City of Redmond



Agenda

Business Meeting

Tuesday, June 3, 2025

7:00 PM

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

City Council

Mayor Angela Birney

Councilmembers Vanessa Kritzer, President Jessica Forsythe, Vice President Jeralee Anderson Steve Fields Angie Nuevacamina Osman Salahuddin Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

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

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

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

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

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

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

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

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site: <u>https://redmond.legistar.com/</u>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED: Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting. Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctvlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: Pride Month

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: May 20, 2025, Regular Meeting, and May 28 and 29, 2025, Special Meetings (recordings are available at Redmond.gov/rctv)

> Regular Meeting Minutes for May 20, 2025 Special Meeting Minutes for May 28, 2025 Special Meeting Minutes for May 29, 2025

2. Approval of Payroll/Direct Deposit and Claims Checks

Payroll Check Approval Register, May 23, 2025 Check Approval Register, June 3, 2025 4.

Police Coordinator Department Wellness Peer 3. AM No. and Administrator Public 25-088 Support Program Contract with Safety Psychological Services

Department: Police

Attachment A: Public Safety Psychological Services Agreement Attachment B: RPD Wellness Program Policy

Legislative History

5/20/:	Put	nmittee of th olic Safety an vices		referred	to the City Cound	cil
AM No.	Speed	Safety	Camera	Pilot	Program,	Ordinance

25-089 Amendment, and Vendor Contract

a. Ordinance No. 3216: An Ordinance of the City of Redmond, Washington, Relating to the Use of Automated Traffic Safety Cameras; Authorizing Use of these Cameras to Detect Speed Zone Infractions in School Zones; Incorporating RCW 46.63.220 into this Ordinance; Providing for Severability and Establishing an Effective Date

Department: Police

Attachment A: Amended Redmond Ordinance 10.25Attachment B: Speed Camera Program Analysis andRecommendationsAttachment C: Service Agreement Between City ofRedmond and NovoaGlobalAttachment D: NovoaGlobal Sole SourceAttachment E: Safer Streets Survey Data

Legislative History

5/20/25

Committee of the Whole - referred to the City Council Public Safety and Human Services 7.

5. <u>AM No.</u> Approve Agreement to Administer Homeless Outreach <u>25-090</u> Software in Partnership with City of Kirkland and City of Bellevue.

Department: Planning and Community Development

Attachment A: Agreement for Apricot

Legislative History

	5/20/25	0011111	ttee of the Who Safety and Hun es		eferred to th	ne City Council	
6.	<u>AM No.</u> <u>25-091</u>	Southeast Approval	Redmond	Market	Study	Consultant	Contract
	Donautur out. D	lanning and	Community	Davalan	nont		

Department: Planning and Community Development

Attachment A: Consulting Services Agreement - SE Redmond Market Study with Attachments

Legislative History

5/20/25	Committee of the Whole - Public Safety and Human Services	referred to the City Council
<u>AM No.</u> 25-092	Resolution: Welcoming Resol	lution 2SLGBTQIA+
	a. Resolution No. 1605: A	5

a. Resolution No. 1605: A Resolution of the City Council of the City of Redmond, Washington, Affirming Redmond as a City that Welcomes Transgender, Nonbinary, and Gender-Diverse Communities, and Commits to Proactive Protections for the Civil Rights, Safety, and Well-Being of All 2SLGBTQIA+ Individuals

Department: Executive

Attachment A: Welcoming Resolution Attachment B: Council Policy Proposal 0015

8. AM No. Acceptance of the Department of Energy, Energy 25-093 Efficiency and Conservation Block Grant Formula Funds, the Amount of \$143,150 for Efficiency in Energy Upgrades at the Public Safety Building.

Department: Executive

Attachment A: EECBG Legal Requirements

Legislative History

5/27/25 Committee of the Whole - referred to the City Council Parks and Environmental Sustainability

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

- A. Public Hearings
- B. Reports
 - 1. Staff Reports

2. Ombudsperson Report

May: Councilmember Salahuddin June: Councilmember Stuart

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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



Memorandum

Date: 6/3/2025 Meeting of: City Council Day File No. SPC 25-037 Type: Special Orders of the

PROCLAMATION: Pride Month

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Memorandum

Date: 6/3/2025	File No. SPC 25-045
Meeting of: City Council	Type: Minutes

Approval of the Minutes: May 20, 2025, Regular Meeting, and May 28 and 29, 2025, Special Meetings (recordings are available at Redmond.gov/rctv)

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CALL TO ORDER

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

ROLL CALL AND ESTABLISHMENT OF A QUORUM

- Present: Councilmembers Anderson, Fields, Kritzer, Nuevacamina, Salahuddin and Stuart
- Absent: Councilmember Forsythe
- MOTION: Councilmember Kritzer moved to excuse Councilmember Forsythe from attendance at the meeting. The motion was seconded by Councilmember Salahuddin.
- VOTE: The motion to excuse passed without objection (6-0).

EXECUTIVE SESSION:

Mayor Birney announced the Council will now leave the meeting and go into Executive Session to discuss Potential Litigation [RCW 42.30.110(1)(i)] for 20 minutes. Per state law, public attendance is not allowed.

Executive Session convened at 7:01 p.m.

At 7:21 p.m. Mayor Birney announced the Executive Session was being extended for an additional 10 minutes.

At 7:30 p.m. Mayor Birney announced the Executive Session was being extended for an additional 10 minutes.

Executive Session ended at 7:41 p.m.

ITEMS FROM THE AUDIENCE

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

- Marcus Charles Marymoor Live;
- Max Rohlman Old Firehouse Teen Center;
- Audrey Guidi Old Firehouse Teen Center;
- Faith Otter Old Firehouse Teen Center;

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- Rebecca Grandmont Old Firehouse Teen Center;
- Richard Lambey Old Firehouse Teen Center;
- Young Choe Old Firehouse Teen Center;
- Wolfe Adriatico Old Firehouse Teen Center;
- Chester Anderson Old Firehouse Teen Center;
- Sasha Glenn Old Firehouse Teen Center;
- Noah Radford Old Firehouse Teen Center;
- David Morton How Redmond can achieve carbon neutrality by 2050;
- Erick Oliver Old Firehouse Teen Center;
- Obi Old Firehouse Teen Center;
- Edward Hill Old Firehouse Teen Center; and
- Joe Kunzler Public Comment and Safety Concerns.

CONSENT AGENDA

- MOTION: Councilmember Stuart moved to approve the Consent Agenda. The motion was seconded by Councilmember Kritzer.
- VOTE: The motion to approve the Consent Agenda passed without objection (6-0).
- 1. Approval of the Minutes: May 6, 2025, Regular Meeting
- 2. Approval of Payroll/Direct Deposit and Claims Checks

#188676 through #188687 #184947 through #185730 #1838 through #1842

\$4,814,333.39

#11448 through #11723

\$7,880,832.20

- 3. <u>AM No. 25-072</u>: Adoption of a City Resolution to Renew King County Medic One/EMS Levy (2026-2031)
 - Resolution No. 1603: A Resolution of the City of Redmond, Washington, Approving Placement of a Countywide Ballot Measure Before Voters in 2025 for a Funding Levy to Support Medic One/Emergency

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Medical Services (EMS) for the Period from January 1, 2026, Through December 31, 2031, Pursuant to RCW 84.52.069

- 4. <u>AM No. 25-073</u>: Approval of a Consultant Agreement with David Evans and Associates Inc. for the Pavement Management Project 154th Ave NE from Redmond Way to NE 85th Street (Design Phase)
- 5. <u>AM No. 25-074:</u> Award Job Order Contract to FORMA Construction Company of Seattle, WA
- 6. <u>AM No. 25-075</u>: Approval of the Final Contract with Dalton Electric Corp. and Acceptance of Construction, in the Amount of \$1,197,328, for the Pump VFD Replacement Project
- 7. <u>AM No. 25-076</u>: Approval of a Memorandum of Understanding with Bellwether Housing for Acquisition of Commercial Property
- 8. <u>AM No. 25-077</u>: Award Bid to Active Construction Inc. of Tacoma, WA., in the Amount of \$1,425,425, for the Hardscape Project - Reservoir Park Sport Court Replacement and Tank Repairs
- 9. <u>AM No. 25-078</u>: Behavioral Health Professional Classification Request
 - a. Ordinance No. 3214: An Ordinance of the City of Redmond, Washington, Establishing the Classification of Behavioral Health Professional; Amending Pay Plans "N" and "N-S," to Include Behavioral Health Professional; Providing for Severability and Establishing an Effective Date
- 10. <u>AM No. 25-079</u>: Approval of the Energov Permitting and Licensing SaaS Contract in the Amount of \$528,227
- 11. <u>AM No. 25-080</u>: Approval of IGM Contract to Implement Annual Comprehensive Financial Report (ACFR) with Gravity Software Solution in the Amount of \$91,312
- 12. <u>AM No. 25-081</u>: Adoption of an Ordinance for the 2025-2026 Budget Adjustment #1
 - a. Ordinance No. 3215: An Ordinance of the City Council of the City of Redmond, Washington, Amending

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Ordinance No. 3196 by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

- 13. <u>AM No. 25-082</u>: Adoption of a Resolution Revising Purchasing Policies and Signing Authorizations
 - Resolution No. 1604: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1503, Section 1) Bidding Thresholds and Authority, and Establishing an Effective Date
- 14. <u>AM No. 25-083</u>: Approval of the 2026-2035 Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Interlocal Agreement
- 15. <u>AM No. 25-084</u>: Amendment to 2023-24 Go Redmond King County Metro Contract
- 16. <u>AM No. 25-085</u>: Eastside Transportation Partnership (ETP) Interlocal Agreement
- 17. <u>AM No. 25-086:</u> Approval of the 2025 Committee of the Whole Work Plans

Mayor Birney read the ordinance and resolution titles into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Staff Reports:

a. AM No. 25-087: First Quarter 2025 Financial Report

Haritha Narra, Deputy Finance Director, introduced this item and responded to Councilmember inquires.

Ombudsperson Reports:

Councilmember Salahuddin reported receiving resident contacts regarding: Old Firehouse Teen Center; an increase in noise generated by leaf blowers; traffic and safety concerns regarding an alley near Chase bank; a tree that may fall on a house near Hartman Park; and Idlewood Park summer programs. Councilmember Anderson reported receiving resident contacts regarding questions about unaccompanied minors on the light rail.

Councilmember Nuevacamina reported receiving resident contacts regarding: Old Firehouse Teen Center; and Eastside Housing Equity Coalition, affordable housing short films.

Councilmember Stuart reported receiving resident contacts regarding: their experience as a renter and ARCH resident in Redmond; connecting a resident with Chief Lowe for service on the Community Equity Advisory Team; a complaint about traffic cones and barrels; timing on implementation of state law that has been passed related to housing regulation; and attended the 1-year anniversary party for Redmond Senior & Community Center.

Councilmember Kritzer reported receiving resident contacts regarding: Old Firehouse Teen Center; tenant protections; and first last mile.

Committee Reports:

Councilmember Salahuddin provided a committee report:

• OneRedmond Foundation.

Councilmember Stuart provided committee reports:

- Association of Washington Cities Legislative Priorities Committee; and
- Sound Cities Public Issues Committee.

Councilmember Kritzer provided committee reports:

- WRIA8 Salmon Recovery Council; and
- Eastside Transportation Partnership.

Councilmember Fields provided a committee report:

• Gun Club.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

Mayor Birney announced the Council will now leave the meeting and go into Executive Session to discuss Potential Litigation [RCW 42.30.110(1)(i)] for 30 minutes. Per state law, public attendance is not allowed. Action will not be taken following the meeting.

Executive Session convened at 9:10 p.m., and ended at 9:40 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 9:40 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: June 3, 2025

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on May 28, 2025, commencing at 6 p.m. The meeting was held at the Redmond Senior & Community Center.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

- Present: Councilmembers Anderson, Fields, Kritzer, Nuevacamina, Salahuddin and Stuart
- Absent: Councilmember Forsythe

TEEN SERVICES CONVERSATION

Councilmembers met with community members to discuss teen services and related topics.

ADJOURNMENT

There being no further business to come before the Council, the special meeting adjourned at 8 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: June 3, 2025

CALL TO ORDER

A Special Meeting of the Redmond City Council was held on May 29, 2025, commencing at 5 p.m. The meeting was held at Grass Lawn Park.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: None

COUNCIL CONVERSATIONS

Councilmembers met with community members for a town hall style meeting to discuss topics of interest.

ADJOURNMENT

The Special Meeting adjourned at 7 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: June 3, 2025



Memorandum

Date: 6/3/2025 Meeting of: City Council File No. SPC 25-046 Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond Payroll Check Approval Register Pay period: 5/1 - 5/15/2025 Check Date: 5/23/2025

Check Total:	\$ 25,714.85
Direct Deposit Total:	\$ 2,940,675.21
Wires & Electronic Funds Transfers:	\$ 1,845,533.25
Grand Total:	\$ 4,811,923.31

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

All Checks numbered	188688	through	188699 ,	
Direct deposits numbered	185731	through	186523 , a	and
Electronic Fund transfers	1843	through	1847	
are approved for payment ir	n the amou	nt of	\$4,811,923.3	51
on this 3 day of June 2025.				

Note:

City of Redmond Payroll Final Check List Pay period: 5/1 - 5/15/2025 Check Date: 5/23/2025

Total Checks and Direct deposit:	\$ 4,265,509.79
Wire Wilmington Trust RICS (MEBT):	\$ 546,413.52
Grand Total:	\$ 4,811,923.31

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

Signed by: Cathryn Laird

Human Resources Director, City of Redmond Redmond, Washington I, Finance Director, do hereby certify to the City Council, that the checks for the months of <u>May 2025</u> are true and correct to the best of my knowledge.

signed by: EUEY COCHKAN

Kelley Cochran, Finance Director City of Redmond Redmond, Washington We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered <u>11724</u> through <u>11871</u>, and Wire Transfers are approved for payment in the amount of <u>\$3,250,966.81</u>. This 3rd day of June 2025.



Memorandum

Date: 6/3/2025 Meeting of: City Council	File No. AM No. Type: Consent It		
TO: Members of the City Council FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):			
Police	Chief Darrell Lowe	425-556-2521	
DEPARTMENT STAFF: Police	Brian Coats	Deputy Chief	

<u>TITLE</u>:

Police Department Wellness Coordinator and Peer Support Program Administrator Contract with Public Safety Psychological Services

OVERVIEW STATEMENT:

The Police Department is seeking Council approval to enter into a contract with Public Safety Psychological Services (PSPS) in an amount not to exceed \$75,000 annually. PSPS was selected through a competitive Request for Proposal (RFP) process seeking mental health professionals with proven experience in law enforcement or similarly high-stress environments.

If approved, PSPS will serve as the police department's internal Wellness Coordinator and Peer Support Program Administrator, responsible for developing and managing proactive mental health and wellness programs tailored to the unique stressors of police work.

□ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

□ Provide Direction

Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
 Redmond Police Policy 1033: Wellness Program
- Required: N/A
- Council Request: N/A
- Other Key Facts: N/A

OUTCOMES:

The implementation of a dedicated Wellness Coordinator and Peer Support Program Administrator will enhance the Redmond Police Department's capacity to support the mental health and overall well-being of its personnel. Expected outcomes include increased access to trusted, confidential mental health services; strengthened peer support networks; and the establishment of a sustainable, culturally competent wellness infrastructure.

By integrating trauma-informed care and culturally sensitive practices into daily operations, the program will foster a healthier, more resilient workforce equipped to manage the unique stressors of law enforcement. Additional anticipated outcomes include improved employee morale, reduced stigma surrounding mental health, earlier intervention in times of personal or professional crisis, and increased retention of staff.

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: \$75,000 annual maximum cost				
Approved in current biennial budget:	🛛 Yes	🗆 No	□ N/A	
Budget Offer Number: 228 Criminal Justice				
Budget Priority : Safe and Resilient				
Other budget impacts or additional costs: If yes, explain:	🗆 Yes	🛛 No	□ N/A	

Examples: software with a yearly cost, revenue generating, match requirements, etc. - if none, enter N/A.

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/20/2025	Committee of the Whole - Public Safety and Human	Approve
	Services	

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The police department will explore alternative contracts.

ATTACHMENTS:

Attachment A: Public Safety Psychological Services Agreement Attachment B: RPD Wellness Program Policy



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10854-24

Bid/Project Title: Wellness Coordinator Peer Support Program Administrator

Closing Date: 1/9/2025 at 2:00PM PST

Submitted By:

Name of Company Submitting Response: LEPS-PSS, PLLC DBA Public Safety Psychological Services

Printed Name of Person Submitting Response: Cerise M Vablais

Email: help@psspc.net

Signature of Person Submitting Response:

Date: 1/9/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



20818 44th Ave W. Suite 150, Lynnwood, WA 98036 Fax (425) 527-0466 help@psspc.net

PROPOSAL TO PROVIDE

WELLNESS COORDINATOR & PEER SUPPORT ADMINISTRATOR

RFP No: 10854-24

Submitted by LEPS-PSS, PLLC DBA Public Safety Psychological Services

> Proposal Submission Date: January 8, 2025

This proposal is valid for 280 days from the original submission date.



20818 44th Ave W. Suite 150, Lynnwood, WA 98036 Fax (425) 527-0466 help@psspc.net

January 8th, 2025

To whom it may concern:

This proposal is being submitted by LEPS-PSS, PLLC (DBA Public Safety Psychological Services [PSPS], a Washington Professional Limited Liability Corporation) in response to RFP 10854-24 provide Wellness Coordination and Peer Support Coordination to the city of Redmond.

Our office is located at:

20818 44th Ave W Suite 150 Lynnwood, WA 98036

Cerise M. Vablais, MBA, Ph.D., ABPP is our managing partner. She may be reached via email at cvablais@psspc.net.

LEPS-PSS, PLLC (DBA Public Safety Psychological Services) understands and agrees to the terms and conditions as stated in the solicitation.

Ceine for Value.

Cerise M. Vablais, MBA, Ph.D., ABPP Board Certified in Police and Public Safety Psychology PSPS, Owner

Ryan Roberts, J.D., Ph.D. PSPS, Owner

W. K

Michael D. Roberts, Ph.D., ABPP Board Certified in Clinical Psychology Board Certified in Police and Public Safety Psychology PSPS, Owner



20818 44th Ave W. Suite 150, Lynnwood, WA 98036 Fax (425) 527-0466 help@psspc.net

Introduction

Dr. Ryan Roberts and Dr. Michael Roberts, owners of Law Enforcement Psychological Services (incorporated in California, 1978), formed LEPS-PSS, PLLC dba Public Safety Psychological Services (PSPS) with Dr. Cerise Vablais (incorporated in Washington state, 2018) in recognition of her experience and expertise and to expand our services to public safety agencies across the country, including an Officer Wellness program, Critical Incident Debriefing, and Fitness for Duty Evaluations. A detailed description of our business structure is found below.

Understanding of the Requirements

PSPS understands the City of Redmond's requirements and scope of work as described in the RFP and is prepared to provide wellness and peer support coordination as requested. We are eager and capable of managing a project as described in the RFP, and we have adopted strategies and tools to ensure the required services are provided by our firm in a timely and professional manner.

Treatment of the Issues:

We are able to perform all tasks as described in the RFP. We develop training materials in conjunction with departments after assessing their needs. General information is provided to all officers during wellness visits that provide psycho-educational support in the areas of physical, emotional, and existential/spiritual wellness.

Statement of Qualifications:

PSPS is well qualified to provide the requested services. Our principal, Dr. Vablais, has worked with first responders in varying capacities since 2007. Drs. Michael Slack and Dr. Diana Johnson both have over 10 years of experiencing directly supporting the wellness needs of first responders. All three are fully licensed as psychologists. In addition to our direct services, Drs. Slack, Roberts and Vablais have provided trainings to law enforcement agencies on the topic of standing up wellness programs, most recently at the International Association of Chiefs of Police Midsize Agencies Conference in March 2024.

Offeror Experience, Qualifications, and Financial Stability

LEPS-PSS, PLLC (DBA Public Safety Psychological Services ["PSPS"]): In 2018, Dr. Ryan Roberts and Dr. Michael Roberts formed LEPS-PSS, PLLC dba Public Safety Psychological Services (PSPS) with Dr. Cerise Vablais in recognition of her experience and expertise and to expand our services to public safety agencies across the country, including an Officer Wellness program, Critical Incident Debriefs, and Fitness for Duty Evaluations. Although PSPS represents the same core psychological team as LEPS and PSS, we have agreed to jointly partner in our efforts to expand our practice.



20818 44th Ave W. Suite 150, Lynnwood, WA 98036 Fax (425) 527-0466 help@psspc.net

Qualifications and Organizational Structure

LEPS is a psychological corporation owned by Drs. Mike and Ryan Roberts. It was incorporated in California in 1978 but had been functioning as a sole proprietorship since 1971. Our organization includes Board Certified Police and Public Safety Psychologists as well as doctorate-level licensed psychologists who have specialized education and training in providing a variety of services to the law enforcement and the public safety community. Our primary practice area is in the entry-level psychological assessment of applicants to public safety positions such as police officer, deputy sheriff, trooper, probation officer, corrections officer, communications dispatcher, and firefighter. In addition, several members of our staff have developed expertise in the areas of forensic fitness-for-duty evaluations (FFDEs); special unit selection (SWAT, narcotics, etc.); weapon carrying positions (probation, arson investigator), and promotional suitability. Finally, we have considerable experience in providing psychotherapy, debriefing services to officers involved in traumatic incidents, training for officers in areas such as field training programs, and executive development.

LEPS currently provides psychological screening services to more than 70 agencies nationwide. A number of the agencies to whom LEPS currently provide services (including the New York State Department of Correctional Services, Washington D.C. Department of Corrections, San Francisco Police Department, San Jose Police Department, Chicago Police Department, New York State Police, Alaska State Troopers and the Washington DC Metro Police Department) have applicant flow and administrative requirements that are similar to those of the proposed contract.

PSS is a professional corporation established in 2002 by James Tracy, Ph.D. Prior to that time, Dr. Tracy had been providing pre-employment psychological screening services to police and other public safety agencies in the State of Washington for over 30 years. PSS is now owned by Drs. Mike and Ryan Roberts, with Dr. Cerise Vablais, ABPP serving as a Managing Partner.

PSPS represents the expansion of a team of nearly two dozen licensed clinical psychologists across the country, supported by a dozen full and part-time administrative staff. Our team has addressed the requested scope of services for over four decades.

PSPS has extensive experience providing officer wellness, pre-employment and fitness-for-duty evaluations to public safety agencies in Washington, Oregon, Alaska, Idaho, Virginia, and the District of Columbia. Some of our agencies, such as Seattle Fire Department, Capital City Fire (Juneau, Alaska), Arlington County Sheriff's Office, Arlington County Fire Department and Eugene Department of Public Safety (Eugene, Oregon) have received contracted services from our management team for five or more years. Washington D.C. Police & Fire Clinic has been a client for over 25 years.

Outline your proposed approach and cost to developing a wellness and peer support program for RPD, including specific methodologies for ensuring cultural competence and trauma-informed practices.

This proposal is valid for 280 days from the submission date.

Upon award of the contract, we propose a series of meetings with all stakeholders to define the high level goals and parameters for program development. We envision meetings with command staff, line level staff, and any internal EAP and HR resources to better understand resources already available to Redmond Police Department employees. We also suggest that we administer an anonymous survey to stakeholders to better understand their desired components of



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wellness offerings. We will present national best practices to the groups and offer several options of programming to the decision makers for their review. Once programs have been vetted, we will work with the team to implement the programs in a timely manner. We will provide timelines including milestones on a monthly basis.

Throughout the review and implementation phase, we will include research and information related to culturally competent and trauma-informed practices. We will also ensure that all recommendations are aligned with International Association of Chiefs of Police guidelines.

We propose to bill this project on an hourly basis with a detailed invoice submitted monthly.

Service	Cost
Senior psychologist, Dr. Cerise Vablais or Dr. Ryan Roberts	\$375/hour
Staff/Contract psychologists – doctoral level	\$300/hour
Master's level therapists and clinicians	\$250/hour
Administrative team support	\$40/hour

Additional Details:

1. Needs Assessment

- Objective: Understand the unique needs of RPD personnel regarding wellness and peer support.
- •
- Activities:
 - Conduct surveys and focus groups with officers and staff to identify stressors and challenges.
 - Review existing wellness initiatives (if any) to determine gaps.
 - Engage with stakeholders, including leadership, union representatives, and mental health professionals.

2. Program Design

- Components:
 - Peer Support Team:
 - Train a diverse group of officers as peer supporters.
 - Emphasize confidentiality and boundary-setting.
 - Mental Health Resources:
 - Partner with culturally competent counselors and therapists.
 - Include 24/7 helplines and access to therapy sessions.
 - Wellness Activities:
 - Offer fitness programs, mindfulness training, and nutrition education.
 - Create periodic wellness workshops.
 - Trauma-Informed Training:
 - Provide training for all staff to recognize signs of trauma in themselves and others.
 - Equip supervisors to handle wellness concerns empathetically.



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3. Ensuring Cultural Competence

- Recruit trainers and therapists who reflect the community and department's diversity.
- Offer cultural humility training to all involved professionals.
- Regularly review the program for inclusivity through feedback loops with officers from different backgrounds.

4. Implementation

- Phased Rollout:
 - Pilot the program with small groups (perhaps one shift) before expanding.
 - Use the pilot to refine methods and address unforeseen challenges.
- Regular Communication:
 - o Share program updates via newsletters, intranet, and leadership briefings.
 - Reinforce the importance of wellness in organizational culture.

5. Evaluation and Sustainability

- Track participation rates, satisfaction surveys, and changes in key metrics (e.g., absenteeism, use of sick leave, reports of burnout).
- Adjust the program based on feedback and data.

Cost Breakdown Estimates¹

- Initial Needs Assessment: \$10,000-\$15,000
- Training and Development:
 - Peer Support Training: \$5,000-\$7,000
 - Trauma-Informed Training: \$7,000–\$10,000
- Mental Health Resources:
 - Contracts with therapists: \$15,000-\$25,000 annually
 - Wellness workshops: \$3,000–\$5,000 per session
- Ongoing Program Administration:
 - o 3-5 hours per month \$10,800 \$18,000 annually

Staffing Plan:

Drs. Slack, Johnson and Vablais will offer appointments on a weekly basis to support the wellness needs of the Department. These appointments will be primarily between the hours of 0900 and 1700 Monday to Friday Eastern time; however, we understand the nature of first responder scheduling and can offer evening, early morning and weekend appointments when needed. While the RFP mentions annual, proactive wellness visits, our staff is also available for acute, critical incident debriefs on an as needed basis. We can begin seeing officers for their wellness appointments within seven (7) business days after the contract if finalized

¹ Cost Breakdown Estimates are based on projected hourly costs. We are willing to negotiate flat rate versus hourly rate. Once the scope of work has been further defined, we can modify these estimates.



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References

Tukwila Police Department Commander Phil Glover Patrol Division/Valley SWAT Team Desk 206.431.3893 <u>p.glover@tukwila.gov</u>

San Juan County Sheriff's Office Undersheriff Mike Hairston Office 360.378.4151 <u>mikeh@sanjuancountywa.gov</u>

Juneau Police Department Commander Jeremy Weske Wellness Program Coordinator and Peer Support Team member Desk 907.500.0618 JTWeske@juneaupolice.com

Business license

PSPS has applied for a city of Redmond business license and expects it to be active prior to the award of this RFP. Attached is a proof of application.

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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. <u>Retention of Consultant - Scope of Work</u>. 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. <u>Completion of Work</u>. 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. <u>Payment</u>. 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

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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. <u>Changes in Work</u>. 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. <u>Extra Work</u>.

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.

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6. <u>Ownership of Work Product</u>. 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. <u>Independent Contractor</u>. 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. <u>Indemnity</u>. 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. <u>Insurance</u>. 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;

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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. <u>Records</u>. 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. <u>Notices</u>. 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. <u>Project Administrator</u>. 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. <u>Disputes</u>. 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. <u>Termination</u>. 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. <u>Non-Discrimination</u>. 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. <u>Compliance and Governing Law</u>. 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.

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17. <u>Subcontracting or Assignment</u>. 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. <u>Non-Waiver</u>. 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. <u>Litigation</u>. 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 any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. <u>Taxes</u>. 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. <u>City Business License</u>. 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. <u>Entire Agreement</u>. 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.

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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

RFP 10854-24 Wellness Coordinator & Peer Support Program Administrator Attachment B - Option for Renewal

The City intends to enter into an initial one-year agreement. The City reserves the right to renew this contract for one (1) additional one-year term, for a potential maximum total term of two (2) years, upon serving notice to the Consultant within thirty (30) calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm prices/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City. Any approved price adjustment shall remain unchanged for the duration of the renewal period.





Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Filing Date and Time: 01/07/2025 10:46:47 AM

Confirmation Number: 0-044-579-135

Payment Method: Bank Account

Business Entity Information

Entity Type:Limited Liability CompanyName of Entity:LEPS-PSS PLLCAccount ID:604379931-001-0001Firm Name:PUBLIC SAFETY PSYCHOLOGICAL SERVICES

Endorsement(s) Applied For	Begin	End	Count	Fee
Redmond General Business - Non-Resident	01/07/2025	01/31/2026	1	\$0.00
				\$0.00
Fee Type	Begin	End	Count	Fee
BLS Processing Fee	01/07/2025		1	\$0.00
Redmond Empl Fee	01/07/2025		1	\$153.00
				\$153.00

Grand Total: \$153.00

CERISE M. VABLAIS, MBA, PhD, ABPP

cvablais@psspc.net 425.775.4477

SUMMARY OF QUALIFICATIONS

- Board Certified Specialist in Police and Public Safety Psychology
- Primary agency contact for team of psychologists providing assessment and wellness services to over 200 agencies across the United States
- FBI/CISM Level 1, 2 and 3 Trained Crisis/Hostage Negotiator
- Licensed in Maryland, Virginia, Washington, D.C., Alaska, Washington, Oregon, California Idaho, North Dakota, PsyPact APIT Mobility Credential
- Extensive experience testifying as a forensic expert for competency and criminal responsibility evaluations
- Current General Chair and Executive Board Member International Association of Chiefs of Police Police Psychological Services Section
- 20+ years 'experience managing corporate teams (4 team members 180 team members) and budgets (\$10,000 to > \$4,000,000)

EDUCATION

Fielding Graduate University, Santa Barbara, CA

Ph.D. in Clinical Psychology

Dissertation: "Toward a new model of psychopathy in women: A qualitative analysis of the PCL-R and the construct of psychopathy in female offenders." **MBA, Executive Program, University of Washington, Seattle, WA**

BA in English, University of Nebraska at Kearney

<u>WORK EXPERIENCE (Complete resume available)</u> Public Safety Psychological Services, PLLC, Owner/Managing Partner (2015-present)

- Responsible for day to day operations of both companies, including managing staffing, developing and maintaining client relationships
- Supervise the work of employee and contract psychologists
- Complete pre-employment and fitness for duty psychological evaluations for public safety candidates
- Provide consultation and training on law enforcement, public safety and mental health topics to agencies and other mental health providers
- Provide critical incidents and wellness services to first responder agencies
- Develop and maintain training materials for contract psychologists to assess for inter-rater reliability
- Responsible for day to day operations of both companies, including managing staffing, developing and maintaining client relationships

Central Clinic Behavioral Health, Cincinnati, Ohio, Forensic Evaluator (2022-2023)

• Complete competency and criminal responsibility evaluations for defendants on a contract basis

CERISE M. VABLAIS, MBA, PhD, ABPP

cvablais@psspc.net 425.775.4477

Critical Response Associations, Consultant (2021-present)

- Provide risk and threat assessment to corporations on an as needed basis
- Complete fitness for duty/IMEs as requested

North Sound Metro SWAT CNT Team, King/Snohomish County (2017-present)

- Respond to call-outs with team members for various crisis situations
- Provide quarterly training to team members on various mental health related subjects.
- Participate with team in annual competition at Western States Hostage Negotiator's Association Conference
- Completed Levels I, II and III Crisis Negotiations Training

Fairfax Hospital, Director of Clinical Training, Assessment, Referral & Social Services (2011-2015)

- Managed team of 180 staff for 200-bed free-standing psychiatric hospital
- Managed social services team who provided full range of therapy, case management and discharge planning services for patients in an acute crisis stabilization environment
- Managed Involuntary Treatment Commitment team and Partial Hospitalization program
- Member of executive leadership team providing input into hospital's strategic plan
- Primary executive team liaison with Kirkland Police Department to collaborate on joint patient issues

Anne Arundel County Detention Facilities/Corizon Medical (2007-2011)

- Managed the delivery of mental health services and programs for two-facility, 1200-bed detention center in accordance with Departmental policies and procedures
- Developed and offered training on suicide prevention and other mental health related topics to staff.
- Training director for internship and externship programs offered
- Offered risk assessment and risk management plans. Led interdisciplinary team coordinating and offering services to inmates housed in mental health unit.

RESEARCH AND PUBLICATIONS

- Vablais, C. M., Roberts, R. & Roberts, M. (2021). Practical guidance for remote psychological test administration and interviewing, *The Specialist, Volume* 48.
- Vablais, C. M. (2007). Toward a new model of psychopathy in women: A qualitative analysis of the PCL-R and the construct of psychopathy in female offenders. Dissertation research using grounded theory qualitative analysis. Fielding Graduate University.
- Vablais, C. (1998). The Web's Oldest Profession: Psychology of Sex on the Internet. In Cerise Vablais & Tony Leininger (Eds.) *How the Web Was Won: Conquering the Digital Frontier* (pp 39-47). Redmond, WA: Microsoft Press.
- Vablais, C. (1996). Treasure Quest. [Computer Software-CD-ROM Game]. Scottsdale, AZ: Sirius Publications.

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WORKSHOPS & PRESENTATIONS DELIVERED (Complete list available)

- Speaker, IACP Mid-Year Division Meeting; Safety and Wellness: Fitness for Duty Evaluations (March 2024)
- JRA Conference Speaker (October 2023)
- Panelist, Public Safety Testing Business Meeting/Washington Civil Service Conference, "Bias and Racism in the Hiring Process": What we Know, What We Don't and What We Need" (October 2020)
- Keynote Speaker, Selecting and Maintaining a Resilient Work Force: Alaska Fire Chiefs' Association Conference (February 2020)
- The P.O.S.T. Dimensions and Cultural Competence in Policing: Diverse Chiefs' Experience from the Field: International Association of Chiefs of Police Conference (October 2019)
- Reefer Madness: Legalization of Marijuana and Its Impact on Public Safety Hiring Practices: Idaho Chiefs of Police Association (October 2019); National Sheriff's Association Conference (June 2018); International Association of Chiefs of Police Conference, Philadelphia, Pennsylvania (October 2017).
- You did WHAT: Generational Shifts in Attitudes Towards Sex and Drugs and Implications for Public Safety Hiring Processes /Johnson & Roberts Pre-Conference at IACP. San Diego, California (October 2016). Public Safety Testing Business Meeting/35th Annual State Civil Service Conference (September 2016).
- Admissions of viewing child pornography in law enforcement applicants. Johnson, Roberts & Associates pre-conference/IACP. Chicago, Illinois. (October 2015).

Vitae

Michael A. Slack, Psy.D

1912 5th Ave N #201 Seattle, WA (847) 927-9226 mslack2016@gmail.com

License/Certification

Psychologist License	 (s) – Washington State PY60629403 (Expires 04/13/2022) State of Alaska 134346 (Expires 06/30/2021) State of Idaho PSY203271 (Expires 04/13/2022) State of Virginia 0810007402 (Expires 06/30/2022)
2005 - 2013	Washington School of Professional Psychology Doctorate in Clinical Psychology (Psy.D) (G.P.A. 3.99/4.0) Master's degree conferred en route - October, 2008.
2001 - 2005	Northern Michigan University Bachelor's degree in Graduate Prep Psychology (G.P.A. 3.45/4.0)

Graduate Courses

Clinical	Theoretical
Clinical Skills I: Humanistic Therapy	Adult Development and Aging
Clinical Skills II: Cognitive Behavioral Therapy	Child Development
Clinical Skills III: Family Therapy	Diverse Populations
Clinical Skills IV: Narrative Therapy	Ethics
Clinical Interviewing	Social Psychology
Cognitive and Affective Bases of Behavior	
Consultation and Supervision	Assessment
Dissertation seminar	Cognitive Assessment
Interventions I	Integrative Assessment
Introduction to Psychophysiology	Objective Assessment
Introduction to Psychopharmacology	Psychometrics & Test Theory
Introduction to Neuropsychology	
Motivational Interviewing	Research
Neuropsychological Assessment	Qualitative Research Methods
Professionalization Seminar I	Quantitative Research Methods
Professionalization Seminar II	-
Practicum Supervision I	
Practicum Supervision II	
Psychopathology II: Adult Psychopathology	
Psychopathology I: Childhood & Adolescence	

Doctoral Dissertation

A Qualitative Study of Pro Bono Service Practices of Psychologists in Washington State April - 2013

Ten independently practicing psychologists from across Washington State were recruited to discuss how they defined and delivered pro bono service, as well as the past experiences that shaped their current understanding of pro bono service. Semi-structured telephone interviews were conducted with each participant. A qualitative methodology utilizing thematic analysis was applied to each transcribed interview. Six separate themes were identified. Definitions of pro bono services generally fell within two categories: services delivered at a lesser rate than full fee, and non-recompensed services. Within these two categories, variability among delivery methods was notable. Participants endorsed a variety of activities as pro bono service, and the financial well-being of the participants' practices was notable as it pertained to the importance of fees in therapy.

Post-Doctoral Residency

January 2014 – July 2015 Integrative Psychological & Social Services - Marysville, WA

Completed a 2,000-hour postdoctoral experience through a non-profit mental health agency located in Marysville, Washington. The postdoc position served a low-income population and was structured using an outpatient private practice model. Postdoc responsibilities included maintaining a caseload of ongoing individual therapy clients, and supervising doctoral level interns and practicum students. Cognitive and neuropsychological evaluations were conducted as needed. Didactic training occurred on a monthly basis. Three hours of weekly clinical supervision was received from two licensed clinical psychologists in the State of Washington.

Doctoral Internship

August 2010 – July 2011 St. Anthony's Point Oil City, PA

This 2,000 hour, APPIC approved internship was located in rural Pennsylvania, in the town of Oil City. St. Anthony's Point served the immediate community and surrounding townships. A major emphasis of internship training was in the development of skills in providing treatment to children and families through a wrap-around community service delivery model. Treatment for the family and child was generally offered from one to five hours per week in the home, community, and/or classroom. This intern was responsible for all aspects of wrap-around cases, which included supervisory duties of therapeutic support staff. Significant training was also received in the treatment of a variety of mental health diagnoses for clients generally seen on an outpatient basis. Hospital privileges were granted to this intern to allow for consultation with physicians and psychiatrists, as well as the psychological assessment of clients admitted to the hospital's emergency room. This intern also received specialized training in providing psychological evaluations for gastric bypass surgery and spinal stimulation surgery.

Practicum I

Practicum (I) at Western State Psychiatric Hospital included experiences in several specialized domains. Training was focused on gaining experience in the treatment of sex offending populations, as well as in conducting forensic competency to stand trial evaluations. These evaluations often included the administration of a variety of cognitive measures. I also held regularly scheduled therapy appointments with clients in forensic and clinical settings.

Practicum II

September 2008 – July 2009 The OASIS Program at NAVOS Mental Health Seattle, WA

Practicum (II) at the OASIS program at NAVOS Mental Health offered me the opportunity to work with the geriatric population. I participated in individual and group therapy on a weekly basis with a steady caseload of approximately 15 clients between the ages of 60 to 95. Supervised neuropsychological evaluations were provided for the assessment of cognitive functioning and dementia screening. Additionally, I maintained case management clients in the community, which allowed firsthand exposure to many of the difficulties that geriatric populations experience on a daily basis.

Professional Experience

2017 – Current	Public Safety Psychologist Evaluator Public Safety Psychological Services	Lynnwood, WA
	Contracted evaluator responsible for conducting pr suitability evaluations for law enforcement, firefig safety employees throughout Washington State. The consistent with Peace Officer Standards and Training primary responsibilities associated with this position psychological testing, report writing, and the commen- results to department stakeholders.	hters, and other public hese evaluations are ing (POST). The on include interviewing,
2016 -	Contracted Psychologist Evaluator	
Current	AMCE Physicians Group	Washington State
	Per diem contracted evaluator responsible for contracted evaluator responsible for contracted disability evaluations at multiple locations through Washington. This position serves primarily low-in populations experiencing various mental health co and persistent mental illness. Responsibilities inclueevaluating, and report writing.	nout the State of come or homeless ncerns to include severe

2015 -	Staff Psychologist – Northwest Region	
Current	Washington State Department of Corrections	Monroe, WA
	The position of staff psychologist is unique to the Washing Department of Corrections. Responsibilities for this position conducting pre-employment psychological evaluations for officers, responding to the mental health needs of over 1,50 staff, and consultation with department executives regarding organizational change and agency wide policy. Additionall is responsible for the clinical management and operational regional Critical Incident Stress Management (CISM) team	on include new corrections 00 correctional ng y, this position oversight of a
2012 – 2014	Aftercare Therapist & Historian Amen Clinic – Bellevue	Bellevue, WA
	This position required me to provide outpatient therapy to a adults, as well as conduct intake assessments. Assessment integrated into a report format, which was then presented to physicians. Additional responsibilities associated with this included timely documentation of clinical notes and reports of care between physicians, and consultation regarding clies health treatment.	data was o treating position s, coordination
2006 – 2012	Behavioral Intervention Specialist & Psychometrician Northwest Neuropsychology	Bellevue, WA
	Northwest Neuropsychology allowed me to participate as a member providing neuropsychological assessments for add young adults experiencing a range of brain injuries and/or neuropsychological deficits. Duties associated with this po the administration and scoring of neuropsychological evalu management, treatment planning, academic coaching, and the development of Individualized Education Plans. Further instrumental in the development of a mentoring program for requiring intensive intervention and coaching.	blescents and sition included ations, case consulting on rmore, I was
2009-	Clinical Externship	~
2010	Samaritan Center	Seattle, WA
	This opportunity offered me the ability to provide super individual therapy with a variety of clients in an outpation mental health clinic. This experience was constructed us practicum model. Two hours of weekly supervision was one doctoral level psychologist and one master's level c didactic trainings were participated in on a monthly basis	ent, low fee sing a received by linician. Group

2006 – 2010	Founder & President Psychological Connections	Seattle, WA
	Developed a non-profit organization dedicated to assisti in finding low cost, and pro bono mental health services the United States. Duties included the oversight of organ development and implementation of operational program This organization has been featured in Washington Psyc Grad Psych magazines.	throughout nizational ns and goals.
2006 -	Clinical Case Manager	
2010	Downtown Emergency Service Center	Seattle, WA
	The function of this position was to serve the homeless pop respite program through intensive case management and as finding appropriate long-term housing. My duties included and intake of clients entering the program, as well as provid emergency and non-emergency counseling.	sistance in the assessment
2009 – 2009	Psychometrician & Report Writer Private Practice – Dr. Allison Schechter	Bellevue, WA
	Contracted position with a local clinical and forensic psych administer and score psychological assessments for social s forensic evaluations. Additionally, I integrated data from a questionnaires into report format for my supervisor. The cl served was diverse, and primarily presented with low socio status.	security and ssessments and ient population
2006 -	Psychometrician	
2007	Elliot Bay Behavioral Health	Seattle, WA
	Conducted cognitive and neuropsychological assessments. served clients from a variety of socioeconomic, racial and e backgrounds. Assessments were supervised by Dr. Alan Br	ethnic
2006 -	Crisis Respite Counselor	
2007	Downtown Emergency Service Center	Seattle, WA
	Provided emergency and non-emergency interventions and with the homeless population. Clientele are low income and ethnically diverse, between the ages of 18 and 65.	-

2006 –	Community Resource Guide Developer	r
2006	Seattle Neighborhood Group	White Center, WA
	Contract position with duties including in regarding concerns about drug and alcohe Washington. I developed a community re prevention resources as well as local cher facilities for those seeking treatment in W	ol abuse in White Center, esource guide comprised of mical dependency treatment

Volunteer Experience

2010 -	Rescue Technician – Team Leader	
Current	King County Search and Rescue	King County, WA
	Volunteer participation as a Team Leader for King Co Rescue. This all volunteer team is the oldest search ar organization in the United States. Extensive training v leadership and management, land navigation, first aid techniques. Recognized for "Top Responder" during t and 2013-14. Member of technical rescue team and in evacuation.	nd rescue was provided in team , and rescue the years of 2010-11
2009 -	Washington State Psychological Association	
2010	Social Issues & Human Right's Committee – Member	r WA
	I was invited to participate in the development of a Pr through a subcommittee of the Washington State Psyc Association. The Washington State Psychological Ass supporting a program for all of King County to assist income to find psychologists offering pro bono servic	chological sociation will be individuals of low
2002 -	First Responder/Rescue Technician	
2005	Marquette County Sheriff's Search & Rescue	Marquette, MI
	I assisted in the rescue and extraction of individuals w assistance throughout the Upper Peninsula of Michiga volunteer rescue team comprised of 35 well trained in the Marquette County Sheriff's Department.	an. This was an all
2003 -	Research Assistant	
2005	Northern Michigan University	Marquette, MI
	Our team conducted long term research under the sup level professors/psychologists about gender stereotype experience I was exposed to the direct RT computer s well as issues pertinent to psychological research.	es. During this

Undergraduate Internship 2004 -

2004 Northwest Community Healthcare Arlington Heights, IL

Internship opportunity within a 12 Step chemical dependency treatment facility for minors. Duties included assisting in recreational and group therapy, supervising clients throughout their daily activities, as well as participating in family interventions.

Testing Experience	Number Administered
BASC	49
Beck Depression Inventory	88
Boston Naming Test	3
Categories Test	43
California Psychological Inventory	1555
California Verbal Learning Test	5
Children's Memory Scale	68
Cognitive Assessment System	35
Dementia Rating Scale	2
Geriatric Depression Scale	3
Grey Oral Reading Test	36
Hare Psychopathy Checklist	1
Inwald Personality Inventory	270
Millon Clinical Multi-Axial Interview – III	3
Minnesota Multiphasic Personality Inventory	22
Nelson Denny Reading Test	38
Personality Assessment Inventory	1505
PSYQ	1549
Rey Complex Figure Test	5
SCID	13
SMALSI	38
Structured Interview of Reported Symptoms	2
Test of Everyday Attention – Children	62
Test of Everyday Attention – Adult	53
Test of Memory Malingering	9
Trails A & B	103
Trauma Symptom Inventory	7
Weschler Adult Intelligence Scale – III	50
Weschler Adult Intelligence Scale – IV	117
Weschler Individual Achievement Test	51
Weschler Intelligence Scale Children – IV	72
Weschler Memory Scale – III	39
Weschler Memory Scale – IV	67
Wisconsin Card Sort Test	38
Woodcock Johnson Test of Cognitive Abilities	42

Research Experience

Personality Variables and Academic Achievement in a Mixed Clinical Sample. November 2008 – April 2009

This research was designed to identify whether any of the clinical scales of the PAI predicted achievement on the WRAT. The researchers utilized archival data from 227 participants referred for outpatient neuropsychological evaluation. Correlational and multiple regression analyses were performed to identify significant relationships.

Responsibilities: Research design, analyzing data through SPSS, identifying conclusions, poster design and construction *Supervised by:* Douglas Whiteside, Ph.D, ABPP

Couples Experiences of Marital Infidelity and Reconciliation.

January 2008 – March 2008

This study was a qualitative research design for a doctoral dissertation. The researcher interviewed ten couples who experienced marital infidelity to examine their perceptions of the event, as well as how it affected their marriage, and how they believe their relationship(s) endured.

Responsibilities: Coding data for themes and similarities amongst the research participants. *Doctoral candidate:* Dr. Jennifer Love Crowell.

Dissertation supervisor: Dr. Dana Waters, American School of Professional Psychology, Argosy University.

Memory Distortion of Gender-stereotype-inconsistent Pictures: The Role of Stereotype Typicality.

August 2003 - June 2005

Through the use of Direct RT computer software, this research group tested subjects' memory for pictures of people performing actions considered to be gender-stereotype-consistent, gender-stereotype-inconsistent, and gender-neutral. It was our hypothesis that very unusual stereotype-inconsistent pictures would be remembered correctly.

Responsibilities: Research lab design, testing subjects, data collection, lab construction *Supervised by:* Dr. Maya Sen, Department of Psychology, Northern Michigan University, msen@nmu.edu

Presentations and Publications:

- Slack, M. (2018). Generational Differences. Oral presentation to the Washington State Department of Corrections – Community Corrections leadership meeting, May 2018, Olympia, Washington
- Slack, M. (2017). Stress Management. Oral presentation to the Washington State Department of Corrections Human Resources Department, July 2017, Gig Harbor, Washington.
- Slack, M. (2013). A Qualitative Study of Pro Bono Service Practices of Psychologists in Washington State. Dissertation defense at the Washington School of Professional Psychology, April 2013, Seattle, Washington.
- Slack, M., Goodnature, D., Whiteside, D.M., Hellings, J., & Goldov, N. (2009). Personality variables and academic achievement in a mixed clinical sample. Presentation submitted to the American Academy of Clinical Neuropsychology conference, June 2009. San Diego, California.
- Sen, M.G., Wieser, J., & Slack, M (2004). Memory Distortion of Gender-Stereotype-Inconsistent Pictures: The Role off Stereotype Typicality. Presented at the American Psychological Society 16th Annual Convention, May 2004, Chicago, Illinois.

Teaching Experience:

PP 8704: Neuropsychological Assessment. Teacher's Assistant. August 2009 - April 2010.

Responsibilities: Assisting with test administration instruction, scoring test protocols, scoring reports, presenting clinical cases, and facilitating study sessions.

Supervised by: Dr. Douglas Whiteside, Psychology Department, American School of Professional Psychology at Argosy University of Seattle, dwhiteside@argosy.edu

PY 235: The Psychology of Gender. Teacher's Assistant. August-December 2004.

Responsibilities: Assisted in mock debates, grading examinations and assignments, organizing student records, maintaining office hours, and individually tutoring students when deemed necessary.

Supervised by: Dr. Maya Sen, Department of Psychology, Northern Michigan University, msen@nmu.edu

Honors & Awards

Excellence in Service – Washington State Department of Corrections

Recognition for service delivered to the Department on behalf of staff; recognized by the Secretary of the Department and Governor of the State of Washington (2020).

Top Responder – King County Search and Rescue

Recognition as a Team Leader responding to the most missions during 2011-12 and 2013-14.

Merit Scholarship Award – Washington School of Professional Psychology

This scholarship is presented to those students who demonstrate exceptional academic performance and present a minimum GPA of 3.5 or higher.

Northern Michigan University Dean's List

Recognition is given on a per-semester basis for achieving a GPA of 3.2 and above. This was attained for a period of three years while attending Northern Michigan University.

Honorary Appreciation for Selfless Acts - Marquette County Sheriff's Office

December 2002; February 2003; December 2004. These awards are presented "to those whose unselfish acts are recognized by the county and citizens of Marquette County."

Clinical Interests

Adults; Forensic Psychology; Corrections; Public Safety Psychology; Public Safety Evaluation; Geriatrics; Probono Service; Organizational Psychology; Staffing; Rural Community Mental Health; Grief & Loss; Eating Problems; Depression; Grief & Loss; Anxiety Related Disorders; Death & Dying; Life Transitions; Homelessness; Social Justice.

Professional Affiliations

National Register of Health Service Psychologists Psi Chi National Honor Society for Psychology International Association of Chiefs of Police

Diana Johnson, Psy.D.

Licensed Clinical Psychologist PY60388638 18865 NE Meadow Run Dr. Poulsbo, WA 98370 Phone 206-462-0998 C – E-mail Diana.Horowitz1@gmail.com Website www.DianaHorowitzPsyD.Com

Curriculum Vitae

Education

08/2020 - 10/2022	Fairleigh Dickinson University, New Jersey Post-Doctoral Master's in Clinical Psychopharmacology conferred 10/2022
9/2005 - 7/2011	American School of Professional Psychology
	San Francisco Bay Area, CA
	Argosy University
	Psy.D. in Clinical Psychology conferred 7/2011
	Master's in Clinical Psychology conferred 5/2007
9/1999 – 12/2003	Sierra Nevada College, Incline Village, NV
	Bachelor of Arts Degree in Psychology conferred 12/2003
	Magna cum Laude

Clinical Experience

07/2022 to Present	Public Safety Psychological Services Lynnwood, WA Contract Psychologist Complete Post-Conditional Offer Psychological Evaluations for Law Enforcement and Fire Service. Complete Suitability Assessment Reports. Complete individual Critical Incident Debrief appointments with first responders. Offer annual in-service training to staff members of Public Safety Departments regarding individual wellness. Offer annual and semi-annual Officer Wellness Appointments to staff members of Public Safety Departments.
07/2022 - Present	Washington State Department of Corrections Puget Sound Region Psychologist 4 – Staff Psychology Program

Provide individual therapeutic services, crisis support, consultation, and coaching for staff members, supervisors, and leadership.

02/2015 – 07/2022	Washington State Department of Corrections Mission Creek Corrections Center for Women Belfair, WA Psychologist 4 – Health Services Division Supervise 4 master's level therapists across 4 separate facilities. Carry a patient caseload assessing and treating incarcerated women in a minimum-security camp setting. Conduct intake assessments, ongoing group and individual therapy, and case management with a focus on reentry into the community. Work together with mental health, medical and psychiatric staff on and off site to coordinate best treatment practices. Develop relationships throughout the facilities to include unit staff, classification, worksite supervisors and correctional program managers to help support patients' success as well as safety and security of prison and staff.
10/2013 – Present	Private Practice Seattle, WA www.DianaHorowitzPsyd.com Provide individual and couples therapy in my small Seattle private practice. I work with people of diverse backgrounds and an array of presenting concerns including anxiety, depression, life transitions, and LGBT identity/relationships. My work is strength- based in nature and informed by relational, psychodynamic, attachment and sociocultural theories.
3/2013 - 10/2013	Sharper Future Colton, CA Staff Psychologist Evaluate and assess newly paroled, convicted sex offenders for

Evaluate and assess newly paroled, convicted sex offenders for mandated treatment. Conduct intake interviews including various required risk assessment instruments before completing a detailed forensic report that is submitted to the California Department of Corrections. Develop, plan and facilitate multiple ongoing High-Risk Sex Offender treatment groups. Facilitate a Federal Substance Abuse and Relapse Prevention group for clients newly released from federal prison. Maintain 10-20 weekly individual clients. Consult with law enforcement and psychiatric and medical professionals to best meet the needs of the client. Supervise postdoctoral residents conducting individual and group treatment. Participate and co-facilitate weekly didactic and group supervision with practicum and postdoctoral level staff.

8/2011 – 5/2012 Humboldt State University

Arcata, CA

Postdoctoral Resident

Maintained a caseload of 15 to 20 clients and couples, using a brief therapy model. Co-facilitated two on-going therapy groups, one for socially anxious students, and a Social Skills group for students with an Autism spectrum diagnosis. Provided up to 10 hours per week of crisis and drop-in appointments during on-call hours. Provided outreach programs to the campus community. Consulted with faculty, staff, students and parents as needed.

8/2010 – 5/2011 Mount Saint Mary's College

Los Angeles, CA

Psychological Intern, Half-time Capic Internship Conducted short-term brief therapy with a caseload of 10 to 12 clients, and maintained one long-term client. Held crisis appointments and consultations. Conducted intake interviews, assessing for severity of pathology and possible fit for the counseling centers brief therapy model. Created and presented outreach programs and workshops for the campus community. Clients were diverse in ethnicity, cultural background, sexual orientation, and economic status, as well as clinical presentation. Made report with client to DCFS for childhood sexual abuse. Utilized suicide contracts and consulted with law enforcement and outside assessment teams on a client's danger to self and others.

Mills College

Oakland, CA

Psychological Intern, Half-time Capic Internship

Completed over 900 total training hours, maintaining a caseload of 10 brief therapy clients and 1 long-term client. Held weekly crisis drop-in hours open to all students. Presented formal case presentations to clinical staff and outside experts in the field. Clients came from very culturally, as well as financially diverse backgrounds and represented a wide range of presenting problems including mild to severe eating disorders, PTSD and childhood sexual abuse, mood disorders, struggles with attachment and individuation, depression, coming out, and questioning gender identity.

 8/2007 – 7/2008 Pacific Center for Human Growth Berkeley, CA
 Psychological Trainee, LGBT Community Clinic
 Completed 20 hours per week of trainings, supervision, meeting with individual clients and co-facilitating a Grief Therapy Group. Conducted brief phone screens to assess for severity of pathology and/or addiction and conduct diagnostic and assessment evaluations through intake interviews. Clients were of the lesbian, gay, bisexual and transgender community. Presenting issues included gender identity disorder, mood disorders, substance abuse, anger, coming out, and sexual problems.

8/2006 – 8/2007 **Marin Treatment Center** San Rafael, CA

Psychological Trainee, Methadone Clinic Maintained a case load of 10 clients whose afflictions surpass that of drug abuse and dependence. Clients included homeless, disabled, elderly and adolescents with diagnosis ranging from mild Depression to PTSD and Paranoid Schizophrenia with sensory hallucinations. Responsibilities consisted of weekly counseling sessions to stabilize and support clients psychologically and in their recovery, as well as managing case files and communicating with other medical and psychiatric personnel in order to maintain an effective treatment plan.

1/2004 – 6/2005 Colorado Timberline Academy

Durango, CO

Counselor, Mediator, Dorm Parent, Activities Coordinator Worked and lived at private-secondary boarding school, providing counseling and supervision for youth aged 14-19. The youth ranged from fully functioning to severely learning disabled, and youth with mild to moderate psychological diagnosis including Autism, Asperger's syndrome, ADD/ADHD, Bipolar, Depression, Eating Disorders, Narcolepsy, OCD, Oppositional Defiant Disorder, and Schizophrenia among others. Assigned five female students for 24-hour care in on-campus housing. Counseled all youth on campus in personal and educational issues. As activities coordinator I planned and implemented age and ability appropriate recreational activities for 45 youth.

2/2004 – 7/2004 Alternative Horizons Center for Domestic Violence Durango, CO

Domestic violence advocate and 24-hour hotline volunteer Received 30 hours of training on a variety of different techniques, services and resources. Worked on hotline providing victims of DV with resources as well as a person to talk to in time of crisis. Worked as an advocate bringing victims of DV to court to request restraining orders, and meeting victims in the emergency room in order to help with and instruct them of their resources and transporting them to safe houses.

3/2004 – 7/2004 **Rape and Crisis Intervention Hotline**

Durango, CO

Hotline volunteer for rape and crisis calls including suicide Received 35 hours of training on suicide assessment and crisis techniques as well as basic counseling methods for hotline use. Provided victims with resources as well as a supportive person to talk to when in need.

Related Professional Experience

2/2006 – 9/2006Personnel Decisions International
San Francisco, CA
Associate Consultant
Personnel assessment and evaluations, conducted structured
behavioral interviews, integrating scores from the California
Personality Inventory (CPI) in order to generate and report
recommendations for an individual's promotion within a company
or corporation.

Research Experience

1/2010 - 7/2011	Body Shame: A Comprehensive Survey of the Literature and Development of an Integrative Framework for Understanding and Treating Body Shame (Doctoral Dissertation)
9/2003 – 12/2003	Meta-Analysis of Treatment Programs for Post Traumatic Stress Disorder (Undergraduate Senior Project) Completed a literature review which went in depth researching different treatment techniques and programs for PTSD from five different psychological schools/approaches.
9/2002 – 12/2002	Sexism Toward Women in the Car Buying Industry Completed a phenomenological field study in the new car industry on whether or not female consumers are met with sexism from sales people in the industry.
4/2003	Presented at the Western Psychology Association for Undergraduate Research Santa Clara, CA "Sexism Toward Women in the Car Buying Industry

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Wellness Program

1033.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on establishing and maintaining a proactive wellness program for department members.

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as physical fitness, mental health, and overall wellness.

Additional information on member wellness is provided in the:

- Chaplains Policy.
- Line-of-Duty Deaths Policy.
- Drug- and Alcohol-Free Workplace Policy.

1033.1.1 DEFINITIONS

Definitions related to this policy include:

Critical incident – An event or situation that may cause a strong emotional, cognitive, or physical reaction that has the potential to interfere with daily life.

Critical Incident Stress Debriefing (CISD) – A standardized approach using a discussion format to provide education, support, and emotional release opportunities for members involved in work-related critical incidents.

Peer support – Mental and emotional wellness support provided by peers trained to help members cope with critical incidents and certain personal or professional problems.

Peer supporter – A member or retired member of the Redmond Police Department who has received training to provide emotional support, moral support, and counseling to a member who needs those services resulting from an incident in an official capacity or to deal with other stress that is impacting the member's performance of official duties. It also includes a nonemployee counselor who has been designated by the Redmond Police Department to provide those same services (RCW 5.60.060).

1033.2 POLICY

It is the policy of the Redmond Police Department to prioritize member wellness to foster fitness for duty and support a healthy quality of life for department members. The Department will maintain a wellness program that supports its members with proactive wellness resources, critical incident response, and follow-up support.

1033.3 WELLNESS COORDINATOR

The Chief of Police should appoint a trained wellness coordinator. The coordinator should report directly to the Chief of Police or the authorized designee and should collaborate with advisers

(e.g., Human Resources, legal counsel, licensed psychotherapist, qualified health professionals), as appropriate, to fulfill the responsibilities of the position, including but not limited to:

- (a) Identifying wellness support providers (e.g., licensed psychotherapists, external peer support providers, physical therapists, dietitians, physical fitness trainers holding accredited certifications).
 - 1. As appropriate, selected providers should be trained and experienced in providing mental wellness support and counseling to public safety personnel.
 - 2. When practicable, the Department should not use the same licensed psychotherapist for both member wellness support and fitness for duty evaluations.
- (b) Developing management and operational procedures for department peer support members, such as:
 - 1. Peer support member selection and retention.
 - 2. Training and applicable certification requirements.
 - 3. Deployment.
 - 4. Managing potential conflicts between peer support members and those seeking service.
 - 5. Monitoring and mitigating peer support member emotional fatigue (i.e., compassion fatigue) associated with providing peer support.
 - 6. Using qualified peer support personnel from other public safety agencies or outside organizations for department peer support, as appropriate.
- (c) Verifying members have reasonable access to peer support or licensed psychotherapist support.
- (d) Establishing procedures for CISDs, including:
 - 1. Defining the types of incidents that may initiate debriefings.
 - 2. Steps for organizing debriefings.
- (e) Facilitating the delivery of wellness information, training, and support through various methods appropriate for the situation (e.g., phone hotlines, electronic applications).
- (f) Verifying a confidential, appropriate, and timely Employee Assistance Program (EAP) is available for members. This also includes:
 - 1. Obtaining a written description of the program services.
 - 2. Providing for the methods to obtain program services.
 - 3. Providing referrals to the EAP for appropriate diagnosis, treatment, and followup resources.
 - 4. Obtaining written procedures and guidelines for referrals to, or mandatory participation in, the program.

- 5. Obtaining training for supervisors in their role and responsibilities, and identification of member behaviors that would indicate the existence of member concerns, problems, or issues that could impact member job performance.
- (g) Assisting members who have become disabled with application for federal government benefits such as those offered through the Public Safety Officers' Benefits Program (34 USC § 10281 et seq.).
 - 1. The coordinator should work with appropriate Department liaisons to assist qualified members and survivors with benefits, wellness support, and counseling services, as applicable, when there has been a member death (see the Line-of-Duty Deaths Policy for additional guidance).

1033.4 DEPARTMENT PEER SUPPORT

1033.4.1 PEER SUPPORT MEMBER SELECTION CRITERIA

The selection of a department peer support member will be at the discretion of the coordinator. Selection should be based on the member's:

- Desire to be a peer support member.
- Experience or tenure.
- Demonstrated ability as a positive role model.
- Ability to communicate and interact effectively.
- Evaluation by supervisors and any current peer support members.

1033.4.2 PEER SUPPORT MEMBER RESPONSIBILITIES

The responsibilities of department peer support members include:

- (a) Providing pre- and post-critical incident support.
- (b) Presenting department members with periodic training on wellness topics, including but not limited to:
 - 1. Stress management.
 - 2. Suicide prevention.
 - 3. How to access support resources.
- (c) Providing referrals to licensed psychotherapists and other resources, where appropriate.
- (d) Referrals should be made to department-designated resources in situations that are beyond the scope of the peer support member's training.

1033.4.3 PEER SUPPORT MEMBER TRAINING

A department peer support member should complete department-approved training prior to being assigned.

1033.5 CRITICAL INCIDENT STRESS DEBRIEFINGS

A Critical Incident Stress Debriefing should occur as soon as practicable following a critical incident. The coordinator is responsible for organizing the debriefing. Notes and recorded statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident.

The debriefing is not part of any investigative process. Care should be taken not to release or repeat any communication made during a debriefing unless otherwise authorized by policy, law, or a valid court order.

Attendance at the debriefing should only include peer support members, mental health professionals, and/or peer support group counselors, and those directly involved in the incident.

1033.6 PEER SUPPORT COMMUNICATIONS

Communications between a qualified peer supporter and a member are considered to be privileged except where allowed by law (RCW 5.60.060).

Communications to crisis referral services by members and all records related to the communications shall be confidential except as allowed by RCW 43.101.425.

1033.7 PHYSICAL WELLNESS PROGRAM

Physical Wellness and Fitness Plans are established via the applicable Collective Bargaining Agreement(s) (CBA). The purpose of the physical fitness plan is to promote the physical capability of the members to meet the inherent physical demands of their job and to enhance the members' general physical fitness level.

1033.8 WELLNESS PROGRAM AUDIT

At least annually, the coordinator or the authorized designee should audit the effectiveness of the department's wellness program and prepare a report summarizing the findings. The report shall not contain the names of members participating in the wellness program, and should include the following information:

- Data on the types of support services provided
- Wait times for support services
- Participant feedback, if available
- Program improvement recommendations
- Policy revision recommendations

The coordinator should present the completed audit to the Chief of Police for review and consideration of updates to improve program effectiveness.

Redmond Police Department

Policy Manual

Wellness Program

1033.9 TRAINING

The coordinator or the authorized designee should collaborate with the Training Sergeant to provide all members with regular education and training on topics related to member physical and mental health and wellness, including but not limited to:

- The availability and range of department wellness support systems.
- Suicide prevention.
- Recognizing and managing mental distress, emotional fatigue, post-traumatic stress, and other possible reactions to trauma.
- Alcohol and substance disorder awareness.
- Countering sleep deprivation and physical fatigue.
- Anger management.
- Marriage and family wellness.
- Benefits of physical exercise and proper nutrition.
- Effective time and personal financial management skills.

Training materials, curriculum, and attendance records should be forwarded to the Training Sergeant as appropriate for inclusion in training records.

1033.10 INTERNET CRIMES AGAINST CHILDREN WELLNESS AND EMPLOYEE RESILIENCE PROGRAM

1033.10.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines to ensure employees are assisted in limiting the potential for secondary or vicarious trauma due to their exposure to images and videos depicting child sexual abuse material (CSAM) and require mandatory counseling for those investigators who primarily participate in ICAC investigations.

1033.10.2 POLICY

The Redmond Police Department recognizes that research has identified that those individuals who are required to view CSAM images at work may experience specific stressors associated with their exposure to images or videos depicting child sexual abuse. To support its members, the department has created an Employee Wellness Program and specific mandated counseling for ICAC investigators. This program is in addition to the existing City of Redmond Employee Assistance Program.

1033.10.3 EMPLOYEE RESILIENCE PROGRAM

The Redmond Police Department's ICAC Wellness and Employee Resilience Program will feature the following:

- (a) The program should include elements (e.g., education, intervention, counseling services, and evaluation) that are administered by a professional with specialized training in trauma intervention, ideally secondary trauma, if the specialty is available.
- (b) The professional care provider should be an outside resource, not an employee of the City of Redmond. This ensures confidentiality and helps remove barriers to open communication. Confidentiality can be maintained by assigning random code numbers to task force members to be used when the task force member meets with the culturally competent counselor. These services will be provided at no cost to the employee.
- (c) Select elements of the program will be mandatory for detectives involved in ICAC investigations and other services will be offered on a needed basis.
 - Meeting with the counselor bi-annually on an individual basis will be mandatory for any Redmond Police Department employee who is a member of the ICAC Task Force, as overseen by the Seattle Police Department locally. This removes stigma for employees who want to seek help and can increase employee awareness of the subtle, cumulative effects that regular exposure may produce.
 - 2. All members who are exposed to images or videos depicting child sexual abuse of are encouraged to meet with the counselor when they are experiencing any symptoms of secondary (vicarious) trauma.
- (d) Participating in the Employee Resilience Program is not a "Fit for Duty" assessment and will have no report or conclusion provided to the department, other than date of attendance if requested.
- (e) The ICAC Task Force is overseen by the Seattle Police Department and participation is voluntary.



Memorandum

Date: 6/3/2025 Meeting of: City Council			File No. AM No. 25-089 Type: Consent Item	
TO: Members of the City Council FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):				
Police	Chief Darrell Lowe		425-556-2521]
DEPARTMENT STAFF:				
Police	Brian Coats	Deputy Ch	nief]

<u>TITLE</u>:

Speed Safety Camera Pilot Program, Ordinance Amendment, and Vendor Contract

a. Ordinance No. 3216: An Ordinance of the City of Redmond, Washington, Relating to the Use of Automated Traffic Safety Cameras; Authorizing Use of these Cameras to Detect Speed Zone Infractions in School Zones; Incorporating RCW 46.63.220 into this Ordinance; Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

The Police Department is seeking Council approval to proceed with the development of an automated speed safety camera program in school zones. We request approval of the amended Redmond Municipal Code 10.25, which governs the use of automated traffic safety cameras. The proposed amendment removes references to red-light cameras, retaining only the authorization to use speed safety cameras for school zone enforcement, and incorporates language required by RCW 46.63.220.

Additionally, we are seeking approval of the contract with NovoaGlobal, the selected vendor, to support effective implementation of the program.

□ Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

□ Receive Information

□ Provide Direction

Approve

REQUEST RATIONALE:

Relevant Plans/Policies:
 RCW 46.63.220
 HSHB 2384
 Safer Streets Action Plan

- Required: N/A
- Council Request: Enter the meeting and date when Council requested this information.
- Other Key Facts: N/A

OUTCOMES:

State law governing automated traffic safety cameras requires cities to conduct an analysis of proposed camera locations. This analysis must include equity considerations, such as the impact of camera placement on livability, accessibility, economics, education, and environmental health. Additionally, it must demonstrate a clear need for camera placement based on factors such as the presence of vulnerable road users, evidence of speeding, and collision history.

Placing automated safety cameras in school zones will enhance public safety by reducing excessive speeding in areas with high pedestrian and cyclist activity. By ensuring consistent enforcement, these cameras will help create safer environments for students walking or biking to school, families navigating drop-off and pick-up times, and all road users. The expected outcome is a measurable reduction in speeding, fewer near-misses and collisions, and overall improved safety for Redmond's most vulnerable road users.

A recent update to state law recommends that cities with existing speed safety camera ordinances amend them to align with new statutory requirements. Redmond Municipal Code 10.25 was originally adopted to authorize the use of automated traffic safety cameras for enforcing red-light and school speed zone violations. As part of the amended ordinance, references to red-light enforcement were removed, leaving only authorization to place cameras in school zones.

After implementing a pilot speed safety cameras program at the three schools, the Police Department will report out to Council and City leadership the results of the program and consider the possibility of future camera deployments.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

Fall 2024 Redmond Schools Parent/Guardian Questionnaire. 39.4% of respondents said slower vehicle speeds at surrounding schools would make them more comfortable with their child walking or biking to school.

Another community questionnaire specific to speed safety cameras was conducted in the spring of 2025. This questionnaire provided more detailed information about the community's awareness and general acceptance of speed safety cameras.

• Feedback Summary: See attached Safer Streets Survey Data

BUDGET IMPACT:

Total Cost:				
Money generated from the revenue of this pro	oject pays the	e vendor services.		
Approved in current biennial budget:	🗆 Yes	🗆 No	⊠ N/A	
Budget Offer Number: 228 Criminal Justice				
Budget Priority: Safe and Resilient				
Other budget impacts or additional costs: If yes, explain:	Yes	No No	N/A	optor N/A
Examples: software with a yearly cost, revenue Funding source(s): Speed enforcement fines	e generating,	match requiremen	ns, etc If none,	enter N/A.

Budget/Funding Constraints: N/A

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/19/2023	Committee of the Whole - Public Safety and Human Services	Receive Information
9/17/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
1/28/2025	Study Session	Provide Direction

3/18/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction
4/8/2025	Study Session	Provide Direction
4/15/2025	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	Committee of the Whole - Public Safety and Human Services	Approve
6/3/2025	Business Meeting	Approve

Time Constraints:

None

ANTICIPATED RESULT IF NOT APPROVED:

Automated speed enforcement cameras will not be used as a resource in the City.

ATTACHMENTS:

Attachment A: Amended Redmond Ordinance 10.25 (Automated Speed Cameras)

Attachment B: Speed Camera Program Analysis and Recommendations

Attachment C: Service Agreement Between the City of Redmond and NovoaGlobal, Inc.

Attachment D: NovoaGlobal Sole Source Justification.

Attachment E: Safer Streets Survey Data

CITY OF REDMOND ORDINANCE NO.

AN ORDINANCE OF THECITY OF REDMOND, WASHINGTON, RELATING TO THE USE OF AUTOMATED TRAFFIC SAFETY CAMERAS; AUTHORIZING USE OF THESE CAMERAS TO DETECT SPEED ZONE INFRACTIONS IN SCHOOL ZONES; INCORPORATING RCW 46.63.220 INTO THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the use of automated traffic safety cameras is authorized to and detect school speed zone violations only; and

WHEREAS, before deploying automated traffic safety cameras at a new location or relocating an existing camera, the City must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located before adding traffic safety cameras and such analysis shall include an equity analysis as required by RCW 46.63.220, evaluating the impact on livability, accessibility, economics, education, and environmental health; and

WHEREAS, the State Legislature has passed a law authorizing local jurisdictions to use automated traffic safety cameras subject to restrictions specified in that legislation; and

WHEREAS, the City Council of Redmond recognizes the value of implementing an automated enforcement program in furtherance of

its goals in maintaining a safe traffic/pedestrian environment for its citizenry.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

<u>Section 1</u>. <u>Classification</u>. The amendments to RMC 10.25.010-10.25.070 made in Section 2-7 of this ordinance are of a general and permanent nature and shall become a part of the Redmond Municipal Code.

<u>Section 2.</u> <u>Amendment of Section.</u> RMC 10.25.010 is hereby amended to read as follows:

10.25.010 Use of automated traffic safety cameras authorized.

The use of automated traffic safety cameras is authorized to detect (1) stoplight violations at arterial intersections, and (2) school speed zone violations, subject to the restrictions specified in state law (CHAPTER 167, LAWS OF 2005, "TRAFFIC SAFETY CAMERAS," CODIFIED AT RCW 46.63.170, WITH AN EFFECTIVE DATE OF JULY 24, 2005). (RCW 46.63.220, effective July 12, 2024).

Section 3. Amendment of Section. RMC 10.25.030 is hereby amended to read as follows:

10.25.030 Restrictions on use.

The use of automated traffic safety cameras is subject to the following restrictions:

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4922-2928-4922, v. 2 } } A. Use of automated traffic safety cameras is restricted to arterial intersections and, school speed zones only.

B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. Pictures taken by automated traffic safety cameras must not reveal the face of the driver or any passenger in the vehicle.

C. THE CITY SHALL CLEARLY MARK EVERY LOCATION WHERE AN AUTOMATED TRAFFIC SAFETY CAMERA IS USED BY PLACING SIGNS IN LOCATIONS THAT CLEARLY INDICATE TO A DRIVER THAT SHE OR HE IS ENTERING A ZONE WHERE TRAFFIC LAWS ARE ENFORCED BY AN AUTOMATED TRAFFIC SAFETY CAMERA. MARKINGS OR SIGNALS SHALL CLEARLY INDICATE WHEN AUTOMATED SAFETY CAMERAS ARE ENFORCING SCHOOL SPEED ZONE LAW

D. All locations where an automated traffic safety camera is used must be clearly marked with signage installed at least 30 days before the camera becomes operational. The signage must clearly inform drivers that they are entering an area where traffic violations are enforced by an automated traffic safety camera. Additionally, in school speed zones, the signage must explicitly indicate that automated safety cameras are being used to enforce school speed zone laws. <u>Section 4.</u> <u>Amendment of Section.</u> RMC 10.25.050 is hereby amended to read as follows:

For the purposes of this chapter, "automated traffic safety camera" means a device that uses a vehicle sensor installed to work in conjunction with an intersection traffic control system and a camera synchronized to automatically record one (1) or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle at the time the vehicle fails to stop when facing a steady red traffic control signal or exceeds a speed limit in a school zone as detected by a speed measuring device.

Section 5. Amendment of Section. RMC 10.25.060(A) is hereby amended to read as follows:

traffic infraction Α. involving Τn а case an infraction detected through the use of an automated traffic safety camera, as described herein and in RCW 46.63.220 [170], proof that the particular vehicle described in the notice of traffic infraction was in violation of RCW 46.61.055 or 46.61.440, together with proof that the person named in the notice of traffic infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

<u>Section 6.</u> <u>Amendment of Section.</u> RMC 10.25.070 is hereby amended to read as follows:

Infractions detected through the use of automated traffic safety cameras, as described herein and in RCW 46.63.220[170], are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this chapter shall be processed in the same manner as parking infractions as set forth in RCW 3.46.120, 3.50.100, 3.62.040, 46.16.216 and 46.20.270(3).

<u>Section 7.</u> <u>Amendment of Section.</u> RMC 10.25.080(D) is hereby amended to read as follows:

D. Any money received from penalties for red light and school speed zone infractions detected by an automated traffic safety camera shall be used to cover the cost of the automated traffic safety camera program and any money received that exceeds the cost of the program shall only be used for additional traffic safety programs and traffic safety capital improvements within the City.

<u>Section 8.</u> <u>Severability</u>. If any section, sentence, clause or phrase of this ordinance, of the Redmond Municipal Code, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

<u>Section 9.</u> <u>Effective Date.</u> This ordinance shall take effect and be in full force five (5) days after publication of a summary thereof consisting of the title.

ADOPTED by the Redmond City Council this ____ day of ____, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK: PASSED BY THE CITY COUNCIL: SIGNED BY THE MAYOR: PUBLISHED: EFFECTIVE DATE: ORDINANCE NO.

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City of Redmond

SPEED SAFETY CAMERA PILOT PROGRAM

June 3, 2025



Brian Coats, Deputy Police Chief, Redmond Police Department and Michael Hintze, Transportation Planning Manager, City of Redmond

PURPOSE

This report provides an evaluation of proposed locations for speed safety cameras within the City of Redmond, as required by RCW 46.63.220(3) and ensures that camera placement decisions are informed by a thorough examination of considerations, including their impact on equity, livability, accessibility, economics, education, and environmental health.

Speed safety cameras have been shown to significantly reduce speeding and collisions, creating safer environments for all road users, particularly in school and park zones where vulnerable populations are most at risk. Unlike traditional enforcement methods that require a uniformed police presence at every location, traffic safety cameras provide a cost-effective and scalable solution to changing driver behavior.

Speed safety cameras eliminate the potential for bias in enforcement by objectively targeting vehicle speed rather than the individual operating the vehicle. This ensures that all drivers are treated consistently and fairly.

In addition, this report demonstrates the need for speed safety cameras in each proposed location through data-driven evidence, such as:

- Travel by vulnerable road users
- Documented speeding incidents
- Rates of collisions
- Near-collision reports
- The ineffectiveness or lack of feasibility of other mitigation measures

The City of Redmond aims to enhance public safety, address community concerns, and ensure a fair, equitable, and transparent approach to implementing speed safety cameras. This report provides an analysis of considerations for the proposed traffic camera locations and examines whether there is a demonstrated need for such cameras. The current proposal is to place speed safety cameras in school zones at the following locations:

- Redmond High School 17272 NE 104th Street
- Redmond Middle School 10055 166th Avenue NE
- Rose Hill Middle School 13505 NE 75th Street

After implementing a pilot speed speed safety camera program in school zones, the Police Department will report out to Council and City leadership the results of the program. Depending on the success of the program in terms of reducing speeds, the report will also include plans to propose expanding the program to additional schools and park zones. Speed surveys were conducted at the following park locations in early 2025:

- Grass Lawn Park 7031 148th Avenue NE
- Idylwood Park 3650 West Lake Sammamish Parkway NE
- Anderson Park 7802 168th Avenue NE
- Marymoor Park 6046 West Lake Sammamish Parkway NE

- Sixty Acres Park 15200 NE 116th Street
- Esterra Park –2718 156th Avenue NE

Additional speed surveys would be conducted before proposing cameras in additional school zones and park zones.

BACKGROUND

The City of Redmond adopted Chapter 10.25 of the Redmond Municipal Code in 2006, authorizing the use of automated traffic safety cameras to enforce traffic laws and enhance public safety. The ordinance specifically allowed the deployment of automated cameras in areas, such as school zones and intersections to address speeding and red-light violations.

In June 2024, Washington state enacted Senate Bill 2384, which revised the legal framework governing automated speed cameras for traffic enforcement. The updated legislation expanded the permissible locations for automated cameras to include school speed zones, school walk zones, public park speed zones, hospital speed zones, and roadway work zones. Additionally, the law introduced a requirement for cities to conduct an equity analysis before installing cameras. This analysis must evaluate the potential impact of camera placement on the community's livability, accessibility, economics, educational opportunities, and environmental health.

EQUITY CONSIDERATIONS

Equity is a core guiding principle in the City of Redmond's Comprehensive Plan update (Redmond 2050). In the context of Redmond 2050 advancing equity means investing in travel modes that improve mobility for those who do not drive. People who do not drive in Redmond may include youth, persons with disabilities, older adults, and low-income populations. Cost-burdened households are households that spend more than 30 percent of their income on housing. These may be households that rely more on walking, biking and taking transit to reduce transportation costs. Creating safer streets using strategies, such as speed safety cameras aligns with the City's transportation equity goals. Table 1 shows that all locations where speed safety cameras are proposed have higher percentages of one or more populations that likely have more people that don't drive when compared to the City overall (with the exception of the Idylwood Park area).

Location	Household with Seniors (64+)	Youth Population (under 18)	Low-Income (200% of Federal Poverty Threshold)	Disabled Adult Population	Cost- Burden Household
Redmond High School	59%	16%	4%	8%	55%
Rosehill Middle School	31%	19%	8%	9%	19%

Table 1: Percent Equity-Seeking Population Within Areas Proposed for Speed Safety Cameras

Redmond Middle School	36%	19%	11%	5%	20%
Redmond Elementary School	19%	32%	5%	5%	5%
Grass Lawn Park	28%	16%	6%	9%	39%
ldylwood Park	18%	20%	1%	7%	14%
Anderson Park	5%	5%	21%	5%	48%
Marymoor Park	31%	13%	18%	7%	41%
City-wide	22%	22%	11%	7%	25%

1

Livability

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and has supportive community features and services. Redmond's Speed Safety Camera Program supports livability as it is intended to slow vehicle traffic in school and park zones, making it safer for all community members, and reducing noise generated by vehicles traveling at higher speeds. Residents and visitors in the specific neighborhoods where cameras are being deployed will benefit most. The City will monitor for any unintended consequences, such as traffic diverting to avoid cameras through its annual traffic volume count program and Q-Alert system, which allows community members to submit requests and concerns. In addition, traffic collisions and speed data will continue to be collected and analyzed to ensure livability benefits are fully realized.

Accessibility

Accessibility, or the ability for a person to access their destinations directly and without barriers, will be enhanced by the deployment of speed safety cameras. Crossing the street can be a significant barrier to pedestrians, particularly children, and is often a major concern for parents and guardians who are considering allowing their children to walk, bike, or roll to school. Speed safety cameras will encourage slower vehicle speeds, which will improve drivers yielding to pedestrians and bicyclists who are crossing the street.

Economics

While the road users most likely to incur fines are drivers of personal vehicles, there is potential for speed safety cameras to impose a financial burden on low-income individuals. To minimize these

¹ Blue number represents that the average of the neighborhood is higher than the citywide average.

² The analysis unit is Census block group.

harms on low-income individuals and comply with the RCW, the City of Redmond will coordinate with Northeast District Court to allow for options to enter into a payment plan, or for first time offenders, seek automatic relief in the form of a 50% reduction in the fine if they meet established criteria.³ A form for fine reduction would be included with the citation.

Education

Transparency is critical for a Speed Safety Camera Program. The City of Redmond will ensure that the community is aware of speed safety camera installations, why they are being installed, when cameras will be active, how they work, fine amounts, and provide clear answers to frequently asked questions. The City of Redmond will use a variety of channels to educate the community such as, social media, earned media, and the City's website. When the program is fully operational, a warning period of approximately 30 days will commence to assess and refine the system before fines are issued.

Environmental Health

Speed safety cameras are expected to contribute positively to environmental health by promoting safer and more efficient traffic flow. These cameras encourage compliance with speed limits and reduce instances of aggressive driving, which in turn minimizes sudden acceleration and braking, both of which contribute to increased fuel consumption and emissions. Additionally, speed safety cameras may positively impact environmental health by reducing vehicle speeds, leading to lower noise pollution and a decreased risk of traffic collisions, which can have environmental consequences.

DEMONSTRATED NEED FOR AUTOMATED SPEED CAMERAS

School Zone Speed Studies

Speed survey data collected at Redmond High School, Rose Hill Middle School, and Redmond Middle School in January 2025 highlights a consistent pattern of speeding in school zones during peak commute hours, posing significant safety risks to vulnerable road users on foot, bicycle, and other modes of transportation. As illustrated below, the data shows that every day about 20% of the total vehicles were traveling at least 6 mph over the posted limit at Redmond High School and Redmond Middle School, and over 50% of the total vehicles were traveling at least 6 mph over the vehicles were traveling at least 6 mph over the limit at Rose Hill Middle School. See Table 2.

Table 2a: Redmond High School (NE 104th Street) – 20 MPH AM and PM School Zone

	Wednesday, Jan. 22, 2025	Thursday, Jan. 23, 2025	Friday, Jan. 24, 2025
Total Vehicle Count	2,098	2,138	2,061
6+ Over the Limit	414	424	404

³ This mechanism is not available to individuals who have had a similar citation within the previous three weeks.

Percent	19.7%	19.8%	19.6%
rereent	15.770	15.670	15.070

Highest recorded speed: 43 MPH

Table 2b: Redmond Middle School (166th Avenue NE) – 20 MPH School Zone

	Wednesday, Jan. 22, 2025	Thursday, Jan. 23, 2025	Friday, Jan. 24, 2025
Total Vehicle Count	2,697	2,928	2,784
6+ Over the Limit	504	595	601
Percent	18.7%	20.3%	21.6%

Highest recorded speed: 62 MPH

2c: Rose Hill Middle School (140th Avenue NE) - 20 MPH School Zone

	Wednesday, Jan. 22, 2025	Thursday, Jan. 23, 2025	Friday, Jan. 24, 2025
Total Vehicle Count	655	670	672
6+ Over the Limit	381	401	419
Percent	58%	59.9%	62.4%

Highest recorded speed: 54 MPH

School Zone Safety Data

An analysis of five years of crash data (2019 - 2024) shows that there have been no fatal crashes and a total of four injury crashes among the three school zones with no crashes in the Rose Hill Middle School zone.

Table 3: Crash Data for School Zones (2019 - 2024)

Location	Boundary	Number of Crashes	Fatal	Injury	Property Damage
Redmond High School	NE 104th St from 170th Ave NE to 179th Ave NE	5	0	1	4
Rose Hill Middle School	NE 75th St from 134th Ave NE to 140th Ave NE	0	0	0	0
Redmond Middle School	166th Ave NE from NE 98th St to NE 107th St; NE 104th St from 163rd Ave NE to 168th Ave NE	11	0	3	8

PARK ZONES

Park Zone Speed Data

Speed surveys conducted at Grass Lawn, Idylwood, Marymoor, Anderson, Sixty Acres, and Esterra parks highlight a consistent and significant issue with speeding during park hours, posing a danger to pedestrians, cyclists, and other park visitors. See Table 4:

Table 4a: Grass Lawn Park (Old Redmond Road) 30 MPH Speed Limit

	Sunday, Dec. 31, 2023	Monday, Jan. 1, 2024	Tuesday, Jan. 2, 2024	Wednesday, Jan. 3, 2024	Thursday, Jan. 4, 2024
Total Vehicle Count	4,588	3,562	7,845	8,410	8,132
11+ Over	203	189	279	306	301
Percent	4.4%	5.2%	3.6%	3.6%	3.7%

Table 4b: Idylwood Park (West Lake Sammamish Parkway NE) 35 MPH Speed Limit

	Sunday, Dec. 31, 2023	Monday, Jan. 1, 2024	Tuesday, Jan. 2, 2024	Wednesday, Jan. 3, 2024	Thursday, Jan. 4, 2024
Total Vehicle Count	2,990	2,586	5,053	5,504	5,481
11+ Over	72	74	86	124	101
Percent	2.4%	2.9%	1.7%	2.3%	1.8%

Table 4c: Marymoor Park (West Lake Sammamish Parkway NE) 35 MPH Speed Limit

	Sunday, Dec. 31, 2023	Monday, Jan. 1, 2024	Tuesday, Jan. 2, 2024	Wednesday, Jan. 3, 2024	Thursday, Jan. 4, 2024
Total Vehicle Count	6,056	4,555	8,068	8,727	8,625
11+ Over	663	586	823	895	825
Percent	10.9%	12.9%	10.2%	10.3%	9.6%

	Wednesday, July 17, 2024	Thursday, July 18, 2024	Friday, July 19, 2024	Saturday, July 20, 2024	Sunday, July 21, 2024
Total Vehicle Count	7,366	7,236	6,514	5,424	4,951
11+ Over	83	92	88	70	57
Percent	1.1%	1.3%	1.4%	1.3%	1.2%

Table 4e: Sixty Acres Park (NE 116th Street) 35 MPH Speed Limit

	Thursday, July 25, 2024	Friday, July 26, 2024	Saturday, July 27, 2024	Sunday, July 28, 2024	Monday, July 29, 2024
Total Vehicle Count	1,403	4,415	5,035	4,928	1,045
11+ Over	81	7	12	9	79
Percent	5.8%	.16%	.24%	.18%	7.6%

Table 4f: Esterra Park (Turing Street) 25 MPH Speed Limit

	Thursday, July 25, 2024	Friday, July 26, 2024	Saturday, July 27, 2024	Sunday, July 28, 2024	Monday, July 29, 2024
Total Vehicle Count	4,918	4,346	3,319	2,939	4,208
11+ Over	142	110	82	82	126
Percent	2.9%	2.5%	2.5%	2.8%	3%

The speed survey data across all three schools and identified park zones demonstrates a consistent and significant need for enhanced speed enforcement. Excessive speeds in these areas create an unsafe environment for vulnerable road users, particularly during times when pedestrian, cyclist, and vehicle traffic are at their highest. School zones see high volumes of students walking, biking, or rolling to school, as well as families dropping off or picking up children, intensifying the risk of collisions and near-misses caused by speeding vehicles.

Similarly, parks are frequented by families, children, and recreational users who rely on safe crossings and streets with traffic calming measures to access these community spaces. High volumes of pedestrians and cyclists in park zones further underscore the need for speed control measures to protect vulnerable road users from the dangers of speeding vehicles. Parks serve as vital hubs for recreation and community engagement, and ensuring safe access to these spaces is critical to the livability of the City of Redmond.

The installation of automated speed enforcement cameras in both school and park zones would serve as a critical deterrent to speeding, significantly improve compliance with posted speed limits, and enhance safety for all road users. By reducing vehicle speeds, these cameras would not only mitigate the

heightened risk of collisions, but also create a safer and more accessible environment for students, families, and community members navigating these high-risk areas.

Park Zone Safety Data

Crash data from 2019 to 2024 underscores the ongoing traffic safety concerns in Redmond's park zones, where a total of 155 crashes have occurred, resulting in **one death and 36 injury-related incidents**. Anderson Park alone accounted for **122 crashes,** highlighting the risks in high-traffic recreational areas. Even in smaller park zones like Grass Lawn, Idylwood, and Marymoor, crashes continue to impact pedestrian and vehicle safety, with the majority resulting in property damage.

These numbers emphasize the need for enhanced traffic enforcement measures, such as automated safety cameras, to reduce speeding and improve overall safety in park zones. By addressing these concerns proactively, the City can better protect its residents, visitors, and vulnerable road users enjoying our parks.

Location	Boundary	Number of Crashes	Fatal	Injury	Property Damage
Grass Lawn Park	148th Ave NE from NE 68th St to NE 74th St; Old Redmond Way from 141st Ave NE to 149th Ave NE	19	1	4	14
Idylwood Park	West Lake Sammamish Pkwy NE from 180th Ave NE to NE 39th Ct	5	0	1	4
Anderson Park	Redmond Way from 166th Ave NE to 170th Ave NE; NE 79th St from 166th Ave NE to Avondale Way	122	0	27	95
Marymoor Park	East Lake Sammamish PKWY NE from NE 53rd Ct to NE 65th St	9	0	4	5

Table 5: Crash Data for Park Zones (2019 - 2024)

SPEED CAMERA DEPLOYMENT PLAN

The following steps are required or encouraged either by Washington state law, city ordinance, or best practices.

• **Signage:** As required by RCW 46.63.220(7), signs notifying drivers they are within an area where automated traffic safety cameras are authorized or entering an area where violations are enforced by an automated traffic safety camera must be placed **30 days prior** to the activation of cameras.

- School Zone Beacons: School zone speeding violations will only be issued during designated school hours when amber beacons are flashing. These designated hours typically include 30 minutes before the start of school and after school until 5 p.m. to account for extracurricular activities when children are present. Enforcement of school zone speeding violations will be closely aligned with the school's schedule to ensure accuracy and fairness.
- **Speeding Enforcement Threshold:** The National Highway Traffic Safety Association (NHTSA) recommends a threshold of no less than 6 mph above the speed limit in school zones and a threshold of up to 11 mph on most roads.⁴
- Fines: Per RCW 46.63.220(16), the amount of fine issued using an automated traffic safety camera may not exceed \$145* on public roads and may be doubled to \$290* in school zones. The penalty schedule for the City of Redmond is as follows when the 20 MPH school zone beacon is flashing:
 - 6-9 mph over the limit (26-29 mph): \$110.00
 - 10-14 mph over the limit (30-34 mph): \$220.00
 - 15+ mph over the limit (35+ mph): \$290.00
- Warnings: When the program is fully operational, a warning period of 45 days will commence to assess the system and correct problems before fines are issued. During the warning period, motorists violating the speed limit will receive a courtesy warning notice in the mail, showing their location, date/time, vehicle speed, posted speed limit with beacon activation, and fine amount. There is no penalty to pay and no response is required during the warning period.
- **Objective Enforcement:** Per RCW 46.63.220(8), automated traffic safety cameras are limited to recording images of the vehicle and its license plate, and only during the occurrence of a violation. These cameras are specifically designed to ensure privacy by not capturing images that reveal the faces of the driver or passengers. Additionally, data is not shared between automated traffic safety cameras and fixed automated license plate reading cameras.
- **Due Process:** A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation. The registered owner of the vehicle is responsible for an infraction, unless they state under oath the vehicle was stolen or in control by a person other than the registered owner. A person receiving an infraction notice based on evidence detected by an automated traffic safety camera may respond to the notice by mail. All notices are reviewed and approved by police staff.
- Vendor Services: The automated traffic safety camera vendor is compensated solely for the value of the equipment and administrative services. The vendor's fees may not be based on a portion of the fine revenue generated by the equipment.

⁴ NHTSA Speed Enforcement Camera Systems Operational Guidelines <u>Microsoft Word - Job 4660 Speed Enforcement Camera</u> <u>Systems Operational Guidelines April 15 2008.doc</u>

*Fine amounts are adjusted by inflation every 5 years

Reduced Penalties for Eligible Recipients

Per RCW 46.63.210-260, registered vehicle owners who receive notices for infractions enforced by automated traffic safety cameras and are recipients of public assistance or participants in the Washington Women, Infants, and Children (WIC) Program are eligible for a 50% reduction in penalties upon request.

Mandatory Reporting

The statute governing automated speed safety cameras requires cities to post an annual report on the City's website detailing the number of collisions that occurred at each location where an automated safety camera is located, as well as the number of infractions issued for each camera. Additionally, the Police Department will provide City Council with an update on this data at least twice annually.

Community Engagement

The Fall 2024 Redmond Schools Parent/Guardian Transportation Questionnaire was open in October 2024 and was sent out to parents and guardians at the elementary and middle schools. Some of the questions asked pertained to safety around schools.

41/104 (39.4%) respondents said that slower vehicle speeds surrounding schools would make them feel more comfortable with their child walking or biking to school.

In a free response question asking if there are any specific improvements that would make them feel more comfortable with their children walking or biking to school, 10/42 (23.8%) respondents shared that drivers are ignoring speed limits, driving too fast, or otherwise speeding through school zones and it is making their children unsafe.

Another community questionnaire specific to speed safety cameras was conducted in March/April 2025. 144 respondents (36.7%) had strong concerns about traffic safety in areas near parks and schools in Redmond and 93 or 23.7% sometimes had concerns about traffic safety. Based on the questionnaire results, the top two traffic safety concerns were distracted driving and speeding. When asked how supportive they were of measures, such as speed safety cameras to reduce speeding and improve safety near schools, 201 respondents (52%) were not supportive. 147 or 37.5% were supportive along with 44 (11.2%) who were neutral. For the same question regarding parks, 215 (54.8%) were not supportive along with 126 (32.1%) supportive, and 51 (13.0%) neutral.

Police staff have engaged City Council in conversations about the automated traffic safety programs during committee meetings on September 19, 2023, September 17, 2024, and March 18, 2025, and discussed this topic during the Jan. 28, 2025 Council study session. The program, including the amended city ordinance and vendor contract, was voted down during the April 15, 2025 business meeting.

Automated traffic safety cameras were discussed with the Chief's Community Equity Action Team (CEAT) on Jan. 22, 2025. We received no comments, questions, or concerns from the team.

City and Court Staffing

If the proposed implementation of an automated traffic safety program is approved by the City Council, it will significantly increase the volume of infractions and the time required for court staff to process and adjudicate them. Northeast District Court staff, who already manage infractions from automated cameras in other jurisdictions within their purview, have expressed confidence that their current staffing levels are sufficient to handle the anticipated increase.

The City's Finance Department will need to establish a financial remittance process to ensure all revenue generated by automated safety cameras is allocated to cover the costs of additional traffic safety programs and traffic safety capital improvement projects.

SUMMARY

The City of Redmond is planning to implement new traffic safety cameras to enhance public safety by reducing speeding in key areas. The placement and deployment of these cameras are guided by best practices in equitable traffic management, using both national research and local data. By taking these steps, we are addressing safety concerns, promoting fairness, and improving the overall quality of life for everyone in Redmond.

This report evaluates the placement of automated traffic safety cameras in Redmond, ensuring equitable and data-driven decision-making. Automated cameras are a cost-effective way to reduce speeding and collisions, particularly in school and park zones, protecting vulnerable road users such as children, seniors, and pedestrians. The report examines the impact on equity, including livability, accessibility, economic considerations, education, and environmental health.

Speed studies show significant speeding in school and park zones, with up to 62% of vehicles exceeding speed limits in school zones and 10 - 12% in certain park areas. Crash data (2019 - 2024) highlights traffic safety concerns, with school zones recording 47 crashes and park zones reporting 155 crashes, including one death and 36 injury-related incidents. Automated speed enforcement cameras in school zones will deter speeding and enhance safety for the City's vulnerable road users.

SERVICES AGREEMENT BETWEEN THE CITY OF REDMOND, WASHINGTON AND NOVOAGLOBAL, INC. FOR TRAFFIC INFRACTION DETECTION & ENFORCEMENT PROGRAM

This AGREEMENT (the "Agreement") made this <u>day of May, 2024</u>, by and between NovoaGlobal, Inc., a Delaware corporation having a place of business at 8018 Sunport Drive, Suite 203, Orlando, Florida 32809 ("NG"), and the City of Redmond, a municipal corporation of the State of Washington, having an address at 15670 NE 85th St, Redmond, WA 98052 (the "Customer" and together with NG, the "Parties" and each singularly a "Party").

WITNESSETH:

WHEREAS, pursuant to the Chapter 10.25 of the Redmond Municipal Code as currently enacted or hereafter amended, the Customer may implement an automated photo enforcement program; and

WHEREAS, NG has the knowledge, possession, and ownership of certain equipment, licenses and processes, referred to collectively as the NG Safety System (the "System(s)"); and

WHEREAS, the Customer desires to use the Systems to monitor and enforce school speed zone violations. Future uses could include park zone speed enforcement and red-light violations in accordance with applicable laws and ordinances; and

WHEREAS, the Parties desire to enter into this Agreement, whereby NG will (i) install and assist the Customer in the administration and operation of the Systems, as described in more detail on *Exhibit A* to this Agreement at the locations within the Customer's jurisdiction, and provide to the Customer the services (the "Services"), all as more fully described on *Exhibit A*;

NOW, **THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **RECITALS AND EXHIBITS**. The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. SERVICES

2.1. NG agrees to use commercially reasonable efforts to install and provide to the Customer for the Term the Systems and Services including the equipment (the "Equipment") and software (the "Software") to be supplied and installed by NG in accordance with *Exhibit A* (including the provision of all construction drawings, permit applications and other documents required by applicable law for the

installation and operation of the System(s)). In addition, if and to the extent set forth in *Exhibits A and B* NG shall also supply to the Customer:

- **2.1.1.**infraction preparation processes that assist the Customer in complying with current applicable law;
- **2.1.2.**training of personnel designated by the Customer involved with the operation of the Systems and/or the enforcement and disposition of infractions;
- **2.1.3.**expert witness testimony regarding the operation and functionality of the System; and
- 2.1.4. other support services for the System as set forth in *Exhibit A*.
- **2.2.** The Customer understands and agrees that (i) NG may, subject to the prior approval of the Customer, which approval shall not be unreasonably delayed, conditioned or withheld, subcontract with third parties for the provision or installation of part or parts of the Systems or Services and (ii) installation of the Systems requires the Customer's cooperation and compliance with NG's reasonable instructions (including but not limited to Customer's provision of the personnel, equipment, engineering plans, and other resources as described in *Exhibit A* or as otherwise reasonably requested by NG) and reasonable access by NG (or such third parties) to Customer premises and systems and the Customer agrees to provide all of the foregoing to NG.
- **2.3.** The Customer understands and agrees that the Systems will be owned by NG (or its designees). The Customer shall use its best efforts to assist NG to identify any third-party who is responsible for damage to the Systems or any part thereof.
- **2.4.** NG shall coordinate its work with the Customer's police, public works and engineering departments and, as necessary or required, with the Department of Transportation.

3. LICENSE/RESERVATION OF RIGHTS

3.1. LICENSE. Subject to the terms and conditions of this Agreement, NG hereby grants the Customer during the Term, and the Customer hereby accepts from NG upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the Customer, access and use the NG System (including any hardware and software provided or given access to the customer) for the sole purpose of reviewing Potential Violations and authorizing the issuance of NOIs pursuant to the terms of this Agreement, and to print copies of any content posted on the NG System in connection therewith, (b)

disclose to the public (including outside of the Customer) that NG is providing services to the Customer in connection with Photo Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the NG Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Enforcement Program, so long as any and all such publications or materials are approved in advance by NG. Except as provided in Section 22 the license rights granted to Customer in the Section shall terminate at the expiration or termination of the Agreement.

- **3.2.** RESERVATIONS OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) NG is the sole and exclusive owner of the NG System, the NG Marks, all Intellectual Property arising from or relating to the NG System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 3.3. RESTRICT USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the NG System, including but not limited to any Equipment, (b) alter, remove or tamper with any NG Marks, (c) use any of the NG Marks in any way which might prejudice their distinctiveness, validity or the goodwill of NG therein, (d) use any trademarks or other marks other than the NG Marks in connection with the Customer's use of the NG System pursuant to the terms of this Agreement without first obtaining the prior consent of NG, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the NG System, the NG System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of NG, or cause any other Person to do any of the foregoing.
- 3.4. PROTECTION OF RIGHTS. NG shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of NG, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the NG Marks, the filing of patent application for any of the Intellectual Property of NG, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the NG Marks or the Intellectual Property of NG without the prior written consent of NG.
- 3.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give NG prompt notice of any activities or threatened activities of any Person of which it

becomes aware that infringes or violates the NG Marks or any of NG's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the NG Marks or any other Intellectual Property of NG. NG shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that NG commences any enforcement action under this Section 3.5, then the Customer shall render to NG such reasonable cooperation and assistance as is reasonably requested by NG, and NG shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that NG shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

3.6. INFRINGEMENT USE. The Customer shall give NG prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the NG Marks, or any other Intellectual Property of NG, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to NG such reasonable cooperation and assistance as is reasonably requested by NG in the defense thereof; provided, that NG shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and NG determines, in the exercise of its sole discretion, that an infringement may exist, NG shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

4. TERM

- 4.1. The effective date of this Agreement shall be the date first written above (the "Effective Date"). The initial term (the "Initial Term") of this Agreement, shall begin upon the Effective Date, following full execution of the Agreement by the Parties, and shall continue until the fifth (5th) annual anniversary of the Installation Date (the "Installation Date"). The "Installation Date" shall be the latest date that a System becomes installed and operational (issue payable violations).
- **4.2.** The terms of this Agreement shall be automatically extended for two (2) additional terms of five (5) years (each, a "**Renewal Term**"), on the same terms and conditions specified herein except that the amounts due pursuant to Section 6 hereof shall be adjusted in accordance with the lesser of the change in the Consumer Price Index All Urban Consumers U.S. City Average ("CPI") or four (4) percent and by multiplying said amounts by the percentage change in the CPI (or four (4) percent, as applicable) from the beginning of the immediately preceding term to the

end of the immediately preceding Term. (Each Renewal Term, if any, together with the Initial Term, the "**Term**").

5. TERMINATION AND EXPIRATION

- 5.1. This Agreement may be terminated by mutual written consent of the Parties.
- **5.2.** This Agreement may be terminated for cause, by either Party if the other Party fails in any material way to perform its obligations under the Agreement or otherwise defaults in the performance of any obligation under this Agreement and such failure or default continues for more than forty-five (45) days after written notice thereof to the defaulting Party.
- **5.3.** NG may terminate this Agreement, without liability, on thirty (30) days advance written notice if NG concludes in its reasonable discretion that (i) potential or actual liability of NG to third parties (other than persons claiming to own Intellectual Property required for the operation of the System) arising out of or in connection with the System makes the program impractical, uneconomical or impossible to continue.
- **5.4.** The Customer may terminate this Agreement on thirty (30) days advance written notice if the Customer concludes in its reasonable discretion that (i) potential or actual liability of the Customer to third parties arising out of or in connection with the System makes the program impractical, uneconomical, legally contested or impossible to continue; and/or (ii) the Systems cannot be installed. Violation of the Customer's ethics code would constitute cause to terminate this agreement.
- **5.5.** The Customer may terminate this Agreement on thirty (30) days advance written notice if state statutes are amended to prohibit or substantially change the operation of the Systems, or a court having jurisdiction over the City rules, or state or federal statute declares, that infractions generated from the Systems are inadmissible in evidence.
- **5.6.** Upon termination or expiration of this Agreement, the Parties recognize that the Customer will have to process violations in the "pipeline," and that NG accordingly must assist the Customer in this accord. Accordingly, the Parties shall take the following actions during the wind-down period, and shall have the following obligations, outlined in Sections 5.7 and 5.8 below, which obligations shall survive termination or expiration of the Agreement:
- **5.7.** The Customer shall cease using the Software and Equipment in its possession, custody or control and shall (a) immediately allow NG a reasonable opportunity to remove such Equipment not to exceed sixty (60) days and (b) (i) immediately

deliver to NG or irretrievably destroy, or cause to be so delivered or destroyed, any and all copies of such Software in whatever form and any written or other materials relating to such Software in the Customer's possession, custody or control and within thirty (30) days deliver to NG a certification thereof or (ii) allow NG reasonable access to the System(s) on which such Software is loaded and permission to NG to remove such Software and documentation.

5.8. Unless directed by the Customer not to do so, NG shall continue to process all images taken by the Customer before termination and provide all Services associated with processing in accordance with this Agreement, and shall be entitled to the fees specified in the Agreement as if the Agreement were still in effect.

6. FEES AND PAYMENT

The Customer agrees to pay NG a monthly fee as follows (the "Monthly Fees"):

- **6.1. Monthly Fees** (pro-rated for any partial month) as described in *Exhibit B* (Compensation & Pricing) in arrears with respect to each approach at which a System has been installed. The Monthly Fee shall commence on the first business day of the month following Commencement of Operations of each System and shall continue on the first business day of each month for the Term or until this Agreement is sooner terminated or such payment is modified in accordance with Section 4.2. For purposes of this Agreement, "Commencement of Operations" shall mean the first full day that the System captures events for processing and issuance of notices of violation.
- 6.2. The Customer, being a Municipal Corporation, is not generally exempt from sales tax per WAC 458-20-189. Accordingly, NG shall add sales tax to the invoices provided to the Customer in compliance with Washington State Law; provided, if Customer obtains a ruling from the Washington State Department of Revenue that the fees paid by the Customer to NG under this Agreement are exempt from sales tax, then NG shall not add sales tax to invoices.
- **6.3.** In the event that the United States Postal Service increases applicable First-Class Mail and/or Certified Mail postage from the rates in effect at the time of Commencement of Operation, NG may invoice the Customer for the increased postage actually paid by NG in connection with this Agreement. For example, if First Class Mail postage were increased by \$0.02, and NG mailed 1,000 notices, NG would invoice the Customer \$20.00. All such charges to Customer shall be included in the cost-neutrality calculation.
- **6.4.** Payment of all undisputed fees and undisputed other charges owed pursuant to this Agreement is due as set forth above, and, to the extent invoice is required, within

thirty (30) days after receipt of the invoice. Invoices will be sent to the Customer at:

AccountsPayable@redmond.gov

6.5. Notwithstanding anything in this Agreement to the contrary, if amounts due to NG pursuant to Section 6.1 in any month during the Term plus any amounts due to NG pursuant to this Section 6.4 ("Monthly Photo Enforcement Fees") exceed the revenue generated by operation of the Systems and actually received by the Customer during that same month ("Monthly Photo Enforcement Revenue") then the Customer shall have the option to either pay the Monthly Photo Enforcement Fees or pay to NG for such month only the amount of Monthly Photo Enforcement Revenue. In such case, the difference between Monthly Photo Enforcement Fees and Monthly Photo Enforcement Revenue (a "Payment Shortfall") shall be accumulated and added to the Monthly Photo Enforcement Fees for the following month. Payment Shortfalls, if any, shall accumulate from month-to-month until paid in full, provided that under no circumstances shall the Customer ever be required to make a payment of Monthly Photo Enforcement Fees to NG except from Monthly Photo Enforcement Revenue. At the final expiration of this Agreement (last day of validity of the agreement including any extensions) any accumulated Payment Shortfalls shall be forfeited.

7. RESPONSIBILITIES OF THE CUSTOMER

- **7.1.** The Customer shall provide NG with any "as built" drawings in electronic format (AutoCad) that are available at no cost to the Customer and shall consider for approval NG's engineering drawings without unusual or unreasonable cost or delay.
- **7.2.** The Customer shall not levy any fees on NG for the installation of Systems. However, if municipal ordinance requires the assessment of fees for the installation of Systems, said fees shall be limited to permit fees as required by the Customer's Municipal code and the Customer's Public Utilities electrical permits for service.
- **7.3.** The Customer shall diligently prosecute infractions in court at its own expense. NG shall, at its own expense, participate in any proceeding challenging the use of the System or validity of its results and/or use of the U.S. Mails to deliver the infraction.
- **7.4.** The Customer will cooperate with NG in obtaining electrical connections at the roadside and NG shall pay all costs associated with such connection and shall pay for all power required by the System.

- **7.5.** To allow for proper operation of the System, when known to the Customer, the Customer shall provide NG with advance written notice of any modifications proposed to intersections or portions of the roadway, including traffic signal operations, that will likely affect operation of a System after its installation. In the event any such intersection or roadway modification requires a material change to the System, the Customer shall pay the costs reasonably incurred by NG to adapt the affected video monitoring system(s) or fixed speed enforcement unit(s) to make such video monitoring system(s) or fixed speed enforcement unit(s) compatible therewith. Notwithstanding the above, NG makes no guarantee that it will be able to make any such adaptation. In the event that NG is unable to adapt the affected System, then both parties shall be relieved of any further obligations under this Agreement with respect only to the affected System. In addition, NG does not, and will not, make recommendations or otherwise manage the configuration or operation of the intersection traffic light system.
- **7.6.** During the Term, except as expressly permitted by this Agreement the Customer shall not use the System, or allow the System's use by a third party, without the prior written permission of NG.

8. LIMITED WARRANTY AND LIMITATION ON DAMAGES

- **8.1.** NG warrants that the System's functionality will conform in all material respects to the description of the System set forth on *Exhibit A*.
- 8.2. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NG HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND INCLUDING, WITHOUT LIMITATION, ALL SYSTEM, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THE CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN NO OTHER WARRANTIES HAVE BEEN MADE TO MUNICIPALITY BY OR ON BEHALF OF NG OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.
- **8.3.** The Customer acknowledges and agrees that:

8.3.1. The Systems may not detect every violation;

8.3.2.Since the System may flag as a violation conduct that is in fact not a violation, the output of the System will require review, analysis and

approval by personnel appropriately qualified and authorized by the Customer under applicable law prior to the issuance of any infraction;

- **8.3.3.** The System has no control over, and relies on the proper functioning of equipment for signal light changes, which equipment is provided by entities other than NG;
- **8.3.4.**The proper functioning of the System requires the Customer's full and complete compliance with the Systems' operating instructions, which it hereby agrees to do; and
- **8.3.5.**NG shall not be responsible for the configuration and/or operation of any intersection traffic light systems and NG shall have no liability or obligations with respect thereto.

9. INDEMNIFICATION AND INSURANCE

- **9.1.** NG shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer's recommendations for operation of the Systems which affect this Agreement, and shall indemnify, defend and save harmless the Customer against any claims, arising from NG's violation of any such laws, ordinances and regulations or any claims arising from NG's performance of this Agreement, including as a result of the negligence or willful misconduct of NG, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.
- **9.2.** NG agrees to indemnify, defend, and hold harmless the Customer from any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising solely from either (a) a finding that the System infringes any validly issued United States patent or (b) NG's negligence, provided that such claim of damages is not attributable to (i) any act or omission set forth in Section 9.3 or (ii) any third-party software or other third-party products used with, required for use of, or supplied under their own names with or as part of the System. If, as a final result of any litigation of which NG is obligated to indemnify, the use of the System by the Customer is prevented, in whole or in part, by an injunction, NG's sole obligation to the Customer as a result of such injunction shall be, at NG's option, either to (i) replace such part as has been enjoined, or (ii) procure a license for NG or the Customer to use same, or (iii) remove same and terminate this Agreement at no additional cost to the Customer.
- **9.3.** Notwithstanding anything in this Agreement to the contrary, NG assumes no obligation or liability for any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising from or related to (i) any

modification of the System made by the Customer, (ii) the negligence or intentional act of the Customer, (iii) the failure to function properly of any hardware, software or equipment of any kind used by, in or on behalf of the Customer (other than that supplied by NG), (iv) the review and analysis of the System data output by the Customer personnel for infraction preparation, or (v) the Customer's use and/or administration of any traffic signal.

- **9.4.** The rights of the Customer to seek indemnification under this Section 9 shall be conditioned upon (i) the Customer notifying NG promptly upon receipt of the claim or action for which indemnification is sought and (ii) the Customer's full cooperation with NG in the settlement or defense of such claim or action at no cost to the Customer. Such cooperation shall include, but not be limited to, the Customer providing access for, and permission to, NG for the purpose of the replacement of such part or parts of Systems as NG may deem necessary or desirable. The Customer may participate in the defense of any indemnified matter through counsel of its own choice and at its own expense provided that NG shall remain in, and responsible for, control of the matter. This Section 9 states the entire liability and obligation and the exclusive remedy of the Customer with respect to any actions or claims (i) of alleged infringement relating to or arising out of the subject matter of this Agreement or (ii) otherwise the subject of this paragraph.
- 9.5. NG shall maintain the following minimum scope and limits of insurance:
 - **9.5.1.**Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of \$2,000,000 per occurrence, with an aggregate liability per occurrence of \$2 million. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured for liability arising from Contractor's operation.
 - 9.5.2. Workers Compensation as required by applicable state law; and
 - **9.5.3.**Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by NG with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- **9.6.** The Customer shall be named as additional insured on the comprehensive general liability policies provided by NG under this Agreement. NG shall require any subcontractors doing work under this Agreement to provide and maintain the same

insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured.

- **9.7.** Certificates showing NG is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. NG shall forthwith obtain substitute insurance in the event of a cancellation.
- **9.8.** All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Washington and shall name as additional insured the Customer. Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII. NG will furnish the Customer with Certificates of Insurance and applicable endorsements for all such policies promptly upon receipt of them. NG may effect for its own account insurance not required under this Agreement.
- **9.9.** NG's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of NG to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity. NG's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of NG's insurance and shall not contribute with it. If the NG maintains higher insurance limits than the minimums shown above, the Customer shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the NG, irrespective of whether such limits maintained by NG are greater than those required by this Agreement or whether any certificate of insurance furnished to the Customer evidences limits of liability lower than those maintained by NG.
- 10. CHANGE ORDERS OR ADDITIONAL SERVICES. Changes to Services and additional Systems may be added to this Agreement by mutual consent of the Parties in writing as an addendum to this Agreement. The Customer and NG agree that should legislation or local ordinance be enacted to enable new photo enforcement solutions within the Customer's jurisdiction, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services.
 - **10.1.** Project manager. The Customer will appoint a project manager, which shall be a command staff City of Redmond Police Officer who will have oversight of the

installation and implementation of the NG systems. The project manager has the authority to make daily operational management decisions.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLIC RECORDS LAW COMPLIANCE.

- **11.1.** The Parties agree that they shall comply with the public records disclosure provisions of the Revised Code of Washington, Chapter 42.56, Public Records Act and RCW 46.63.220; and further that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Customer's compliance with the Public Records Act, and Customer shall not be liable to NG due to Customer's compliance with any law or court order requiring the release of public records provided that the Customer provides prior written notice of such required disclosure to NG.
- **11.2.** NG agrees that:
 - **11.2.1.** All information obtained by NG through operation of the Systems shall be made available to the Customer at any time during NG's normal business hours, excluding Proprietary Information not reasonably necessary for the prosecution of infractions or fulfillment of the Customer's obligations under this Agreement.
 - **11.2.2.** NG shall not use any information acquired from the performance of the Services contemplated in this Agreement, including without limitation, information with respect to any violations, violators, information obtained from recorded images or information concerning the Customer's law enforcement activities for any purpose other than for the benefit of the Customer.
 - **11.2.3.** No information given by NG to the Customer will be of a confidential nature, unless the information qualifies as Proprietary Information (defined in Section 11.2.4 below), specifically designated in writing as "**Proprietary Information.**".
 - **11.2.4.** As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information designated as such by NG, whether letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by NG to the Customer. In addition, the term "**Proprietary Information**" shall be

deemed to include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by NG .

11.3. The Customer shall use the Proprietary Information only for the purpose of fulfilling its duties hereunder (the "**Purpose**") and such Proprietary Information shall not be used for any other purpose without the prior written consent of NG. "Purpose" shall be deemed to not include any disclosure of the Proprietary Information to any person or entity. The Customer shall hold in confidence, and shall not disclose to any person or entity, any Proprietary Information nor exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of NG.

12. INDEPENDENT CONTRACTOR; NO AGENCY.

- **12.1.** It is understood that NG is an independent contractor and not an agent or employee of the Customer for any purpose including, but not limited to, federal tax and other state and federal law purposes. NG assumes responsibility for payment of all federal, state and local taxes imposed or required of NG under unemployment insurance, Social Security and income tax laws. NG shall be solely responsible for any worker's compensation insurance required by law and shall provide the Customer with proof of insurance upon demand. The parties agree that the Customer shall not:
 - 12.1.1.Pay dues, licenses or membership fees for NG;
 - 12.1.2.Require attendance by NG, except as otherwise specified herein;
 - **12.1.3.**Control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or
 - **12.1.4.**Restrict or prevent NG from working for any other party.
- **12.2.** Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.
- **12.3.** NG is an independent contractor providing services to the Customer and the employees, agents and servants of NG shall in no event be considered to be the employees, agents, or servants of the Customer. Except as expressly provided herein, this Agreement is not intended to create an agency relationship between NG and the Customer.

13. NOTICES.

- **13.1.** Any notices or demands which under the terms of this Agreement or under any statute must or may be given or made by NG or the Customer shall be in writing and shall be given or made by personal service, first class mail, FedEx, or by certified or registered mail to the Parties at the address specified in the preamble to this Agreement.
- **13.2.** Except as otherwise specified, all notices, payments and reports hereunder shall be deemed given and in effect as of the date of mailing or transmission, as the case may be, when sent by next day delivery or courier service, postage pre-paid, or three (3) days after the date of mailing when sent by first class mail, postage pre-paid, addressed in all such cases to the Parties as set forth in the preamble to this Agreement directed in each case to the President of NG at the address in the preamble or the Mayor of the Customer at the address in the preamble, or to such other addresses as the Parties may from time to time give written notice of as herein provided.
- 14. ASSIGNMENT. Except as specifically provided in this Agreement, neither Party may assign, or delegate performance of its obligations under, this Agreement, without prior express written consent of the other Party, except that NG may assign or otherwise encumber this Agreement for the purpose of obtaining financing; provided, however, that this Agreement may be assigned to any Person that acquires all or substantially all of NG' assets in one transaction.
- **15. AMENDMENT AND MODIFICATION**. This Agreement may be modified or amended from time to time by the Parties, provided, however, that no modification or amendment hereto shall be effective unless it is stated in writing, specifically refers to this Agreement and is executed on behalf of the Party against whom enforcement of such modification or amendment is sought.
- 16. NON WAIVER. The failure of either Party to require performance of any provision of this Agreement shall not affect the right to subsequently require the performance of such provision or any other provision of this Agreement. The waiver of either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach of that provision or any subsequent breach of any other provision of this Agreement.
- 17. FORCE MAJEURE. Neither Party shall be liable to the other for failure or delay in meeting any obligations hereunder which arises in whole or in part from causes which are unforeseen by, or beyond the control of, such Party, including without limitation, acts of God or of a public enemy, acts of terrorism, acts of the Government (other than the Customer in the case of the Customer) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, acts or omissions of (i) non-subcontractor third-parties and (ii) third party equipment, telecommunications and

software suppliers, and unusually severe weather. When any such circumstance(s) exist, NG shall have the right, in its sole discretion, to allocate its available production, deliveries, services, supplies and other resources among any and all buyers (whether or not including the Customer), as well as among departments and affiliates of NG, without any liability to the Customer.

18. DISPUTE RESOLUTION AND REMEDIES.

- 18.1. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the Customer's appointed Manager and the President of NG, followed if necessary within thirty (30) calendar days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party and must be a certified mediator in the State of Washington. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.
- **18.2.** Failing resolution through negotiation or mediation, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "**Disputes**"), will be subject to and resolved by binding arbitration pursuant to the Commercial Arbitration Rules of American Arbitration Association. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the Party against whom such award or order was entered. The prevailing Party in any arbitration shall be entitled to reasonable attorney fees and costs.
- **19. GOVERNING LAW; JURISDICTION; VENUE**. The parties agree that this Agreement is consummated, entered into, and delivered in King County, Washington. Notwithstanding conflicts of laws provisions, this Agreement has been and is to be governed by, construed, interpreted and enforced in accordance with the laws of the State of Washington. In the

event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, solely and exclusively in a State court of competent jurisdiction located in King County, Washington. The parties waive any and all rights to have this action brought in any place other than King County, Washington, under applicable venue laws. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other those stated herein. The Parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum.

20. ATTORNEY'S FEES AND COSTS. In the event litigation is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party.

21. GENERAL AND MISCELLANEOUS.

- **21.1.** Time shall be of the essence of this Agreement.
- **21.2.** In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made.
- **21.3.** Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.
- **21.4.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a member of judicial construction, be construed more severely against one of the parties than the other.
- **21.5.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.
- **21.6.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement from and after the Effective Date.
- **21.7.** Each Party to this Agreement agrees to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the Customer, the Parties declare their intention to cooperate with each

other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

- **21.8.** Except as set forth in this Agreement and the Exhibits hereto, no representation, statement, understanding or agreement, whether written or oral, has been made and there has been no reliance on anything done, said or any assumption in law or fact with respect to this Agreement for the duration, termination or renewal of this Agreement other than as expressly set forth in this Agreement and there has been no reliance upon anything so done or said that in any way tends to change or modify the terms or subject matter of this Agreement or to prevent this Agreement from becoming effective.
- **21.9.** This Agreement supersedes any agreements and understandings, whether written or oral, entered into by the Parties hereto prior to the Effective Date of this Agreement.
- 22. SURVIVABILITY. Termination or expiration of this Agreement shall not relieve either Party of their respective obligations, which are expressly noted to survive termination or expiration or under the following sections which shall survive termination and expiration: Sections 3, 4, 5, 7, 8, 10, 17, 18, 19, 20, and this Section 22.
- **23. SEVERABILITY**. If any covenant or provision of this Agreement is, or is determined to be, invalid, illegal or unenforceable by a court of competent jurisdiction, then such covenant or provision will be ineffective only to the extent of such prohibition or invalidity. All remaining covenants and provisions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision of this Agreement shall be deemed to be dependent upon any covenant or provision so determined to be invalid, illegal or unenforceable unless otherwise expressly provided for herein. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect.
- 24. Each party acknowledges that it has read this Agreement and understands the terms and conditions herein. Further, the parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

City of Redmond, Washington

NovoaGlobal, Inc.

By: ______Angela Birney Mayor

By: Carlos Lofstedt President and CEO

Approved as to form:

XXXXX City Attorney

EXHIBIT A SERVICES

NG shall provide the Customer with the Systems. In connection with furnishing the Systems, NG shall provide the following, each of which is more fully described below:

- 1. SITE INSTALLATION PLANNING; DESIGN AND EQUIPMENT INSTALLATION
- 2. TRAINING AND SUPPORT
- 3. INFRACTION PREPARATION AND PROCESSING SERVICES
- 4. MAINTENANCE
- 5. PUBLIC EDUCATION CAMPAIGN
- 6. EXPERT WITNESS TESTIMONY AND COURT TRAINING
- 7. REPORTING

1. SITE INSTALLATION PLANNING, DESIGN AND EQUIPMENT INSTALLATION

- 1.1. Permits, Franchise, License.
 - 1.1.1.NG shall obtain all necessary and applicable permits from the City, as well as any other regulatory agency, before commencing installation or work related to the Systems.
- 1.2. The Systems.
 - 1.2.1.NG will initially install up to eighteen (18) Systems (which shall remain property of NG), monitoring such locations as the Customer and NG shall mutually agree. Up to twenty (20) additional Systems may be added at the option of the Customer with NG's consent. None of the quantities mentioned under this paragraph shall be interpreted as mandatory quantities. The actual quantities to be installed can only be approved by the City. The installation of any system will require the written approval of the City Mayor or designee. If a System location no longer qualifies for photo enforcement under RCW 46.63.220 (such as permanent school closure), then the System shall be removed and Monthly Photo Enforcement fees for such System shall cease. Each System shall comprise equipment capable of monitoring violations at a single approach to an intersection for up to five lanes of traffic. NG will install new Systems upon mutual agreement of the Parties. School zone fixed speed enforcement systems will conduct enforcement while beacon systems are in an activated state within the identified school zone. NG will ensure School zone fixed speed

enforcement systems are integrated with Customers Public Works school zone flashing beacons.

- 1.2.2.The Systems, including, but not limited to, technology and accuracy, equipment, cameras, technological support and warranty, shall be as described in Section F of NG's proposal answers to the Customer's RFP, which Section is incorporated herein by reference.
- 1.2.3.Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate. The image must not display the face of the driver or of passengers in accordance with RCW 46.63.220.
- 1.2.4.The Systems shall include all equipment located at each intersection, telecommunications equipment, and Software and shall have the capability of transferring images from the roadside in accordance with RCW 46.63.220 to be accessed at the Customer's Police Department processing facility.
- 1.2.5.<u>Substitution, Relocation, Subtraction, or Addition of a Site.</u> If NG or the Customer reasonably determines that one or more Sites selected for installation of a System is not for any reason appropriate for the System (and such determination is made at least fifteen (15) days prior to the commencement of installation of the System at any such intersection), then alternate intersection(s) may be substituted by written consent of the Parties. If the average monthly violation collected from any individual system does not meet the level required for the individual system to be cost neutral for a period of twelve (12) consecutive months, the Customer's Police Department shall have the right to request relocation of the system to a more effective location. This request must be in writing and before twenty four (24) months of the expiration of the contract or any of its extensions. NG shall have the option to comply or to reduce the fee temporarily or permanently to a level equal to the violation (revenue) collected from that individual system.
- 1.2.6.*<u>Timeframe for Installation of the System.</u>* NG shall install and activate the Systems in accordance with an Implementation Plan to be mutually agreed to by NG and the Customer, which installation shall, at minimum, conclude within sixty (60) days after all necessary permits and approvals are received by NG. NG shall work diligently to obtain all necessary permits and approvals and use reasonable commercial efforts to install the System in accordance with the schedule set forth in the Implementation Plan. The Customer agrees that the estimated dates of installation and activation of the

System set forth in the Implementation Plan are subject to delay based on conditions beyond the control of NG and are not guaranteed.

1.2.7. *Installation/Ownership of the System.* NG shall procure, install and provide support of Equipment at each of the agreed upon locations. As between NG and the Customer, all components for the System will remain the property of NG, and remain in NG's possession and control.

1.3. Installation

- *1.3.1.*NG shall submit plans and specifications to the Customer for review and approval, which review and approval will not be unreasonably withheld, delayed or conditioned. NG shall provide at least three sets of drawings of the wiring for the System circuitry.
- 1.3.2.All cameras and other equipment shall be enclosed in lockable, weather and vandal-resistant housing. All wiring shall be internal to equipment (not exposed) and if commercially reasonable and if capacity exists, underground in existing traffic signal conduits, except where required to directly interface with the traffic signals and electrical service. Separate conduits or overhead wiring may be used by NG if existing conduit(s) are at capacity. If existing conduits are used, the Customer will not unreasonably withhold, delay or condition consent to such use.
- *1.3.3.*NG will not enter Customers Traffic Signal Control Boxes without permission and/or authorization of the Customers Traffic Engineering/Public Works.
- *1.3.4.*The provision, installation, and maintenance of all necessary electronic system communication equipment will be the sole responsibility of NG.
- *1.3.5.* The System may be mounted on or utilize support of existing traffic signal poles, arms or other intersection structures where possible, subject to Customer review and approval, such review and approval not to be unreasonably withheld, delayed or conditioned.
- *1.3.6*. The System poles, foundations, signs, and new infrastructure, as required, shall conform to applicable law.
- *1.4. <u>Restoration of Intersections.</u>* Upon termination or expiration of the Agreement, NG shall remove the System and restore the affected public facilities including returning the intersections to their original condition; provided, however, that NG shall not be required to remove any conduit, in-ground fixture, underground wiring

or other infrastructure that will require excavation or demolition. All costs incurred by NG thereby will be the responsibility of NG.

- 1.5. <u>Compliance with Law.</u> NG shall design and install the System in compliance with all currently existing federal, state and local laws and regulations. NG covenants and agrees that its Systems shall, at all times, comply with all applicable laws, regulations, rules and orders ("Legal Requirements"). NG shall continuously monitor the status of such Legal Requirements to ensure continuous compliance. In the event of any change in the Legal Requirements, NG shall modify or replace (at its sole cost) all or any portion of its non-compliant Safety Systems. Any such modification shall be effected by NG in a reasonable period of time (not to exceed ninety (90) days for modification or one hundred eighty (180) days for complete system replacement) and NG' failure to effect such modification or replacement in a timely manner shall be grounds for the Customer to terminate this Agreement for cause. Any such termination shall not relieve NG of its obligation to restore each site to its original condition.
- 2. TRAINING OF CUSTOMER PERSONNEL. After System installation, NG shall provide up to eight (8) hours of training for up to ten (10) persons at two (2) sessions (for a total of 16 hours of training in the aggregate) at the Customer's facilities to acquaint Customer personnel with System operation. Training shall consist of instructional and operational training as well as hands-on equipment exercises with an instructor. All necessary training materials and documentation will be provided by NG at NG's expense. NG shall make all such training services available to the Customer prior to the end of the thirty (30) day period following the Installation Date. If the Customer requests additional courses or training, NG shall provide these at no additional cost to the Customer. Additionally, NG' will provide and maintain a web-based training service that includes basic operation instructions as well any system or procedure changes to ensure continuity for court personnel and law enforcement end users.

3. INFRACTION PREPARATION AND PROCESSING SERVICES

3.1. <u>Infraction Preparation and Processing.</u> NG shall perform the initial review of all data generated at the roadside, process and format violations utilizing a computerized traffic Infraction program that shall store all information required for Infraction processing by state, local law, and in accordance with court of jurisdiction specification, transfer the Infractions to the Police Department's computer within seven (7) days of the violation, for review and decision on whether or not to issue an Infraction. If NG is permitted by applicable law or regulation to do so, NG shall also review all DMV information and print and mail Infraction forms. NG shall pay all mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue an Infraction and

deliver it by U.S. mail. The Notice of Infraction form used by NG shall be in compliance with Washington Infraction Rule of Courts of Limited Jurisdiction 2.1(a). To the extent required by applicable law, NG shall obtain a certification of mailing issued by the Post Office. Notwithstanding anything to the contrary in the foregoing provisions of this Section 3.1, NG will not process nor support any Infractions not captured by the System and/or approved by the Customer.

- 3.2. <u>Officer Discretion</u>. NG recognizes and agrees that the decision to issue or dismiss a Infraction shall be the sole and exclusive decision of the Customers Police Department. In no event shall any NG employee or representative have the ability to authorize or dismiss any Infractions.
- 3.3. <u>Mailing of Infractions.</u> Infractions shall be mailed to the violator as soon as is reasonably practicable, and in no event longer than ten (10) business days after being approved by the Customer and NG has been notified of such approval. The form of Infraction shall be subject to the approval of the Customer, which approval may not be unreasonably delayed, conditioned or withheld.
- 3.4. <u>Cooperation With Police and the Courts.</u> NG shall be responsible for, and pay for the cost of issuing and the mailing in accordance with applicable law. NG shall coordinate with the Customer and the Courts, and shall comply with the applicable law and court procedures regarding the mailing and other requirements necessary for the issuance and processing of Traffic Infractions. All Infractions shall be reviewed and approved by the Customer's Police Department prior to mailing. In addition, NG will cooperate with the Courts to set up the necessary communications, systems for processing and upon request establish procedures that will enable NG to send delinquent notices to those registered owners/drivers for whom such notices are appropriate. NG acknowledges that it is aware that the state law (RCW 46.63.220(9) requires that the infraction be mailed to the violator within fourteen (14) days of the date of violation, inclusive of the time it takes for the City personnel to review the violations data. With respect to each authorization to issue an infraction from the Customer, NG shall print and mail an infraction within five (5) days after NG's receipt of such authorization.
- 3.5. With respect to each authorized violation, within five (5) business days after NG's receipt of such authorization, NG shall file with the King County District Court, Northeast Division, a copy (electronic or otherwise) of the Infraction. NG acknowledges its understanding that Washington State law requires all infractions be filed within five business days of issuance (date signed by Police Officer) or the infraction is subject to dismissal under Court Rule. Filing of issued infractions within five days shall be considered a material provision of this Agreement. This

paragraph only applies in case that the Customer chooses to use JIS. If the Customer elects to use NG's Back Office then no filing would be required.

- 3.6. <u>Rental car and business vehicles</u>. NG will coordinate with the Customer and Courts to establish an acceptable procedure to streamline and coordinate the processing, notification, and accountability of rental car violation and corporate vehicle violations.
- 3.7. <u>Preparation of Evidence Packages.</u> NG shall provide electronic copies of evidence packages in such form as may be reasonably agreed upon with the courts to enable the Customer to enforce its Infractions in court.
- 3.8. <u>Access to License Information</u>. NG shall maintain the ability to access the license information, the registered owner residence and mailing address for all US registered vehicles, and the purchaser information when there is a vehicle report of sale, and all subscription or per-request fees for information, if any, shall be paid by NG. If possible, NG will identify rental vehicle and corporate vehicle violations to migrate and merge original violation with rental and business nomination for appropriate processing needs. If NG is unable to access such information, NG shall provide the make and license plate number of each violator to the Customer, which will obtain and input the information into the System, or provide such information to NG, within a reasonable period of time.
- 3.9. <u>Numbering System.</u> NG, in coordination with the Customer, shall develop and implement an independent numbering system for automated infractions and correlating the original violations with nominations.
- 3.10.*Transmission of Information.* NG shall make all Infraction information available via an electronic file using comma separated value files on a secure FTP site. NG shall maintain a documented chain of custody for all electronically transmitted information while the information is under NG's control.
- 3.11. <u>Customer Service.</u> NG shall provide an automated toll-free customer service telephone number to the public. Customer Service Representatives will be available Monday through Friday, from 10:00 a.m. to 5:00 p.m. (ET), excluding holidays, in order to schedule violation video viewing appointments for the courts and to answer basic questions regarding the Customer's program.

4. MAINTENANCE

4.1. <u>Maintenance of System.</u> Except as provided herein, NG shall Maintain the System (as such term is defined below); provided however, that NG shall not be responsible for any maintenance, repair or replacement required as a result of (i) the negligence

or intentional act of the Customer, its employees, agents or independent contractors (other than NG) and/or (ii) any equipment or software not provided by NG. NG shall maintain a maintenance log that documents all service issues. To "Maintain the System" shall mean to keep the System in a state of operation such that the System's functionality and operation conforms in all material respects to the description of the System set forth in this Exhibit. NG will initially respond to any camera or system malfunction within twenty-four (24) hours of detection, and make all reasonable efforts to have the system fully operational within seventy-two (72) hours. In the event that a System is not fully operational within seventy-two (72) hours of reporting the incident, NG shall credit the monthly invoice in the amount of the prorated Monthly Photo Enforcement fees for the downed System for each day the System is down after the initial seventy-two (72) hours. The System shall automatically notify appropriate personnel of any system failure, malfunction, or other problem that would cause the System to be inoperable. The System shall be designed so that ninety percent (90%) of all system malfunctions can be repaired within four (4) hours.NG shall also install all software revisions for Systems as and when developed and made commercially available by NG. NG is responsible to ensure systems are operational. NG will repair and upgrade as needed, including damage caused by vandalism, traffic accidents, weather damage, or any unforeseen event that should cause a failure of operations, and shall maintain a reasonably clean appearance and in a graffiti-free condition.

- 4.2. <u>Equipment Checks.</u> NG shall use commercially reasonable efforts to perform remote camera and equipment checks to confirm proper operation of computers, cameras and communications network. Routine in-field camera equipment inspection will be done as needed. The System shall have the capability of on-line monitoring of all cameras at each intersection.
- 4.3. NG will conduct routine testing, evaluation, and monitor the system to ensure the system is operational. If a deficiency, malfunction, or failure of the system is detected NG will notify the Customers Police Department within 72 hours by written or electronic notification. If the system cannot be restored or repaired to full functional capability within 7 consecutive calendar days NG with reduce the fee to reflect the time the system is deficient, malfunctioning, or failing. The fee reduction shall be applied to the effected billing cycle and continue until the system is restored to full operation. This reduction shall be identified on the billing statement to the Customers Finance Department.

5. PUBLIC EDUCATION CAMPAIGN

5.1. *Public Awareness Program.* NG shall assist the Customer with a Public Awareness Program. Such assistance shall consist of:

- 5.1.1.Paying for and installing all signage required by State law and local ordinance or as otherwise required by resolution of the Customer's Council
- 5.1.2.Reasonable assistance for a media event to launch the community education program
- 5.1.3. Preparing, publishing and printing a brochure for distribution
- 5.1.4.A reasonable amount of training for a Customer staffed speaker's bureau
- 5.1.5.Providing a toll-free customer service hotline which shall be staffed sufficiently during all regular business hours.

6. EXPERT WITNESS TESTIMONY AND COURT TRAINING

- 6.1. <u>Expert Witness Testimony</u>. NG shall provide expert witness testimony at its sole expense, as reasonably necessary, to testify regarding the accuracy and technical operation of the System as necessary for court challenges to the operation of the System.
- 6.2. <u>Court Training</u>. NG shall conduct a one-day workshop-orientation session for Municipal Court judges (and/or their designees), hearing officers, other appropriate court officials and the Customer prosecutor. NG will provide and maintain a web based training service that includes basic operation as well as any system or procedure changes to ensure continuity for court staff end users.

7. **REPORTING**

- 7.1. <u>Reporting in General.</u> NG will provide the Customer with monthly reports on System performance, the content and precise timing of which will be mutually agreed upon by the Customer and NG. All mutually agreed upon reports shall be constantly and automatically updated and made available for the Customer to review at the Customer's discretion. NG will also prepare and submit financial, program progress, monitoring, evaluation, and other such reports as may be required by the Customer or state law. NG shall maintain and permit on-site inspections of property, personnel, financial, and other records and reports as may be required by the Customer to assure proper accounting for all compensation paid by the Customer to NG.
- 7.2. <u>Bi-Monthly Report</u>. NG shall submit to the Customer a Bi-Monthly Report on project results within fifteen (15) days after the end of two-week period and NG shall provide web access to such reports.
- 7.3. <u>Monthly Report</u>. NG shall submit to the Customer's Public Works/Traffic Engineering department a monthly Report on statistical information regarding

traffic volumes, average speed, traffic congestion within thirty (30) days after the end of calendar month and NG shall provide web access to such reports.

- 7.4. <u>Annual Report</u>. Per RCW 46.63.220, NG shall submit an annual report of the number of notices of infraction issues for each camera system and any other relevant information about the automated traffic safety cameras the Customers Police Department deems appropriate for the Customers Police Department web page.
- 7.5. <u>Additional Reports or Information</u>. Any other reports and information are not part of the Agreement and the preparation and delivery of any other such reports or information may result in additional fees.
- 7.6. <u>NG shall permit authorized Customer personnel to generate reports using NG's</u> system.
- 7.7. *Database.* NG shall maintain a database with the following information per violation:
 - 7.7.1.Location, date and time
 - 7.7.2. Vehicle description including license plate state and number
 - 7.7.3.Applicable vehicle code section violated (if available to NG)
 - 7.7.4.Infraction prepared or reason for not preparing Infraction (if available to NG)
 - 7.7.5.Registered vehicle owner's name and address, and related information required to prepare Infractions where violation is made by a driver other than registered owner (if available to NG) (Affidavit of Non-Liability)
 - 7.7.6.Status of Infraction (outstanding, cancelled, reissued, paid, bail forfeited, traffic school, warrants issued, etc.) (if available to NG)
- 7.8. NG shall maintain at its sole expense all records, including, but not limited to all video recordings, which it generates or receives as a result of the performance of services pursuant to the Agreement for the period of time required by, and otherwise in accordance with, the Revised Code of Washington, Chapter 42.56, Public Records Act and Revised Code of Washington 46.63.220, as same may be amended from time to time. Upon receipt of a request from the Customer for a copy of any record being maintained by NG, NG shall provide the requested record to the Customer within a reasonable time following such request, but in no event later than seven (7) days following the date the request is received by NG. NG shall provide a data and information storage solution that is in compliance with the

Washington State Law Enforcement Retention Schedule, in conjunction with the Local Government Common Records Retention Schedule (CORE).

- 7.9. Additional Services (if requested by the Customer in writing):
 - 7.9.1. <u>Payment Processing Services.</u> NG shall use reasonable commercial efforts which are mutually agreeable to the Customers treasury department and the court system to receive Infraction fees from violators, deposit amounts collected into an appropriate bank account, provide accounting records to the Customer, and remit the amounts received as instructed by the Customer. In addition, if approved by the Customers treasury and the courts NG will provide an online payment portal for violators.
 - 7.9.2. *Intersection Assessment Program.* NG will generate a video-based analysis of an intersection or school zones designed to evaluate the frequency of redlight violations or school zone speed violations for each approach at the targeted intersection. The video media will contain up to 16 hours of video monitoring assuming the equipment remains installed at the intersection or school zone during the course of monitoring, but not to exceed three consecutive calendar days. A report summarizing the results, along with the media generated will be provided to the Customer. There is no charge for the initial 18 approaches or any future system placement requests to be evaluated by NG pursuant to this Agreement.

EXHIBIT B COMPENSATION AND PRICING

MONTHLY FEE

Pricing for NG Safety Systems relating to fixed red light photo enforcement shall be as follows:

• \$3,999.00 per system per month.

Pricing for NG Safety Systems relating to fixed speed photo enforcement shall be as follows:

- \$3,999.00 per system per month, with less than 400 Infractions issued per month.
- \$4,900.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$5,700.00 per system per month, with more than 800 Infractions issued per month.

NG acknowledges school zone fixed speed photo enforcement systems will only function during specified times throughout the school day and in accordance with Customers flashing beacon system. Additionally, NG will deduct from the total monthly fee to compensate when schools are not in session for more than seven (7) consecutive calendar days. These school breaks do not constitute a temporary suspension as defined below. To simplify the administrative work for all parties, NG shall bill the monthly fees for all months of the year, but compensate the Customer with a twenty five percent (25 %) discount on the monthly fees for School Zone Systems.

Temporary Suspensions. In the event of construction by the Customer, that cause a disruption of service, this Agreement, upon NG's written request, can be extended. For every twelve (12) months, (per individual system) of interrupted service the entire NG agreement can be extended for a one-month period.

OPTIONAL PRICING

Pricing for NG Safety Systems relating to portable photo enforcement (for any application) shall be as follows:

- \$4,799.00 per system per month, with less than 400 Infractions issued per month.
- \$5,700.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$6,600.00 per system per month, with more than 800 Infractions issued per month.

Pricing for NG Safety Systems relating to fixed photo enforcement (for any application) shall be as follows:

- \$3,999.00 per system per month, with less than 400 Infractions issued per month.
- \$4,900.00 per system per month, with between 400 and 800 Infractions issued per month.
- \$5,700.00 per system per month, with more than 800 Infractions issued per month.

Pricing for NG Safety Systems relating to LPR-Sec (License Plate Recognition) shall be as follows:

• \$399.00 per lane per month. LPR-Sec assumes having current infrastructure and power.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS

- 1. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, Customer agrees to pay NG within thirty (30) days after the invoice or Monthly report is received. A monthly late fee of 1.0% is payable for amounts remaining unpaid sixty (60) days from date of invoice or monthly report if such delay is the responsibility of the Customer.
- 2. Required Payment Convenience Fees will not be considered to be revenue received and are the responsibility of the violator.
- 3. Required Refund Fees will not be considered to be revenue received and are the responsibility of the violator.
- 4. Violations sent to a Collection agency will have an additional charge as negotiated with the chosen collection agency in mutually agreement with the Customer and the court system.



City of Redmond Attn: Brian Coats, Deputy Chief 8701 160th Ave NE Redmond, WA 98052

Heidi Traverso

Business Development Manager NovoaGlobal, Inc. 8018 Sunport Drive, Suite 203 Orlando - FL 32809 Mobile: 206-909-6964 Toll Free 888-666-4218 Fax 888-666-4024 E-mail: <u>htraverso@novoaglobal.com</u>

1/1/2025

RE: Sole Source

Sole Source Justification

NovoaGlobal has developed a proprietary technology, Intelligent Adaptive Enforcement (IAE), that has been used successfully within our customer base. Intelligent Adaptive Enforcement (IAE) technology, particularly in enhancing traffic safety and community acceptance. By reducing speeding incidents and fatalities while minimizing the burden on local legal systems, your approach seems quite innovative. IAE is an algorithm developed by NovoaGlobal designed to adjust high violation volumes to municipal and court capacities in real time, prioritizing the most severe violations first.

The implementation of photo enforcement technology used in conjunction with IAE, in Redmond, could greatly benefit school zones, especially during peak hours when children are present. The ability to adapt and adjust to the specific enforcement areas, to include non-beacon time speed enforcement while children are present in school and the capability to review and adjust to each specific camera system, this technology could potentially allow to adjust in specific school zones to reduce the number of violations and not overtax your city, or court systems.

In addition, NovoaGlobal provides the most integrated technology in the market having the following capabilities:

[®]Fixed and Portable systems with optional capabilities.

- 6 3 weeks without recharging
- Iow power 25 W
- small footprint (2x3ft)

NOVOAGLOBAL, Inc.

1



- 6 wireless light connection
- 6 vehicle tracking
- 6 pedestrian tracking
- Speed violations
- 6 crosswalk violations
- 6 stop sign violations
- bigh-definition DVR 10 days
- Iow-definition DVR 30 days, capability to increase
- 6 send warning

[®]License plate recognition technology

- 6 Connect to criminal sources
- 6 Automatically detect a plate number
- 6 Automatically detect the state

[®]Video monitoring technology

- Operates via cellular network
- Integrated back-end solution

Regards,

Heidi Traverso Business Development Manager

NOVOAGLOBAL, Inc.

2

Traffic Safety Near Schools and Parks

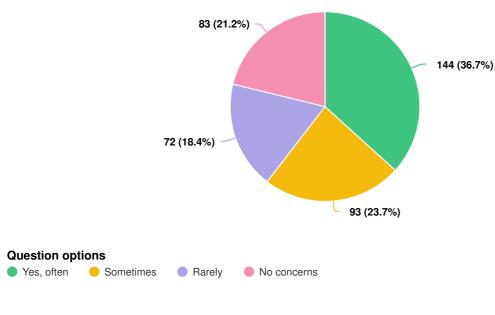
SURVEY RESPONSE REPORT 05 July 2019 - 07 April 2025

PROJECT NAME: Safer Streets Action Plan

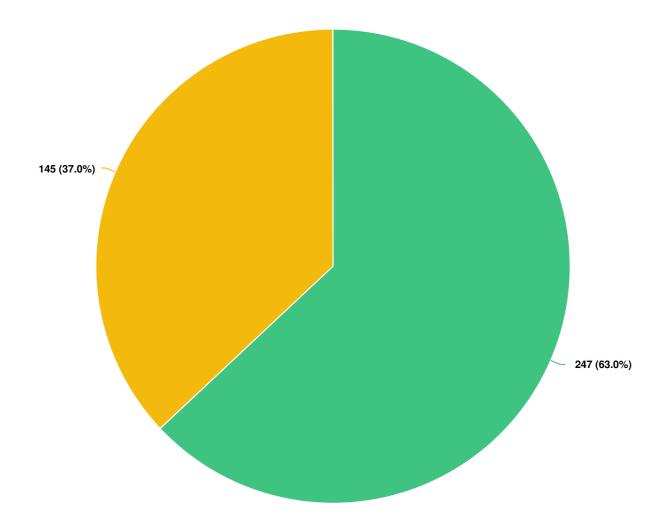


SURVEY QUESTIONS

Q1 Do you have concerns about traffic safety in areas near parks and schools in Redmond? (e.g., speeding, reckless driving, pe...

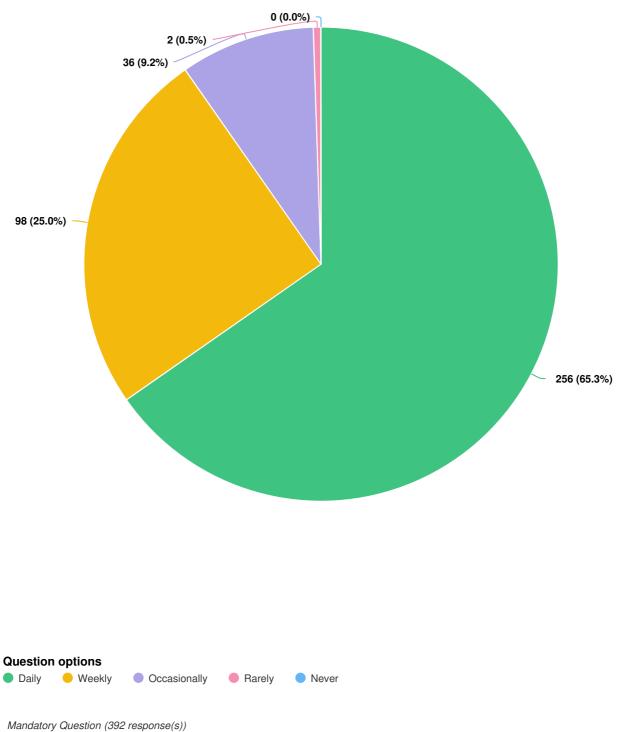


Mandatory Question (392 response(s)) Question type: Radio Button Question Q2 Have you witnessed or experienced traffic-related incidents near parks or schools in Redmond?

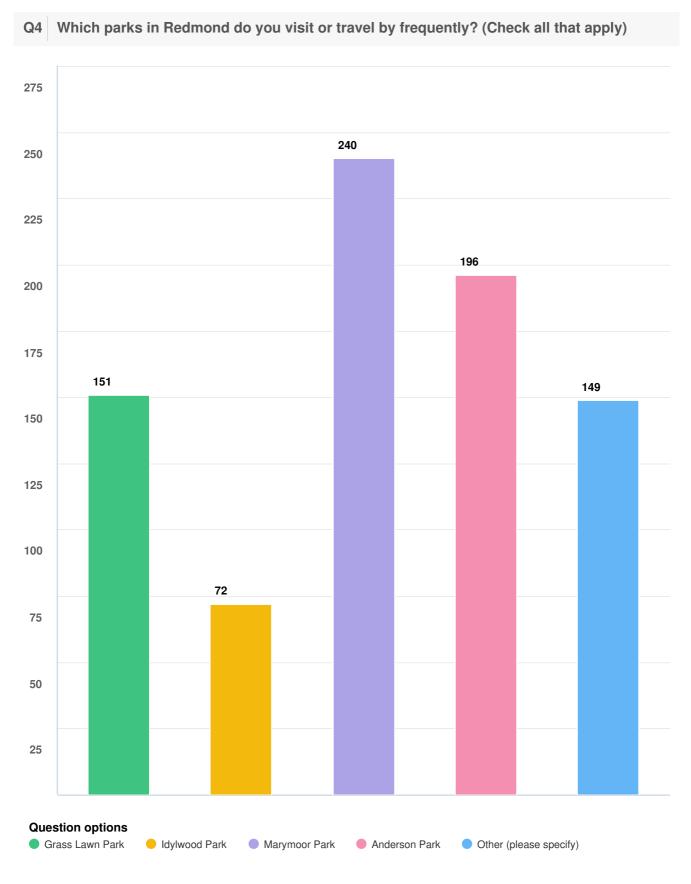


Question options

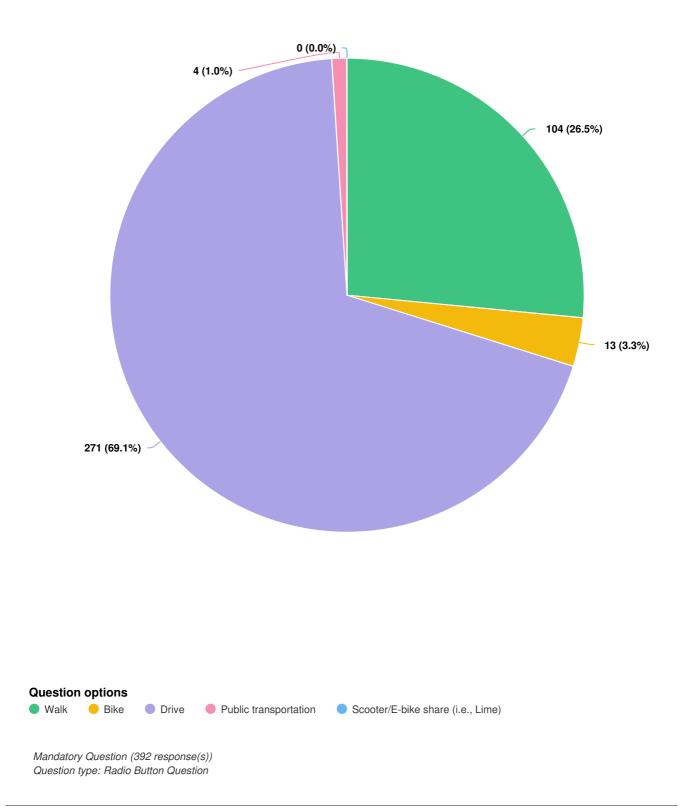
Mandatory Question (392 response(s)) Question type: Radio Button Question Q3 How often do you travel near parks in Redmond?



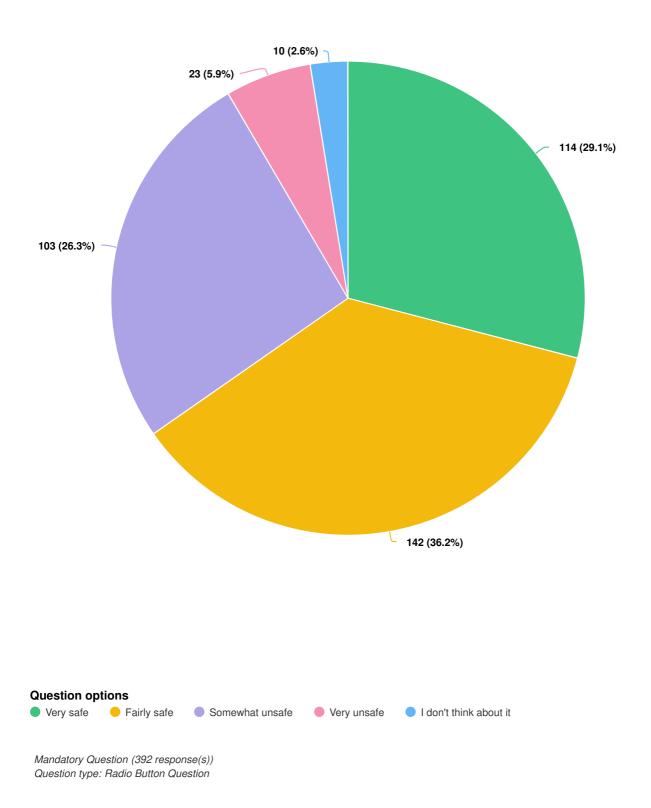
Question type: Radio Button Question

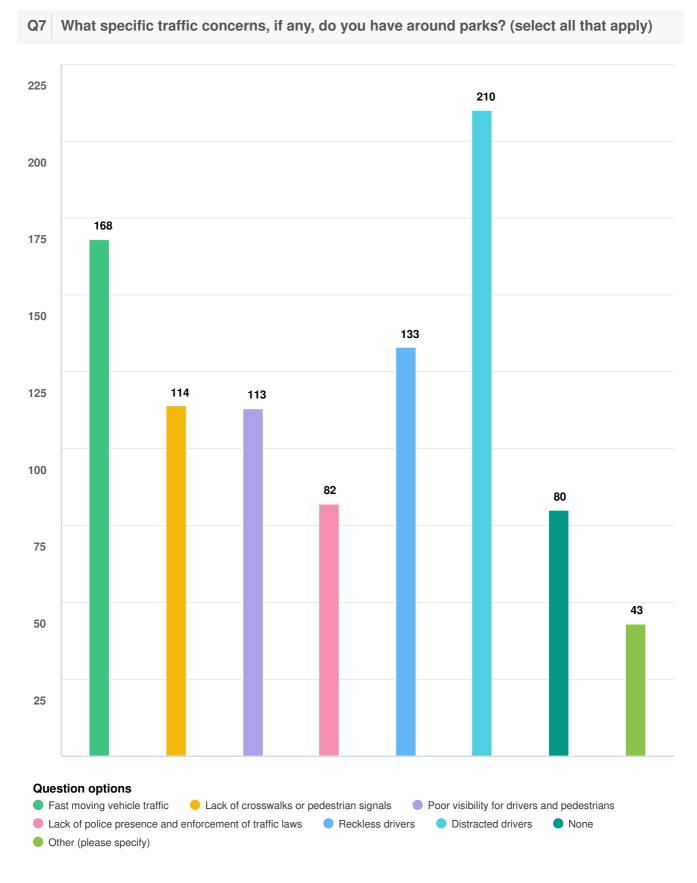


Mandatory Question (392 response(s)) Question type: Checkbox Question Q5 How do you usually get to these parks? (Please select your most frequent method of transportation if you use more than one)



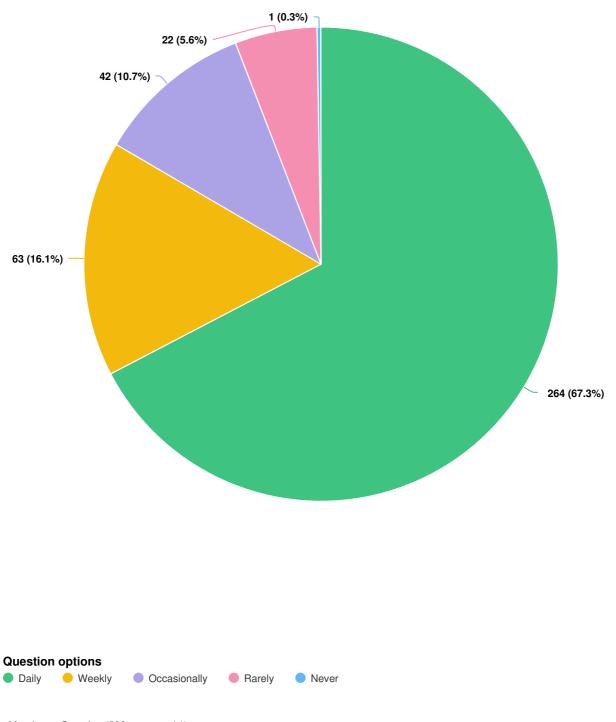
Q6 Do you feel safe walking, biking, or rolling (i.e., mobility assistance device) to and from parks as it relates to current traffic conditions?





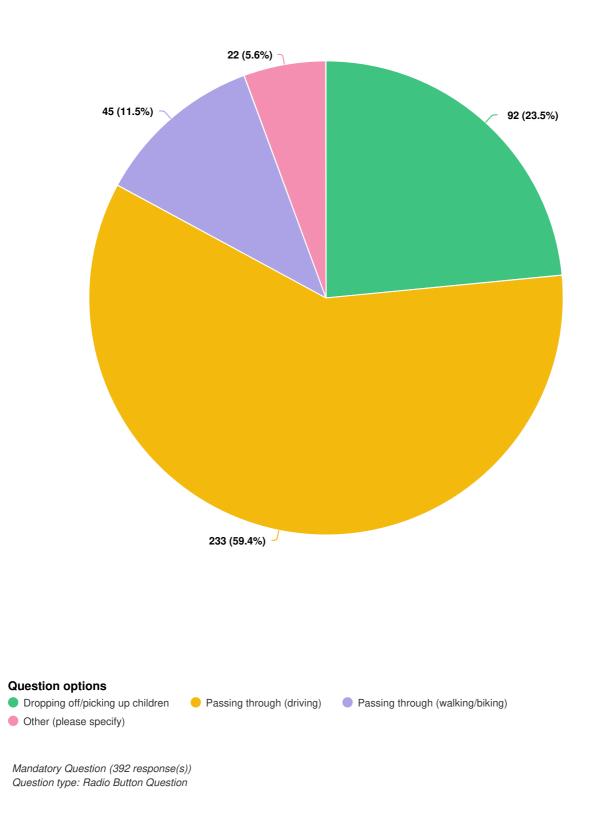
Mandatory Question (392 response(s)) Question type: Checkbox Question

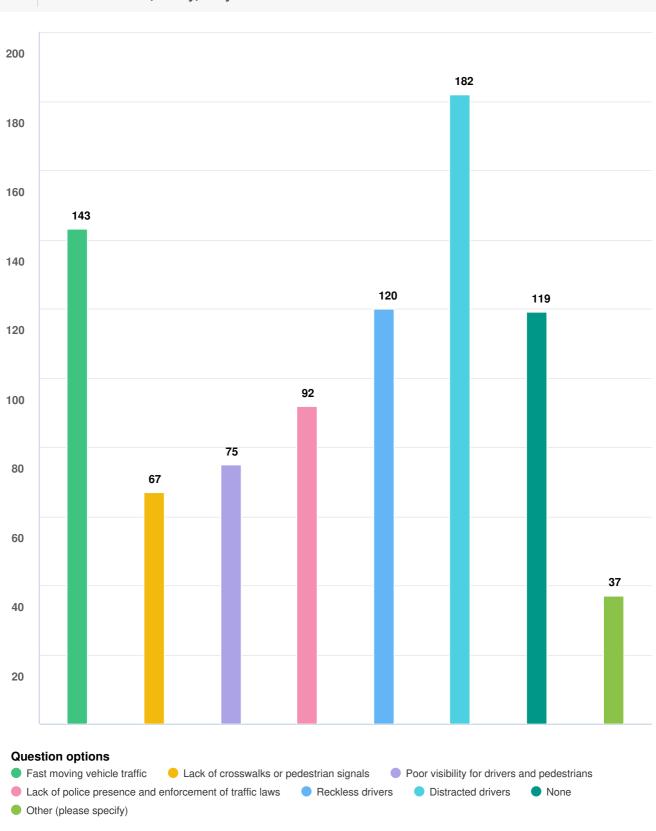




Mandatory Question (392 response(s)) Question type: Radio Button Question









Mandatory Question (392 response(s)) Question type: Checkbox Question Q11 What concerns, if any, do you have about traffic near schools? In your response, please share which school you have concerns about and what the concerns are, such as fast moving vehicle traffic, lack of crosswalks, etc. If you have concerns for multiple schools, please identify each school and the concerns individually.

Anonymous 2/28/2025 12:29 PM	Drivers are distracted and impatient
Anonymous 2/28/2025 02:47 PM	backed up cars picking up kids, aggressive parents traying to cut traffic/blocking etc
Anonymous 2/28/2025 06:00 PM	Lack of safe bike lanes for routes to RMS and RHS means kids on bikes are too close to fast cars. Frequent pedestrian/car conflicts at the driveways crossing sidewalks during dropoff and pickup at RMS. Right turn on red causes unsafe situations with pedestrians and other cars at the traffic light near RMS. Lack of signalized crosswalks on the northern end of 166th Ave NE leads to students crossing in unsafe places. Missing sidewalk segment near Clara Barton Elementary brings pedestrians into traffic lanes.
Anonymous 2/28/2025 10:25 PM	n/a
Anonymous 3/01/2025 07:14 AM	None
Anonymous 3/01/2025 08:18 AM	Lack of wide sidewalks/cycleways. The road near Redmond Elementary School is very wide. It has a loading zone on one side and a parking zone on the other side of the road. I don't feel comfortable biking in such an open road but the sidewalks are narrow, have lots of driveway entrance slopes, and are busy with people. I'd love if one side of the road's parking/loading zone was used to extend the sidewalk for a cycleway/mixed used path connecting to Anderson Park.
Anonymous	Most of my concerns are probably more applicable to Bellevue

3/01/2025 11:14 AM

Most of my concerns are probably more applicable to Bellevue schools but some of these apply to Redmond as well (Redmond middle being the biggest concern). Main concerns are a lack of traffic calming/fast traffic around the school and a lack of quality bike infrastructure that can keep kids safe going to/from school. Anonymous 3/01/2025 01:28 PM

Anonymous 3/02/2025 09:15 AM

Anonymous 3/03/2025 09:11 AM

Anonymous 3/03/2025 09:15 AM

Anonymous 3/03/2025 09:23 AN

Anonymous 3/03/2025 09:28 AM

Anonymous 3/03/2025 09:28 AM

Anonymous 3/03/2025 09:36 AM

Anonymous 3/03/2025 09:41 AM

Anonymous 3/03/2025 09:45 AM Sometimes the sunshine can be an issue where drivers cannot simply see the pedestrian.

Timberline, Rosa Parks - police presence would be appreciated to have cars slow down and drivers obey traffic laws. Personally we have parents parking illegally in our neighborhood and blocking my personal garage:driveway in their attempts to get students to Rosa parks. I politely confront people. But having police presence to ticket drivers would be more effective

None

I think more signaled crosswalks at any school , especially secondary RHS near pool would be helpful.

Congestion, Traffic parked in ways that obscure flow and visibility.

Too many cars.. 104th at abbey rd could use a roundabout

I am concerned that there is too much signage and people are fatigued by all the warnings and information and so they just ignore most of it.

I don't have any specific concerns

Evergreen and Emily Dickenson. You probably know attempts have been made to slow folks down - the SLOW signs cemented in were run over in short time...I walk 2x a day and people regularly don't stop for me at the crosswalk even if I'm in the middle. A woman yelled at me "I didn't see you!" A speedbump like other schools have would be the solution.

The traffic on 180th in front of Audubon Elementary School is horrible during pick up in the afternoon. It is impossible to drive on 180th. Drivers block the road, turn in front of cars trying to go straight and make prohibited turns. As a local resident this is unacceptable situation. Please find a solution! Also near Audubon, at the intersection of 180 and 24, cars blast through the stop sign all the time. Due to 24 being higher than 180, Drivers need to go up to 24 to see if cars are coming. Unfortunately they go way to fast, block the sidewalk and speed up to 24 so drivers going west are concerned that the car will drive directly into their car. There are often pedestrian on the sidewalk that have to take action to avoid the speeding car.

In addition to my previous comments, the traffic builds up fast during pickup and drop offs, especially at pick up and can congest the street. I'm often waiting in line on the road and turning into the parking lot can be a challenge. Police directing the traffic or signals for turning etc can help. The schools I go to are Redmond Middle School and Redmond High School.

N/a

No Concerns, No cameras needed

There are often long drop-off lines before school starts. Often, drivers will make poor decisions when dropping off a student, such as stopping in the road to let their child out, stopping in the bicycle lane to let their child out, make illegal u-turns, and parking illegally. I don't find speeding to be as much of an issue during drop-off times because it is so congested that no one can speed. I find the illegal stopping, parking, and turning to be dangerous and rarely penalized.

Redmond Middle School needs more crosswalks directly in front of the school also fast moving traffic.

Distracted Drivers.

See previous comment.

Specifically I have concerns about the area North of Horace Mann Elementary, particularly the 14000 block of 170th Ave NE. Because of the traffic congestion on 104th, this area is used as both auxillary parking by parents, a time save cut through by high schoolers, and

Anonymous 3/03/2025 09:59 AM

Anonymous

Anonymous 3/03/2025 10:01 AM

Anonymous 3/03/2025 10:10 AM

Anonymous 3/03/2025 10:11 AM

Anonymous 3/03/2025 10:12 AN

Anonymous 3/03/2025 10:13 AN

Anonymous 3/03/2025 10:15 AM where other side streets funnel into to become the primary walking route for the neighborhood North of Horace Mann. We live about 3 blocks North and when we need to go to the school early (before the crossing guard is out) for before school activities I opt to drive my child because we've had multiple near misses while in the crosswalk with cars driving to the high school (typically it's the parents of the high schoolers responsible for the near misses, not the teen drivers). In addition to that, parents picking up or dropping off children park as close as possible to 104th, including in front of the stop signs, block visibility, in front of driveways, causing neighbors who need to leave to back out through their lawns, which causes a hazard to walking children. In addition to cars u-turning and causing other traffic issues. I have photos and videos of all of this.

no concerns

Basically never see a Police presence in school zones during "School Zone flashing light times" Norman Rockwell elementary Redmond middle school Horace man elementary Redmond high school

Drivers drop off kids in the middle of main road (Redmond Ridge Drive) outside of Timberline Middle School instead of the school drop off zone. It slows down the traffic significantly and is dangerous for the kids. This happens daily and with multiple vehicles. Redmond Ridge Drive near the school is becoming a kids drop off road.

Sudden rushes of people around pickup and drop off times

Students speeding. Students doing drug deals in the neighborhood.

Clara Barton

No specific concerns, other than general increase in speeding, drivers and pedestrians both being distracted

None

Anonymous 3/03/2025 10:18 AM

Anonymous 3/03/2025 10:38 AM

Anonymous 3/03/2025 10:47 AM

Anonymous 3/03/2025 11:17 AM

Anonymous 3/03/2025 11:19 AM

Anonymous 3/03/2025 11:48 AM

Anonymous 3/03/2025 11:50 AM

Anonymous 3/03/2025 12:53 PM

Anonymous	See my above answer regarding Redmond Elementary. I have to say,
3/03/2025 01:24 PM	lots of the people who were doing the poor driving were parents. At
5/05/2025 01.24 T W	Harman Park, there are too many people driving faster than the speed
	limit up 104th Avenue around Mann and RHS.
Anonymous	Most drivers seem to follow speed rules. Occasionally observe
3/03/2025 01:28 PM	speeding or distracted drivers. Schools near me are Einstein, Clara
	Barton, Redmond MS, Redmond HS (latter two have higher volume
	of traffic) but no concerns other than occasional dumb drivers.
Anonymous	High School & amp; middle school students ignoring cross walks,
3/03/2025 02:17 PM	signs & traffic
Anonymous	None other than what I've noted above.
3/03/2025 02:22 PM	
Anonymous	There is not only a lack of crosswalks, but often a lack of sidewalks.
3/03/2025 03:16 PM	Drivers are extremely aggressive, often speeding and pushing yellow
	lights to the point they are still fully in the intersection when the
	opposing green light turns on. I would love not only speed cameras but red light cameras as well.
Anonymous 3/03/2025 05:33 PM	Driver's are always distracted and driving too fast
Anonymous	Parents blocking traffic by stopping in travel lanes. Parents turning left
3/03/2025 05:34 PM	and blocking the opposite lane of travel because they have nowhere
	to go. The large crowds around schools. The general flaunting of
	normal traffic laws when in school drop offs/pick ups.
Anonymous	Getting into and out of school near school start/stop times is very
3/03/2025 07:00 PM	difficult
Anonymous	Clara Barton Elementary School. Plan is to open up the street to the
3/03/2025 09:14 PM	subdivision with a street that will significantly increase in volume on the street that runs in front of the school. The city has gone to deaf
	ears.

No concerns

Anonymous 3/04/2025 12:47 AM

Anonymous 3/04/2025 12:47 AM	None
Anonymous 3/04/2025 04:36 AM	None
Anonymous 3/04/2025 04:52 AM	Afternoon pickup at Norman Rockwell has quite a few speeding vehicles approaching from the east along NE 110 St. vehicles driving over the bike lane with kids on b bikes present
Anonymous 3/04/2025 07:29 AM	NA
Anonymous 3/04/2025 09:00 AM	Lack of crosswalk
Anonymous 3/04/2025 09:52 AM	I drive or bike by some Redmond schools but more often one's in Issaquah and Bellevue. I have always marveled at the good behavior of most divers. I'm sure there are a few bad ones but I'm not seeing it.
Anonymous 3/04/2025 10:31 AM	none
Anonymous 3/04/2025 10:56 AM	School crossing guards are great and supportive.
Anonymous 3/04/2025 01:09 PM	N/A
Anonymous 3/04/2025 03:50 PM	Speeding by too large a number of cars. Particularly 166th. I believe wider use of traffic cameras for ticketing will save lives.
Anonymous 3/04/2025 05:14 PM	See above. Schools most often driving by:Redmond middle, Horace Mann, Redmond High, Redmond Elementary
Anonymous 3/04/2025 05:53 PM	Managing traffic in/out of Redmond High School is a bit nightmarish. Lots of very new and very impatient drivers.

Ben Rush, high speed and distracted drivers

Anonymous

3/04/2025 07:13 PM

Anonymous 3/04/2025 07:14 PM

Anonymous 3/04/2025 08:14 PM

Anonymous 3/04/2025 08:18 PM

Anonymous 3/04/2025 09:21 PM

Anonymous 3/05/2025 06:56 AM

Anonymous 3/06/2025 11:20 AN

Anonymous 3/06/2025 11:32 AM

Anonymous 3/06/2025 12:11 PM

Anonymous

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I don't have concerns for a specific school.

Rose Hill MH - Very chaotic at pickup and dropoff with vehicles turning, entering, exiting, and parking in all directions. Consider turning restrictions for school driveways and side streets to limit the ways vehicles can approach and leave the school. Could use one additional crosswalk (with curb extension) east of the school around 137th Ave NE, there is no good crossing from Strattonwood. There are speed humps but they are unusually flat, easily traversable above the 25mph speed limit. Consider expanding the no parking zone around school entrance driveways and potentially 'hardening' with flexposts or similar, large SUVs can obscure pedestrians crossing the entrances.

Cars not aware of pedestrians or cyclists. Driving too fast. Not watching for bikes/walkers at intersections. No sidewalks and cars too fast. Rose Hill Middle and Elementary

I am retired, so I drive by during the day and there's not much going on then. I live near timberline Middle School and a lot of parents drive their kids to and from school but the traffic is pretty slow.

RHS, city doesn't clean away fallen branches blocking street parking along NE 104th St.

Fast moving traffic and distracted drivers

104th gets backed up upon RHS arrival, it is hard to stop and go on that sea pill and would like to improve back road access to the school. Despite claims that lots of people will walk or bus the reality is the majority of people drive an individual cars and traffic is way worse than anticipated or predicted at peak hours

People should stop picking up their kids and use buses for them instead, would ease traffic a huge amount

People generally obey the school zone speed limit when the lights

Traffic Safety Near Schools and Parks	s : Survey Report for 05 July 2019 to 07 April 2025
3/06/2025 12:15 PM	are blinking. One issue is that the lights often blink when school is cancelled, though, which is pointless. If that were turned into a ticket due to a camera, that is unacceptable. I'm all for POLICE enforcement when school is in session, but automation is not ok.
Anonymous 3/06/2025 12:24 PM	I have nearly been hit by a distracted driver coming over the curb at RMS. It's unfortunate that the sidewalks are right along the street with so many student walkers, and that so many drivers seem to think that bicycle lanes are a buffer for their vehicle.
Anonymous 3/06/2025 01:17 PM	None
Anonymous 3/06/2025 01:47 PM	Redmond. Middle is a nightmare during pickup/drop off. Parents park on the side of the road blocking traffic, cars trying to get through the intersections and not paying attention to crosswalks. Horace Mann, parents not following the rules of the road, making U-Turns where ever they feel like. Crossing the street with their children NOT in a crosswalk!!!!
Anonymous 3/06/2025 01:49 PM	Fast moving vehicles near Redmond Elementary
Anonymous 3/06/2025 01:51 PM	none
Anonymous 3/06/2025 02:32 PM	Please see my previous comment about the crosswalks in front of Mann and Redmond high. They need blinking lights just like the one by 172nd ave ne. It would make people much easier to see, especially in the dark in front of Redmond and little kids in front of Mann.
Anonymous 3/06/2025 03:05 PM	Horace Mann - parents Jay crossing is a concern
Anonymous 3/06/2025 04:20 PM	None
Anonymous 3/06/2025 05:24 PM	Could you just refer to my answer 3 or 4 pages ago. Speeding, over take cars using center lane (saw this multiple times Redmond Middle School). Even cars enter school parking lot using the Exit (there is a

Do Not Enter sign, Clara Barton Elementary)

Anonymous 3/06/2025 07:33 PM

Anonymous 3/06/2025 07:41 PM

Anonymous 3/06/2025 07:53 PM

Anonymous 3/06/2025 09:53 PM

Anonymous 3/07/2025 01:18 PM

Anonymous 3/07/2025 04:01 PM

Anonymous 3/07/2025 04:18 PM

Anonymous 3/07/2025 06:23 PM

Anonymous 3/07/2025 08:27 PM

Anonymous 3/08/2025 03:55 AM

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Please keep neighborhood streets safe. The main roads are not the issue. I have never seen anyone speed through them and I drive through them daily.

InIn neighborhoods near schools, high schoolers occasionally peel out in the neighborhood roads

See my comment before related to speeding cars near Clara Barton Elementary. This could become even a bigger problem if the city opens up the gate to access 124th directly from 172nd NE

Sometimes (usually early afternoon), driving near Lake Washington High, there are quite a few cars, traveling rather quickly.

I think it's largely a matter of people not being aware they're in or near a school zone or park. People forget to take extra caution.

None

I understand the needs for citiy to put the speed camera but it does not make situation safer. In fact, it may cause more accidents than being safe. May want to add more light or sign when near parks or school area. If the city is really,concerned about the speeding, have law enforcement to be present that is how you make the catch not thru camera.

The street behind Rockwell by Meadow park becomes almost impassable at drop off and pickup. Parents park in front of driveways, on corners out in the street. It would be helpful to have a police officer there once or twice a week to educate the parents on safety.

Street parking across the schools can make turning into some school zones a bit blind

Anonymous 3/08/2025 10:11 AM	it is enough to modify the road structure to enforce speed limits. raised pedestrian walks, roundabouts or led signs with speed measures will be enough
Anonymous 3/08/2025 10:54 AM	
Anonymous 3/08/2025 10:55 AM	None
Anonymous 3/08/2025 11:01 AM	Speeding, not paying attention to kids when present
Anonymous 3/08/2025 11:02 AM	Na
Anonymous 3/08/2025 11:07 AM	Redmond High and speed.
Anonymous 3/08/2025 11:33 AM	People with loud, fast cars wanting to show them off and RPD letting them get away with it.
Anonymous 3/08/2025 11:39 AM	none
Anonymous 3/08/2025 12:11 PM	I would love to see raised crosswalk by RMS on 166th to slow drivers when people are out walking before or after the regular drop off and pickup times.
Anonymous 3/08/2025 12:12 PM	Fast driving, disregarding speed limits. Street parking making visibility poor
Anonymous 3/08/2025 01:02 PM	Na
Anonymous 3/08/2025 01:34 PM	Tesla FSD does not detect school zone and reduced speed limits
Anonymous	I do not support speed cameras but would love to see more officers

3/08/2025 02:06 PM

Anonymous

Anonymous

3/08/2025 02:29 PM

Anonymous

3/08/2025 02:52 PM

Anonymous 3/08/2025 03:16 PM

Anonymous 3/08/2025 05:12 PM

Anonymous 3/08/2025 05:42 PN

Anonymous

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around our schools. I think people mostly obey the 20 mph zones around Horace Mann.

Traffic in and out of Evergreen Middle School during arrival and dismissal can sometimes back out onto 208th AVE NE. The traffic doesn't last long--maybe 5 to 10 minutes. However, there are some drivers who get so impatient waiting that they either speed around cars by driving on the shoulder or crossing the double yellow line and driving towards oncoming traffic. This is dangerous for both other drivers and the pedestrian traffic entering/leaving the school.

Clara Barton Elementary School in North Redmond 1. Rolling stop at the 4-way stop sign NE 122nd St & amp; 172nd Ave NE (https://maps.app.goo.gl/RB85qUuMidZWndrg6) is an everyday occurrence. 2. Speeding parents who are late for school drop off 3. Many vehicles going at or above 30mph (as seen from how bad they are jumping over the speed bump) even during school time (yellow light flashing) 4. Cars parked in drop off only zones inside the school. Many kids cross this street to get to school, it is scary to see how fast people drive here.

I have traffic safety concerns near school bus stops. I believe, the large majority of Redmond residents are not clear on what the traffic rules are when the school bus is boarding or deboarding students. It would be great if city of Redmond or Redmond PD can post a video tutorial in their website/ social media handles talking about the traffic do's and dont's of school busstop. Please cover all possible scenarios (like if the bus stop is in a 4 way stop intersection, in a 4 way intersection but 2 way stop, etc)

Fast moving cars

Commuters speed thru neighborhoods where schools are located and don't respect the signs 20 mph when children present and also go over 25mph listed speed.

The issue is not speed, but congestion when school lets out in the afternoon. Lack of traffic control for cars exiting school parking lots (high school, middle school, Horace Mann).

The biggest problem is poorly designed parking lots at some schools.

Traffic Safety Near Schools and Parks : Survey Report for 05 July 2019 to 07 April 2025		
3/08/2025 06:26 PM	It causes a back up onto the public street.	
Anonymous 3/08/2025 07:47 PM	Cars blocking main road picking up/dropping off children	
Anonymous 3/08/2025 08:14 PM	Redmond Middle School and Willows Prep have parents lined up in the street, blocking traffic, during pickup and drop off. Willows Prep has drivers cutting through stopped traffic on Red-Wood Rd to get to the turn lanes, dangerous with limited sightlines	
Anonymous 3/08/2025 08:55 PM	Schools entrance need to have traffic lights to allow for flow of traffic in and out of schools. The increase in population in our city in the past thirty years now requires modernization of drop off/ pick up lanes to concentrate inside of the school area and not blocking roads.	
Anonymous 3/08/2025 09:50 PM	None	
Anonymous 3/08/2025 10:24 PM	I don't live near school zones. Not enough information for me.	
Anonymous 3/09/2025 01:31 AM	People speeding near Redmond High school and Rockwell elementary	
Anonymous 3/09/2025 01:32 AM	Nothing	
Anonymous 3/09/2025 01:33 AM	Traffic police should protect crosswalks , because drivers are not slowing down for walkers.	
Anonymous 3/09/2025 01:48 AM	None	
Anonymous 3/09/2025 01:49 AM	N/A	
Anonymous 3/09/2025 01:50 AM	None	
Anonymous	Х	

3/09/2025 03:14 AM

Anonymous 3/09/2025 03:23 AM

Anonymous 3/09/2025 03:24 AM

Anonymous 3/09/2025 03:32 AM

Anonymous 3/09/2025 04:06 AM

Anonymous 3/09/2025 05:56 AM

Anonymous 3/09/2025 05:59 AM

Anonymous 3/09/2025 05:59 AM

Anonymous 3/09/2025 06:27 AM

Anonymous 3/09/2025 06:48 AM

Anonymous 3/09/2025 06:57 AM

Anonymous 3/09/2025 07:07 AM

Anonymous 3/09/2025 07:14 AM

Anonymous 3/09/2025 07:20 AM None

There is no traffic enforcement post Covid. Pretty simple. Speeding, texting, watching YouTube while driving. I see it all every day and I see it around Redmond elementary school.

No concerns

None

None, everything seems quite safe already

Rosa parks, Redmond high

N/a

The same as the rest of Redmond.

I don't walk near schools often, but I'm more concerned about people running the red light and being distracted while driving

N/A

No one follows the rules or drives safely because there is zero enforcement of the rules. Bring back cops to assist the schools.

Anonymous 3/09/2025 07:37 AM	None
Anonymous 3/09/2025 07:48 AM	I really haven't seen terrible drivers in Redmond unless I'm on 405 or near 148th
Anonymous 3/09/2025 07:50 AM	No concerns
Anonymous 3/09/2025 07:51 AM	Lack of four way stop signs make it very difficult to safely make left turns. There are several intersections near Redmond Elementary and Anderson Park that have stop signs only on one street. Those should be four way stops instead.
Anonymous 3/09/2025 08:09 AM	Most of Redmond lacks adequate traffic calming measures (e.g. raised crosswalks, artificial narrowing to slow traffic), so that applies here too.
Anonymous 3/09/2025 08:35 AM	No issues, seems well managed as is
Anonymous 3/09/2025 08:40 AM	N/A
Anonymous 3/09/2025 08:40 AM	Not enough pull off zones for dropping parents creating traffic.
Anonymous 3/09/2025 08:42 AM	Na
Anonymous 3/09/2025 08:42 AM	I travel regularly through school zones by car and have not seen any issues over the past several years. I feel safe in these areas and I've observed lawful, attentive behavior from drivers.
Anonymous 3/09/2025 08:43 AM	No concerns
Anonymous	N/a

3/09/2025 08:44 AM Anonymous None 3/09/2025 08:50 AM Anonymous There's a general disregard to traffic laws every where, all the time. 3/09/2025 08:54 AM None Anonymous Anonymous None 3/09/2025 09:03 AM Anonymous No concerns 3/09/2025 09:12 AM No specific concerns with traffic near schools Anonymous 3/09/2025 09:15 AM Anonymous Drivers on phones 3/09/2025 09:25 AM Anonymous Drivers not respecting speed limit Anonymous Police presence to enforce if necessary Anonymous Timberline Middle School. Lack of traffic coordination. People drop off children on the street. Unqualified persons attempting to a direct traffic. Unsafe U-turn behavior. Anonymous Drivers don't yield to pedestrians in crosswalks. Anonymous None 3/09/2025 09:36 AM

The crosswalk in Einstein elementary is always full of distracted drivers.

Anonymous

Anonymous 3/09/2025 09:47 AM	Once the high school lets out, teenagers DAILY speed at very high speeds (50+) on NE 107th street at the top of the hill. I have reported this several times to the non-emergent line but have yet to see any police presence or changes.
Anonymous 3/09/2025 09:48 AM	No police enforcement
Anonymous 3/09/2025 09:51 AM	Some could use the button and blinking lights in crosswalks.
Anonymous 3/09/2025 09:54 AM	Distracted drivers. Redmond high school.
Anonymous 3/09/2025 10:09 AM	None
Anonymous 3/09/2025 10:10 AM	I have no concerns, people seem to follow the speed limits when I drive by Redmond high school
Anonymous 3/09/2025 10:10 AM	ΝΑ
Anonymous 3/09/2025 10:16 AM	Near the highschool people are always distracted and driving horribly
Anonymous 3/09/2025 10:19 AM	
Anonymous 3/09/2025 10:25 AM	N/A
Anonymous 3/09/2025 10:32 AM	I live near Redmond ES. Traffic calming measures, not speed cameras, should be applied to 166th and other roads around schools and parks.
Anonymous 3/09/2025 10:44 AM	None

Anonymous 3/09/2025 11:12 AM	Drivers blowing through crosswalks
Anonymous 3/09/2025 11:18 AM	N/a
Anonymous 3/09/2025 11:18 AM	We need more traffic calming things that encourage safer driving like narrower streets, speed humps, etc. Making massive roads only encourages faster and more reckless driving. Also protected bike lanes would be wonderful.
Anonymous 3/09/2025 11:24 AM	I avoid the schools during pick up and drop off.
Anonymous 3/09/2025 11:45 AM	n/a
Anonymous 3/09/2025 11:57 AM	no concerns. stop trying to fix problems that don't exist and appease the nimbys. let redmond develop
Anonymous 3/09/2025 12:04 PM	Left my note about TMS in an earlier question. Also Ella Baker sidewalks need to be widened. There's not enough room for bikers and pedestrians— I've seen too many bikers fall into the road. Also wish there was an incentive for families to carpool or bike/walk to school too many drive and it's a neighborhood school. Have reached out to king county but never get a response — would appreciate sharing this feedback with them as these schools are in incorporated Redmond.
Anonymous 3/09/2025 12:09 PM	N/A
Anonymous 3/09/2025 12:16 PM	Near Redmond Elementary School that cars naturally go high speeds. Moreover, they turn at high speeds as well, without noticing pedestrians. The streets are so wide as well that it takes a pedestrian longer to cross the street, exposing them to more danger for longer.
Anonymous 3/09/2025 12:21 PM	No concerns
Anonymous	N/a
age 28 of 59	

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3/09/2025 12:28 PM

Anonymous 3/09/2025 12:29 PM

Anonymous 3/09/2025 12:33 PM

Anonymous

3/09/2025 12:40 PM

Fast moving vehicles on NE 116th St near Einstein Elementary. When police officers are present doing speed checks people drive significantly slower.

Redmond elementary regularly has drivers speeding and blowing

through red lights near it. Also, drivers regularly do not yield to pedestrians at crosswalks and nearly hit them as they pass through.

Drivers recklessly speeding, not enough bollards and physical

Parent traffic with "me first" mentality, Manny drivers "cheating" by driving 5-20 mph over posted limits, ignoring pedestrians crossing

None

Reckless, speeding drivers.

barriers protecting cyclists.

Too much traffic, congestion .

Redmond high school

Drop off and pickup lines are a nuisance

Anonymous 3/09/2025 12:47 PM

Anonymous 3/09/2025 01:14 PM

Anonymous 3/09/2025 01:31 PM

Anonymous 3/09/2025 01:40 PM

Anonymous 3/09/2025 01:55 PM

Anonymous 3/09/2025 01:57 PM

Anonymous 3/09/2025 02:21 PM

Anonymous 3/09/2025 02:25 PM

Anonymous 3/09/2025 02:49 PM N/a

streets

n/a

na

Anonymous 3/09/2025 03:12 PM	Fast moving vehicles that often don't come to a complete stop at or behind stop bars or before sidewalks at driveways in/around Redmond Elementary
Anonymous 3/09/2025 03:16 PM	Sometimes RHS students peel out from parking lot onto street quickly.
Anonymous 3/09/2025 03:21 PM	At Redmond High School the single street gets jammed frequently, congestion is a problem
Anonymous 3/09/2025 03:24 PM	Many drivers on NE 80th Street speed well beyond the speed limit. Elevated crosswalks that double as speed tables would greatly improve pedestrian safety.
Anonymous 3/09/2025 03:29 PM	Not enough lanes. Get rid of trees and make 4 lane roads
Anonymous 3/09/2025 03:31 PM	None.
Anonymous 3/09/2025 03:35 PM	My only concern is drivers staring at their phones
Anonymous 3/09/2025 03:43 PM	Drivers on their phones. Pedestrians on their phones, with even less situational awareness.
Anonymous 3/09/2025 03:45 PM	I don't have concerns
Anonymous 3/09/2025 03:47 PM	n/a
Anonymous 3/09/2025 04:22 PM	None
Anonymous 3/09/2025 04:27 PM	I have no concerns
Anonymous	No concerns

Lack of the flashing cross walks

3/09/2025 04:33 PM

Anonymous 3/09/2025 04:33 PM

Anonymous

3/09/2025 04:47 PM

The School zone start sign for Albert Einstein Elementary School (coming from Avondale) is far ahead of the lights flashing to indicate a reduced speed limit. In addition, this flashing light is also obscured by tree branches for quite some distance. So most people don't realize that reduced speeds are in effect long after passing the school zone start sign. While I am not aware of anyone being ticketed, this layout is non-ideal for everyone.

Anonymous 3/09/2025 05:17 PM

Anonymous 3/09/2025 05:25 PM

Anonymous 3/09/2025 05:51 PM

Anonymous 3/09/2025 05:56 PM

Anonymous 3/09/2025 06:51 PM

Anonymous 3/09/2025 07:09 PM

Anonymous 3/09/2025 08:03 PM

Anonymous 3/09/2025 08:58 PM

Anonymous 3/09/2025 09:18 PM No speed cameras please. it causes drivers to panic and stop recklessly causing rear end collitions

No concerns.

N/A

N/A

None

N/A

Redmond School hill that goes to Nike Park that says 25 mph. Cars go up that hill so fast even when children are walking up to their homes. Maybe a speed bump somewhere on that hill but not sire of those are ok for hills.

Schools aren't designed for parking and pick-up and now the school schedules result in pick-ups happening all at the same time

Ben Rush, principally with regards to the school zone in Old Red: there are fairly few demarcated crosswalks along the main stretch of the road despite there being several more legal crossing spots. That could potentially make crossing more dangerous for kids and adults, as they would either want/need to cross at an unmarked location where motorists might not be as attentive as they should, or would otherwise have to walk a much longer distance just to cross to the other side. Outside of crossings the speed indicator sign on that stretch of road seems effective from my experience, with not too much deviation from the limit amongst other motorists I've encountered.

None. Both schools have good crosswalks. Haven't seen issues around either school.

n/a

Riding my bike around Einstein and there is very fast moving traffic, and one area farther in the surrounding neighborhood has the bike lane temporarily merge with fast moving traffic

I have no concern in fact pedestrian sometimes taking too relaxing walk when crossing. Nothing is wrong but also respect to the driver waiting to turn and drop off kids to be in time to school

No concerns

In front of Horace Mann elementary school where cars enter into premise, there is a cross walk missing. Before and After school, most of the parents park cars on the 170th Ave NE and kids cross NE 104th St. This is very unsafe crossing since cars coming from Redmond Middle school area have lower visibility up the hill.

Einstein Elementary- turn signal for school entry

None

Increased traffic and reckless drivers.

Anonymous 3/09/2025 09:59 PM

Anonymous 3/09/2025 10:07 PM

Anonymous 3/09/2025 10:38 PM

Anonymous 3/09/2025 10:53 PM

Anonymous 3/09/2025 11:34 PM

Anonymous 3/09/2025 11:43 PM

Anonymous 3/10/2025 12:04 AM

Anonymous 3/10/2025 12:15 AM

Anonymous 3/10/2025 07:09 AM

Over near the elementary school, the street is very wide which Anonymous 3/10/2025 07:20 AM encourages drivers to speed. There are no traffic calming measures like roundabouts or narrow lanes (which could be fixed by narrowing the lanes and adding a protected bike lane) to slow down traffic so it relies solely on the deiver doing the right thing which is never comfortable for pedestrians. There are also very few crosswalks making it unsafe to cross in many places since the street is so wide. Parents using a non drop off area for kids. The parents go too fast for Anonymous 3/10/2025 09:11 AM the area, are doing donuts, driving up on curves, not yielding to kids or other cars. Double parking, sometimes triple parking. Redmond Elementary - mostly I've noticed the issues because there Anonymous is a lot of traffic on 166th but no green arrows at the traffic signals so motorists waiting to turn will run a yellow or red light. speeding vehicles Anonymous

once, and the traffic is just awful.

At Woodinville high school, the 4 way stops are really more of a

decoration than a functional stop. Nobody goes, or two people go at

Audubon Elementary - bad behavior of pedestrians and drivers alike.

There's consistently a mom sending her kid across the street between crosswalks at the main driveway. Drivers are frequently impatient, aggressive, and rude. Rose Hill Middle School - kids on bikes don't follow rules of the road - riding all over the place and unpredictable. Very unsafe, makes me uncomfortable to drive thru

3/10/2025 09:45 AM

Anonymous 3/10/2025 10:08 AM

Anonymous 3/10/2025 10:13 AM

Anonymous 3/10/2025 10:18 AM

Anonymous 3/10/2025 10:34 AM

Anonymous 3/10/2025 01:21 PM None

after school.

None

n/a

153

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Anonymous 3/10/2025 02:33 PM	No issues at Ben Rush where my daughter goes
Anonymous 3/10/2025 03:41 PM	speedy drivers
Anonymous 3/10/2025 03:45 PM	Benjamin rush elementary. The traffic in Old Redmond Rd often speeds. The hill makes it dangerous for clear sight. I think the school zone area should be extended. And the normal speed in that area 25 not 30
Anonymous 3/10/2025 03:47 PM	Distracted driving - RMS and RHS, lack of crosswalks - RMS, RHS, Redmond El. Adding more lights or roundabouts at these schools would help with this and fast vehicles, particularly on 108th and 166th
Anonymous 3/10/2025 03:56 PM	Education Hill schools-RHS, Horace Mann and fast moving vehicle traffic.
Anonymous 3/10/2025 04:00 PM	A
Anonymous 3/10/2025 04:38 PM	Don't have much interaction with this dynamic
Anonymous 3/10/2025 04:57 PM	My concern is that adding cameras will force people to accelerate when they saw a yellow so that they can avoid the ticket.
Anonymous 3/10/2025 04:59 PM	Traffic backing up
Anonymous 3/10/2025 05:12 PM	Evergreen middle school - fast moving vehicles, traffic jams
Anonymous 3/10/2025 05:50 PM	Redmond Elementary School. Drivers have no clue pedestrians have right of way at unmarked crosswalks in the surrounding area, even if there's no pedestrian lights or crosswalk paint.
Anonymous 3/10/2025 06:05 PM	If traffic cannot be diverted further away from places where children are walking to and from school, then speeds need to be slowed down

by permanent design such as cross tables

Anonymous 3/10/2025 06:40 PM	Cascade View Montessori has no traffic signage and parents park on the sidewalk.
Anonymous 3/10/2025 06:43 PM	
Anonymous 3/10/2025 06:52 PM	N/a
Anonymous 3/10/2025 07:55 PM	Lighted crosswalk on Old Redmond Road crossing into the 60-01 apartments. It's very hard to see pedestrians.
Anonymous 3/10/2025 08:57 PM	No concerns
Anonymous 3/10/2025 08:59 PM	None
Anonymous 3/11/2025 07:31 AM	NA
Anonymous 3/11/2025 08:58 AM	Drivers not slowing down, poorly visible speed limit signs/school zone signs/lights hidden by tree overgrowth, kids not looking in both directions before crossing, parents dropping kids off on side of street and blocking traffic, kids driving e-bikes and scooters in wrong directions/speeding. Rose Hill Middle School area (140th Ave), Kamiakin Middle School (132nd Ave).
Anonymous 3/11/2025 09:21 AM	Ben Rush, missing neighborhood sidewalks
Anonymous 3/11/2025 09:38 AM	N/A
Anonymous 3/11/2025 10:31 AM	I have no specific concerns about traffic near schools but it's generally a widespread problem for all schools that drivers are distracted and do not obey the 20 MPH speed limit when required. Crossing guards have near-misses frequently and drivers seem confused about how to pass through a school zone, particularly if

they do not have students at that school.

Re Ben Rush and Rose Hill Middle School: when lights are flashing, Anonymous 3/11/2025 04:46 PM traffic does slow but rarely do drivers observe the regular speed limit. Anonymous None 3/11/2025 04:53 PM Anonymous Ella baker.speeding teenagers under influence of drugs during summers Anonymous Drivers not stopping and allowing kids to cross and speeding 3/11/2025 10:34 PM Anonymous N/A 3/12/2025 02:49 PM Anonymous redmond needs more raised crosswalks. they help ensure cars dont just blast past crosswalks and help ensure slower vehicle speeds. Additional flashing light with speed meter will help because it's easy Anonymous 3/12/2025 03:51 PM to err on the school zone speed limit when not entering at school zone sign. As in my previous comment, multiple schools are concerning, but Anonymous recently Redmond Middle 3/12/2025 04:36 PM Rockwell Elementary - I walk my children three blocks to Rockwell Anonymous 3/12/2025 05:06 PM everyday for school, and I walk back home. I consistently see and hear fast me moving loud vehicles rush past. This isn't a real problem. I don't want my city government harassing Anonymous 3/12/2025 06:07 PM its residents by issuing them automated tickets. I will encourage anyone to fight them in court to ensure they cost more to enforce than you bleed from us. Anonymous No concerns.I do not want traffic cameras. I just had a ticket from 3/12/2025 06:18 PM West Seattle. I was not driving my vehicle, yet I was ticketed.. I would rather see Redmond police patrolling areas. I see several drivers every week running red lights. That is the real issue.

Anonymous 3/12/2025 06:29 PM	None
Anonymous 3/12/2025 06:39 PM	None
Anonymous 3/12/2025 06:50 PM	N/A
Anonymous 3/12/2025 06:58 PM	Lack of public lights for pedestrians. Lack of curb cleaning, curbs can be extremely dirty and even unsafe during winter season due to snow and storm debris. This is especially try on 166th avenue going to Redmond Middle School
Anonymous 3/12/2025 07:08 PM	No concerns. This questionnaire is rigged
Anonymous 3/12/2025 07:12 PM	People drive very quickly and there are A LOT of kids walking near schools. Also sad because recently heard of an car accident in Kirkland near a school where someone fell asleep at the wheel and hit two kids who were walking. People are careless around schools since they tend to be in neighborhoods.
Anonymous 3/12/2025 07:13 PM	Rockwell- officer enforcement is needed. Many feel regular rules of the road don't apply to them. My car has been hit and run multiple times, I've seen kids and adults almost hit multiple times. I'm afraid it is only going to get worse with construction. RPD could bring in lots or revenue if they policed the neighbors nearby before and after school
Anonymous 3/12/2025 07:19 PM	Kids don't pay any attention, goof off end up in the street when they should be on the sidewalk.
Anonymous 3/12/2025 07:28 PM	Redmond Elementary- when driving or walking to the school there are multiple distractions such as children walking, lots of cars parked along the road, drivers not stopping at crosswalks when pedestrians are present, and preschool children playing on playground next to street. Lots of attention needed when driving near there. Redmond Middle School- we get off Metro and cross NE 104th on foot. Cars do not slow down in the school zone even though there is a speed alert.

None Anonymous 3/12/2025 07:29 PM Anonymous Distracted drivers at Redmond Middle School picking up students. I only interact with school zones as a driver passing through. I find Anonymous 3/12/2025 07:39 PM that the edges of school zones aren't always clearly demarcated, and the lanes nearby them are as wide and easy to drive fast through as anywhere else. This means that my slowing down frequently causes cars to bunch up behind me. I don't think we need to put cameras up. I'm against that. Anonymous 3/12/2025 07:44 PM My primary concern is the amount of distracted driving I'm witnessing. Anonymous 3/12/2025 08:01 PM People are literally watching videos on their phones while driving. Secondary concerns have to do with speeding, not knowing basic driving rules, not yielding to pedestrians. The school's I travel past are pretty safe compared to 20 years ago. Anonymous 3/12/2025 08:12 PM Distracted driving is common when I drive around our area and it's Anonymous 3/12/2025 08:36 PM not specific to school zones. I have no concerns about traffic near our school, Rockwell Anonymous 3/12/2025 08:58 PM Elementary Drivers not yielding to pedestrians in crosswalks Anonymous Anonymous Parents parking badly and not watching for other kids when dropping 3/12/2025 09:21 PM off their own. Teen drivers are better, frankly. Police need to patrol 104th and 166th for speeders. They used to do Anonymous 3/12/2025 10:09 PM this frequently, but not any longer which I believe has led to people

speeding more frequently.

Traffic Safety Near Schools and Parks	Survey Report for US July 2019 to U7 April 2025
Anonymous 3/12/2025 10:13 PM	I answered this in previous question. Norman Rockwell. Speeding traffic. Need police presence.
Anonymous 3/12/2025 10:39 PM	Cars going too fast and not paying attention.
Anonymous 3/12/2025 10:57 PM	The number of potholes around Redmond High School, Horace Mann, and on Avondale causes people to swerve to avoid damage to vehicles. Fixing these and other areas of disrepair would improve overall safety
Anonymous 3/12/2025 11:15 PM	None
Anonymous 3/12/2025 11:35 PM	Redmond High School - bikes lanes need more visibility
Anonymous 3/12/2025 11:58 PM	None.
Anonymous 3/13/2025 12:14 AM	Drivers break rule's everyday, take illegal u turns after dropping off on the main road near Timberline Middle School
Anonymous 3/13/2025 01:32 AM	Distracted drivers are the biggest threat
Anonymous 3/13/2025 04:49 AM	Lack of parental awareness to make pickup and drop off as time efficient as possible.
Anonymous 3/13/2025 09:32 AM	Redmond High School when school ends: lots of drivers on their phones
Anonymous 3/13/2025 09:48 AM	NA
Anonymous 3/13/2025 10:07 AM	None
Anonymous 3/13/2025 10:33 AM	Please install more crosswalks

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Anonymous 3/13/2025 10:42 AM

Anonymous 3/13/2025 11:20 AM

Anonymous 3/13/2025 11:25 AM

Anonymous

None.

Redmond Elementary

I like flashing crosswalks.

Rose Hill Middle School - heavy car traffic during school drop-off/pickup times. I'm usually on a bike and it is not at all obvious how I should navigate into the school -- should I enter in via the car loop? Should I get on the sidewalk? The road in front of the school is narrower at the crosswalks and then wider in between the crosswalks, which is challenging to navigate on a bike, as cars want me to pull into the wider parts and then I'm forced to merge back in with traffic at the crosswalks. It also encourages cars pulling over to drop off their kids (rather than entering the car loop) to cut me off. I'm a confident cyclist and I've gotten used to navigating it over the years, but it is not great. The roads leading to/from the school are challenging as well. We usually take Old Redmond to 140th Ave NE and then turn left into the Strattonwood neighborhood. The bike lanes are sometimes not well swept, even when the road is clear. The left turn into Strattonwood is challenging in traffic. Ben Rush - somewhat of a funky situation as we are not zoned to Ben Rush, we are in the neighborhoods west of 148th that are now (as of 2023) zoned to Ben Franklin, but existing families were offered the opportunity to variance in to Rush. Many of us use the back entrance to Rush off 149th Ct. This footpath is not marked. Crossing 148th at NE 61st Way is extremely hairy to say the least. 148th in general is hairy! While the school-specific problem will dissipate over time as current families graduate and new families west of 148th go to Franklin, we do also use that same route during non-school hours, e.g. to access the school playground on weekends, or when walking our dog. In addition, there are families living on the east side of 148th who use that route to get to Rush, and while the 148th crossing isn't an issue for them, the rest will.

Traffic is driven by the volume of cars used for pick up and drop off. I am more concerned with the Avondale congestion. I also strongly oppose the use of traffic speed cameras. This was used near Albert Einstein and Union Hill and was a failure in terms of cost and any meaningful impact. I do not support dollars being spent in this area versus other enforcement such as drugs and crime in the area.

Anonymous

Anonymous 3/13/2025 12:31 PM	l witness speeders near all schools.
Anonymous 3/13/2025 12:57 PM	There needs to be traffic controls around RHS. It is the only high school in LWSD that doesn't have a traffic light. This causes cars to be more aggressive to get out of the lot. Also, there should be a metered and enforced crosswalk to prevent students from the steady stream of walking across 104th with no breaks for drivers to get through
Anonymous 3/13/2025 01:13 PM	I have no concerns.
Anonymous 3/13/2025 01:31 PM	No
Anonymous 3/13/2025 01:45 PM	Fast cars by Dickinson and evergreen
Anonymous 3/13/2025 01:51 PM	NA
Anonymous 3/13/2025 01:55 PM	Not everyone obeys the posted speed limit
Anonymous 3/13/2025 01:58 PM	N/A
Anonymous 3/13/2025 02:35 PM	i have usually seen Redmond drivers follow speed limits in school zones.
Anonymous 3/13/2025 02:42 PM	None
Anonymous 3/13/2025 03:01 PM	None
Anonymous 3/13/2025 03:14 PM	No concerns

Anonymous 3/13/2025 04:16 PM

Anonymous 3/13/2025 04:19 PM

Anonymous 3/13/2025 05:07 PM

Anonymous 3/13/2025 05:37 PM

Anonymous 3/13/2025 06:45 PM

Anonymous 3/13/2025 08:31 PM

Anonymous 3/13/2025 09:38 PM

Anonymous 3/13/2025 09:55 PM

Anonymous 3/13/2025 09:57 PM

Anonymous 3/13/2025 10:03 PM

Anonymous 3/13/2025 10:21 PM Traffic near schools is very safe. Bad driving is the same everywhere, of course, but people are safer drivers in school zones.

I keep wondering why there is not a flashing school zone sign near Redmond El like there are at the other schools on the hill. It wound make sense ti have one there and make everything more consistent.

I have no concerns but I think that school busses and kids walking to and from school cause lots of traffic

No concerns

Please don't install traffic camera near school or parks. Sounds lien easy money for the dept to make. If you really worry about those, please have more police do the patrol rather than relying the camera traffic. In fact it will increase and cause accidents. Do you want that to happen or create safe environment?

As mentioned earlier that close call in the cross walk near horace mann. People race through and do not look. I dont feel safe crossing and never know the drivers will stop. It the only legal crossing spot to the school. other than a sign there is not much that seems to slow people down.

None

Na

Driver's that are focused on themselves and in a hurry. Need flashing crosswalks at all school and park crosswalks

People not following the speed limit (flashing lights)

Rockwell Elementary: when turning left onto 162nd Ave NE from 112th St, there is a very tall shrub/tree on the SW corner house, which makes it so I need to pull out into the crosswalk to see

	oncoming traffic. Then often the school's crossing guard needs to
	move around my car. I'm also shocked at how fast ppl drive up/down
	162nd St NE. Would it be possible to install speed bumps? (Or as my
	British husband refers to them as: "sleeping police officers" :)
Anonymous	N/A
3/13/2025 10:30 PM	
Anonymous	None
3/13/2025 10:36 PM	
Anonymous	N/A
3/13/2025 11:26 PM	
Anonymous	Speeding just outside of the school 20mph zones. Also illegal parking
3/14/2025 01:54 AM	across from Audubon. Parking near the entrance pinches off the exit
	from 30th onto 180th.
Anonymous	Tailgating drivers
3/14/2025 05:55 AM	
Anonymous	I live in Kirkland and work in Redmond and the speed camera for
3/14/2025 08:39 AM	Kamiakin is pure entrapment (just see the data on number of tickets).
	Please don't do that to Redmond. It's a sick money grab. I support
	crosswalks with orange walking flags like in downtown Kirkland and
	flashing lights at crosswalks. Crossing guards are already there to get
	children across safely. Please show me where anyone has been
	struck at a school or park crossing? I don't know if I've ever heard of
	an indecent. It not, then please consider that this is a pure money
	grab.
Anonymous	N/a
3/14/2025 09:30 AM	
Anonymous	Mann elementary has limited visibility coming up the hill from 166th. A
3/14/2025 10:24 AM	crosswalk with flashing lights would be useful here. The school used
	adult safety monitors during school hours, which is absolutely
	necessary given traffic.
Anonymous	na
3/14/2025 02:38 PM	

Anonymous 3/14/2025 03:36 PM

Anonymous 3/14/2025 05:00 PM

Anonymous 3/14/2025 05:25 PM

Anonymous 3/14/2025 05:33 PM

Anonymous 3/14/2025 05:34 PM

Anonymous 3/14/2025 06:18 PM

Anonymous 3/14/2025 09:26 PM

Anonymous

Redmond High school is very bad after school is let out. Kids race down the street. We need better ways to slow traffic.

The drivers near Clara Barton Elementary School are sometimes distracted, sometimes drive too fast, and sometimes do not stop for students walking to and from school. Clearly marked/painted/lit crosswalks are needed on NE 122nd Street between NE 124th Street and Clara Barton Elementary for students to cross safely.

Clara Barton Elementary, fast moving vehicles, vevicles don't stop for pedestrians, lack of traffic lights

Clara Barton Elementary: unsafe/distracted/fast driving during school zone when kids are present. Kids on safety patrol have had their flags hit by cars when they are attempting to cross students. I've witnessed many times an adult safety patrol person having to confront distracted drivers if they even can. We need raised crosswalks and better signage/visabilty.

traffic gets very backed up coming and going from both Redmond Middle School and Redmond High School leading to parents or students getting anxious or frustrated and sometimes not making the best decisions.

I pass by the school on union hill road and 208th a lot during school hours and hardly anyone obeys the 20 mph speed limit when the lights are flashing. I constantly have people riding my bumper because I'm not going 40. I do think having a second set of flashing lights near the stop light in both directions would help a lot. I think some people forget the lights were flashing while they sit through a red light. And I frequently see people run the red lights not only at this intersection, but also many others downtown.

Redmond Middle School and Rockwell Elementary School, pickup after school, overcrowded parents in cars - long lines of illegal parking on side of road, daily.

Camera system have no context of short days, vacation days, breaks, early release, etc. They also ticket a vehicle, not a driver. All schools have issues at times, but also have excessive, encroaching, parking and drop off impacts. Very difficult to see signs, flaggers, etc with rows of vehicles waiting in front of them.

Ar	nonyn	nous	
3/1	5/2025	07:35	AM

Fast cars along NE 167th Street, no crosswalk for school children that attend Clara Barton, no slowing options. My child crosses 167th without a crosswalk

N/A

Anonymous 3/15/2025 02:18 PM

Anonymous 3/15/2025 03:00 PM

Anonymous 3/15/2025 03:17 PM

Anonymous 3/16/2025 01:43 AM

Anonymous 3/16/2025 09:33 AM

Anonymous 3/16/2025 12:55 PM

Anonymous 3/16/2025 03:07 PM Redmond Elementary School- right in downtown and too close to all the congestion of a growing city with very limited ways in and out.

It looks to me like the city of Redmond is fishing for justification to install speed cameras, which are really municipal revenue raising devices under the guise of "children's safety" . . . a clever tactic done in order to paint opponents as villains who don't care about children's safety. Is there are accident statistics that show there is a problem, then share the data. If not, then don't try to create such statistics by way of anecdotes collected from surveys.

I live on 166th, people speed, but mostly they just don't respect signals. you can have all the stoplights and ped crossing signals in the world but if people speed up when they see you because they don't wanna stop then it's not gonna do any good. also, it feel like a third of cars in redmond have obscured or removed their license plates, so like, they must know they're breaking laws.

We need more designated crosswalks so that people do not cross randomly in front of cars.

I pass Mann, RHS and RMS daily. Distracted drivers and not enough crosswalks with lights leading up to the schools. Drivers do not stop or slow at crosswalks!

General fast moving traffic that rarely slows for pedestrians, drivers that ignore speed limits. The crossings around Redmond Elementary are very long and drivers think the street is wide open for them. The curbs being brought in, or slightly raised crosswalks would help a lot with visibility of people crossing. It would also make drivers more likely to drive more slowly in general on that street.

Anonymous 3/16/2025 04:41 PM	None
Anonymous 3/16/2025 07:33 PM	Lack of protected bike lanes, paint on the side of the road doesn't help me feel physically safe riding my bike. Raised concrete, pylons, even the "armadillos" would be an improvement which increasing the feeling of safety for adults and especially children who ride their bikes as a healthy means of transportation
Anonymous 3/16/2025 07:49 PM	As noted earlier, I have experienced close calls at the crosswalks near Redmond Elementary School. People driving on 166th are driving fast or on their phones. People turning onto 166th do not check for pedestrians.
Anonymous 3/17/2025 09:19 AM	Norman Rockwell Elementary (see previous note).
Anonymous 3/17/2025 10:56 AM	RmS, RHS, Rockwell
Anonymous 3/17/2025 11:18 AM	x
Anonymous 3/17/2025 12:46 PM	No concerns at this time.
Anonymous 3/17/2025 04:58 PM	I mainly witness traffic at Mann, RHS, RMS, Rockwell. Mann and RMS is the scariest. Crossing NE 104th at the Mann entrance MUST BE STOPPED. Speeding and tailgating from south of RMS to the pool (166th to NE 104th) is atrocious and I would really appreciate some negative reinforcement on those folks. Kirkland has speed cameras in some of their school zones and we should too!
Anonymous 3/18/2025 10:46 AM	Rockwell Elementary, Redmond High School
Anonymous 3/18/2025 01:10 PM	Redmond Elementary - the area outside the school is an accident waiting to happen. Drivers ignore pedestrian crossings, safety directions, safe parking guidelines, abuse school staff.

_

Anonymous	Nothing, really		
3/18/2025 01:13 PM			
Anonymous 3/18/2025 01:14 PM	The congestion/backup created by Redmond High School drivers is huge! They are backed up all the way down the hill, affecting drivers in and out of Horace Mann as well as drivers down on 166th. The traffic down at Redmond Elementary and Old Redmond School House has so many crosswalks and drivers don't always stop for pedestrians to cross where they need to.		
Anonymous 3/18/2025 01:38 PM	As I mentioned, I work at Red. EI. and often witness cars speeding by the school, not pausing for crosswalks/crossing guards, driving through before students/crossing guards are safely out of the crosswalk, driving in a distracted manner, etc.		
Anonymous 3/18/2025 02:05 PM	Redmond elementary, reckless and distracted drivers and		
Anonymous 3/18/2025 02:57 PM	Lack of pedestrian signals, crossing 166th to Norman Rockwell Elementary. Parent drop off/pick up backs up at Redmond Middle School causing chaos on the street (166th). Distracted drivers everywhere!		
Anonymous 3/18/2025 03:18 PM	I'm worried about the safety of our staff and students/families at Redmond Elementary.		
Anonymous 3/18/2025 03:26 PM	Lots of distracted drivers and drivers not following crosswalk and crossing guard directions		
Anonymous 3/18/2025 03:38 PM	The streets around our school, Redmond Elementary is overrun with parked cars right now (especially NE 80th St and 169th Ave NE. It makes it very difficult to see cross traffic and I expect it's the same for pedestrians. If you are going to build high-rise housing, the buildings need to accommodate the cars, and not have them parking every which way. I believe that Bellingham has an ordinance that if you live in a building that offers housing, then you need to use it as you will get a ticket if you are parking on the streets at night (something like that; my student graduated a few years ago).		
Anonymous	The school zone creates a lot of backed up traffic for people trying to		

leave the education hill neighborhood in the mornings. This can

3/18/2025 04:49 PM

increase distracted driving and speeding as people try to make up time Anonymous More police present to control Anonymous No major concerns for school zones. 3/19/2025 08:27 AM Anonymous Horace Mann Elementary has drivers moving too fast, and drivers 3/19/2025 04:40 PM who don't stop for the school crossing guard when they enter the crosswalk with their reflective vest and flag to let students cross.

Anonymous 3/19/2025 09:22 PM

Anonymous 3/19/2025 09:40 PM

Anonymous

Anonymous

Anonymous

Anonymous

Page 48 of 59

Lack of sidewalk, lack of sufficient light during winter mornings and evenings, lots of vehicular backup during school times

Horace Mann primarily. Our arms race of bigger and bigger cars is particularly dangerous for elementary age kids due to their height. LWSD and the respective towns need to encourage less driving. I'm not sure why Redmond allowed 104th and surrounding streets to be free parking for the high school. The least they could due is install parking meters to recoup and reinvest some of that cost into improved infrastructure. And half the parents driving their kids to school live within half a mile - then drive way to fast though the parking lot, distracted by their phones and decide their smarter than everyone by driving through the teachers lot so their precious spawn only doesn't have to walk 50 extra feet. Then they exist, turning left despite the sign clearly telling them not to. Or turn right and play chicken with the crossing guards.

Careless drivers ignores walking signs signals and rushes .

Redmond High school need protected crossing for pedestrians to cross 104th to Hartman Park and other areas along 104th Street east of RHS.

Middle school has most of the observed issued: reckless and improper parking on bike lanes

Rockwell Elementary is my main concern. Cars travel way too fast in

3/21/2025 03:24 PM

Anonymous 3/21/2025 03:26 PM

Anonymous 3/24/2025 03:49 PM

Anonymous 3/25/2025 06:17 AM

Anonymous

3/25/2025 07:41 AM

the areas around the school, often ignoring crosswalks and speed limits.

Cars driving in the Norman Rockwell school zones. Cars are speeding and seem unaware of their surroundings. Cars frequently don't stop for pedestrians and drive in the bike lane, very close to children and families walking on the sidewalks.

None

Wilder Elementary- people undertaking traffic because they are impatient and don't keep to the speed limit. Redmond High - school start and end times people get very mad about the lack of a traffic light and they turn left using the right lane out of the school.

****Wilder Elementary School - Poor and confusing signage!! The fact that school zones are 20 mph 24/7 is not clear to most people due to random signs that say: "when flashing" or "when students are present". Signs are confusing and the speeds are unsafe often during before/after school/weekend events. RCW 46.61.440 Maximum speed limit when passing school or playground crosswalks-Penalty, disposition of proceeds. (1) Subject to RCW 46.61.400(1), and except in those instances where a lower maximum lawful speed is provided by this chapter or otherwise, it shall be unlawful for the operator of any vehicle to operate the same at a speed in excess of twenty miles per hour when operating any vehicle upon a highway either inside or outside an incorporated city or town when passing any marked school or playground crosswalk when such marked crosswalk is fully posted with standard school speed limit signs or standard playground speed limit signs. The speed zone at the crosswalk shall extend three hundred feet in either direction from the marked crosswalk. ****Redmond High School - No traffic light allowing drivers to enter or exit with any regularity. No metered crosswalk lights to allow pedestrians to walk across street in groups. RHS is the only comprehensive school without a traffic signal. It is dangerous and can cause 45 minute waits to enter or exit the school. Frustrated drivers get angry and cause multiple issues.

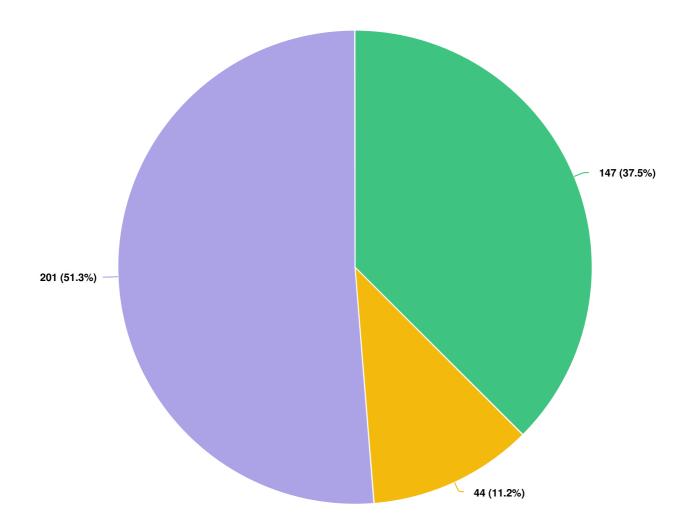
Anonymous

3/25/2025 09:11 AM

Biggest problem seems to be young drivers (coming and going from the high school) that don't care about speed limits, driver distraction, or watching for pedestrians.

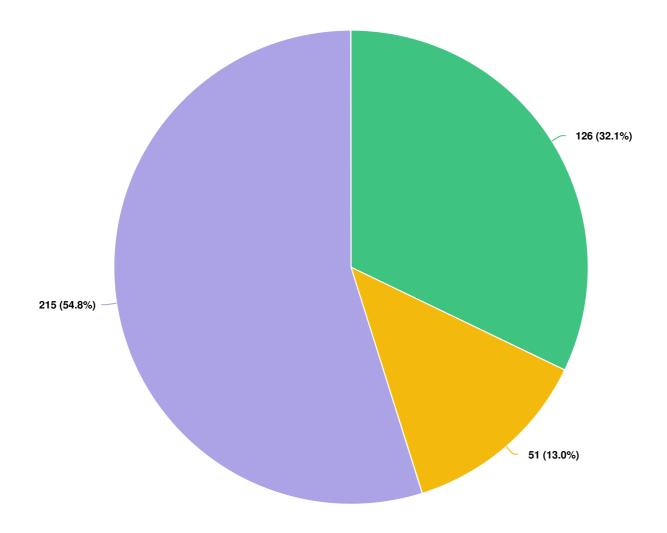
Anonymous 3/25/2025 09:26 AM	Add more crosswalks
Anonymous 3/25/2025 01:18 PM	NA
Anonymous 3/25/2025 01:18 PM	Fast traffic and impatient drivers
Anonymous 3/25/2025 01:24 PM	N/A
Anonymous 3/25/2025 02:35 PM	none
Anonymous 3/26/2025 07:06 PM	Redmond Elementary. Drivers sometimes drive through while children are crossing with the stop flag held out. Fast driving while the flashing light is on for reduced speed.
Anonymous 3/30/2025 08:23 PM	Evergreen Middle School- majority of cars passing the school are going above 20mph. Eastlake High School- back way into Eastlake cars are doing way over 20mph past students walking to school, Stem- in am so many students are lake because of traffic on hwy 202. Cars race on 208th to get into school on time. Alcott Elementary- parents are a little better st going the speed limit

Mandatory Question (391 response(s)) Question type: Essay Question Q12 How supportive are you of measures, such as speed safety cameras to reduce speeding and improve safety near schools?





Mandatory Question (392 response(s)) Question type: Radio Button Question Q13 How supportive are you of measures, such as speed safety cameras to reduce speeding and improve safety near parks?

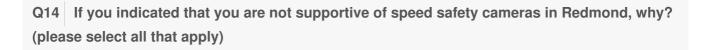


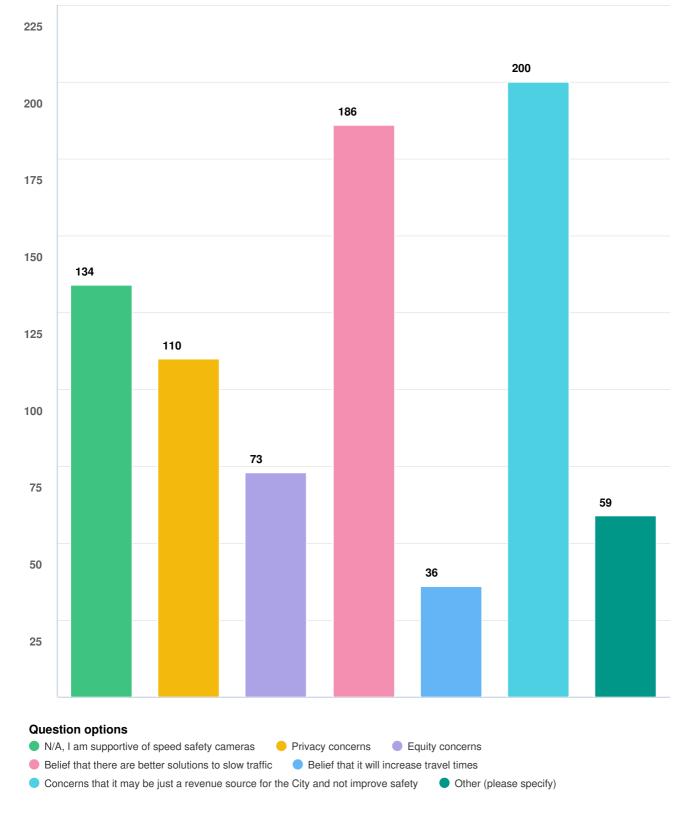
 Question options

 Supportive
 Neutral

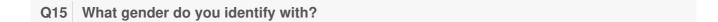
 Not supportive

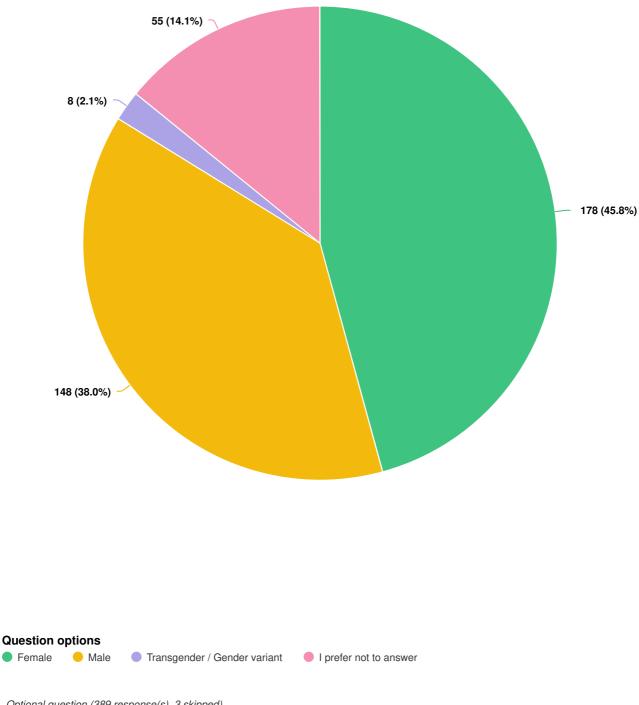
Mandatory Question (392 response(s)) Question type: Radio Button Question



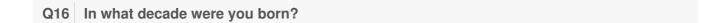


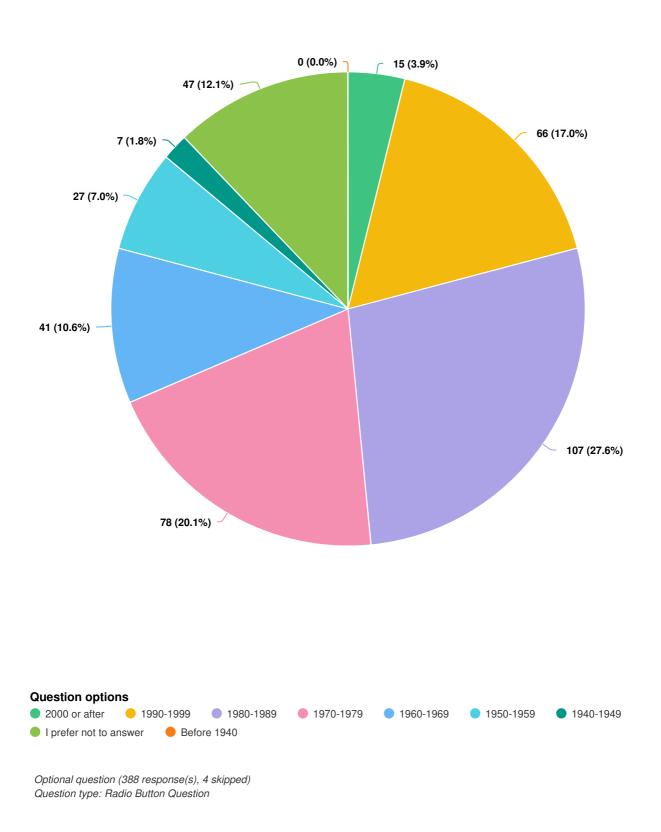
Mandatory Question (392 response(s)) Question type: Checkbox Question



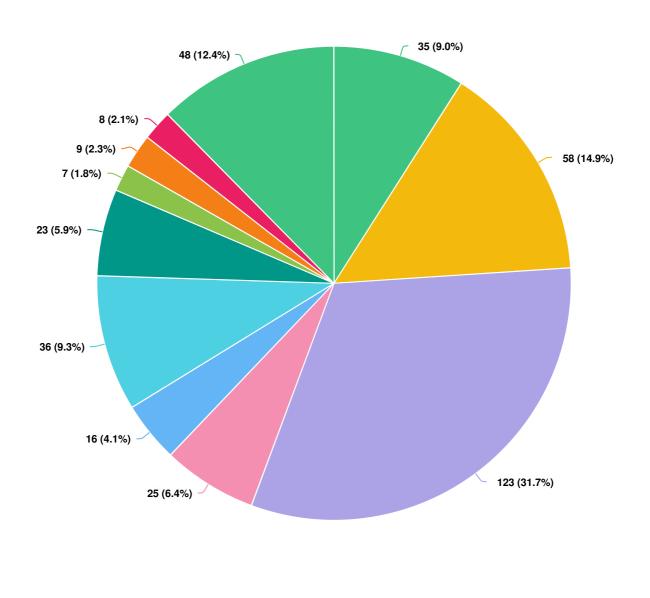


Optional question (389 response(s), 3 skipped) Question type: Radio Button Question





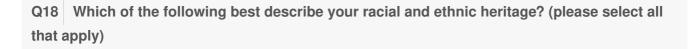


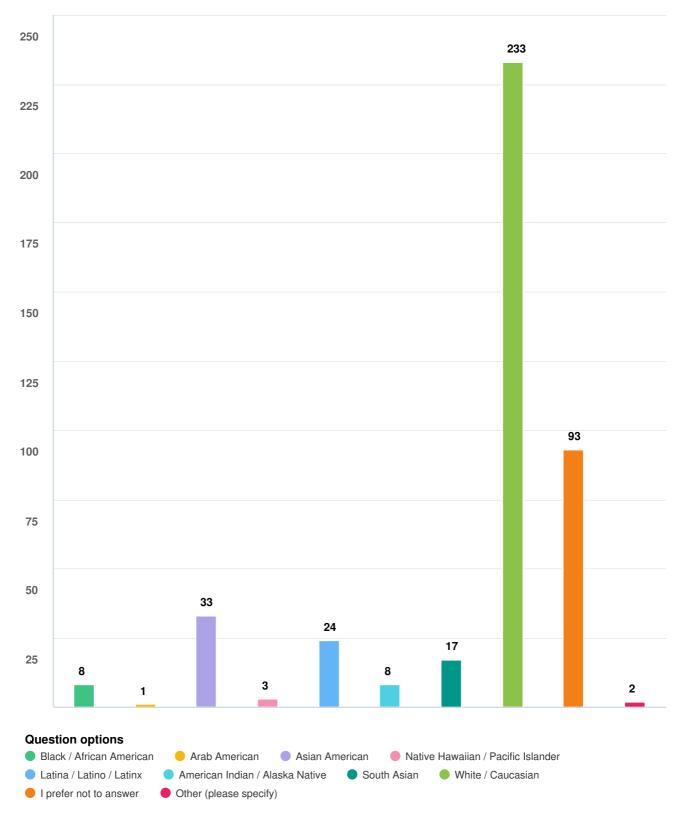


Question options

- Redmond's Bear Creek neighborhood
- Redmond's Grass Lawn neighborhood
 - orhood 🛛 🗧 Redmond's Idylwood neighborhood
- Redmond's Overlake neighborhood
- Redmond's Education Hill neighborhoodRedmond's North Redmond neighborhood
- Redmond's Sammamish Valley neighborhood
- 🔴 Redmond's SE Redmond neighborhood 🛛 🔴 Redmond's Willows / Rose Hill neighborhood
- Outside of Redmond (Please provide your zipcode)

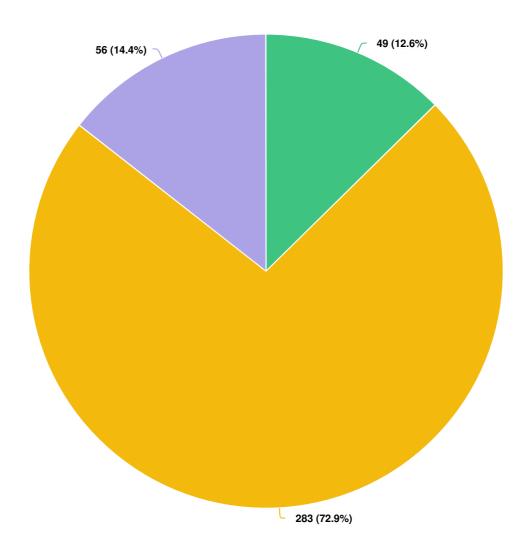
Optional question (388 response(s), 4 skipped) Question type: Radio Button Question





Optional question (387 response(s), 5 skipped) Question type: Checkbox Question

Q19 Do you identify as having or living with a disability?

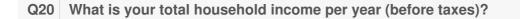


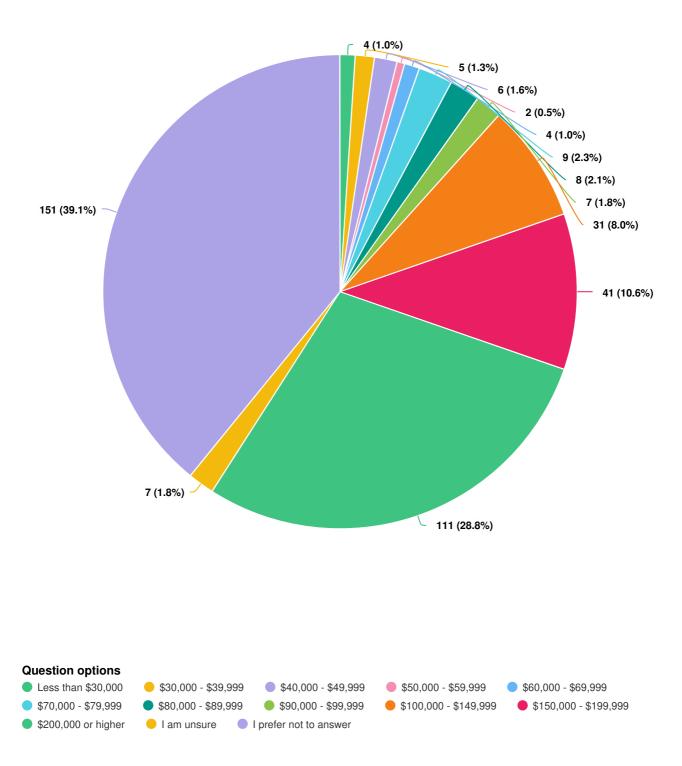
Question options

🔵 Yes 🛛 😑 No

I prefer not to answer

Optional question (388 response(s), 4 skipped) Question type: Radio Button Question





Optional question (386 response(s), 6 skipped) Question type: Radio Button Question



Memorandum

Date: 6/3/2025 Meeting of: City Council	File No. AM No. 25-090 Type: Consent Item			
TO: Members of the City Council				
FROM: Mayor Angela Birney				
DEPARTMENT DIRECTOR CONTACT(S):				
Planning and Community Development	Carol Helland		425-556-2107	
DEPARTMENT STAFF:				
Planning and Community Development	Brooke Buckingham	Human Ser	Human Services Manager	

Planning and Community DevelopmentBrooke BuckinghamHuman Services ManagerPlanning and Community DevelopmentSeraphie AllenDeputy Director

TITLE:

Approve Agreement to Administer Homeless Outreach Software in Partnership with City of Kirkland and City of Bellevue.

OVERVIEW STATEMENT:

The City's homeless outreach team tracks client data and activities related to their work. Staff inputs and tracks this data in a case management software platform called Apricot. The City would like to enter into a formal partnership to allow outreach staff from the City of Kirkland and City of Bellevue to use the same platform.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

□ Receive Information

□ Provide Direction

Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: Human Services Strategic Plan, Comprehensive Plan
- **Required:** Interjurisdictional agreements require Council approval.
- Council Request:
 N/A
- Other Key Facts: Signing this MOU allows the City to formalize the partnership and invoice Bellevue and Kirkland for use of Apricot.

OUTCOMES:

Cross-jurisdictional partnerships and collaboration benefit the clients we serve. This opportunity allows us to caseconference and coordinate efforts with potential shared clients. Secondary benefits include cost savings to the City, as Bellevue and Kirkland would provide proportionate contribution toward annual fees.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

The average annual cost is currently \$17,091.

Approved in current biennial budget:	🛛 Yes	🗆 No	□ N/A
Budget Offer Number: 0000307 - Housing & Human Services 0000294 - Technology Solutions			
Budget Priority: Vibrant and Connected			
Other budget impacts or additional costs: If yes, explain: Staff cost to administer and monitor software f	Yes Yes	No ncy.	□ 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
05/20/2025	Committee of the Whole - Public Safety and Human	Provide direction
	Services	

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	No meetings proposed	N/A

Time Constraints:

Bellevue anticipates seeking Council approval June 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Redmond would continue to pay full costs of Apricot if not approved.

ATTACHMENTS:

Attachment A: Draft Agreement for Services between the Cities of Bellevue, Kirkland, and Redmond for Implementation and Maintenance of a Joint Homeless Outreach Data System

AGREEMENT FOR SERVICES BETWEEN THE CITIES OF BELLEVUE, KIRKLAND, AND REDMOND FOR IMPLEMENTATION AND MAINTENANCE OF A JOINT HOMELESS OUTREACH DATA SYSTEM

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by the Cities of Bellevue, Kirkland, and Redmond, hereinafter referred to as "Cities", to provide for implementation and maintenance of a joint homeless outreach data system.

WHEREAS, the Cities work to ensure that those living unsheltered will have access to services that will support their path to stability; and

WHEREAS, the Cities acknowledge that unsheltered individuals often move from one jurisdiction to another; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to share data and data tracking systems; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local homeless outreach staff, and to community members;

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

- 1. <u>Purpose of Agreement</u>. The purpose of this Agreement is to facilitate the administration and funding of joint homeless outreach data system for sharing, tracking, and storage of information in the provision of services to unhoused individuals in the community.
- 2. Joint Participation.
 - a. <u>Lead City</u>. The City of Redmond shall be the designated lead city ("Lead City"). The Lead City shall contract directly for and manage the Apricot 360 case management software with Bonterra ("Vendor"). The other responsibilities of the Lead City are described in section 4.
 - b. <u>Participating City</u>. A Participating City is a city participating in the joint sharing, tracking, and storage of information through the case management software, who is a party to this Agreement, and who is not the Lead City.
- 3. <u>Funding Arrangement</u>. The Lead City shall bear the cost of the initial implementation. The Lead City and all Participating Cities will share the annual costs of the software subscription and support, with the costs allocated equally. The initial fee schedule shall be as described in

Exhibit A. Any future adjustments in fees shall be equally born by the parties and documented in additional attachments to this agreement.

The Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving an invoice from the Lead City, pursuant to Section 4(a) below.

- 4. <u>Responsibilities of Lead City</u>. The Lead City has been designated to act as the fiscal and administrative agent for this agreement, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee or cost to the Participating City beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:
 - a. Send an invoice to the Participating City by May 15th of each year for their annual funding participation, with supporting documentation of the costs.
 - b. Contract with the Vendor and manage the performance of the case management software.
 - c. For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each city no later than December 31st of the preceding calendar year in which the contribution is to be made.
 - d. Maintain accounts and records that properly reflect transactions related to this Agreement.
 - e. Develop policies that support data integrity and alignment.
- 5. <u>Confidentiality.</u> City staff shall take reasonable security precautions to ensure that persons not authorized to view the data do not gain access to the data. City staff shall not share any information which the City is not authorized to share, under any relevant federal or state confidentiality laws, regulations, or other restrictions applicable to client information.
- <u>Duration</u>. This Agreement shall become effective on the date it is signed by two cities, and it shall become effective for a subsequently signing participating city on the date it is signed by that participating city. Regardless of the date of execution, this Agreement shall remain in effect through April 1, 2027, with automatic extensions annually, unless terminated as described in section 7.
- 7. <u>Termination</u>. Either city may terminate its participation in this Agreement without cause by giving the other city a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations under the terms of the signed vendor agreement.
- 8. <u>Notices</u>. Notices to the cities shall be sent to the persons identified on the signature page for each city; provided that any city may substitute an alternate contact person by providing written notice thereof and provided, further, that any such substitution shall not constitute an amendment, alteration, or change to this Agreement.

Brooke Buckingham	Jen Boone	Bianca Siegl
Human Services Manager	Human Services Manager	Assistant Director
City of Redmond	City of Kirkland	City of Bellevue
PO Box 97010	123 5th Ave	450 110th Avenue NE
Redmond, WA 98073-9710	Kirkland, WA 98033-6121	Bellevue, WA 98004

- 9. Indemnification.
 - a. Each city agrees to indemnify the other city from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such city, or the city's employees or agents.
 - b. Each city hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any city agent or employee against the other city related to the parties' use of the software shared under this agreement. This waiver is specifically negotiated by the parties and a portion of the city's payment hereunder is expressly made the consideration for this waiver.
 - c. The provisions of this section shall survive the expiration or termination of this Agreement.
- 10. <u>Applicable Law; Venue; Attorney's Fees</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.
- 11. <u>Amendments</u>. This Agreement may be amended, altered, changed, or extended in any manner by the mutual written consent of all cities.
- 12. <u>Counterparts</u>. This document may be executed by electronic mail or online contracting application in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

CITY OF BELLEVUE	
Ву:	Approved As To Form:
Title:	
Date:	City Attorney
CITY OF KIRKLAND	
Ву:	Approved As To Form:
Title:	
Date:	City Attorney
CITY OF REDMOND	
Ву:	Approved As To Form:
Title:	
Date:	City Attorney

<u>Exhibit A</u>

The total pricing is as follows:

2024	\$16,267.90
2025	\$17,081.30
2026	\$17,935.36



Memorandum

Date: 6/3/2025 Meeting of: City Council		File No. AM No. 25-091 Type: Consent Item
TO: Members of the City Council FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):		
Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Lauren Alpert	Senior Planner
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:

Southeast Redmond Market Study Consultant Contract Approval

OVERVIEW STATEMENT:

Staff recommends approving a contract with Berk for the Southeast Redmond Market Study for \$74,968. This work was approved in the budget using one-time funds and supports an application for a countywide manufacturing and industrial center in Southeast Redmond.

The BERK team will take a holistic approach that integrates land use considerations, access, transportation, sustainability, infrastructure needs, economic development goals, and market demand drivers to develop an informed market study for the center.

The scope of work has been updated to include a review of Redmond's sustainability goals. Sustainability was added to the introduction and approach of the scope of work on page 1 and added into Task 2 for stakeholder engagement on page 2. Task 6 on page 4 of the scope of work has been updated to include trade-offs in the final strategy guide.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

□ Receive Information

Provide Direction

□ Approve

REQUEST RATIONALE:

Relevant Plans/Policies:
 Redmond 2050 establishes the intent to create a countywide Southeast Redmond Manufacturing and Industrial

Center (SE-MIC). As part of the application process with King County, Redmond is conducting a market study to strengthen the City's application.

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

OUTCOMES:

The outcome is a strong countywide center application and recommendations to the City for a strong SE Redmond economic center.

Deliverables of the study include:

- Engagement plan and support with materials as the plan is developed
- Existing conditions report that includes a description of key market drivers
- List of six industries for analysis
- Business opportunities analysis findings
- Data used in analysis in native form
- List of potential and shovel-ready sites for analysis (up to five) and analysis findings
- Strategy Guide

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):** The study is scheduled to have a kick-off in June and be completed by December 2025. Major deliverables will be completed in August, September, and October.
- Outreach Methods and Results: Berk and the City will develop and deliver a stakeholder engagement plan that aligns with the project needs and available resources. This will include outlining engagement objectives, project information needs, all virtual and in-person engagement activities, facilitation responsibilities, materials requirements, and the engagement timeline. External stakeholders will include existing businesses and property owners, businesses in Redmond and businesses seeking industrial property in the area, industrial property real estate professionals, and partners in economic development.
- Feedback Summary: N/A - project has not started.

BUDGET IMPACT:

Total Cost: \$74,968			
Approved in current biennial budget:	🛛 Yes	🗆 No	□ N/A

Date: 6/3/2025 Meeting of: City Council			File No. AM No. 25-091 Type: Consent Item
Budget Offer Number: 0000304 - Community/Economic Developme	nt		
Budget Priority: Vibrant and Connected			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	🗆 No	⊠ N/A
Funding source(s): General Fund			

Budget/Funding Constraints: N/A

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/20/2025	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The center application to King County is due October 1. The market study supports the application.

ANTICIPATED RESULT IF NOT APPROVED:

Delay in creation of the SE Redmond MIC.

ATTACHMENTS:

Attachment A: Consulting Services Agreement - SE Redmond Market Study with attachments

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

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

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. <u>Retention of Consultant - Scope of Work</u>. 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. <u>Completion of Work</u>. 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. <u>Payment</u>. 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. <u>Changes in Work</u>. 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. <u>Extra Work</u>.

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.

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6. <u>Ownership of Work Product</u>. 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. <u>Independent Contractor</u>. 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. <u>Indemnity</u>. 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. <u>Insurance</u>. 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;

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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. <u>Records</u>. 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. <u>Notices</u>. 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. <u>Project Administrator</u>. 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. <u>Disputes</u>. 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. <u>Termination</u>. 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. <u>Non-Discrimination</u>. 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. <u>Compliance and Governing Law</u>. 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.

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17. <u>Subcontracting or Assignment</u>. 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. <u>Non-Waiver</u>. 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. <u>Litigation</u>. 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 any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. <u>Taxes</u>. 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. <u>City Business License</u>. 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. <u>Entire Agreement</u>. 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.

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

CONSULTANT:

CITY OF REDMOND:

By:		
Title:		

Angela Birney, Mayor DATED:____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

City of Redmond Southeast Redmond Market Study

Scope of Work

The BERK team will take a holistic approach that integrates land use considerations, access, transportation, sustainability, infrastructure needs, economic development goals, and market demand drivers to develop an informed market study for the Southeast Redmond Manufacturing and Industrial Center (SE-MIC). This approach will include the following key tasks:

Task 1. Project Kick-off and Management

Project Launch Meeting. We will schedule a project kick-off with City staff to identify desired project outcomes, talk through our proposed approach, identify key milestones and expectations for the final deliverables, discuss data needs and other relevant project considerations, and define the logistics of how we will work together to ensure success. As part of the kick-off meeting, we will also discuss the city's vision and objectives for the SE-MIC and project engagement needs.

Ongoing Project Management. We will hold bi-weekly check-in meetings with the City Project Manager over the remainder of the project to ensure progress towards milestones according to the scope of work. These meetings will include reviewing interim drafts and analyses and proactively addressing any challenges that may arise.

Deliverables:

- Kickoff meeting (in person/hybrid)
- Project schedule
- Bi-weekly check-in meetings (online)
- Monthly invoicing

Task 2. Stakeholder Engagement

Engagement under this task will gather input from project stakeholders to inform analysis and research in Tasks 3 to 6 and supplement existing data and information. As an early deliverable in the process, we will work with City staff to develop and deliver a stakeholder engagement plan that aligns with project needs and available resources. This will include outlining engagement objectives, project information needs, all virtual and in-person engagement activities, facilitation responsibilities, materials requirements, and the engagement timeline.

As a starting point, in the bullets below we have proposed some external potential partners that are likely important to include (in addition to city staff from various departments such as the Economic Development Division, Environmental Sustainability Program and Public Works). We will further develop this preliminary list and determine appropriate outreach methods in collaboration with City staff. The outreach activities will be scaled within the budget available for this task.

Potential External Stakeholders

- Existing businesses and property owners in the SE-MIC to understand if their current SE-MIC facility is adequate for their operations; if they have any other facilities outside of the center; if they have growth or expansion plans; lease terms; their perspective on development opportunities in the area; and the pros and cons of the SE-MIC and their location within it.
- Businesses in Redmond (emphasizing those at risk of displacement) and businesses seeking industrial property in the area to understand preferences for locating, expanding or moving; desired site attributes and facility needs (type, size, purpose); and perspectives on development constraints.
- Industrial property real estate professionals such as real estate brokers who are actively engaged in leasing industrial space in Redmond and the Eastside to understand their perception and opinion of the SE-MIC; their experiences in showing, leasing and/or selling in the area and the city; perspectives on industrial space needs; and the general trends of the industrial and commercial regional markets.
- Partners in economic development, including local community-based organizations, utility providers (e.g. PSE), OneRedmond, and others to provide their perspective on the SE-MIC's strengths, challenges, and development opportunities; as well as market demand drivers for development.

Deliverables:

- Draft and final engagement plan summarizing the approach (including number of outreach activities, for example interviews/focus groups/meetings), timeline, and participants of all outreach activities
- Engagement support and materials consistent with the plan developed with City staff

Task 3. Existing Conditions and Market Drivers

Analysis under this task will seek to uncover expected future trends and market demands for industrial development in the area and the region to inform the assessment of the area's potential for growth. This analysis will be completed in time to be incorporated in the application for King County Countywide Industrial Center and help the city meet application requirements. BERK will provide an outline of the existing conditions report detailing the analytics to City staff for review and approval before proceeding with the analysis.

Analysis under this task will include the following:

Employment and business activity. We will summarize historic trends in total employment and employment by industry for the SE-MIC to understand how the area has grown and changed, what type of businesses are currently located in the area, and how this compares to the citywide and regional industry mix. We will also identify which industries are well-established in the city, how they performed in recent years, and how they are expected to perform in the future.

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- Industrial and flex real estate market conditions. BERK will identify industrial and flex (flexible properties that combines office and industrial space) real estate market trends in Redmond and several regional submarkets (e.g. Eastside, Seattle, Kent Valley, Northend), including building activity, net absorption, vacancy rates, lease rates, sale prices, and market outlook. This analysis will also consider other comparable and/or competing industrial parks and centers in the region.
- Property characteristics and development capacity. Our team will use city data, County Assessor parcel information, capital facilities planning and infrastructure data, and other relevant information to describe current zoning and land use, parcel sizes, ownership, determine development capacity, infrastructure capacity (including utilities, transportation and circulation), and identify environmental or other development limitations in the SE-MIC.

Data sources that will be used for analysis under this task include U.S. Census Longitudinal Employer-Household Dynamics (LEHD), Puget Sound Regional Council, ESRI Business Analyst, CoStar, County Assessor parcel data, and any available City of Redmond data and information (e.g. GIS Shapefile with study area boundary, business permit data, land use and zoning, any previous land capacity analysis, existing utilities etc.).

Deliverables:

- Existing conditions report outline
- Draft and final existing conditions report that includes a description of key market drivers

Task 4. Business Opportunities Analysis

BERK will conduct an analysis of up to six industries and clustering opportunities to assess their potential for locating or expanding in the SE-MIC. Selection of these industries will be informed by work conducted in Task 2 and Task 3 and through discussions with City staff. Industries may include the following: clean technology; space/satellite; higher education and research university; sports complexes; and light industrial space/makers manufacturing (e.g. coffee roaster, brewery/distillery/winery, small scale artisan manufacturing).

The business opportunities analysis will draw from Task 2 findings on industry and real estate market trends in the SE-MIC, the city and the region, relevant industry studies (such as the PSRC Commercial Space Sector Study), and other available public data sources (e.g. U.S. Census) as needed. We will identify for each selected industry challenges and opportunities related to factors that impact business location decisions such as availability of labor, land, and infrastructure; potential for cross-sector synergies; access to markets including proximity to supply and distribution hubs and proximity to customer base; Redmond's strategic assets and competitive advantage; and existing regulations, economic development initiatives, and financial incentives to support growth and expansion. Where relevant (for example, for sports complexes or higher education institutions), we will also look at market area demographics and competing facilities in the area.

Deliverables:

- List of up to six industries for analysis
- Draft business opportunities analysis findings (to be included as a chapter of the strategy guide)
- Data used in the analysis in native form (e.g. GIS shapefiles, Excel, CSV)

Task 5. Specific Site Analysis

BERK will identify up to five potential and shovel-ready sites for business development related to the industry opportunities studied in Task 4 through a spatial analysis that will focus on site specific opportunities and constraints, discussions with City staff and stakeholder input. We will develop a set of criteria for consideration which may include compatibility with existing zoning and allowed uses; site conditions and built space fit; infrastructure availability (transportation and circulation, water, sewer, stormwater); conflicts with other uses; and impact on environmentally sensitive areas.

Deliverables:

- List of potential and shovel-ready sites for analysis (up to five)
- Draft site analysis findings (to be included as a chapter of the strategy guide)

Task 6. Strategies to Achieve Industrial Growth Center Policy Objectives

With the insights and ideas gained through previous analysis and engagement, and in close collaboration with City staff, BERK will identify policies, programs, and other methods to attract the level and type of growth anticipated in the Comprehensive Plan. Each policy, program, or other method will have a description, a rationale for recommending it, and a qualitative assessment of benefits, trade-offs, and dependencies. We will also provide a qualitative assessment of implementation considerations, including needed partners, timeline, level of effort, relative cost, associated risks, expected outcomes, and potential barriers to implementation.

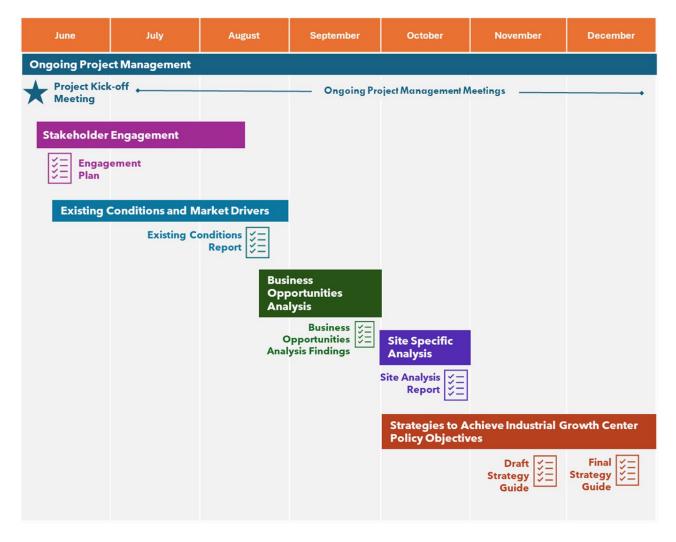
Deliverables:

Draft and final strategy guide (including findings from Task 4 and Task 5)

City of Redmond Southeast Redmond Market Study

Preliminary Schedule

A preliminary schedule is provided below which assumes an early June project start date and includes proposed dates for providing draft and final deliverables.





City of Redmond Southeast Redmond Market Study

Budget and Hours

Based on the scope of work outlined, our proposed budget for this project is \$74,968, including a 10% contingency. The anticipated level of effort for this project by person and task is shown in the table below.

Time may be transferred from one task to another due to a greater or lesser level of effort, provided that each task shall be completed, and the total budget shall not be exceeded. Prior to the use of the contingency, there shall be an agreement in writing on the use of the contingency for scope or level of effort not included in Tasks 1 through 6.

	Madalina Calen Project Manager	Taskina Tareen Site Analyst + Engagement Lead	Casey Price Lead Analyst	Project Support	Total Hours and Estimated Cost by Task
2025 Hourly Rate	\$195	\$190	\$105	\$105	by rusk
Task 1: Project Kick-off and Management					
Subtotal	16	4	2	2	24 \$4,300
Task 2: Stakeholder Engagement					
Subtotal	21	16	0	46	83 \$11,913
Task 3: Existing Conditions and Market Drivers					
Subtotal	44	23	72	8	147 \$21,350
Task 4: Business Opportunities Analysis					
Subtotal	24	16	8	8	56 \$9,400
Task 5: Specific Site Analysis					
Subtotal	8	13	24	0	45 \$6,550
Task 6: Strategies to Achieve Industrial Growth (Center Policy Object	ives			
Subtotal	40	36	0	0	76 \$14,640
Subtotal Consultant Cost Contingency Estimated Project Total	\$68,153 \$6,815 \$74,968				



Memorandum

Date: 6/3/2025 Meeting of: City Council		File No. AM No Type: Consent		
TO: Members of the City Council FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):				
Executive	Malisa Files		425-556-2166	
DEPARTMENT STAFF:				
Executive	Diedra Maher	425-556-2	2426	

<u>TITLE</u>:

Resolution: Welcoming Resolution 2SLGBTQIA+

a. Resolution No. 1605: A Resolution of the City Council of the City of Redmond, Washington, Affirming Redmond as a City that Welcomes Transgender, Nonbinary, and Gender-Diverse Communities, and Commits to Proactive Protections for the Civil Rights, Safety, and Well-Being of All 2SLGBTQIA+ Individuals

OVERVIEW STATEMENT:

Per Council Vice President's policy request, attached is a resolution that reaffirms the Council's commitment to being a Welcoming Community, specifically to the 2SLGBTQIA+ community and that the Council stands with them and reaffirms their commitment to opposing hate, discrimination, bias, and bigotry.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

□ Receive Information □

Provide Direction

Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: For Council to expand upon Welcoming Resolutions 1465, 1534, and 1521
- Required: N/A
- Council Request: As outlined in Council Policy Proposal 0015
- Other Key Facts: N/A

OUTCOMES:

Please refer to the attached resolution

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost: N/A

Approved in current biennial bud	lget:	🗆 Yes	🗆 No	🛛 N/A
Budget Offer Number: N/A				
Budget Priority : Vibrant and Connected				
Other budget impacts or addition <i>If yes, explain</i> : N/A	nal costs:	□ Yes	🗆 No	⊠ N/A
Funding source(s): N/A				
Budget/Funding Constraints: N/A				
Additional budget details	attached			
COUNCIL REVIEW:				

Previous Contact(s)

Date Meeting Requested Action

5/13/2025	Study Session	Provide Direction
5/27/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Welcoming Resolution Attachment B: Council Policy Proposal 0015 City of Redmond Resolution

RESOLUTION NO...

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AFFIRMING REDMOND AS A CITY THAT WELCOMES TRANSGENDER, NONBINARY, AND GENDER-DIVERSE COMMUNITIES, AND COMMITS TO PROACTIVE PROTECTIONS FOR THE CIVIL RIGHTS, SAFETY, AND WELL-BEING OF ALL 2SLGBTQIA+ INDIVIDUALS

WHEREAS, the City of Redmond does not tolerate hate or discriminatory acts; and

WHEREAS, Mayor and Council passed Resolution Nos. 1465, 1534, and 1531 affirming our commitment to oppose hate and discrimination, bias, and bigotry; and

WHEREAS, the City of Redmond affirms that all individuals deserve to live with dignity, authenticity, and safety, free from discrimination, violence, and systemic inequities; and

WHEREAS, the Redmond 2050 Comprehensive Plan commits to addressing equity and inclusion for 2SLGBTQIA+ individuals, which the plan defines as an acronym for a wide variety of sexual orientations and gender identities that includes but is not limited to two-spirit, lesbian, gay, bisexual, transgender, queer/questioning, intersex, and asexual.

WHEREAS, Washington State has established strong legal protections for 2SLGBTQIA+ individuals, including access to gender-affirming healthcare, anti-discrimination policies, and inclusive public accommodations, and Redmond is committed to upholding and expanding these protections; and

WHEREAS, nationwide attacks on the rights and lives of transgender, nonbinary, and genderdiverse individuals (such as restrictive healthcare bans, educational censorship, and policies that erase identity) pose an urgent and immediate harm to the safety and well-being of Redmond's resilient community members; and

WHEREAS, the City recognizes that systemic barriers continue to disproportionately affect 2SLGBTQIA+ individuals, particularly youth, people of color, elders, immigrants, and those experiencing housing insecurity, necessitating explicit municipal protections; and

WHEREAS, ensuring the protection of civil rights and access to gender-affirming healthcare, empowering education, accessible and welcoming public spaces, and community support is essential for the safety and thriving of 2SLGBTQIA+ residents, workers, and visitors; and

WHEREAS, the City of Redmond commits to proactive and visible support for the 2SLGBTQIA+ community through policy, advocacy, and investment in inclusive programs and services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City of Redmond declares to protect and preserve the rights of transgender, nonbinary, and gender-diverse individuals, affirming that every resident, worker and visitor has the right to live, express themselves authentically, access gender-affirming care, and exist without fear of discrimination, harassment, or harmful policies.

The City further affirms that all 2SLGBTQIA+ individuals:

- Have the right to seek, obtain, provide, or facilitate gender-affirming healthcare that is legal in Washington State;
- Have the right to express their identities freely through speech, dress, art, and performance, including drag and queer cultural expression;
- Have the right to define their own gender, family structure, and lived experiences;
- And should not be subjected to policies or legislation seeking to legally redefine gender in ways that erase trans and nonbinary people.

Section 2. The City of Redmond objects to any local, state, or federal efforts that seek to punish or criminalize trans and queer existence, restrict gender-affirming care, or limit the civil rights of 2SLGBTQIA+ individuals. The City of Redmond affirms that:

- City funds and resources, including time spent while on duty by City personnel, shall not be used to enforce policies that target, surveil, or penalize 2SLGBTQIA+ individuals for their gender identity, sexual orientation, or access to care;
- If federal or state laws imposing restrictions on gender-affirming care take effect, the City will explore possible avenues to protect those seeking care;
- And the City will advocate for stronger legal protections at all levels of government to safeguard gender diversity and queer identities.

Section 3. The City of Redmond affirms its intent that city-funded healthcare programs continue to offer legal and clinically appropriate gender-affirming care services. The City opposes any medical restrictions or governmental interference on the ability of individuals to make informed decisions about their own bodies and well-being.

Section 4. The City commits to not collecting or disseminating data based on an individual's sex assigned at birth unless legally required related to a criminal investigation of a violation of Washington State law or otherwise required by law. Self-identified gender markers will be respected in all city documents, correspondence, services, and programs.

Section 5. The City of Redmond recognizes that affirmation requires more than statements—it requires action. To ensure meaningful and sustained support the city will:

- Actively celebrate and uplift 2SLGBTQIA+ voices through public events, education, art, and partnerships with local organizations throughout the year,
- Raise the pride flag each June;
- Normalize pronoun usage in public communications and city spaces;

- Oppose efforts to erase 2SLGBTQIA+ representation in education, history, and public life.
- Actively advocate for county and state policies in line with this resolution.

Section 6. The City commits to investing in non-policing safety measures, such as mental health services, peer-led crisis response, and housing initiatives that include the lived experiences of 2SLGBTQIA+ individuals in their development and implementation. The City recognizes that community members from all backgrounds, including 2SLGBTQIA+ individuals may have varying levels of trust in the criminal legal system and policing. As part of the City, the Redmond Police Department continues to invest in building authentic relationships with 2SLGBTQIA+ community members and organizations and will continue to offer trainings on supporting 2SLGBTQIA+ community safety.

Section 7. Redmond affirms the right of all youth to access safe and affirming educational spaces. The City opposes policies that would forcibly disclose a student's gender identity at birth, restrict inclusive curricula, or ban students from participating fully in school and community activities. The City will work to support youth of all backgrounds through direct engagement, advocacy, and resource accessibility.

Section 8. The City will host regular town halls focused on 2SLGBTQIA+ issues, adapt policies to evolving federal and state landscapes, and provide transparent reports on equity initiatives and outcomes.

Section 9. The City of Redmond will publicly promote 2SLGBTQIA+ events, educational programs, and cultural celebrations year-round. The City will work closely with queer community leaders to ensure that policies, programs, and funding opportunities align with lived realities.

Section 10. The City acknowledges that many 2SLGBTQIA+ residents in East King County experience a lack of accessible queer-affirming spaces, safe or affordable housing, and equitable transportation. The City of Redmond will advocate for policies and resources that ensure sustainable, locally led and community-driven support for its 2SLGBTQIA+ residents.

PASSED this ______ day of ______, 2025.



Council Policy Proposal

Form Instructions:

Please save as a copy and return this form to Diedra Maher at <u>dmaher@redmond.gov</u> by Monday at 5 p.m., **two weeks prior** to the requested meeting date. Council Leadership will be alerted that there is an item to schedule for consideration at a future Council Talk Time. This form and any attached documentation will be provided to the City Clerk for addition to the agenda for all Councilmembers and the public to review.

Title: Welcoming Resolution 2SLGBTQIA+

Tracking Number	<u>0015</u>	Requester Name	Jessica Forsythe
Submission Date	<u>4/8/2025</u>	Requested Meeting Date	<u>5/13/2025</u>

Sponsoring Councilmember's Proposed Follow-up Action		
Staff Review – Study Session	□ Legal Review	
Committee of the Whole	□ Union Review	
□ Subcommittee	Other Enter proposed next action.	

Problem Statement

A clear and concise description of the issue(s) that need(s) to be addressed.

In response to the actions taken at the Federal level, this Resolution reaffirms our commitment to being a Welcoming City.

Proposal

What is being proposed to assist in addressing the issue described in the problem statement?

The attached Resolution of support is being proposed for consideration at a future Study Session

Relationship to City Business or Proposed City Business and/or Services

Describe how this will enhance what is already offered and/or what it will provide that is not currently available. Why is this the City's issue to address? How will this create a more adaptive and resilient organization?

To expand upon our Welcoming Resolutions 1465, 1534, and 1521, this Resolution reaffirms our commitment to being a Welcoming Community, specifically to our 2SLGBTQIA+ community and that we stand with them and reaffirm our commitment to opposing hate, discrimination, bias, and bigotry.

Connection to Strategic Plan and/or Budget Priorities

Choose all that apply or enter the plan name.

Respect, Equity, Diversity, and Inclusion	Healthy and Sustainable
Environmental Sustainability	⊠ Safe and Resilient
Housing Choices	Vibrant and Connected

□ Infrastructure	Strategic and Responsive	
☑ Public Safety	Capital Investment Program	
Other Click or tap here to enter text.	Other Click or tap here to enter text.	
Timing & Supporting Documentation		
Is this issue time-sensitive? Are there other timing factors to consider?		
I would like to have this resolution pass in May or June at the latest		
Are there documents that support your request or that should be considered?		
Supporting Draft Resolution attached.		
Councilmember Sponsors (Co-sponsors not required)		
There cannot be a quorum for any proposal until discussed at an open public meeting.		
	<u>Angie Nuevacamina</u> Co-Sponsoring Councilmember (1)	

Jessica Forsythe

Sponsoring Councilmember

Vanessa Kritzer Co-Sponsoring Councilmember (2)

When you submit/email this form to Staff also CC listed co-sponsors for affirmation of their support.

Post Action (to be completed by Legislative Coordinator)		
Committee of the Whole Click or tap to enter a date.	Legal Review <u>Click or tap to enter a date.</u>	
Staff Review Click or tap to enter a date.	Business Meeting Click or tap to enter a date.	
Study Session Click or tap to enter a date.	Added to Priorities Ranking List	
Subcommittee Established Click or tap to enter a date	□ No Action Click or tap here to reason.	

Completion Summary (to be completed by Legislative Coordinator)

Action Completed <u>Click or tap to enter a date.</u>

Enter the action summary here.



Memorandum

Date: 6/3/2025	File No. AM No. 25-093
Meeting of: City Council	Type: Consent Item
	Type. Consent term

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425.556.2427
Public Works	Aaron Bert	425.556.2786

DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Manager
Public Works	Amy Kim	Project Manager

TITLE:

Acceptance of the Department of Energy, Energy Efficiency and Conservation Block Grant Formula Funds, in the Amount of \$143,150 for Energy Efficiency Upgrades at the Public Safety Building.

OVERVIEW STATEMENT:

The City of Redmond received \$143,150 in formula funds in 2024 from the Department of Energy's Energy Efficiency and Conservation Block Grant Program. The formula funds have been allocated to the Public Safety Building energy efficiency upgrades project to support compliance with the Clean Buildings Performance Standard. No funds have been expended, and project construction is anticipated to begin later this year. While all grant award documents have been completed, Council approval was not received due to a clerical error. Therefore, this agenda item secures Council approval for the EECBG grant award.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- Relevant Plans/Policies: Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Emergency Declaration, Redmond 2050
- **Required:** The City Council must approve grant acceptance.
- Council Request:

N/A

• Other Key Facts:

Grant funds must be expended by April 2026, with the opportunity to extend.

OUTCOMES:

Work completed under this grant will support compliance with Washington's Clean Buildings Performance Standard, reduce operating costs, and reduce energy waste. Additionally, the work will implement ESAP Initiative B2 (*Advance Green Building within City Facilities*).

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Grant funds will allow the City to complete additional energy efficiency enhancements at the PSB.

Approved in current biennial budget:	🛛 Yes	🗆 No	□ N/A
Budget Offer Number: CIP Project ID 2336-319			
Budget Priority : Capital Improvement Strategy			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	□ No	⊠ N/A
Funding source(s): Grant funds			
Budget/Funding Constraints: N/A			
Additional budget details attached			

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/27/2025	Committee of the Whole - Parks and Environmental	Provide Direction
	Sustainability	

Proposed Upcoming Contact(s)

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

Time Constraints:

The PSB upgrades need to be complete in 2026 to support compliance with the Clean Buildings Performance Standard.

ANTICIPATED RESULT IF NOT APPROVED:

The City will not accept grant funding if Council does not approve the grant.

ATTACHMENTS:

Attachment A: EECBG Legal Requirements

ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT (ALRD)



U.S. Department of Energy Office of the Under Secretary for Infrastructure Golden Field Office

Energy Efficiency and Conservation Block Grant (EECBG) Program

Infrastructure Investment and Jobs Act (IIJA) of 2021

Energy Efficiency and Conservation Block Grant (EECBG) Program Formula Awards

(EECBG Program Formula) - IIJA ALRD

CFDA Number: 81.128, Energy Efficiency and Conservation Block Grant Program

PURPOSE

The purpose of this Administrative and Legal Requirements Document (ALRD) is to provide guidance to States, Local Governments, and Indian tribes for preparation of EECBG Program Formula Grant applications submitted in response to Section 40552 of the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL).

Issue Date: January 18, 2023

Application Due Dates:

- All Applicants: Pre-Award Information Sheet due by April 28, 2023, 8:00 PM Eastern Time ET
- For State and Territory Applicants Only: Application due by July 31, 2023, at 8:00 PM ET
- Local and Tribal Government Applicants Only: Application due by January 31, 2024, at 8:00 PM ET

DOE will accept applications using four application periods. Applications meeting DOE priority criteria (see application instructions section 6.2 for more information) may apply in application Periods 1 and 2. All other applicants may apply in Periods 3 and 4:

Application Period	Application Submittal Timeframe	Applications Accepted
1	January 18, 2023 – April 28, 2023	State, Local and Tribal applications in one
2	June 1, 2023 – July 31, 2023	or more priority categories
3	Sept 1, 2023 – Oct 31, 2023	All Other Local and Tribal applications
4	December 1, 2023 – Jan 31, 2024	

Note: Due to the volume of applications, DOE may not review your application immediately upon submittal. Once a complete application is received and reviewed by DOE, it typically takes up to 60 days to process an EECBG Program formula grant. Applications are not necessarily considered complete upon submission. For additional information on application requirements, see Section 6.0 of the application instructions.

REGISTRATION/SUBMISSION REQUIREMENTS

Registration Requirements (GRANT APPLICANTS ONLY): Allow at least 21 days to complete.

If you have not already registered, there are several one-time actions grant applicants must complete:

 Register with the System for Award Management (SAM) at <u>https://www.sam.gov</u>. Designating an Electronic Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in SAM registration. Please update your SAM registration annually. Upon registration, SAM will automatically assign a Unique Entity ID (UEI).

Unique Entity ID and System for Award Management (SAM) — Each applicant (unless the applicant is excepted from those requirements under 2 CFR 25.110) is required to: (1) be registered in the SAM at <u>https://www.sam.gov</u> before submitting its application, (2) provide a valid UEI number in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. DOE may not make a federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time DOE is ready to make a federal award, the DOE will determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

NOTE: Due to the high demand of UEI requests and SAM registrations, entity legal business name and address validations are taking longer than expected to process. Entities should start the UEI and SAM registration process as soon as possible. If entities have technical difficulties with the UEI validation or SAM registration process, they should utilize the HELP feature on SAM.gov. SAM.gov will work on entity service tickets in the order in which they are received and asks that entities not create multiple service tickets for the same request or technical issue. Additional entity validation resources can be found here: <u>GSAFSD Tier 0 Knowledge Base - Validating your Entity</u>.

- Register in FedConnect to receive and acknowledge your award at <u>https://www.fedconnect.net/</u>. See the Quick Start Guide at <u>https://www.fedconnect.net/FedConnect/Marketing/Documents/FedConnect_Ready_Set_Go.pdf</u> For additional questions, email <u>support@fedconnect.net</u> or call 1-800-899-6665.
- Have a login for the Performance and Accountability for Grants in Energy (PAGE) System at <u>https://www.page.energy.gov/default.aspx</u> in order to submit your application. For questions regarding PAGE, refer to the Help Menu in PAGE or contact the PAGE hotline at <u>PAGE-Hotline@ee.doe.gov</u> or 1-866-492-4546.

Electronic Signatures: Acknowledgement of award documents by the Grantee's authorized representative through electronic systems used by the Department of Energy, including FedConnect, constitutes the Grantee's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Grantee's authorized representative constitutes the Grantee's electronic signature.

IMPORTANT: The electronically signed Assistance Agreement with attached award documents distributed via FedConnect is the formal authorization and approval from the Contracting Officer. <u>Grantees may not rely on PAGE as the formal authorization and approval.</u> Award documents in the initial award and any modifications to the award must be reviewed and acknowledged by the Grantee in FedConnect.

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PART I AUTHORITY

The EECBG Program is authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended,¹ and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, <u>2 CFR Part 200</u> as amended by <u>2 CFR Part 910</u> and Section 40552 of the <u>Infrastructure Investment and</u> Jobs Act (IIJA) (PL 117-58).

PART II AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT

DOE will award grants or vouchers.

Entities eligible for formula EECBG Program allocations, including state, local, and Tribal governments can apply to DOE for an EECBG Program award. States are eligible to apply for a grant. Local and Tribal governments can apply for either a grant or a voucher. Vouchers may be used for technical assistance and/or equipment rebates. Local governments and Tribal entities must **choose either a grant or voucher and must allocate 100% of their EECBG Program funding to either a voucher or a grant**. States are not eligible to apply for a voucher. Local and Tribal governments are encouraged to indicate whether they are choosing a grant or a voucher as soon as possible, but no later April 28, 2023, by submitting the Pre-Award Information Sheet. See "EECBG Program Application Instructions" for additional details.

B. ESTIMATED FUNDING

Entities shall administer DOE funds received under the EECBG Program in accordance with Federal rules and regulations as well as applicable state, local or Tribal policies and procedures. The Grantee is to manage Federal Funds in a prudent, effective, and efficient manner to accomplish program objectives.

The Infrastructure Investment and Jobs Act, Section 40552 provides \$550 million for EECBG Program for fiscal year 2022, to remain available until expended. DOE will distribute \$440 million in formula and competitive EECBG Program funding to eligible units of local government, states, and Indian tribes. Of the amount appropriated by IIJA, DOE will allocate funds as prescribed in section 543 of EISA:

- 34% to eligible units of local government-alternative 1 through formula grants;
- 34% to eligible units of local government-alternative 2 through formula grants;
- 28% to states through formula grants;
- 2% to Indian tribes through formula grants; and
- 2% for competitive grants to ineligible local governments and Indian tribes.²

IIJA allocations for EECBG Program direct formula awards from the DOE, as adjusted, are based on the following funding amounts:

- \$299,200,000 for formula awards to eligible units of local government
 - o \$149,600,000 to eligible units of local government-alternative 1
 - o \$149,600,000 to eligible units of local government-alternative 2
- \$123,200,000 for formula awards to states

¹42 U.S.C. 17151 et seq.

² 42 U.S.C. 17153(a).

- Each state (except for those noted as exempt in Section 6.3.E of the application instructions) is required to pass not less than 60% of its allocation through to cities and counties within the state that are ineligible for direct formula grants from DOE.
- \$8,800,000 for formula awards to eligible Indian tribes

DOE also intends to allocate \$8.8 million for competitive grants available to units of local government (including Indian tribes) and consortia of units of local government that are not eligible to receive direct formula grants from DOE. Availability of competitive grants will be announced through a separate future Funding Opportunity Announcement (FOA).

Prior to distributing funding to eligible entities, DOE intends to utilize \$110 million to ensure delivery of an effective and efficient EECBG Program and to provide technical assistance to eligible entities throughout the lifetime of the EECBG Program.

Funding Amount: Funding allocations to states, local governments, and Indian tribes are included as attachments to this document.

C. PERIOD OF PERFORMANCE

Grants will consist of a **3-year** Project and Budget Period for States, and a **2-year** Project and Budget Period for Local Governments and Indian tribes. Vouchers to Local Governments and Indian tribes will be for a **2-year** Project and Budget Period. Recipients may request a no-cost time extension (or a modification to shorten the period of performance) of their grant or voucher.

PART III ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS

In accordance with Section 543 of EISA, eligible entities for EECBG Program formula allocations include States (including U.S. Territories, and the District of Columbia, hereinafter referred to as "states"), local governments, and Indian tribes.³ Eligibility for this award is restricted to eligible states, local governments and Indian tribes applying for formula grant financial assistance under the EECBG Program. No other entity types may be considered for this funding.

B. COST MATCHING

Cost match is not required for these awards.

PART IV APPLICATION AND SUBMISSION INFORMATION

A. CONTENT AND FORM OF APPLICATION: GRANTS

The application must be submitted via the PAGE online system at <u>https://www.page.energy.gov/default.aspx</u>. DOE reserves the right to request additional or clarifying information for any reason deemed necessary. Applications will be reviewed for consistency with the EECBG Program objectives.

³ 42 U.S.C. 17153(a).

The EECBG Program Grant Application consists of:

- Standard Form 424 (Application form)
- Standard Form 424A (Budget summary)
- Budget Justification
- Energy Efficiency and Conservation Strategy
- EECBG Program Activity File
- Required certifications
- Electronic copy (or web link) to the applicant's latest single or program-specific audit as required by 2 CFR 200 Subpart F
- An environmental questionnaire (if applicable)
- Pre-Award Information Sheet

Please see Section 6.3 in the Application Instructions for more detail.

Note: applicants choosing a Voucher do not need to submit a grant application at this time. Additional Guidance on the Voucher application process will be forthcoming from DOE and made available on the following website, <u>https://www.energy.gov/clean-energy-infrastructure/energy-efficiency-and-conservation-block-grant-program</u>.

PART V AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICES

An Assistance Agreement issued by the Contracting Officer is the authorizing award document. The Assistance Agreement normally includes, either as an attachment or by reference: (1) Special Terms and Conditions; (2) Application as approved by DOE; (3) DOE Financial Assistance regulations at <u>2 CFR</u> Part 200 as amended by <u>2 CFR Part 910</u>; (4) National Policy Assurances To Be Incorporated As Award Terms; (5) Budget Summary; (6) Intellectual Property Provisions; (7) Federal Assistance Reporting Checklist, which identifies the Reporting Requirements; and (8) National Environmental Policy Act (NEPA) Determination. These documents are sent to the Recipient via <u>FedConnect</u>.

B. FUNDING RESTRICTIONS

All expenditures must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles. Refer to the following Federal cost principles for more information: <u>2 CFR Part 200</u> as amended by <u>2 CFR Part 910</u>.

Under <u>2 CFR Part 200</u> as amended by <u>2 CFR Part 910</u> regulations, the cost principles are contained in Subpart E–Cost Principles within <u>2 CFR Part 200</u>.

C. **REPORTING**

Reporting requirements are identified on the Federal Assistance Reporting Checklist (FARC), attached to the award agreement.

Awards initiated since 10/1/2010 are subject to the requirement of Reporting Subawards and Executive Compensation to comply with the Federal Funding and Transparency Act of 2006 (FFATA). Additional information about this requirement can be found in the Special Terms and Conditions of the recipient's award, at <u>https://www.fsrs.gov</u>, and in <u>2 CFR Part 170</u>.

Additional information regarding reporting will be available from the EECBG Program website, at: <u>https://www.energy.gov/clean-energy-infrastructure/energy-efficiency-and-conservation-block-grant-program</u>.

D. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

1. Administrative Requirements

- The administrative requirements for DOE grants and cooperative agreements are contained in:
 - <u>2 CFR Part 200</u> as amended by <u>2 CFR Part 910</u> and <u>10 CFR Part 420</u>
 - <u>2 CFR Part 25</u> Universal Identifier and Central Contractor Registration
 - <u>2 CFR Part 170</u> Reporting Subaward and Executive Compensation

The Electronic Code of Federal Regulations is found at <u>www.ecfr.gov</u>.

2. National Policy Requirements

The National Policy Assurances to be incorporated as Award Terms are located at <u>http://www.nsf.gov/awards/managing/rtc.jsp</u>.

Intellectual Property Provisions. The standard DOE financial assistance intellectual property provisions applicable to the various types of recipients are located at http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards

3. Environmental Review in Accordance with National Environmental Policy Act (NEPA)

The Office of the Under Secretary for Infrastructure's decision whether and how to distribute Federal funds is subject to the National Environmental Policy Act (42 U.S.C. 4321, et seq.). NEPA requires Federal agencies to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions.

For further information on NEPA requirements, see section 6.3.G in the Application Instructions.

4. Build America, Buy America Requirements

Federally assisted projects which involve infrastructure work, undertaken by applicable recipient types, require that:

- All iron, steel, and manufactured products used in the infrastructure work are produced in the United States; and
- All construction materials used in the infrastructure work are manufactured in the United States.

Whether a given project must apply this requirement is project-specific and dependent on several factors, such as the recipient's entity type, whether the work involves "infrastructure," as that term is defined in Section 70914 of the BIL, and whether the infrastructure in question is publicly owned or serves a public function.

Applicants are strongly encouraged to consult the Build America, Buy America Guidance and Resources⁴ to determine whether their project may have to apply this requirement, both to make an early determination as to the need of a waiver, as well as to determine what impact, if any, this requirement may have on the proposed project's budget.

⁴ See: <u>https://www.madeinamerica.gov</u> and <u>https://www.whitehouse.gov/omb/management/made-in-america/build-america-buy-america-act-federal-financial-assistance/</u>

5. Definitions

a. For purposes of the Buy America requirements, the following definitions apply:

- *Construction materials* includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives —that is or consists primarily of:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - lumber; or
 - drywall.
- *Infrastructure* includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

In addition to the above, the infrastructure in question must be publicly owned or must serve a public function; privately owned infrastructure that is solely utilized for private use is not considered "infrastructure" for purposes of Buy America applicability. The Agency, not the applicant, will have the final say as to whether a given project includes infrastructure, as defined herein. Accordingly, in cases where the "public" nature of the infrastructure is unclear, DOE strongly recommends that applicants complete their full application with the assumption that Buy America requirements will apply to the proposed project.

• *Project* means the construction, alteration, maintenance, or repair of infrastructure in the United States.

b. Buy America Requirements for Infrastructure Projects ("Buy America" Requirements)

In accordance with Section 70914 of the BIL, none of the project funds (includes federal share and recipient cost share) may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials⁵ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America requirements only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor do Buy America requirements apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

These requirements must flow down to all sub-awards, all contracts, subcontracts, and purchase orders for work performed under the proposed project. For additional information related to the application and implementation of these Buy America requirements, please see OMB Memorandum M-22-11, issued April 18, 2022: <u>https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf</u>.

c. DOE Submission Requirements for Full Application

Within the activity file, applicants must provide a short statement on whether the project will involve the construction, alteration, and/or repair of infrastructure in the United States. The ultimate determination about whether a project includes infrastructure remains with DOE. However, the applicant's statement will assist project planning and integration of domestic preference requirements, which may impact the project's proposed budget.

Waivers⁶

In limited circumstances, DOE may waive the application of the Buy America requirements where DOE determines that:

- (1) applying the Buy America requirements would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

If an applicant is seeking a waiver of the Buy America requirements, it must include a written waiver request with the Full Application. A waiver request must include:

- A detailed justification for the use of "non-domestic" iron, steel, manufactured products, or construction materials to include an explanation as to how the non-domestic item(s) is essential to the project
- A certification that the applicant or recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers
- Applicant /Recipient name and Unique Entity Identifier (UEI)
- Total estimated project cost, DOE and cost-share amounts

⁵ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

⁶ As of the date this guidance was written, OMB guidance on waivers and the waiver process is still relatively sparse. As more information is provided to the Agencies, this guidance will be updated.

- Project description and location (to the extent known)
- List and description of iron or steel item(s), manufactured goods, and construction material(s) the applicant or recipient seeks to waive from Domestic Content Procurement Preference requirement, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- Waiver justification including due diligence performed (e.g., market research, industry outreach) by the applicant or recipient
- Anticipated impact if no waiver is issued DOE may require additional information before considering the waiver request.

DOE may require additional information before considering the waiver request. See <u>DOE Buy America</u> <u>Requirement Waiver Requests | Department of Energy</u>

Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <u>https://www.madeinamerica.gov/waivers/</u>.

5. Davis Bacon Prevailing Wage Requirements

Projects awarded under this ALRD will be funded under Division D of the BIL. Accordingly, per section 41101 of that law, all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work funded in whole or in part under this ALRD shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

By accepting an award as a result of this ALRD, the Applicant is acknowledging the DBA requirements above, and confirming that the laborers and mechanics performing construction, alteration, or repair work on projects funded in whole or in part by awards made as a result of this ALRD are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). Applicants acknowledge that they will comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) Ensuring that if wage determination(s) and appropriate Davis-Bacon clauses and requirements are improperly omitted from contracts and subrecipient awards, the applicable wage determination(s) and clauses are retroactively incorporated to the start of performance.

(3) Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(4) Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(5) Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(6) Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(7) Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(8) Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(9) Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(10) Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

Recipients of funding under this ALRD will also be required to undergo DBA compliance training and to maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE sponsored DBA compliance trainings. The U.S. Department of Labor ("DOL") offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

For additional guidance on how to comply with the DBA provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

PART VI OTHER INFORMATION

A. INTERGOVERNMENTAL REVIEW

Program Subject to Executive Order 12372

This program is subject to Executive Order 12372 (Intergovernmental Review of Federal Programs) and the regulations at 10 CFR Part 1005.

One of the objectives of the Executive Order is to foster an intergovernmental partnership and a strengthened federalism. The Executive Order relies on processes developed by state and local governments for coordination and review of proposed Federal financial assistance.

Applicants should contact the appropriate State Single Point of Contact (SPOC) to find out about, and to comply with, the state's process under <u>Executive Order 12372</u>. The names and addresses of the SPOCs are listed on the Web site of the Office of Management and Budget at Intergovernmental Review (SPOC List) (whitehouse.gov) <u>Intergovernmental Review (SPOC List) (whitehouse.gov)</u>.

B. GOVERNMENT RIGHT TO REJECT OR NEGOTIATE

DOE reserves the right, without qualification, to reject any or all applications received in response to this ALRD and to select any application, in whole or in part, as a basis for negotiation and/or award.

C. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can make awards or commit the Government to the expenditure of public funds. A commitment by other than the Contracting Officer, either explicit or implied, is invalid.

D. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

E. EXPENDITURE RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to support or oppose union organizing.

F. MODIFICATIONS

Modifications to this ALRD will be processed and disseminated in the same manner as other EECBG Program Notices.

G. PROPRIETARY APPLICATION INFORMATION

DOE will use data and other information contained in applications strictly for evaluation purposes. Applicants should not include confidential, proprietary, or privileged information in their applications unless such information is necessary to convey an understanding of the proposed project.

Applications containing confidential, proprietary, or privileged information must be marked as described below. Failure to comply with these marking requirements may result in the disclosure of the unmarked information under the Freedom of Information Act or otherwise. The U.S. Government is not liable for the disclosure or use of unmarked information and may use or disclose such information for any purpose.

The cover sheet of the application must be marked as follows and identify the specific pages containing confidential, proprietary, or privileged information:

Please be aware that all information provided to DOE (including confidential proprietary or confidential commercial information) is subject to public release under the Freedom of Information Act (FOIA). (5 U.S.C. § 552(a) (3) (A) (2006), amended by OPEN Government Act of 2007, Pub. L. No. 110175, 121 Stat. 2524). When a FOIA request covers information submitted to DOE by an applicant, and the cognizant DOE FOIA Officer cannot make an independent determination regarding the public releasability of this information, the cognizant DOE FOIA Officer will contact the submitter and ask for comment regarding the redaction of information under one or more of the nine FOIA exemptions. However, the cognizant DOE FOIA Officer will make the final decision regarding FOIA redactions. Submitters are given a minimum of 7 days to provide redaction comments and if DOE disagrees with the submitter's comment, DOE will notify the submitter of the intended public release no less than seven (7) days prior to the public disclosure of the information in question." (<u>10 CFR Part 1004.11</u>).

H. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

In responding to this ALRD, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the application documents. PII is defined by the Office of Management and Budget (OMB) and DOE as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII: PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII: PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that Applicants must not include in their application.

- Social Security Numbers in any form
- Place of birth associated with an individual
- Date of birth associated with an individual
- Mother's maiden name associated with an individual
- Biometric record associated with an individual
- Fingerprint
- Iris scan
- DNA
- Medical history information associated with an individual
- Medical conditions, including history of disease
- Metric information, e.g., weight, height, blood pressure
- Criminal history associated with an individual
- Employment history and other employment information associated with an individual
- Ratings
- Disciplinary actions
- Performance elements and standards (or work expectations) are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual's performance appraisal
- Financial information associated with an individual
- Credit card numbers
- Bank account numbers
- Security clearance history or related information (not including actual clearances held)

PART VII REFERENCE MATERIAL

- **IIJA EECBG Program Formula Allocations**
- **IIJA EECBG Program Application Instructions**
- **IIJA EECBG Program Formula Pre-Award Information Sheet**

IIJA EECBG Program Energy Efficiency and Conservation Strategy Templates



BID RESPONSE

Responding To:

Bid/Project Number: RFP 10854-24

Bid/Project Title: Wellness Coordinator Peer Support Program Administrator

Closing Date: 1/9/2025 at 2:00PM PST

Submitted By:

Name of Company Submitting Response: LEPS-PSS, PLLC DBA Public Safety Psychological Services

Printed Name of Person Submitting Response: Cerise M Vablais

Email: help@psspc.net

Signature of Person Submitting Response:

Date: 1/9/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal



Attach all pages of your response here



20818 44th Ave W. Suite 150, Lynnwood, WA 98036 Fax (425) 527-0466 help@psspc.net

PROPOSAL TO PROVIDE

WELLNESS COORDINATOR & PEER SUPPORT ADMINISTRATOR

RFP No: 10854-24

Submitted by LEPS-PSS, PLLC DBA Public Safety Psychological Services

> Proposal Submission Date: January 8, 2025

This proposal is valid for 280 days from the original submission date.



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January 8th, 2025

To whom it may concern:

This proposal is being submitted by LEPS-PSS, PLLC (DBA Public Safety Psychological Services [PSPS], a Washington Professional Limited Liability Corporation) in response to RFP 10854-24 provide Wellness Coordination and Peer Support Coordination to the city of Redmond.

Our office is located at:

20818 44th Ave W Suite 150 Lynnwood, WA 98036

Cerise M. Vablais, MBA, Ph.D., ABPP is our managing partner. She may be reached via email at cvablais@psspc.net.

LEPS-PSS, PLLC (DBA Public Safety Psychological Services) understands and agrees to the terms and conditions as stated in the solicitation.

Ceine for Value.

Cerise M. Vablais, MBA, Ph.D., ABPP Board Certified in Police and Public Safety Psychology PSPS, Owner

Ryan Roberts, J.D., Ph.D. PSPS, Owner

W. K

Michael D. Roberts, Ph.D., ABPP Board Certified in Clinical Psychology Board Certified in Police and Public Safety Psychology PSPS, Owner



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Introduction

Dr. Ryan Roberts and Dr. Michael Roberts, owners of Law Enforcement Psychological Services (incorporated in California, 1978), formed LEPS-PSS, PLLC dba Public Safety Psychological Services (PSPS) with Dr. Cerise Vablais (incorporated in Washington state, 2018) in recognition of her experience and expertise and to expand our services to public safety agencies across the country, including an Officer Wellness program, Critical Incident Debriefing, and Fitness for Duty Evaluations. A detailed description of our business structure is found below.

Understanding of the Requirements

PSPS understands the City of Redmond's requirements and scope of work as described in the RFP and is prepared to provide wellness and peer support coordination as requested. We are eager and capable of managing a project as described in the RFP, and we have adopted strategies and tools to ensure the required services are provided by our firm in a timely and professional manner.

Treatment of the Issues:

We are able to perform all tasks as described in the RFP. We develop training materials in conjunction with departments after assessing their needs. General information is provided to all officers during wellness visits that provide psycho-educational support in the areas of physical, emotional, and existential/spiritual wellness.

Statement of Qualifications:

PSPS is well qualified to provide the requested services. Our principal, Dr. Vablais, has worked with first responders in varying capacities since 2007. Drs. Michael Slack and Dr. Diana Johnson both have over 10 years of experiencing directly supporting the wellness needs of first responders. All three are fully licensed as psychologists. In addition to our direct services, Drs. Slack, Roberts and Vablais have provided trainings to law enforcement agencies on the topic of standing up wellness programs, most recently at the International Association of Chiefs of Police Midsize Agencies Conference in March 2024.

Offeror Experience, Qualifications, and Financial Stability

LEPS-PSS, PLLC (DBA Public Safety Psychological Services ["PSPS"]): In 2018, Dr. Ryan Roberts and Dr. Michael Roberts formed LEPS-PSS, PLLC dba Public Safety Psychological Services (PSPS) with Dr. Cerise Vablais in recognition of her experience and expertise and to expand our services to public safety agencies across the country, including an Officer Wellness program, Critical Incident Debriefs, and Fitness for Duty Evaluations. Although PSPS represents the same core psychological team as LEPS and PSS, we have agreed to jointly partner in our efforts to expand our practice.



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Qualifications and Organizational Structure

LEPS is a psychological corporation owned by Drs. Mike and Ryan Roberts. It was incorporated in California in 1978 but had been functioning as a sole proprietorship since 1971. Our organization includes Board Certified Police and Public Safety Psychologists as well as doctorate-level licensed psychologists who have specialized education and training in providing a variety of services to the law enforcement and the public safety community. Our primary practice area is in the entry-level psychological assessment of applicants to public safety positions such as police officer, deputy sheriff, trooper, probation officer, corrections officer, communications dispatcher, and firefighter. In addition, several members of our staff have developed expertise in the areas of forensic fitness-for-duty evaluations (FFDEs); special unit selection (SWAT, narcotics, etc.); weapon carrying positions (probation, arson investigator), and promotional suitability. Finally, we have considerable experience in providing psychotherapy, debriefing services to officers involved in traumatic incidents, training for officers in areas such as field training programs, and executive development.

LEPS currently provides psychological screening services to more than 70 agencies nationwide. A number of the agencies to whom LEPS currently provide services (including the New York State Department of Correctional Services, Washington D.C. Department of Corrections, San Francisco Police Department, San Jose Police Department, Chicago Police Department, New York State Police, Alaska State Troopers and the Washington DC Metro Police Department) have applicant flow and administrative requirements that are similar to those of the proposed contract.

PSS is a professional corporation established in 2002 by James Tracy, Ph.D. Prior to that time, Dr. Tracy had been providing pre-employment psychological screening services to police and other public safety agencies in the State of Washington for over 30 years. PSS is now owned by Drs. Mike and Ryan Roberts, with Dr. Cerise Vablais, ABPP serving as a Managing Partner.

PSPS represents the expansion of a team of nearly two dozen licensed clinical psychologists across the country, supported by a dozen full and part-time administrative staff. Our team has addressed the requested scope of services for over four decades.

PSPS has extensive experience providing officer wellness, pre-employment and fitness-for-duty evaluations to public safety agencies in Washington, Oregon, Alaska, Idaho, Virginia, and the District of Columbia. Some of our agencies, such as Seattle Fire Department, Capital City Fire (Juneau, Alaska), Arlington County Sheriff's Office, Arlington County Fire Department and Eugene Department of Public Safety (Eugene, Oregon) have received contracted services from our management team for five or more years. Washington D.C. Police & Fire Clinic has been a client for over 25 years.

Outline your proposed approach and cost to developing a wellness and peer support program for RPD, including specific methodologies for ensuring cultural competence and trauma-informed practices.

This proposal is valid for 280 days from the submission date.

Upon award of the contract, we propose a series of meetings with all stakeholders to define the high level goals and parameters for program development. We envision meetings with command staff, line level staff, and any internal EAP and HR resources to better understand resources already available to Redmond Police Department employees. We also suggest that we administer an anonymous survey to stakeholders to better understand their desired components of



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wellness offerings. We will present national best practices to the groups and offer several options of programming to the decision makers for their review. Once programs have been vetted, we will work with the team to implement the programs in a timely manner. We will provide timelines including milestones on a monthly basis.

Throughout the review and implementation phase, we will include research and information related to culturally competent and trauma-informed practices. We will also ensure that all recommendations are aligned with International Association of Chiefs of Police guidelines.

We propose to bill this project on an hourly basis with a detailed invoice submitted monthly.

Service	Cost
Senior psychologist, Dr. Cerise Vablais or Dr. Ryan Roberts	\$375/hour
Staff/Contract psychologists – doctoral level	\$300/hour
Master's level therapists and clinicians	\$250/hour
Administrative team support	\$40/hour

Additional Details:

1. Needs Assessment

- Objective: Understand the unique needs of RPD personnel regarding wellness and peer support.
- •
- Activities:
 - Conduct surveys and focus groups with officers and staff to identify stressors and challenges.
 - Review existing wellness initiatives (if any) to determine gaps.
 - Engage with stakeholders, including leadership, union representatives, and mental health professionals.

2. Program Design

- Components:
 - Peer Support Team:
 - Train a diverse group of officers as peer supporters.
 - Emphasize confidentiality and boundary-setting.
 - Mental Health Resources:
 - Partner with culturally competent counselors and therapists.
 - Include 24/7 helplines and access to therapy sessions.
 - Wellness Activities:
 - Offer fitness programs, mindfulness training, and nutrition education.
 - Create periodic wellness workshops.
 - Trauma-Informed Training:
 - Provide training for all staff to recognize signs of trauma in themselves and others.
 - Equip supervisors to handle wellness concerns empathetically.



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3. Ensuring Cultural Competence

- Recruit trainers and therapists who reflect the community and department's diversity.
- Offer cultural humility training to all involved professionals.
- Regularly review the program for inclusivity through feedback loops with officers from different backgrounds.

4. Implementation

- Phased Rollout:
 - Pilot the program with small groups (perhaps one shift) before expanding.
 - Use the pilot to refine methods and address unforeseen challenges.
- Regular Communication:
 - o Share program updates via newsletters, intranet, and leadership briefings.
 - Reinforce the importance of wellness in organizational culture.

5. Evaluation and Sustainability

- Track participation rates, satisfaction surveys, and changes in key metrics (e.g., absenteeism, use of sick leave, reports of burnout).
- Adjust the program based on feedback and data.

Cost Breakdown Estimates¹

- Initial Needs Assessment: \$10,000-\$15,000
- Training and Development:
 - Peer Support Training: \$5,000-\$7,000
 - Trauma-Informed Training: \$7,000–\$10,000
- Mental Health Resources:
 - Contracts with therapists: \$15,000-\$25,000 annually
 - Wellness workshops: \$3,000–\$5,000 per session
- Ongoing Program Administration:
 - o 3-5 hours per month \$10,800 \$18,000 annually

Staffing Plan:

Drs. Slack, Johnson and Vablais will offer appointments on a weekly basis to support the wellness needs of the Department. These appointments will be primarily between the hours of 0900 and 1700 Monday to Friday Eastern time; however, we understand the nature of first responder scheduling and can offer evening, early morning and weekend appointments when needed. While the RFP mentions annual, proactive wellness visits, our staff is also available for acute, critical incident debriefs on an as needed basis. We can begin seeing officers for their wellness appointments within seven (7) business days after the contract if finalized

¹ Cost Breakdown Estimates are based on projected hourly costs. We are willing to negotiate flat rate versus hourly rate. Once the scope of work has been further defined, we can modify these estimates.



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References

Tukwila Police Department Commander Phil Glover Patrol Division/Valley SWAT Team Desk 206.431.3893 <u>p.glover@tukwila.gov</u>

San Juan County Sheriff's Office Undersheriff Mike Hairston Office 360.378.4151 <u>mikeh@sanjuancountywa.gov</u>

Juneau Police Department Commander Jeremy Weske Wellness Program Coordinator and Peer Support Team member Desk 907.500.0618 JTWeske@juneaupolice.com

Business license

PSPS has applied for a city of Redmond business license and expects it to be active prior to the award of this RFP. Attached is a proof of application.

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

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. <u>Retention of Consultant - Scope of Work</u>. 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. <u>Completion of Work</u>. 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. <u>Payment</u>. 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. <u>Changes in Work</u>. 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. <u>Extra Work</u>.

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.

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6. <u>Ownership of Work Product</u>. 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. <u>Independent Contractor</u>. 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. <u>Indemnity</u>. 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. <u>Insurance</u>. 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. <u>Records</u>. 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. <u>Notices</u>. 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. <u>Project Administrator</u>. 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. <u>Disputes</u>. 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. <u>Termination</u>. 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. <u>Non-Discrimination</u>. 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. <u>Compliance and Governing Law</u>. 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. <u>Subcontracting or Assignment</u>. 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. <u>Non-Waiver</u>. 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. <u>Litigation</u>. 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 any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. <u>Taxes</u>. 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. <u>City Business License</u>. 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. <u>Entire Agreement</u>. 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

RFP 10854-24 Wellness Coordinator & Peer Support Program Administrator Attachment B - Option for Renewal

The City intends to enter into an initial one-year agreement. The City reserves the right to renew this contract for one (1) additional one-year term, for a potential maximum total term of two (2) years, upon serving notice to the Consultant within thirty (30) calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm prices/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City. Any approved price adjustment shall remain unchanged for the duration of the renewal period.





Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Filing Date and Time: 01/07/2025 10:46:47 AM

Confirmation Number: 0-044-579-135

Payment Method: Bank Account

Business Entity Information

Entity Type:Limited Liability CompanyName of Entity:LEPS-PSS PLLCAccount ID:604379931-001-0001Firm Name:PUBLIC SAFETY PSYCHOLOGICAL SERVICES

Endorsement(s) Applied For	Begin	End	Count	Fee
Redmond General Business - Non-Resident	01/07/2025	01/31/2026	1	\$0.00
				\$0.00
Fee Type	Begin	End	Count	Fee
BLS Processing Fee	01/07/2025		1	\$0.00
Redmond Empl Fee	01/07/2025		1	\$153.00
				\$153.00

Grand Total: \$153.00

CERISE M. VABLAIS, MBA, PhD, ABPP

cvablais@psspc.net 425.775.4477

SUMMARY OF QUALIFICATIONS

- Board Certified Specialist in Police and Public Safety Psychology
- Primary agency contact for team of psychologists providing assessment and wellness services to over 200 agencies across the United States
- FBI/CISM Level 1, 2 and 3 Trained Crisis/Hostage Negotiator
- Licensed in Maryland, Virginia, Washington, D.C., Alaska, Washington, Oregon, California Idaho, North Dakota, PsyPact APIT Mobility Credential
- Extensive experience testifying as a forensic expert for competency and criminal responsibility evaluations
- Current General Chair and Executive Board Member International Association of Chiefs of Police Police Psychological Services Section
- 20+ years 'experience managing corporate teams (4 team members 180 team members) and budgets (\$10,000 to > \$4,000,000)

EDUCATION

Fielding Graduate University, Santa Barbara, CA

Ph.D. in Clinical Psychology

Dissertation: "Toward a new model of psychopathy in women: A qualitative analysis of the PCL-R and the construct of psychopathy in female offenders." MBA, Executive Program, University of Washington, Seattle, WA

BA in English, University of Nebraska at Kearney

<u>WORK EXPERIENCE (Complete resume available)</u> Public Safety Psychological Services, PLLC, Owner/Managing Partner (2015-present)

- Responsible for day to day operations of both companies, including managing staffing, developing and maintaining client relationships
- Supervise the work of employee and contract psychologists
- Complete pre-employment and fitness for duty psychological evaluations for public safety candidates
- Provide consultation and training on law enforcement, public safety and mental health topics to agencies and other mental health providers
- Provide critical incidents and wellness services to first responder agencies
- Develop and maintain training materials for contract psychologists to assess for inter-rater reliability
- Responsible for day to day operations of both companies, including managing staffing, developing and maintaining client relationships

Central Clinic Behavioral Health, Cincinnati, Ohio, Forensic Evaluator (2022-2023)

• Complete competency and criminal responsibility evaluations for defendants on a contract basis

CERISE M. VABLAIS, MBA, PhD, ABPP

cvablais@psspc.net 425.775.4477

Critical Response Associations, Consultant (2021-present)

- Provide risk and threat assessment to corporations on an as needed basis
- Complete fitness for duty/IMEs as requested

North Sound Metro SWAT CNT Team, King/Snohomish County (2017-present)

- Respond to call-outs with team members for various crisis situations
- Provide quarterly training to team members on various mental health related subjects.
- Participate with team in annual competition at Western States Hostage Negotiator's Association Conference
- Completed Levels I, II and III Crisis Negotiations Training

Fairfax Hospital, Director of Clinical Training, Assessment, Referral & Social Services (2011-2015)

- Managed team of 180 staff for 200-bed free-standing psychiatric hospital
- Managed social services team who provided full range of therapy, case management and discharge planning services for patients in an acute crisis stabilization environment
- Managed Involuntary Treatment Commitment team and Partial Hospitalization program
- Member of executive leadership team providing input into hospital's strategic plan
- Primary executive team liaison with Kirkland Police Department to collaborate on joint patient issues

Anne Arundel County Detention Facilities/Corizon Medical (2007-2011)

- Managed the delivery of mental health services and programs for two-facility, 1200-bed detention center in accordance with Departmental policies and procedures
- Developed and offered training on suicide prevention and other mental health related topics to staff.
- Training director for internship and externship programs offered
- Offered risk assessment and risk management plans. Led interdisciplinary team coordinating and offering services to inmates housed in mental health unit.

RESEARCH AND PUBLICATIONS

- Vablais, C. M., Roberts, R. & Roberts, M. (2021). Practical guidance for remote psychological test administration and interviewing, *The Specialist, Volume* 48.
- Vablais, C. M. (2007). Toward a new model of psychopathy in women: A qualitative analysis of the PCL-R and the construct of psychopathy in female offenders. Dissertation research using grounded theory qualitative analysis. Fielding Graduate University.
- Vablais, C. (1998). The Web's Oldest Profession: Psychology of Sex on the Internet. In Cerise Vablais & Tony Leininger (Eds.) *How the Web Was Won: Conquering the Digital Frontier* (pp 39-47). Redmond, WA: Microsoft Press.
- Vablais, C. (1996). Treasure Quest. [Computer Software-CD-ROM Game]. Scottsdale, AZ: Sirius Publications.

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cvablais@psspc.net 425.775.4477

WORKSHOPS & PRESENTATIONS DELIVERED (Complete list available)

- Speaker, IACP Mid-Year Division Meeting; Safety and Wellness: Fitness for Duty Evaluations (March 2024)
- JRA Conference Speaker (October 2023)
- Panelist, Public Safety Testing Business Meeting/Washington Civil Service Conference, "Bias and Racism in the Hiring Process": What we Know, What We Don't and What We Need" (October 2020)
- Keynote Speaker, Selecting and Maintaining a Resilient Work Force: Alaska Fire Chiefs' Association Conference (February 2020)
- The P.O.S.T. Dimensions and Cultural Competence in Policing: Diverse Chiefs' Experience from the Field: International Association of Chiefs of Police Conference (October 2019)
- Reefer Madness: Legalization of Marijuana and Its Impact on Public Safety Hiring Practices: Idaho Chiefs of Police Association (October 2019); National Sheriff's Association Conference (June 2018); International Association of Chiefs of Police Conference, Philadelphia, Pennsylvania (October 2017).
- You did WHAT: Generational Shifts in Attitudes Towards Sex and Drugs and Implications for Public Safety Hiring Processes /Johnson & Roberts Pre-Conference at IACP. San Diego, California (October 2016). Public Safety Testing Business Meeting/35th Annual State Civil Service Conference (September 2016).
- Admissions of viewing child pornography in law enforcement applicants. Johnson, Roberts & Associates pre-conference/IACP. Chicago, Illinois. (October 2015).

Vitae

Michael A. Slack, Psy.D

1912 5th Ave N #201 Seattle, WA (847) 927-9226 mslack2016@gmail.com

License/Certification

Psychologist License	 (s) – Washington State PY60629403 (Expires 04/13/2022) State of Alaska 134346 (Expires 06/30/2021) State of Idaho PSY203271 (Expires 04/13/2022) State of Virginia 0810007402 (Expires 06/30/2022)
2005 - 2013	Washington School of Professional Psychology Doctorate in Clinical Psychology (Psy.D) (G.P.A. 3.99/4.0) Master's degree conferred en route - October, 2008.
2001 - 2005	Northern Michigan University Bachelor's degree in Graduate Prep Psychology (G.P.A. 3.45/4.0)

Graduate Courses

Clinical	Theoretical
Clinical Skills I: Humanistic Therapy	Adult Development and Aging
Clinical Skills II: Cognitive Behavioral Therapy	Child Development
Clinical Skills III: Family Therapy	Diverse Populations
Clinical Skills IV: Narrative Therapy	Ethics
Clinical Interviewing	Social Psychology
Cognitive and Affective Bases of Behavior	
Consultation and Supervision	Assessment
Dissertation seminar	Cognitive Assessment
Interventions I	Integrative Assessment
Introduction to Psychophysiology	Objective Assessment
Introduction to Psychopharmacology	Psychometrics & Test Theory
Introduction to Neuropsychology	
Motivational Interviewing	<u>Research</u>
Neuropsychological Assessment	Qualitative Research Methods
Professionalization Seminar I	Quantitative Research Methods
Professionalization Seminar II	
Practicum Supervision I	
Practicum Supervision II	
Psychopathology II: Adult Psychopathology	
Psychopathology I: Childhood & Adolescence	

Doctoral Dissertation

A Qualitative Study of Pro Bono Service Practices of Psychologists in Washington State April - 2013

Ten independently practicing psychologists from across Washington State were recruited to discuss how they defined and delivered pro bono service, as well as the past experiences that shaped their current understanding of pro bono service. Semi-structured telephone interviews were conducted with each participant. A qualitative methodology utilizing thematic analysis was applied to each transcribed interview. Six separate themes were identified. Definitions of pro bono services generally fell within two categories: services delivered at a lesser rate than full fee, and non-recompensed services. Within these two categories, variability among delivery methods was notable. Participants endorsed a variety of activities as pro bono service, and the financial well-being of the participants' practices was notable as it pertained to the importance of fees in therapy.

Post-Doctoral Residency

January 2014 – July 2015 Integrative Psychological & Social Services - Marysville, WA

Completed a 2,000-hour postdoctoral experience through a non-profit mental health agency located in Marysville, Washington. The postdoc position served a low-income population and was structured using an outpatient private practice model. Postdoc responsibilities included maintaining a caseload of ongoing individual therapy clients, and supervising doctoral level interns and practicum students. Cognitive and neuropsychological evaluations were conducted as needed. Didactic training occurred on a monthly basis. Three hours of weekly clinical supervision was received from two licensed clinical psychologists in the State of Washington.

Doctoral Internship

August 2010 – July 2011 St. Anthony's Point Oil City, PA

This 2,000 hour, APPIC approved internship was located in rural Pennsylvania, in the town of Oil City. St. Anthony's Point served the immediate community and surrounding townships. A major emphasis of internship training was in the development of skills in providing treatment to children and families through a wrap-around community service delivery model. Treatment for the family and child was generally offered from one to five hours per week in the home, community, and/or classroom. This intern was responsible for all aspects of wrap-around cases, which included supervisory duties of therapeutic support staff. Significant training was also received in the treatment of a variety of mental health diagnoses for clients generally seen on an outpatient basis. Hospital privileges were granted to this intern to allow for consultation with physicians and psychiatrists, as well as the psychological assessment of clients admitted to the hospital's emergency room. This intern also received specialized training in providing psychological evaluations for gastric bypass surgery and spinal stimulation surgery.

Practicum I

Practicum (I) at Western State Psychiatric Hospital included experiences in several specialized domains. Training was focused on gaining experience in the treatment of sex offending populations, as well as in conducting forensic competency to stand trial evaluations. These evaluations often included the administration of a variety of cognitive measures. I also held regularly scheduled therapy appointments with clients in forensic and clinical settings.

Practicum II

September 2008 – July 2009 The OASIS Program at NAVOS Mental Health Seattle, WA

Practicum (II) at the OASIS program at NAVOS Mental Health offered me the opportunity to work with the geriatric population. I participated in individual and group therapy on a weekly basis with a steady caseload of approximately 15 clients between the ages of 60 to 95. Supervised neuropsychological evaluations were provided for the assessment of cognitive functioning and dementia screening. Additionally, I maintained case management clients in the community, which allowed firsthand exposure to many of the difficulties that geriatric populations experience on a daily basis.

Professional Experience

2017 – Current	Public Safety Psychologist Evaluator Public Safety Psychological Services	Lynnwood, WA
	Contracted evaluator responsible for conducting pre-employme suitability evaluations for law enforcement, firefighters, and oth safety employees throughout Washington State. These evaluation consistent with Peace Officer Standards and Training (POST). T primary responsibilities associated with this position include into psychological testing, report writing, and the communication of results to department stakeholders.	
2016 -	Contracted Psychologist Evaluator	
Current	AMCE Physicians Group	Washington State
	Per diem contracted evaluator responsible for cond disability evaluations at multiple locations through Washington. This position serves primarily low-in populations experiencing various mental health co- and persistent mental illness. Responsibilities inclu- evaluating, and report writing.	out the State of come or homeless ncerns to include severe

2015 -	Staff Psychologist – Northwest Region	
Current	Washington State Department of Corrections	Monroe, WA
	The position of staff psychologist is unique to the Washing Department of Corrections. Responsibilities for this position conducting pre-employment psychological evaluations for officers, responding to the mental health needs of over 1,50 staff, and consultation with department executives regarding organizational change and agency wide policy. Additionall is responsible for the clinical management and operational regional Critical Incident Stress Management (CISM) team	on include new corrections 00 correctional ng y, this position oversight of a
2012 – 2014	Aftercare Therapist & Historian Amen Clinic – Bellevue	Bellevue, WA
	This position required me to provide outpatient therapy to a adults, as well as conduct intake assessments. Assessment integrated into a report format, which was then presented to physicians. Additional responsibilities associated with this included timely documentation of clinical notes and reports of care between physicians, and consultation regarding clies health treatment.	data was o treating position s, coordination
2006 – 2012	Behavioral Intervention Specialist & Psychometrician Northwest Neuropsychology	Bellevue, WA
	Northwest Neuropsychology allowed me to participate as a treatment member providing neuropsychological assessments for adolescents young adults experiencing a range of brain injuries and/or neuropsychological deficits. Duties associated with this position in the administration and scoring of neuropsychological evaluations, of management, treatment planning, academic coaching, and consulting the development of Individualized Education Plans. Furthermore, I instrumental in the development of a mentoring program for clients requiring intensive intervention and coaching.	
2009-	Clinical Externship	~
2010	Samaritan Center	Seattle, WA
	This opportunity offered me the ability to provide supervised individual therapy with a variety of clients in an outpatient, low fee mental health clinic. This experience was constructed using a practicum model. Two hours of weekly supervision was received by one doctoral level psychologist and one master's level clinician. Group didactic trainings were participated in on a monthly basis.	

2006 – 2010	Founder & President Psychological Connections	Seattle, WA	
	Developed a non-profit organization dedicated to assisti in finding low cost, and pro bono mental health services the United States. Duties included the oversight of organ development and implementation of operational program This organization has been featured in Washington Psyc Grad Psych magazines.	throughout nizational ns and goals.	
2006 -	Clinical Case Manager		
2010	Downtown Emergency Service Center	Seattle, WA	
	The function of this position was to serve the homeless pop respite program through intensive case management and as finding appropriate long-term housing. My duties included and intake of clients entering the program, as well as provid emergency and non-emergency counseling.	sistance in the assessment	
2009 – 2009	Psychometrician & Report Writer Private Practice – Dr. Allison Schechter	Bellevue, WA	
	Contracted position with a local clinical and forensic psychol administer and score psychological assessments for social sec forensic evaluations. Additionally, I integrated data from asse questionnaires into report format for my supervisor. The clien served was diverse, and primarily presented with low socioec status.		
2006 -	Psychometrician		
2007	Elliot Bay Behavioral Health	Seattle, WA	
	Conducted cognitive and neuropsychological assessments. This work served clients from a variety of socioeconomic, racial and ethnic backgrounds. Assessments were supervised by Dr. Alan Breen.		
2006 -	Crisis Respite Counselor		
2007	Downtown Emergency Service Center	Seattle, WA	
	Provided emergency and non-emergency interventions and counseling with the homeless population. Clientele are low income and racially and ethnically diverse, between the ages of 18 and 65.		

2006 –	Community Resource Guide Developer	r
2006	Seattle Neighborhood Group	White Center, WA
	Contract position with duties including in regarding concerns about drug and alcohe Washington. I developed a community re prevention resources as well as local cher facilities for those seeking treatment in W	ol abuse in White Center, esource guide comprised of mical dependency treatment

Volunteer Experience

2010 -	Rescue Technician – Team Leader		
Current	King County Search and Rescue	King County, WA	
	Rescue. This all volunteer team is the oldest search ar organization in the United States. Extensive training v leadership and management, land navigation, first aid techniques. Recognized for "Top Responder" during t	n in the United States. Extensive training was provided in team and management, land navigation, first aid, and rescue Recognized for "Top Responder" during the years of 2010-11 4. Member of technical rescue team and instructor for	
2009 -	Washington State Psychological Association		
2010	Social Issues & Human Right's Committee – Member	r WA	
	I was invited to participate in the development of a Pr through a subcommittee of the Washington State Psyc Association. The Washington State Psychological Ass supporting a program for all of King County to assist income to find psychologists offering pro bono servic	chological sociation will be individuals of low	
2002 -	First Responder/Rescue Technician		
2005	Marquette County Sheriff's Search & Rescue	Marquette, MI	
	I assisted in the rescue and extraction of individuals who required assistance throughout the Upper Peninsula of Michigan. This was an all volunteer rescue team comprised of 35 well trained individuals through the Marquette County Sheriff's Department.		
2003 -	Research Assistant		
2005	Northern Michigan University	Marquette, MI	
	Our team conducted long term research under the supervision of doctoral level professors/psychologists about gender stereotypes. During this experience I was exposed to the direct RT computer software program, as well as issues pertinent to psychological research.		

Undergraduate Internship 2004 -

2004 Northwest Community Healthcare Arlington Heights, IL

Internship opportunity within a 12 Step chemical dependency treatment facility for minors. Duties included assisting in recreational and group therapy, supervising clients throughout their daily activities, as well as participating in family interventions.

Testing Experience	Number Administered
BASC	49
Beck Depression Inventory	88
Boston Naming Test	3
Categories Test	43
California Psychological Inventory	1555
California Verbal Learning Test	5
Children's Memory Scale	68
Cognitive Assessment System	35
Dementia Rating Scale	2
Geriatric Depression Scale	3
Grey Oral Reading Test	36
Hare Psychopathy Checklist	1
Inwald Personality Inventory	270
Millon Clinical Multi-Axial Interview – III	3
Minnesota Multiphasic Personality Inventory	22
Nelson Denny Reading Test	38
Personality Assessment Inventory	1505
PSYQ	1549
Rey Complex Figure Test	5
SCID	13
SMALSI	38
Structured Interview of Reported Symptoms	2
Test of Everyday Attention – Children	62
Test of Everyday Attention – Adult	53
Test of Memory Malingering	9
Trails A & B	103
Trauma Symptom Inventory	7
Weschler Adult Intelligence Scale – III	50
Weschler Adult Intelligence Scale – IV	117
Weschler Individual Achievement Test	51
Weschler Intelligence Scale Children – IV	72
Weschler Memory Scale – III	39
Weschler Memory Scale – IV	67
Wisconsin Card Sort Test	38
Woodcock Johnson Test of Cognitive Abilities	42

Research Experience

Personality Variables and Academic Achievement in a Mixed Clinical Sample. November 2008 – April 2009

This research was designed to identify whether any of the clinical scales of the PAI predicted achievement on the WRAT. The researchers utilized archival data from 227 participants referred for outpatient neuropsychological evaluation. Correlational and multiple regression analyses were performed to identify significant relationships.

Responsibilities: Research design, analyzing data through SPSS, identifying conclusions, poster design and construction *Supervised by:* Douglas Whiteside, Ph.D, ABPP

Couples Experiences of Marital Infidelity and Reconciliation.

January 2008 – March 2008

This study was a qualitative research design for a doctoral dissertation. The researcher interviewed ten couples who experienced marital infidelity to examine their perceptions of the event, as well as how it affected their marriage, and how they believe their relationship(s) endured.

Responsibilities: Coding data for themes and similarities amongst the research participants. *Doctoral candidate:* Dr. Jennifer Love Crowell.

Dissertation supervisor: Dr. Dana Waters, American School of Professional Psychology, Argosy University.

Memory Distortion of Gender-stereotype-inconsistent Pictures: The Role of Stereotype Typicality.

August 2003 - June 2005

Through the use of Direct RT computer software, this research group tested subjects' memory for pictures of people performing actions considered to be gender-stereotype-consistent, gender-stereotype-inconsistent, and gender-neutral. It was our hypothesis that very unusual stereotype-inconsistent pictures would be remembered correctly.

Responsibilities: Research lab design, testing subjects, data collection, lab construction *Supervised by:* Dr. Maya Sen, Department of Psychology, Northern Michigan University, msen@nmu.edu

Presentations and Publications:

- Slack, M. (2018). Generational Differences. Oral presentation to the Washington State Department of Corrections – Community Corrections leadership meeting, May 2018, Olympia, Washington
- Slack, M. (2017). Stress Management. Oral presentation to the Washington State Department of Corrections Human Resources Department, July 2017, Gig Harbor, Washington.
- Slack, M. (2013). A Qualitative Study of Pro Bono Service Practices of Psychologists in Washington State. Dissertation defense at the Washington School of Professional Psychology, April 2013, Seattle, Washington.
- Slack, M., Goodnature, D., Whiteside, D.M., Hellings, J., & Goldov, N. (2009). Personality variables and academic achievement in a mixed clinical sample. Presentation submitted to the American Academy of Clinical Neuropsychology conference, June 2009. San Diego, California.
- Sen, M.G., Wieser, J., & Slack, M (2004). Memory Distortion of Gender-Stereotype-Inconsistent Pictures: The Role off Stereotype Typicality. Presented at the American Psychological Society 16th Annual Convention, May 2004, Chicago, Illinois.

Teaching Experience:

PP 8704: Neuropsychological Assessment. Teacher's Assistant. August 2009 - April 2010.

Responsibilities: Assisting with test administration instruction, scoring test protocols, scoring reports, presenting clinical cases, and facilitating study sessions.

Supervised by: Dr. Douglas Whiteside, Psychology Department, American School of Professional Psychology at Argosy University of Seattle, dwhiteside@argosy.edu

PY 235: The Psychology of Gender. Teacher's Assistant. August-December 2004.

Responsibilities: Assisted in mock debates, grading examinations and assignments, organizing student records, maintaining office hours, and individually tutoring students when deemed necessary.

Supervised by: Dr. Maya Sen, Department of Psychology, Northern Michigan University, msen@nmu.edu

Honors & Awards

Excellence in Service – Washington State Department of Corrections

Recognition for service delivered to the Department on behalf of staff; recognized by the Secretary of the Department and Governor of the State of Washington (2020).

Top Responder – King County Search and Rescue

Recognition as a Team Leader responding to the most missions during 2011-12 and 2013-14.

Merit Scholarship Award – Washington School of Professional Psychology

This scholarship is presented to those students who demonstrate exceptional academic performance and present a minimum GPA of 3.5 or higher.

Northern Michigan University Dean's List

Recognition is given on a per-semester basis for achieving a GPA of 3.2 and above. This was attained for a period of three years while attending Northern Michigan University.

Honorary Appreciation for Selfless Acts - Marquette County Sheriff's Office

December 2002; February 2003; December 2004. These awards are presented "to those whose unselfish acts are recognized by the county and citizens of Marquette County."

Clinical Interests

Adults; Forensic Psychology; Corrections; Public Safety Psychology; Public Safety Evaluation; Geriatrics; Probono Service; Organizational Psychology; Staffing; Rural Community Mental Health; Grief & Loss; Eating Problems; Depression; Grief & Loss; Anxiety Related Disorders; Death & Dying; Life Transitions; Homelessness; Social Justice.

Professional Affiliations

National Register of Health Service Psychologists Psi Chi National Honor Society for Psychology International Association of Chiefs of Police

Diana Johnson, Psy.D.

Licensed Clinical Psychologist PY60388638 18865 NE Meadow Run Dr. Poulsbo, WA 98370 Phone 206-462-0998 C – E-mail Diana.Horowitz1@gmail.com Website www.DianaHorowitzPsyD.Com

Curriculum Vitae

Education

08/2020 - 10/2022	Fairleigh Dickinson University, New Jersey Post-Doctoral Master's in Clinical Psychopharmacology conferred 10/2022
9/2005 - 7/2011	American School of Professional Psychology
	San Francisco Bay Area, CA
	Argosy University
	Psy.D. in Clinical Psychology conferred 7/2011
	Master's in Clinical Psychology conferred 5/2007
9/1999 - 12/2003	Sierra Nevada College, Incline Village, NV
	Bachelor of Arts Degree in Psychology conferred 12/2003
	Magna cum Laude

Clinical Experience

07/2022 to Present	Public Safety Psychological Services Lynnwood, WA Contract Psychologist Complete Post-Conditional Offer Psychological Evaluations for Law Enforcement and Fire Service. Complete Suitability Assessment Reports. Complete individual Critical Incident Debrief appointments with first responders. Offer annual in-service training to staff members of Public Safety Departments regarding individual wellness. Offer annual and semi-annual Officer Wellness Appointments to staff members of Public Safety Departments.
07/2022 - Present	Washington State Department of Corrections Puget Sound Region Psychologist 4 – Staff Psychology Program

Provide individual therapeutic services, crisis support, consultation, and coaching for staff members, supervisors, and leadership.

02/2015 – 07/2022	Washington State Department of Corrections Mission Creek Corrections Center for Women Belfair, WA Psychologist 4 – Health Services Division Supervise 4 master's level therapists across 4 separate facilities. Carry a patient caseload assessing and treating incarcerated women in a minimum-security camp setting. Conduct intake assessments, ongoing group and individual therapy, and case management with a focus on reentry into the community. Work together with mental health, medical and psychiatric staff on and off site to coordinate best treatment practices. Develop relationships throughout the facilities to include unit staff, classification, worksite supervisors and correctional program managers to help support patients' success as well as safety and security of prison and staff.
10/2013 – Present	Private Practice Seattle, WA www.DianaHorowitzPsyd.com Provide individual and couples therapy in my small Seattle private practice. I work with people of diverse backgrounds and an array of presenting concerns including anxiety, depression, life transitions, and LGBT identity/relationships. My work is strength- based in nature and informed by relational, psychodynamic, attachment and sociocultural theories.
3/2013 - 10/2013	Sharper Future Colton, CA Staff Psychologist Evaluate and assess newly paroled, convicted sex offenders for

Evaluate and assess newly paroled, convicted sex offenders for mandated treatment. Conduct intake interviews including various required risk assessment instruments before completing a detailed forensic report that is submitted to the California Department of Corrections. Develop, plan and facilitate multiple ongoing High-Risk Sex Offender treatment groups. Facilitate a Federal Substance Abuse and Relapse Prevention group for clients newly released from federal prison. Maintain 10-20 weekly individual clients. Consult with law enforcement and psychiatric and medical professionals to best meet the needs of the client. Supervise postdoctoral residents conducting individual and group treatment. Participate and co-facilitate weekly didactic and group supervision with practicum and postdoctoral level staff.

8/2011 – 5/2012 Humboldt State University

Arcata, CA

Postdoctoral Resident

Maintained a caseload of 15 to 20 clients and couples, using a brief therapy model. Co-facilitated two on-going therapy groups, one for socially anxious students, and a Social Skills group for students with an Autism spectrum diagnosis. Provided up to 10 hours per week of crisis and drop-in appointments during on-call hours. Provided outreach programs to the campus community. Consulted with faculty, staff, students and parents as needed.

8/2010 – 5/2011 Mount Saint Mary's College

Los Angeles, CA

Psychological Intern, Half-time Capic Internship Conducted short-term brief therapy with a caseload of 10 to 12 clients, and maintained one long-term client. Held crisis appointments and consultations. Conducted intake interviews, assessing for severity of pathology and possible fit for the counseling centers brief therapy model. Created and presented outreach programs and workshops for the campus community. Clients were diverse in ethnicity, cultural background, sexual orientation, and economic status, as well as clinical presentation. Made report with client to DCFS for childhood sexual abuse. Utilized suicide contracts and consulted with law enforcement and outside assessment teams on a client's danger to self and others.

Mills College

Oakland, CA

Psychological Intern, Half-time Capic Internship

Completed over 900 total training hours, maintaining a caseload of 10 brief therapy clients and 1 long-term client. Held weekly crisis drop-in hours open to all students. Presented formal case presentations to clinical staff and outside experts in the field. Clients came from very culturally, as well as financially diverse backgrounds and represented a wide range of presenting problems including mild to severe eating disorders, PTSD and childhood sexual abuse, mood disorders, struggles with attachment and individuation, depression, coming out, and questioning gender identity.

 8/2007 – 7/2008 Pacific Center for Human Growth Berkeley, CA
 Psychological Trainee, LGBT Community Clinic
 Completed 20 hours per week of trainings, supervision, meeting with individual clients and co-facilitating a Grief Therapy Group. Conducted brief phone screens to assess for severity of pathology and/or addiction and conduct diagnostic and assessment evaluations through intake interviews. Clients were of the lesbian, gay, bisexual and transgender community. Presenting issues included gender identity disorder, mood disorders, substance abuse, anger, coming out, and sexual problems.

8/2006 – 8/2007 **Marin Treatment Center** San Rafael, CA

Psychological Trainee, Methadone Clinic Maintained a case load of 10 clients whose afflictions surpass that of drug abuse and dependence. Clients included homeless, disabled, elderly and adolescents with diagnosis ranging from mild Depression to PTSD and Paranoid Schizophrenia with sensory hallucinations. Responsibilities consisted of weekly counseling sessions to stabilize and support clients psychologically and in their recovery, as well as managing case files and communicating with other medical and psychiatric personnel in order to maintain an effective treatment plan.

1/2004 – 6/2005 Colorado Timberline Academy

Durango, CO

Counselor, Mediator, Dorm Parent, Activities Coordinator Worked and lived at private-secondary boarding school, providing counseling and supervision for youth aged 14-19. The youth ranged from fully functioning to severely learning disabled, and youth with mild to moderate psychological diagnosis including Autism, Asperger's syndrome, ADD/ADHD, Bipolar, Depression, Eating Disorders, Narcolepsy, OCD, Oppositional Defiant Disorder, and Schizophrenia among others. Assigned five female students for 24-hour care in on-campus housing. Counseled all youth on campus in personal and educational issues. As activities coordinator I planned and implemented age and ability appropriate recreational activities for 45 youth.

2/2004 – 7/2004 Alternative Horizons Center for Domestic Violence Durango, CO

Domestic violence advocate and 24-hour hotline volunteer Received 30 hours of training on a variety of different techniques, services and resources. Worked on hotline providing victims of DV with resources as well as a person to talk to in time of crisis. Worked as an advocate bringing victims of DV to court to request restraining orders, and meeting victims in the emergency room in order to help with and instruct them of their resources and transporting them to safe houses.

3/2004 – 7/2004 **Rape and Crisis Intervention Hotline**

Durango, CO

Hotline volunteer for rape and crisis calls including suicide Received 35 hours of training on suicide assessment and crisis techniques as well as basic counseling methods for hotline use. Provided victims with resources as well as a supportive person to talk to when in need.

Related Professional Experience

2/2006 - 9/2006Personnel Decisions International
San Francisco, CA
Associate Consultant
Personnel assessment and evaluations, conducted structured
behavioral interviews, integrating scores from the California
Personality Inventory (CPI) in order to generate and report
recommendations for an individual's promotion within a company
or corporation.

Research Experience

1/2010 - 7/2011	Body Shame: A Comprehensive Survey of the Literature and Development of an Integrative Framework for Understanding and Treating Body Shame (Doctoral Dissertation)
9/2003 – 12/2003	Meta-Analysis of Treatment Programs for Post Traumatic Stress Disorder (Undergraduate Senior Project) Completed a literature review which went in depth researching different treatment techniques and programs for PTSD from five different psychological schools/approaches.
9/2002 – 12/2002	Sexism Toward Women in the Car Buying Industry Completed a phenomenological field study in the new car industry on whether or not female consumers are met with sexism from sales people in the industry.
4/2003	Presented at the Western Psychology Association for Undergraduate Research Santa Clara, CA "Sexism Toward Women in the Car Buying Industry

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Certificate Of Completion

Envelope Id: 33975F18-1CC5-4564-AF60-C806A4DD33A8 Status: Completed Subject: RFP 10854-24 Wellness Coordinator Peer Support Program Administrator, Closing 01/09/2025 @ 2pm PST Source Envelope: Document Pages: 35 Signatures: 1 Envelope Originator: Initials: 0 Certificate Pages: 2 DocuSign Purchasing 15670 Ne 85th St AutoNav: Enabled Envelopeld Stamping: Enabled Redmond, WA 98052 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Pool: City of Redmond, WA

Cerise M Vablais

Signature Adoption: Pre-selected Style

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docusignpurchasing@redmond.gov

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Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature Timestamp In Person Signer Events **Editor Delivery Events** Status Timestamp **Agent Delivery Events** Status Timestamp **Intermediary Delivery Events** Status Timestamp **Certified Delivery Events** Status Timestamp **Carbon Copy Events** Status Timestamp Witness Events Signature Timestamp **Notary Events** Signature Timestamp **Envelope Summary Events** Status Timestamps Hashed/Encrypted 1/9/2025 12:04:37 PM **Envelope Sent** Certified Delivered Security Checked 1/9/2025 2:02:07 PM Security Checked Signing Complete 1/9/2025 2:02:09 PM

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Envelope Summary Events	Status	Timestamps
Completed	Security Checked	1/9/2025 2:02:09 PM
Payment Events	Status	Timestamps

City of Redmond Payroll Check Approval Register Pay period: 5/1 - 5/15/2025 Check Date: 5/23/2025

Check Total:	\$ 25,714.85
Direct Deposit Total:	\$ 2,940,675.21
Wires & Electronic Funds Transfers:	\$ 1,845,533.25
Grand Total:	\$ 4,811,923.31

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

All Checks numbered	188688	through	188699 ,	
Direct deposits numbered	185731	through	186523 , a	and
Electronic Fund transfers	1843	through	1847	
are approved for payment in the amount of			\$4,811,923.3	51
on this 3 day of June 2025.				

Note:

City of Redmond Payroll Final Check List Pay period: 5/1 - 5/15/2025 Check Date: 5/23/2025

Total Checks and Direct deposit:		4,265,509.79
Wire Wilmington Trust RICS (MEBT):		546,413.52
Grand Total:	\$	4,811,923.31

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

Signed by: Cathryn Laird

Human Resources Director, City of Redmond Redmond, Washington