

City of Redmond



Agenda

Business Meeting

Tuesday, June 16, 2026

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Melissa Stuart, President

Angie Nuevacamina, Vice President

Jessica Forsythe

Vanessa Kritzer

Sayna Parsi

Vivek Prakriya

Menka Soni

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:

<https://redmond.legistar.com/>

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/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

- A. PRESENTATION:** American Public Works Association (APWA) Accreditation Presentation

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: June 2, 2026, Regular Meeting (recording is available at Redmond.gov/rctv)

[Regular Meeting Minutes for June 2, 2026](#)

- 2.** Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, May 29, 2026](#)

[Payroll Check Approval Register, June 10, 2026](#)

[Check Approval Register, June 16, 2026](#)

- 3. [AM No. 26-093](#) Approval of Appointment and Reappointments to the Community Facilities District (CFD) 2016-01 Board of Supervisors

Department: Finance

[Attachment A: Community Facilities District \(CFD\) 2016-01 Board of Supervisors Appointment and Reappointment History](#)

Legislative History

6/9/26 Committee of the Whole - referred to the City Council
 Finance, Administration,
 and Communications

- 4. [AM No. 26-094](#) Acceptance of \$20,000 Port of Seattle Tourism Advertising Grant

Department: Planning and Community Development

[Attachment A: Port of Seattle Tourism Advertising Grant Contract](#)

Legislative History

6/2/26 Committee of the Whole - referred to the City Council
 Planning and Public Works

- 5. [AM No. 26-095](#) Authorization to Accept Washington State Department of Commerce Grant Funding for the Redmond Asbestos Cement Pipe Replacement Project

Department: Public Works

[Attachment A: Commerce Grant Agreement](#)
[Attachment B: Project Budget Summary](#)
[Attachment C: Project Location Map](#)

Legislative History

6/2/26 Committee of the Whole - referred to the City Council
 Planning and Public Works

- 6. [AM No. 26-096](#) Award Construction Contract to Earthworks Solutions, LLC., of Arlington, WA, in the Amount of \$1,832,795, for the ADA Curb Ramp 2026 Project, and Increase the Total Funding for this Project

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

6/2/26 Committee of the Whole - referred to the City Council
Planning and Public Works

- 7. [AM No. 26-097](#) Award of Construction Contract to NPM Construction of Maple Valley, WA, in the Amount of \$602,756, and Approval of Consultant Services Agreement Supplement 07 with Perteet, in the Amount of \$47,156, for the NE 70th Shared Use Path Project

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Perteet Supplement 07](#)

Legislative History

6/2/26 Committee of the Whole - referred to the City Council
Planning and Public Works

- 8. [AM No. 26-098](#) Approval of the Redmond Historical Society Lease Agreement

Department: Executive / Parks and Recreation

[Attachment A: Redmond Historical Society Adair House Lease](#)

Legislative History

6/9/26 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

- 9. [AM No. 26-099](#) Approval of the Consulting Services Contract for the State Lobbyist Agreement, with Gordon Thomas Honeywell Government Affairs, in the Amount of \$79,338

Department: Executive

[Attachment A: Contract](#)

Legislative History

6/9/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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- 10. [AM No. 26-100](#) Approval of Enterprise Content Management (ECM): SoftResources - Selection Consulting Services, in the Amount of \$64,750

Department: Technology and Information Services

[Attachment A: SoftResources Engagement Letter for Redmond DMS Software Selection](#)

Legislative History

6/9/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 26-101](#) Progress of the Waste Hauler Contract Transition for Garbage, Recycling, and Compostables from Waste Management to Recology

Department: Public Works

[Attachment A: Presentation](#)

Legislative History

6/2/26	Committee of the Whole - Planning and Public Works	referred to the City Council
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2. Ombudsperson Report

May: Councilmember Forsythe

June: Councilmember Soni

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/16/2026
Meeting of: City Council
Day

File No. SPC 26-049
Type: Special Orders of the

PRESENTATION: American Public Works Association (APWA) Accreditation Presentation



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. SPC 26-056
Type: Minutes

Approval of the Minutes: June 2, 2026, Regular Meeting (recording is available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor 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 Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

A. PROCLAMATION: Pride Month

Mayor Birney read the proclamation into the record.

ITEMS FROM THE AUDIENCE

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

- Erin Hamilton - started DEI initiatives for the City;
- Richard Ripley - noise ordinance concerns with the operations of the Interlake Sporting Association and noise mitigation;
- CK Cheruvettolil - in support of the Interlake Sporting Association;
- Wolfe Adriatico - teen services staff and services for the new teen center;
- Anjay Ajodha - prospective member of the Interlake Sporting Association, membership process and safety;
- Linda Seltzer - urban noise pollution;
- Mark Epstein - in support for the proposed noise ordinance;
- David Morton - gaps in Redmond's water system and the acquisition of a building for the Maintenance and Operations Center;
- Max Ruhlman - support for a former staff member of the Old Firehouse Teen Center and continuing the legacy in the new building; and

- Henry Yuan¹ - in support of the Interlake Sportsman club and engineering solutions for noise mitigation.

CONSENT AGENDA

MOTION: Councilmember Nuevacamina moved to approve the Consent Agenda. The motion was seconded by Councilmember Soni.

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: May 19, 2026, Regular Meeting and May 21, 2026, Special Meeting

2. Approval of Payroll/Direct Deposit and Claims Checks

#189122 through #189138
#204694 through #205509
#1980 through #1984

\$4,922,708.35

#18619 through #18845

\$1,087,362.74

3. AM No. 26-082: Acceptance of the Bloomberg Philanthropies Youth Climate Action Fund Grant

4. AM No. 26-083²: Approval of Authorization for Acquisition of the Heidelberg Materials Property located at 18816 NE Union Hill Rd, Redmond, WA, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project from HM Pacific Northwest, Inc.

5. AM No. 26-084: Approval of the King County Emergency Medical Services (EMS) Advanced Life Support Services Contract (PHSKC Agreement #14835 EMS) for the 2026-2031 King County EMS Levy

6. AM No. 26-085: Approval of the King County Emergency Medical Services (EMS) Basic Life Support Services and Mobile Integrated Health Services Contract (PHSKC

¹ A handout was provided to the Council.

² This item was removed from the Consent Agenda and addressed separately.

Agreement #14807 EMS) for the 2026-2031 King County EMS Levy

7. AM No. 26-086: Authorization to Execute Interagency Agreement with Washington State Department of Natural Resources (DNR) for Wildfire and Emergency Response Support
8. AM No. 26-087: Authorization to Execute Fire Mobilization Interagency Agreement with the Washington State Patrol (WSP)
9. AM No. 26-088: Approval of a Resolution for the Perrigo Park Turf Replacement Youth Athletic Facility Grant
 - a. Resolution No. 1628: A Resolution of the City Council of the City of Redmond, Washington, Authorizing the Mayor to Legally Bind the City With Respect to the Perrigo Park Turf Replacement Project for Which the City Seeks Grant Funding Assistance Managed Through the Recreation and Conservation Office
10. AM No. 26-089: Adoption of a Resolution Rejecting the Proposed Land Use Map and Zoning Map Amendments for 6900 188th Ave NE and Referring Policy Questions to the SB 6026 Work Program
 - a. Resolution No. 1629: A Resolution of the City Council of the City of Redmond, Washington, Denying a Proposal to Amend the Redmond Comprehensive Plan Land Use Map and Zoning Map that Was Included as Part of the 2025-26 Annual Docket of Comprehensive Plan Amendments and Referring the Associated Policy Issues to the Planning Commission for Further Study as Part of a Future Work Program
11. AM No. 26-090: Approval of the 2025 Legislative Conformance, Business Improvement, and Fences Zoning Code Amendments
 - a. Ordinance No. 3261: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, known as the Redmond Zoning Code, Addressing 2025 State Legislation, Conducting Miscellaneous Clean-Up, Improving Business Use of Regulations, Clarifying Fence and Retaining Wall

Regulations, Providing for Severability, and
Establishing an Effective Date

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

ITEMS REMOVED FROM THE CONSENT AGENDA:

4. AM No. 26-083: Approval of Authorization for Acquisition of the Heidelberg Materials Property located at 18816 NE Union Hill Rd, Redmond, WA, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project from HM Pacific Northwest, Inc.

MOTION: Councilmember Stuart moved to approve AM No. 26-083. The motion was seconded by Councilmember Kritzer.

Aaron Bert, Public Works Director, spoke to this item and responded to Councilmember inquiries.

VOTE: The motion to approve AM No. 26-083 passed without objection (7-0).

HEARINGS AND REPORTS

Public Hearing

- a. AM No. 26-091: Public Hearing for an Interim Official Control Regulating Commercial Drone Land Uses

Carol Helland, Director of Planning and Community Development, and staff provided a report to the Council and responded to Councilmember inquiries.

Mayor Birney opened the public hearing. The following persons spoke:

- Chris Kenny - representing Zipline, started delivering via drone years ago in other parts of the world, expanded into the United States, delivering goods directly to homes and businesses, reduces the amount of traffic on the streets, replacing car trips, supports Redmond's climate goals, safety;

- Hector Solimon-Valdez - representing Zipline, sites that can be used based on the current Interim Official Control;
- Jake Robinson - representing Zipline, layered setback restrictions, requests a change to the setbacks, aligns with Redmond 2050;
- Linda Seltzer - drone process and use cases, trial run, decibel noise from drones, multiple drones in an area combine the amount of noise;
- David Morton - concerns with private ownership of drone ports, data collection without consent, privacy safeguards are needed;
- Aparna Varadharajan - requesting a moratorium on drone uses, privacy issues, intended uses, data sharing, data sharing, surveillance, noise, property damage, trees; and
- Harish Kulkarni - transparent public debate, data collection, sale of the data, privacy protections.

Mayor Birney closed the public hearing.

Carol Helland, Director of Planning and Community Development, provided next steps and responded to Councilmember inquires.

MOTION: Councilmember Parsi moved to create a moratorium until we can hear from the Planning Commission and hold further Council deliberations. The motion was seconded by Councilmember Kritzer.

MOTION: Councilmember Stuart moved to amend Ordinance 3257, Section 3, in the Non-residential Use Table line for drone ports, change the "P" (permitted) to "N" (not permitted) for the MP (manufacturing park) and I (industry) zone. The motion was seconded by Councilmember Forsythe.

Following Councilmember discussion,

VOTE: The motion to amend passed without objection (7-0).

VOTE: The main motion as amended passed without objection (7-0).

Ombudsperson Reports:

Councilmember Forsythe reported receiving resident contacts regarding: ISA; noise ordinance; QFC opening; EID celebration; moving a historic carousel; bike rail on the staircase on East Lake Sammamish Trail; and Derby Days booth.

Councilmember Soni reported receiving resident contacts regarding: noise ordinance; interim official control; Pride Month event; renter controls; affordable housing; fireworks; ISA; parking lot; shade in the Downtown Park; elementary school groundbreaking; Seattle Metro Chamber of Commerce; civic youth event; and BAPS 5K.

Councilmember Kritzer reported receiving resident contacts regarding: youth civic summit; tenant protections; drones; noise ordinance; and Flock cameras.

Councilmember Nuevacamina reported regarding: noise ordinance; ALPRs; drones; utility rates; letters installed in Downtown Park; destruction from moto ebikes; and lifecycles of salmon.

Councilmember Prakriya reported receiving resident contacts regarding: youth civic summit and communicating with youth.

Committee Reports:

Councilmember Prakriya provided a committee report:

- Tenant Protections Subcommittee.

Councilmember Forsythe provided committee reports:

- Bike Everywhere Month; and
- Committee of the Whole - Planning and Public Works.

Councilmember Stuart provided committee reports:

- Sound Cities Association Public Issues Committee;
- Growth Management Planning Council; and
- OneRedmond Governmental Committee.

Councilmember Kritzer provided committee reports:

- OneRedmond Board;
- WRYA 8 Salmon Recovery Council; and
- Lodging Tax Advisory Committee.

Councilmember Soni provided a committee report:

- A Regional Coalition for Housing (ARCH).

Mayor Birney spoke regarding Sound Transit Board; Puget Sound Regional Council General Assembly; Cascade Water Alliance; and Redmond Week of Service.

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

- A. AM No. 26-092: Approval of Progressive Design-Build (PDB) Contract Amendment No. 1 with Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project

MOTION: Councilmember Forsythe moved to approve AM No. 26-092. The motion was seconded by Councilmember Parsi.

VOTE: The motion to approve passed without objection (7-0).

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council, the regular meeting adjourned at 9:14 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: June 16, 2026



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. SPC 26-057
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/31/2026
Check Date: 5/29/2026

Check Total:	\$	-
Direct Deposit Total:	\$	10,356.89
Wires & Electronic Funds Transfers:	\$	6,715.75
Grand Total:	\$	<u>17,072.64</u>

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

All Checks numbered **205510** through **205517**, and
Direct deposits number **205510** through **205517**, and
Electronic Fund transf **1985** & **1986**
are approved for payment in the amount of **\$17,072.64**
on this **29th day of May 2026**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/31/2026
Check Date: 5/29/2026

Total Checks and Direct deposit:	\$	11,479.67
Wire Wilmington Trust RICS (MEBT):	\$	5,592.97
Grand Total:	\$	<u>17,072.64</u>

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

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 5/16 - 5/31/2026
Check Date: 06/10/2026

Check Total:	\$	30,751.52
Direct Deposit Total:	\$	3,110,906.61
Wires & Electronic Funds Transfers:	\$	1,824,946.66
Grand Total:	\$	<u>4,966,604.79</u>

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

All Checks numbered **189142** through **189153** ,
Direct deposits numbered **205518** through **206350** , and
Electronic Fund transfers **1987** through **1991**
are approved for payment in the amount of **\$4,966,604.79**
on this **10th day of June 2026**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/16 - 5/31/2026
Check Date: 06/10/2026

Total Checks and Direct deposit:	\$	4,400,726.71
Wire Wilmington Trust RICS (MEBT):	\$	565,878.08
Grand Total:	\$	<u>4,966,604.79</u>

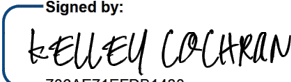
I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:

7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

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

Signed by:

706AE71EFDB1430...

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 18846 through 19131, and WIRE and ACH Transfers are approved for payment in the amount of \$849,901.43 this 16th day of June 2026.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-093
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Approval of Appointment and Reappointments to the Community Facilities District (CFD) 2016-01 Board of Supervisors

OVERVIEW STATEMENT:

Community Facilities District (CFD) 2016-01 was established on June 21, 2016, as a partnership between the City of Redmond and Microsoft. As amended on July 25, 2017, and September 17, 2024, the CFD is to fund multimodal and stormwater improvements. The CFD 2016-01 Board of Supervisors is made up of three members of the Redmond City Council and two Microsoft representatives. Under CFD regulations, the Redmond City Council must approve appointments and reappointments to the CFD Board of Supervisors.

Council is asked to confirm the appointment of Microsoft Representative Jordan Rash to the CFD 2016-01 Board of Supervisors to complete the term of former Microsoft Representative Mike Behn, expiring June 30, 2027.

Council is also asked to confirm the reappointments of Council Vice President Angie Nuevacamina and Microsoft Representative Don Marcy to the CFD 2016-01 Board of Supervisors. Their terms will expire June 30, 2029.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Facilities District (CFD) 2016-01 Formation and Commitment to Fund Documentation
- **Required:**
Community Facilities Districts are governed under RCW 36.145
- **Council Request:**
N/A

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

OUTCOMES:

On June 21, 2016, the Redmond City Council appointed the Board of Supervisors for the newly formed CFD 2016-01. Members first appointed to the Board of Supervisors serve for one and two years respectively from the date of their appointments, after which the term of office for each supervisor is three years or until a successor is appointed. A history of CFD 2016-01 Board of Supervisors appointments and reappointments can be found in attachment A.

Microsoft Representative Mike Behn has moved to a new position within Microsoft, and Microsoft has recommended that Jordan Rash be appointed to the CFD 2016-01 Board of Supervisors to fill the vacancy left by Mike Behn.

The current terms of Council Vice President Nuevacamina and Microsoft Representative Don Marcy expire June 30, 2026, and they both need to be reappointed to continue serving on the CFD 2016-01 Board of Supervisors.

With this approval, the Redmond City Council will confirm:

- The appointment of Microsoft Representative Jordan Rash to the CFD Board of Supervisors to complete the term previously held by former Microsoft Representative Mike Behn. Supervisor Rash’s term will expire June 30, 2027.
- The reappointments of Council Vice President Angie Nuevacamina and Microsoft Representative Don Marcy to the CFD 2016-01 Board of Supervisors. The terms of both Council Vice President Angie Nuevacamina and Supervisor Marcy will expire June 30, 2029.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/9/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Microsoft Representative Mike Behn has moved to a new position within Microsoft and can no longer serve as a Microsoft Representative on the CFD 2016-01 Board of Supervisors. Additionally, the current terms of Council Vice President Nuevacamina and Supervisor Marcy will expire June 30, 2026.

To ensure a full quorum of the CFD 2016-01 Board of Supervisors, an appointment should be completed as soon as possible to fill the vacancy left by Mike Behn. The reappointments of Council Vice President Nuevacamina and Microsoft Representative Don Marcy should be completed prior to June 30, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

If the appointment and reappointments are not approved, the CFD 2016-01 Board of Supervisors would be in violation of the foundational documents, and there would not be a quorum on the Board of Supervisors. Microsoft would not have any representatives on the CFD Board of Supervisors, and there would only be two City of Redmond Councilmembers appointed to the Board of Supervisors. Other appointments would need to be proposed to meet the terms of the CFD 2016-01 foundational documents and ensure a quorum.

ATTACHMENTS:

Attachment A: Community Facilities District (CFD) 2016-01 Board of Supervisors Appointment and Reappointment History

Community Facilities District (CFD) 2016-01 Board of Supervisors Appointment & Reappointment History

CFD 2016-01 Formation and Board of Supervisors Requirements

Community Facilities District (CFD) 2016-01 was formed on June 21, 2016, with resolution 1453. Per resolution 1453, pursuant to RCW 36.145.080, a five-member CFD Board of Supervisors was created, consisting of three members of the Redmond City Council and two representatives nominated by the petitioner (Microsoft). The supervisors shall be appointed by the Redmond City Council, and the term of office of each supervisor shall be three years and until a successor is appointed, except that the terms of the supervisors initially appointed shall be staggered as follows, as provided in their appointments: one member representing the Redmond City Council and one petitioner representative shall each serve a one-year term, and the other two members representing the Redmond City Council and the other petitioner representative shall each serve two-year terms.

CFD 2016-01 Board of Supervisors Appointments & Reappointments

June 21, 2016

- The Redmond City Council approved the appointment of the following initial CFD 2016-01 supervisors to one-year terms, expiring June 21, 2017.
 - Kim Allen, Redmond City Council
 - Don Marcy, Vice President, Cairncross & Hemplemann
- The Redmond City Council approved the appointment of the following initial CFD 2016-01 supervisors to two-year terms, expiring June 21, 2018.
 - Hank Margeson, Redmond City Council President
 - John Stilin, Redmond City Council Vice President
 - Jim Stanton, AICP, Senior Community Affairs Manager, Microsoft

February 21, 2017

- The Redmond City Council appointed Councilmember David Carson to serve on the Board of Supervisors for the remainder of former Councilmember Allen's term, expiring June 21, 2017.

June 20, 2017

- The Redmond City Council approved the reappointment of one-year termed members Councilmember David Carson and Microsoft Representative Don Marcy to three-year terms, expiring June 30, 2020.

**As part of the reappointment approval, the Redmond City Council also approved standardization of term dates for administrative consistency and tracking purposes. All term end dates were adjusted to June 30 of each last term year, and all new term starts became July 1 of each term renewal.*

- *The term end dates for Council President Hank Margeson, Council Vice President John Stilin, and Microsoft Representative Jim Stanton were all changed to June 30, 2018.*

Community Facilities District (CFD) 2016-01
Board of Supervisors Appointment & Reappointment History

January 2, 2018

- The Redmond City Council approved the appointment of Council President Angela Birney to serve on the Board of Supervisors for the remainder of former Councilmember Stilin's term, expiring June 30, 2018.

June 19, 2018

- The Redmond City Council approved the reappointment of two-year termed members Councilmember Hank Margeson, Council President Angela Birney, and Microsoft Representative Jim Stanton to their first full three-year term, expiring June 30, 2021.

February 18, 2020

- The Redmond City Council approved the appointment of Council President Tanika Padhye and Councilmember Vanessa Kritzer to serve on the Board of Supervisors for the remainder of former Councilmember Hank Margeson's term and former Council President Angela Birney's term, respectively, expiring June 30, 2021.

August 17, 2021

- The Redmond City Council approved the appointment of Microsoft Representative Marcia Jones to serve on the Board of Supervisors for the remainder of former Microsoft Representative Jim Stanton's term, expiring June 30, 2024.
- The Redmond City Council approved the following reappointments for three-year terms:
 - Council President Tanika Padhye, new term expiring June 30, 2024
 - Councilmember Kritzer, new term expiring June 30, 2024
 - Councilmember David Carson, new term expiring June 30, 2023
 - Microsoft Representative Don Marcy, new term expiring June 30, 2023

January 18, 2022

- The Remond City Council approved the appointment of Councilmember Melissa Stuart to serve on the Board of Supervisors for the remainder of former Council President Tanika Padhye's term, expiring June 30, 2024.

January 16, 2024

- The Redmond City Council approved the appointment of Councilmember Osman Salahuddin to serve on the Board of Supervisors for the remainder of former Councilmember David Carson's term, expiring June 30, 2026.

July 16, 2024

- The Redmond City Council approved the appointment Microsoft Representative Mike Behn to serve on the Board of Supervisors in the position previously held by Microsoft Representative Marcia Jones, with the term expiring June 30, 2027.
- The Redmond City Council approved the reappointment of Councilmember Melissa Stuart and Council President Vanessa Kritzer for new three-year terms, expiring June 30, 2027.

**Community Facilities District (CFD) 2016-01
Board of Supervisors Appointment & Reappointment History**

December 2, 2025

- The Redmond City Council approved the appointment of Councilmember Angie Nuevacamina to serve on the Board of Supervisors for the remainder of former Councilmember Osman Salahuddin's term, expiring June 30, 2026.
- The Redmond City Council approved the reappointment of Microsoft Representative Don Marcy, with the term expiring June 30, 2026.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-094
Type: Consent Item

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

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

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

TITLE:
Acceptance of \$20,000 Port of Seattle Tourism Advertising Grant

OVERVIEW STATEMENT:
Port funds will support geo-targeted Pay Per Click campaigns to target visitors with strong flight connections to SEA Airport. High-performing out-of-state markets will be targeted.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
EV-22 Support Redmond’s growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit.

Adopted 2024 Tourism Strategic Plan:

1.1: Promote Redmond as an intercultural destination by arts, events, and dining options.

1.6: Support Redmond’s transportation programs that provide visitor infrastructure.

1.11: Encourage extending leisure stays during business trips to facilitate additional nights for travelers to experience the destination’s offerings.

Adopted 2024 Economic Development Strategic Plan:

Action 3G.2. Support Redmond’s Tourism Program and the Tourism Strategic Plan to align the City’s tourism efforts for economic impact.

- **Required:**
(RCW) 67.28.1816:
- **Council Request:**
N/A
- **Other Key Facts:**
Timeline of Ads will target the tourism shoulder season of September 2026 - March 2027

OUTCOMES:

This advertising program is specifically structured to generate measurable overnight stays, increase shoulder-season occupancy, and grow visitor spending connected to SEA.

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:
\$30,000: \$20,000 Port Grant and \$10,000 lodging tax advertising budget

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000304 - Community and Economic Development

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
Lodging Tax

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/2/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

We need a signed contract with the Port of Seattle before we begin advertising.

ANTICIPATED RESULT IF NOT APPROVED:

We would not receive the \$20,000 Port of Seattle grant.

ATTACHMENTS:

Attachment A: Port of Seattle Tourism Advertising Grant Contract



SERVICE AGREEMENT – P-00322816

THIS CONTRACT is between the Port Seattle (the “Port”) and City of Redmond (the “Vendor”), who, in consideration of the mutual promises contained herein, agree:

1. PROGRAM

Vendor shall furnish the Program specified or indicated in the Contract Documents which are generally described as Contract for Promotion Programs (hereinafter also referred to as the “Program”) as specified herein.

2. CONTRACT TIME

The initial term of this Contract shall commence on the date of execution by the Port and shall not extend beyond December 31, 2027.

3. CONTRACT RATES

Payment will be made on a firm fixed price (lump sum) basis in accordance with the mutually agreed upon Milestones and Schedule of Fees set forth in the Scope of Work/Specific Requirements, Attachment B. The total potential compensation payable to Vendor shall not exceed Twenty Thousand Dollars (\$20,000.00). Said compensation shall fully compensate Vendor for all risk, loss, damages, or expense of whatever character arising out of the nature of the Program or the prosecution thereof; and for all expenses incurred in the consequence of the suspension or discontinuance of the Program as specified under this Contract.

4. ORDER OF PRECEDENCE

The provisions of this Contract are complimentary and shall be interpreted to give effect to all of its provisions. The Contract Documents set forth below represent the entire and integrated Contract between the Port of Seattle and the City of Redmond . Any inconsistency in the Contract Documents shall be resolved in the following order of precedence:

1. Contract Amendments Executed after Contract Award
2. The Contract
3. General Conditions, Attachment A
4. Successful Application and Project Scope of Work, Attachment B
5. Additional Attachments

The Contract Documents set forth above represent the entire and integrated Contract between the parties hereto.



The parties hereto have signed this Contract in duplicate. One counterpart each has been delivered to the Port and Vendor.

PORT OF SEATTLE

CITY OF REDMOND

By: William Zhou

By: _____

Procurement Officer II

Signature

Signature

Dated

Dated

Address for Giving Notice:
Port of Seattle, CPO - Procurement
P.O. Box 1209
Seattle, WA 98111
Phone (206) 728-5615

Address for Giving Notice:
15670 NE 85th St
Redmond, WA 98052
Email: Jlajor@redmond.gov
Phone: (425)556-2209

ATTACHMENT A - GENERAL CONDITIONS

GC-1 TITLES OR HEADINGS: The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the Contract Documents are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

GC-2 ABBREVIATIONS: Abbreviations may be utilized throughout the Contract Documents. Any such abbreviation, unless well-known technical, trade meaning commonly understood in the Vendor's industry, will be defined in the particular portion of the Contract Documents where it is used.

GC-3 INDEMNIFICATION AND HOLD HARMLESS:

A. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Contract (including, without limitation, product liability claims by persons who may subsequently purchase the Services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendors failure to comply with paragraphs GC-5, GC-6, GC-14 of these General Conditions); Provided, however, if and to the extent that these General Conditions are construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port, and (2) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

B. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the Contract Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

GC-4 COMPLY WITH ALL LAWS: The Vendor shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to those environmental laws and other laws listed in the Contract Documents and other laws referred to herein, which in any manner apply to the performance of this Contract. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

GC-5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT: During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the

requirements of the following non-discrimination statutes and authorities which are hereby incorporated; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- D. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- E. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
- G. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- H. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

GC-6 NON-DISCRIMINATION POLICY: It is the basic policy of the Port of Seattle to provide equal opportunity to the users of all Port services and facilities and all contracting entities. Specifically, the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers’ compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the Port’s employees, customers, consultants, Vendors, and



suppliers to the extent possible as required by law. Submission of a properly executed Contract constitutes a contractual commitment to the terms of this resolution.

GC-7 CONTRACT TIME: All time limits stated in the Contract Documents, specifically including the Contract Time, are of the essence of this Contract. While the Procurement Officer may, in certain circumstances, provide a written extension, reduction or waiver of certain time limits, the Contract Time may be extended or reduced only by Amendment.

GC-8 EXTENSIONS OF CONTRACT TIME; COMPENSATION:

- A. Force Majeure. If an extension of Contract Time is warranted as a result of force majeure, Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages PROVIDED VENDOR NOTIFIES THE PORT, IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. The extension of Contract Time will be limited to the period of time the Port determines the procurement was delayed/extended. All decisions by the Port regarding extensions of time shall be final.

- B. Reasonable Delays. The Vendor should anticipate that some reasonable delays, including those caused by normal weather patterns, will occur. The Vendor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.

- C. Non-Excusable and Non-Compensable Delays. Delays in the prosecution of the Services that could have been avoided by the exercise of due care, coordination and diligence on the part of the Vendor, its suppliers are neither excusable nor compensable under the Contract. No extension of Contract Time or increase in the Contract Sum shall be allowed for any claimed delay that is caused by or results from the breach, fault, negligence, or collusion of the Vendor, or its suppliers.

GC-9 AUDITS AND RETENTION OF RECORDS:

- A. The Port or its designee and other authorized representatives of the State of Washington shall have the right to inspect, audit or copy documents for the evaluation and determination of any issue related to the Contract or to the Vendor's performance thereunder, specifically including but not limited to any Claims brought by the Vendor or any supplier at all reasonable times.

- B. For the above-referenced purpose, all of the documents related to this Contract shall be open to inspection, audit, or copying by the Port or its designee:
 - During the Contract Time;
 - For a period of not less than six (6) years after the date of Contract Completion or termination of the Contract; and
 - If any Claim, audit, or litigation arising out of, in connection with, or related to this Contract is initiated, all documents and records shall be resolved or completed, whichever occurs later.
 - The Vendor shall retain the documents related to this Contract for the periods required above. The Vendor shall also ensure that the documents of all suppliers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit Paragraph into any agreements with suppliers related to this Contract.

- C. The Vendor, its suppliers shall make a good faith effort to cooperate with the Port and its

designees when the Port gives notice of its need to inspect or audit documents.

D. The cost of the audit shall be borne by the Port unless the results of such audit reveal a discrepancy of more than two percent (2%) reported in accordance with the Concession Fees requirement of the Contract for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Vendor, and Vendor shall promptly pay all additional fees owing to the Port. No additional compensation will be provided to the Vendor, its suppliers for time or money spent in complying with the requirements of this Audit Paragraph. If the Vendor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall notify the Port and preserve all documents, at its expense, as directed by the Port.

E. In the event that Vendor's books of accounts are not maintained in the Puget Sound region, they shall be made available for audit locally within five (5) business days of a request by the Port, or Vendor shall pay in full, any travel and related expenses of Port representative(s) to travel the location outside the Puget Sound region. In addition, The Port shall have the right to conduct a "surprise" audit not more frequently than twice every twenty-four months, and, in the event that Vendor's books and records are not maintained locally, Vendor shall further pay in full, any travel and related expenses of the Port representative(s) to travel the location outside the Puget Sound region for such "surprise" audit.

F. This Audit Paragraph shall survive for six (6) years after the termination or expiration of this Contract, or conclusion of all Claims, audits or litigation, whichever occurs later.

GC-10 TERMINATION:

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Contract at any time for any reason, by giving the other party thirty (30) days' written notice. In the event the vendor has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay Vendor the percentage of funds attributable to the Vendor's completed portion of the project.

B. **TERMINATION FOR DEFAULT:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor, the Port shall be entitled, by written or oral notice to the Vendor, to terminate the Contract for breach of any of the terms and to have all other rights against the Vendor by reason of the Vendor's breach as provided by law.

GC-11 REMEDIES: Any decisions by the Port to pursue any remedy provided for in paragraph GC-10 herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different, or subsequent breaches of this Contract.

GC-12 WAIVER: Failure at any time of the Port to enforce any provision of the Contract shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written Amendment signed by the parties hereto.

GC-13 PARTIAL INVALIDITY: If any provision of this Contract is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

GC-14 PUBLIC DISCLOSURE: Vendor acknowledges that the PORT may be required to disclose information provided by Vendor pursuant to the Washington State Public Disclosure Act (RCW Chapter 42.56). The PORT will determine whether any requested documents should be disclosed. In no event shall the Port be liable to Vendor for any disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

GC-15 GOVERNING LAW/VENUE: The laws of the State of Washington shall govern disputes concerning this Contract and the venue of any action relating hereto shall be in the Superior Court for the County of King, State of Washington.

GC-16 SUBCONTRACTING/ASSIGNMENT: Vendor shall not assign, transfer, or novate any part of this Agreement or any interest therein, nor shall this Contract or any interest there under be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the advance written consent of the Port.

GC-17 SERVICE OF NOTICES BY OR ON THE VENDOR: Any written notice required under the Contract to be given by or to the Vendor may, at the option of either party, be served on or by the Vendor by Electronic Transmission, personal service, certified or registered mail, or recognized overnight courier. Delivery of the notice will be made to the last address provided in writing to the Procurement Officer. Notices shall be deemed delivered: (i) when sent through via Electronic Transmission, (ii) when personally delivered; (iii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

GC-18 EXECUTION OF THE AGREEMENT FORM: The Contract is not binding upon the Port until the Contract is fully executed. No Proposer shall have a right, interest or claim with respect to the Contract or the Services until the Contract is fully executed. After being executed by the Port, the Vendor will receive a copy of the Agreement Form. Services prosecuted prior to the full execution of the contract is at the sole risk of the Vendor.

GC-19 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. CONSULTANT agrees that in all matters pertaining to the performance or carrying out of service under this Agreement, CONSULTANT shall at all times conduct business in a manner which complies with State and Federal law.
- B. It is the basic policy of the PORT to provide equal opportunity to the users of all PORT services and facilities and all contracting entities. Specifically, the PORT will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state, and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the PORT'S employees, customers, consultants, contractors, and vendors to the extent possible as required by law.

GC-20 PORT VALUES AND STANDARDS: CONSULTANT certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-human trafficking. CONSULTANT also acknowledges they will adhere to the Values and Standards of the PORT, included as Attachment D.

ATTACHMENT B - Successful Application and Project Scope of Work

1. Scope of Work:

Port funds will support geo-targeted Pay Per Click (PPC) campaigns with strong flight connections to Seattle-Tacoma International Airport (SEA), possibly including any of the following high-performing out-of-state markets or others as identified:

- Portland, OR
- Dallas, TX
- San Francisco, CA
- Los Angeles, CA
- New York, NY
- Washington, DC

These markets are identified through Placer.ai geofencing data and website origin analytics as top non-Washington visitor sources to Redmond.

Media placements will include:

- Google Search and YouTube
- Microsoft/Bing Search
- Meta (Facebook and Instagram)

Campaign messaging will promote:

- Redmond hotel packages and special offers
- Airport-to-Eastside connectivity
- Car-free access via Light Rail (opening March 2026)
- RedLink free shuttle service to 8 of 10 Redmond hotels
- Outdoor recreation, cycling, trails, and adventure tourism

The Port of Seattle logo will be included on all paid media funded through this program.

Campaign Objective:

Drive incremental overnight stays in Redmond from out-of-state visitors traveling via SEA.

2. Metrics/Measurable Outcomes:

- Impressions, CTR, CPC, CPM
- Placer.ai origin tracking from targeted markets
- Hotel partner reporting

3. Timeline / Schedule

Campaign Timeline:

September 2026 – March 2027

Primary Travel Emphasis:

November – March (Shoulder & Low Season)

4. Port Approval and Use of Port logo:

- a. All projects must identify the Port of Seattle (POS) as a partner or sponsor via use of the Port logo. Prior to advertising execution or implementation, POS requires a review/approval of the proposed placement and schedule of the POS logo.
- b. POS may request periodic project updates from its co-operative partner.

5. Payment by the Parties:

- a. Port shall contribute **\$20,000** to the total cost of expenses incurred by the Vendor.
- b. Vendor shall contribute a minimum of **\$10,000** in match funds. If your stated match fund amount is more than 50% of Port awarded funds, you will be held accountable for the higher stated match fund and will need to provide documentation for the higher stated match fund amount as well as for all Port awarded funds.
- c. Any expenses or receipts dated before this contract is fully executed cannot be submitted as reimbursable expenses or match funds. Only expenses made during the contract period are eligible.

6. Port awarded funds and Match funds: 2 to 1 Ratio Required

Complete and refer to the following listed contract fund allocation. The Port will require vendor to provide documentation for all actual paid Port awarded fund expenditures and actual paid match fund expenditures in your final report. All expenses must be paid by November 2027.

Expense Description	Total	Port Funds	Match Funds
Digital Ads	\$30,000	\$20,000	\$10,000

Any funds obtained from the Port for tourism activities are to be used specifically, once approved, for projects which are detailed in the Scope of Work. The focus of the Scope of Work should be aligned with increasing the number of out-of-state visitors (and/or boosting out-of-state visitors' spend within WA State) who will use Port facilities; SEA International Airport, cruise terminals and/or recreational marinas.

Staff Time

For Tier 1 grants, up to 25% of the required match funds may be staff administrative time that directly support the project and is to be reported in the final report. For Tier 2 grants, this increases to 50%.

Staff time is considered eligible provided it is specifically allocated to the contribution, review, management, or oversight of the project. Staff time is not an eligible Port fund expense. Staff time is considered eligible provided it is specifically allocated to the contribution, review, management, or oversight of the project.

7. Mid-term Report:

The vendor must submit a mid-term report which includes:

- a. An excel sheet outlining expenses paid labeled by:
 - Expense description
 - Company
 - Invoice/Receipt Number
 - Invoice/Receipt Date
 - Invoice/Receipt Amount
 - Port amount
 - Match Fund amount (if any)

- b. All eligible receipts for expenses paid between the contract execution date and December 1, 2026.

8. Final Report Requirements:

- a. Upon project completion, a final report must be submitted and approved by the Port of Seattle in order for the awarded funds to be disbursed. The final report must include:
 - Summary Narrative – Detailed scope of work accomplished, outcomes, metrics collected, description of project connection to Port facilities
 - Demonstrated use of the Port logo
 - Expense List & Receipts – A completed Expense Tracking List that includes all project-related expenses (Port of Seattle will provide the Expense Tracking List template) accompanied by copies of all paid invoices/receipts for each listed expense.
- b. The final report must be submitted to the Port on/before the final report due date for review and approval. Upon approval of the final report and supporting documentation, the awarded organization may invoice the Port for the awarded fund amount.
- c. Final report due date: Upon project completion, or no later than November 30, 2027

9. Miscellaneous:

No Port funds can be used to underwrite general or capital expenses associated with a tourism event or program already in progress.

ATTACHMENT C
TITLE VI
NON-DISCRIMINATION AND AFFIRMATIVE ACTION
SUPPLEMENTAL CONDITIONS

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not necessarily limited to:
 - a. withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
5. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
7. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
8. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



ATTACHMENT D

STATEMENT OF VALUES, STANDARDS, AND EXPECTATIONS FOR THIRD PARTIES

As part of the PORT’s ongoing commitment to excellence and ethical practices, this document outlines the values and compliance standards that will be integral to all contracts executed by our organization. The PORT’s goal is to partner with Contractors, Consultants, and Suppliers who uphold the highest standards in human health, safety, environmental responsibility, and social equity.

The PORT has joined with the Associated General Contractors of America and AGC of Washington in its [Culture of CARE initiative](#). The PORT is also committed to combatting and eliminating human trafficking. [Learn more](#) about how to educate your workforce on anti-human trafficking efforts.



In line with the PORT values and Standards, we are dedicated to the following:

Environmental Responsibility: Commitment to adhering to all relevant environmental laws and regulations, ensuring the protection of human health, safety, and the environment.

Worker Safety: Compliance with all occupational safety and health regulations, ensuring a safe working environment for all employees.

Labor Laws: Adherence to all state and federal labor laws, including wage payment and minimum wage laws, ensuring fair treatment and compensation for all workers.

Anti-Discrimination: Compliance to all anti-discrimination laws and regulations, fostering an inclusive and respectful workplace.

Anti-Human Trafficking: Compliance with the Trafficking Victims Protection Act, ensuring that our operations are free from any form of human trafficking.

The PORT’s values are also encapsulated in its [RAISE framework](#), guiding any actions that we take.

Respect: We uphold the dignity and value of every person.

Anti-racism and Equity: We commit to dismantling institutional racism and ensuring equitable opportunities for all.

Integrity: We are honest, accountable, and ethical in all our dealings.

Stewardship: We honor and care for the resources entrusted to us for the benefit of future generations.

Excellence: We promote excellence through continuous improvement and innovation.

By integrating these commitments and values into every contract, the PORT aims to create a work environment that is safe, fair, and respectful for all, while also striving for excellence and sustainability.

By submission of a submittal/proposal, the Submitter/Proposer certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-



human trafficking. The Submitter/Proposer is also acknowledging that it will adhere to the Values and Standards of the PORT.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-095
Type: Consent Item

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

Public Works	Aaron L. Bert	425-556-5814
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DEPARTMENT STAFF:

Finance	Jeanette St. Paul	Capital and Grant Analyst
Public Works	Chris Stenger	Deputy Public Works Director

TITLE:

Authorization to Accept Washington State Department of Commerce Grant Funding for the Redmond Asbestos Cement Pipe Replacement Project

OVERVIEW STATEMENT:

Council will be asked to authorize acceptance of a \$970,000 grant from the Washington State Department of Commerce Local Community Projects Program for the Redmond Asbestos Cement Pipe Replacement Project located along Avondale Road and NE Novelty Hill Road upstream of Bear Creek.

The grant funding will support design and construction activities associated with replacement of deteriorating asbestos cement (AC) water mains with ductile iron (DI) pipe as part of the existing Pavement Management - Avondale Road (NE 90th Street to Novelty Hill Road) Capital Improvement Program project.

Key project elements include:

- Surveying and permitting
- Engineering and design services
- Site preparation and mobilization
- Removal of existing asbestos cement water mains
- Installation of new ductile iron water mains and associated fittings
- Testing and commissioning
- Site restoration and demobilization

The project provides several public benefits including:

- Improving reliability and long-term performance of the City’s water distribution infrastructure
- Improving drinking water system resiliency and service reliability for residents
- Reducing the potential for water main failures and emergency repairs
- Protecting water quality and reducing risks of turbidity and pollutants reaching Bear Creek and downstream salmon habitat
- Leveraging state grant funding to offset existing City Water Capital Fund expenditures

The Department of Commerce awarded the funding through a direct legislative appropriation under Substitute Senate

Bill 5195, Laws of 2025, Section 1027. The City has completed all required pre-contracting requirements associated with the grant agreement, including Department of Archaeology and Historic Preservation (DAHP) coordination, Tribal notification requirements under Executive Order 21-02, insurance documentation, and site control verification.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Water System Plan; Capital Improvement Program; Pavement Management Program
- **Required:**
Authorization required to execute Grant Agreement No. 26-96647-234 with the Washington State Department of Commerce.
- **Council Request:**
None
- **Other Key Facts:**
On November 18, 2025, Council approved Budget Adjustment #4 for the 2025-2026 Biennial Budget, appropriating \$970,000 in Washington State Department of Commerce grant funding into the Water Capital Projects Fund (403). The grant funding is intended to supplant existing City funding previously allocated to the project.

The total project budget is \$3,273,146, consisting of:

- \$970,000 State Capital Budget Grant Funds
- \$2,303,146 Local Funds from the City Water Capital Fund

The Department of Commerce grant is reimbursement-based and includes a 5% retainage holdback pending project completion verification. The project is anticipated to be completed by November 2027.

OUTCOMES:

Approval of the grant agreement will allow the City to proceed with reimbursement of eligible project costs associated with replacement of aging asbestos cement water infrastructure while reducing the financial burden on the Water Capital Fund.

The project will improve water system reliability, reduce long-term maintenance risks, and support environmental protection efforts within the Bear Creek watershed.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

- Coordination completed with Washington State Department of Commerce
- DAHP and Tribal consultation completed pursuant to Executive Order 21-02
- Coordination with internal Public Works engineering and utility staff
- Project is part of the adopted Capital Improvement Program and ongoing Pavement Management work along Avondale Road

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$3,273,146

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
2025-2026 Budget Adjustment #4

Budget Priority:
Healthy and Sustainable Infrastructure

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

If yes, explain:

The grant funding reimburses eligible project costs and reduces reliance on Water Capital Fund revenues previously allocated for the project. The City remains responsible for local matching funds and any non-reimbursable project costs.

Funding source(s):

- Washington State Department of Commerce Local Community Projects Grant - \$970,000
- City Water Capital Fund - \$2,303,146

Budget/Funding Constraints:

Grant reimbursements are limited to eligible expenses within the approved scope of work and subject to Department of Commerce reimbursement requirements and retainage provisions.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/2/2026	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

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

Grant agreement execution is required to allow reimbursement of eligible project expenditures and maintain project delivery schedule.

ANTICIPATED RESULT IF NOT APPROVED:

Failure to approve the grant agreement may result in loss of \$970,000 in state funding and increased reliance on City Water Capital Funds to complete the project.

ATTACHMENTS:

Attachment A: Washington State Department of Commerce Grant Agreement No. 26-96647-234

Attachment B: Project Budget Summary

Attachment C: Project Location Map



Grant to

City of Redmond

through

The Local Community Projects Program

For

Redmond Asbestos Cement Pipe Replacement

DRAFT

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DRAFT

FACE SHEET

Grant Agreement Number: 26-96647-234
Project Name: Redmond Asbestos Cement Pipe Replacement
Washington State Department of Commerce
Local Government Division
Local Community Projects

1. GRANTEE City of Redmond 15670 NE 85 th ST PO Box 97010 Redmond, WA 98052		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Jeanette St. Paul Capital and Grant Analyst (425) 556-2910 jstpaul@redmond.gov		4. COMMERCE Representative Katrina Perez Program Manager (360) 688-6127 Katrina.Perez@commerce.wa.gov	
5. Grant Amount \$970,000.00		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Upon Final Signature		8. End Date June 30, 2027, if funds are not reappropriated; June 30, 2029, contingent on reappropriation	
9. Award Method Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>		NOFO/RFX # N/A	
		Proviso # Substitute Senate Bill 5195, Laws of 2025, Section 1027	
10. Tax ID # 91-6001492	11. SWV # SWV0003729-00	12. UBI # 176-000-016	13. UEI # XK1UCKFKU3N9
14. Grant Agreement Purpose The purpose of this performance-based Grant Agreement is to provide funding for Redmond Asbestos Cement Pipe Replacement, a legislatively approved project that furthers the goals and objectives of design and construction of the project which is located at Avondale Road and NE Novelty Hill which is upstream from Bear Creek as described in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Project Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, Attachment E – Certification of LEED, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).			
FOR GRANTEE _____ Kelley Cochran, Finance Director _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date	
		TEMPLATE APPROVED AS TO FORM ONLY <u>Lisa Koperski, Assistant Attorney General, on 07/23/2025</u>	

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between City of Redmond, a unit of Local Government and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2025, Chapter 414, Section 1027 made an appropriation to support the 2026 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

WHEREAS, the Project is one component of a larger multiphase project, which will result in a broader initiative to upgrade aging water infrastructure. The Avondale/Northeast Novelty Hill Road neighborhood was prioritized due to its direct impact on Bear Creek. Future phases may include similar upgrades in adjacent neighborhoods within the watershed to further enhance system reliability and environmental protection.

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$970,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE demonstrating and certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- i. Eligible Project expenditures prior to the execution of this Grant Agreement.

- ii. Cash dedicated to the Project.
- iii. Funds available through a letter of credit or other binding loan commitment(s).
- iv. Pledges from foundations or corporations.
- v. Pledges from individual donors.
- vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii. In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. SITE CONTROL

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for-profit organizations, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes and local governments, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;

- ii. Permits and fees;
- iii. Labor and materials;
- iv. Taxes on Project goods and services;
- v. Capitalized equipment;
- vi. Information technology infrastructure; and
- vii. Landscaping.

E. Other costs authorized through the legislation.

For Direct Appropriations, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget effective date unless the Project's scope of work as approved by the legislature includes such work.

For competitively-awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimburse for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of COMMERCE's disbursement of payment, and before any subsequent reimbursement request is made. Proof of payment must be provided at the time the final grant reimbursement is requested.

A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or as soon as possible after the end of the State biennium but in no case later than [15] calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received.

In the event that the Grant Agreement is executed or the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as

identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project updates to their COMMERCE Representative quarterly or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy or other COMMERCE-approved evidence of completion. The evidence of completion must be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

COMMERCE shall complete and send a Grant Closeout Correspondence when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

The GRANTEE shall respond to confirm receipt of the Grant Closeout Correspondence when there are grant funds remaining at closeout that will be de-obligated.

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
 - a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any).

Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B).

b. Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
4. Fidelity Insurance for Organizations with No Employees.

Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not

have any employees (including, but not limited to, volunteers, work-study placements, and interns).

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name “the State of Washington Department of Commerce, its agents, officers, and employees” as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days’ advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days’ advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications, at COMMERCE’s request and until six (6) months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE’s request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. GRANTEE’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self- insurance, evidencing continued coverage under GRANTEE’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project

- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely

by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A.** The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, its discretion, make modifications to Grant Amounts associated with line item(s) in Attachment B (Project Budget) that will not increase the Grant Amounts associated with line item(s) by more than 20%.
- B.** The GRANTEE shall notify COMMERCE in writing by email when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the Grant Amounts associated with line item(s) by more than 20%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 20% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE by email, and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

- A. Taxpayers of Washington State as participant in funding Project**
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.
- B. Ensure coordinated Climate Commitment Act branding.**
If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation,

any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "This project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- ii. Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a. any Project website or webpage that includes logos from other funding partners; and/or
 - b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys’ fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are required to procure audit services, at the request of COMMERCE, and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of

COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns

all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

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

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

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

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A.** During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Grant Agreement pursuant to RCW 49.60.530(3).
- C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may

terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

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

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

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

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant

Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subgrantees/ subcontractors.

- F. The GRANTEE shall maintain written procedures related to subgrantees/subcontractors as well as copies of all subgrants and subcontracts and associated records. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its procedures for subgrantees/subcontractors as they relate to this Grant Agreement; (b) prohibit the GRANTEE from hiring subgrantees/subcontractors with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant or subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.
- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is

determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

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

46. TERMINATION OR SUSPENSION FOR LOSS OR REDUCTION OF FUNDING

The Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit the expenditure or commitment of state funds in the absence of appropriation. In the event that funding or appropriation is not available at the time the request for reimbursement and supporting documentation are submitted, the issuance of payments will be delayed or suspended until such time as funds or appropriation become available. If funding does not become available within a reasonable time, COMMERCE may terminate the Grant Agreement, by notice to the GRANTEE Representative. Termination shall be effective as of the date of suspension.

If the Grant Agreement amount is not fully drawn down and should the Washington State Legislature fail to enact a budget appropriating funds to fulfill the contractual obligation outlined in this Grant Agreement by midnight of June 30 of each odd-number year, the GRANTEE shall immediately suspend all reimbursable work under this Grant Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled. COMMERCE shall notify the GRANTEE immediately upon the lifting of the suspension.

Further, should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

47. TERMINATION PROCEDURES

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

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the

Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

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

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

48. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

49. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Redmond for design and construction of the Redmond Asbestos Cement Pipe Replacement project located at Avondale Road and NE Novelty Hill which is upstream from Bear Creek.

This will include, but not be limited to, the design and construction for the replacement of deteriorating asbestos cement (AC) water mains with ductile iron (DI) pipes. Key activities include surveying and permitting, engineering and design work, and site preparation and mobilization. Along with removal of the existing AC pipe and installation of the new DI pipe and necessary fittings. Lastly, activities include testing and commissioning, site restoration and demobilization.

This project will serve as a benefit to the public by improving the drinking water quality for residents while also reducing the risks to salmon populations by preventing turbidity and pollutants from reaching Bear Creek.

This project is anticipated to be completed by November 2027.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Architecture & Engineering	\$521,000.00
Construction	\$2,752,146.00
Total Project Budget	\$3,273,146.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Funds	Amount	
Local Funds-City Water Capital Fund	\$2,303,146.00	
Total Non-State Funds	\$2,303,146.00	
State Funds	Amount	
State Capital Budget	\$970,000.00	
Total Non-State and State Funds	\$3,273,146.00	
Holdback:	5%	\$48,500.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**ATTACHMENT E - CERTIFICATION OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
(LEED)**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

GRANTEE

TITLE

DATE

CIP Project Information Sheet

Project Name: Pavement Management - Avondale Road (NE 90th Street to Novelty Hill Road)

Project Status: Existing

Functional Area(s): Transportation, Water

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

Neighborhood: Bear Creek

Time Frame: 2024-2028

Budget Priority: Vibrant and Connected

Citywide Rank: 32

Functional Area Priority: High

Location: Avondale Road - NE 90th Street to Novelty Hill Road

Description:

Rehabilitate and overlay pavement to extend useful life.

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

Finished pavement has a pavement condition index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance). Water main and services under Avondale Road are at the end of their life cycle and will be replaced prior to the overlay.

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

Project approved in the 2023-2028 CIP budget process.

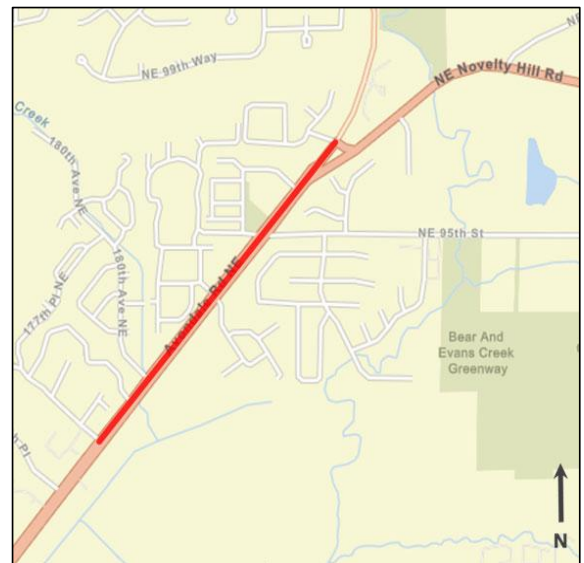
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$977,321	\$3,499,493	\$3,499,493	\$1,711,173	\$1,679,286				\$11,366,766
Approved Changes									
Current Approved Budget	\$977,321	\$3,499,493	\$3,499,493	\$1,711,173	\$1,679,286				\$11,366,766
Proposed New Budget	\$304,819	\$1,996,484	\$3,557,751	\$4,260,860					\$10,119,914
Proposed changes due to	<input type="checkbox"/> Scope Change	<input checked="" type="checkbox"/> Schedule Change	<input checked="" type="checkbox"/> Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$304,819	\$152,412							\$457,231
Right of Way		\$80,638							\$80,638
Design (31-100%)		\$1,266,174	\$562,827						\$1,829,001
Construction			\$2,344,760	\$3,521,143					\$5,865,903
Contingency		\$497,260	\$650,164	\$739,717					\$1,887,141
Total	\$304,819	\$1,996,484	\$3,557,751	\$4,260,860					\$10,119,914

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

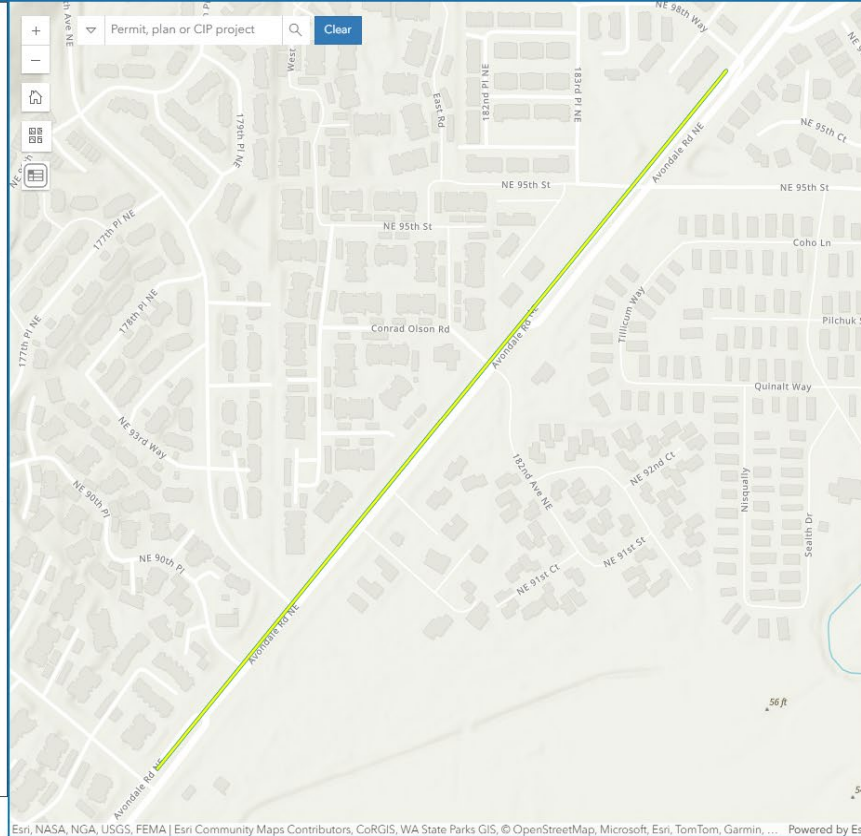
Explanation: No M&O costs expected.

Proposed Funding Source:	Prior	2025-2030	Future	Total
General Fund	\$185,000	\$300,000		\$485,000
Transportation Benefit District	\$24,661	\$2,612,266		\$2,636,927
Real Estate Excise Tax		\$2,674,841		\$2,674,841
Water CIP	\$95,158	\$3,177,988		\$3,273,146
Transportation CIP		\$1,050,000		\$1,050,000
Total	\$304,819	\$9,815,095		\$10,119,914



Avondale Road Pavement (NE 90th - Novelty Hill Road)	
Description: Replacing water pipes in Avondale Road	
Status:	Design
Type:	Water
Neighborhood:	Bear Creek
Location:	Avondale Road between NE 90th St and Novelty Hill Road
Contact Name:	Deepali Jodh
Contact Phone:	425-556-2402
Completed Date:	N/A
Modified Date:	1/28/2025

Avondale Road Pavement (NE 90th - Novelty Hill Road)	
Description: Replacing water pipes in Avondale Road	
Status:	Design
Type:	Water
Neighborhood:	Bear Creek
Location:	Avondale Road between NE 90th St and Novelty Hill Road
Contact Name:	Deepali Jodh
Contact Phone:	425-556-2402
Completed Date:	N/A
Modified Date:	1/28/2025



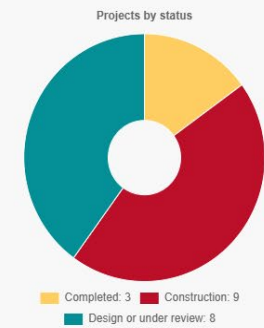
Project Type
City Projects

Project Subtype
Any

Neighborhood
Any

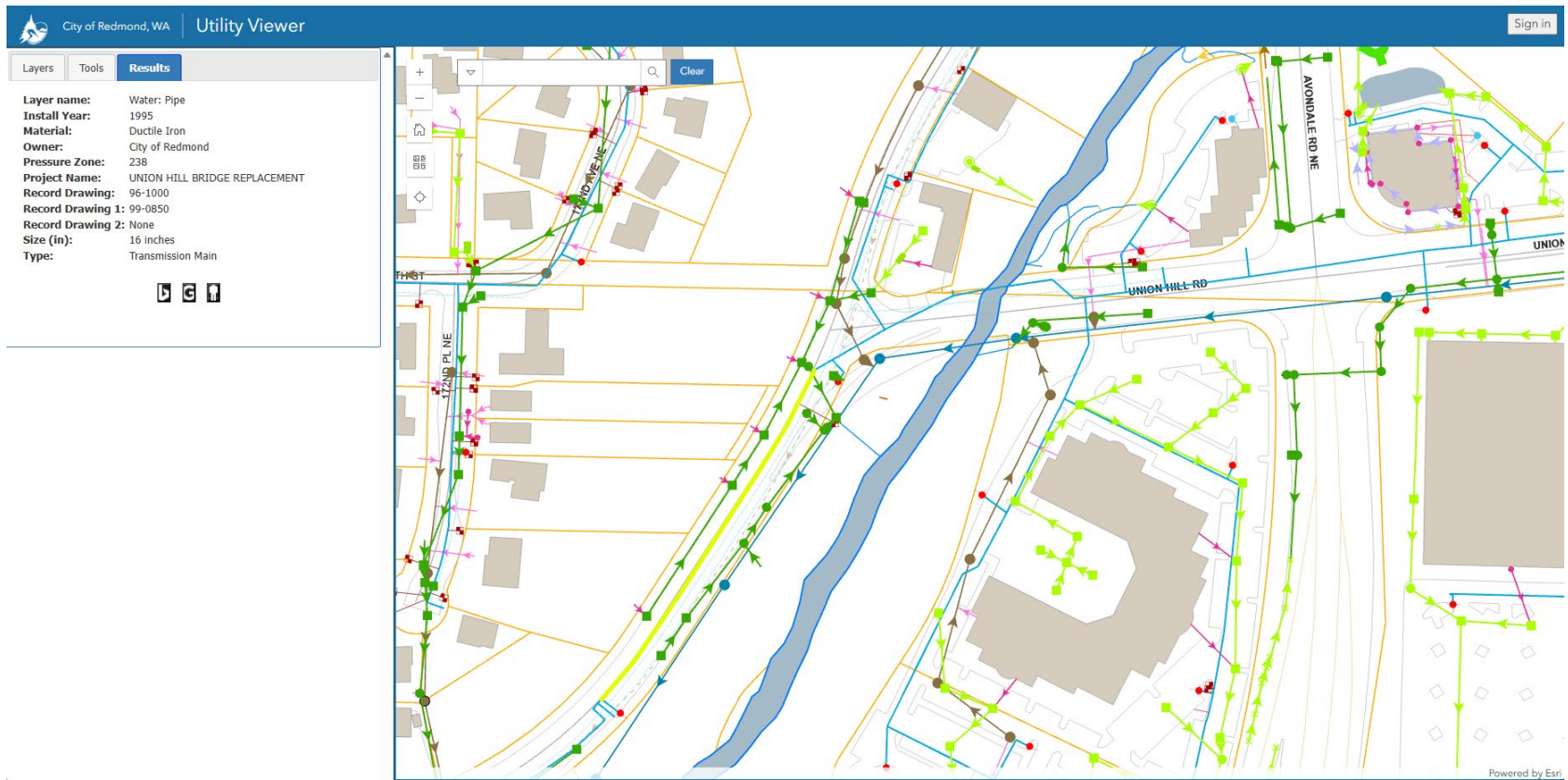
Project Status
Any

Start Year
Any



[Projects Viewer](#)

[Avondale Road Pavement \(NE 90th - Novelty Hill Road\) | Redmond, WA](#)



Utility Map of Avondale Road: [Utility Viewer](#)

King County Parcel Viewer
KCGIS Center

You're in: KCGIS Center » Property Research » Parcel Viewer

by: Address Search Find Intersection Zoom to Advanced tools Basemaps Print ?

Search results

Selected parcel(s)

New selection Add to selection

Export Clear

Selected parcels: 1

Parcel number	Address
8079150020	9805 AVONDALE RD NE 98052

King County Parcel Viewer Close up in vicinity of NE Novelty Hill Road off Avondale.

King County Parcel Viewer
KCGIS Center

You're in: KCGIS Center » Property Research » Parcel Viewer

by: Address Search Find Intersection Zoom to Advanc

Search results

Selected parcel(s)

New selection Add to selection

Selected parcels: 1

Parcel number	Address
<input checked="" type="checkbox"/> 0125059080	17771 NE 90TH ST 98052

Map layers

0 50 100ft

King County Parcel Viewer Close up in vicinity of NE 90th off Avondale.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-096
Type: Consent Item

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

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

Public Works	Deepali Jodh	Project Manager
Public Works	Adnan Shabir	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Acting Deputy Public Works Director

TITLE:

Award Construction Contract to Earthworks Solutions, LLC., of Arlington, WA, in the Amount of \$1,832,795, for the ADA Curb Ramp 2026 Project, and Increase the Total Funding for this Project

OVERVIEW STATEMENT:

Upgrade 45 curb ramps in the Grass lawn and Education Hill Neighborhoods to meet current Americans with Disabilities Act standards. Public Works is requesting to award the construction contract for the ADA Curb ramp project, Project No. 2515, to Earthworks Solutions, LLC in the amount of \$1,832,795.47.

Public Works is requesting council authorization of \$767,270 in additional funding for the project to pave 104th Street from 179th Ave NE to 184th Ave NE. Public Works is also requesting to transfer \$883,305 from project #2520-316. Project 2520 overlapped with the scope of this project, and it's more efficient to include the work on this project.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Capital Investment Program
 - Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective

replacement.

- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the June 16, 2026, Council business meeting.

OUTCOMES:

Approving this action keeps the City on the path to completing construction of the project, which will improve safety, reliability and compliance. It also improves safety and accessibility around two schools.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
Temporary construction permits were negotiated with affected property owners. Pre-project construction coordination meeting was held with LWSD.
- **Feedback Summary:**
Construction activity is proposed during the school break to minimize disruption to the school and will be coordinated with school construction activities.

BUDGET IMPACT:

Total Cost:
\$1,832,795.47

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:

Public Works is requesting an additional \$767,270 plus a transfer of \$883,305 from project #2520-316 to complete the project.

Funding source(s):
Transportation CIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/2/2026	Committee of the Whole - Planning and Public Works	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

Award of bid must occur within 60 days of the bid opening or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying construction until summer 2027, increasing the cost to complete the project. Construction must occur during the school summer break; any delays will postpone it to summer 2027.

ATTACHMENTS:

Attachment A: ADA Curb Ramp Project Information Sheet

Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: Americans with Disabilities Act (ADA) Improvements - Transportation Curb Ramp Project

Project Status: Existing

Functional Area(s): Transportation

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

Neighborhood: Citywide - Multiple

Time Frame: 2023-2028

Budget Priority: Vibrant and Connected

Citywide Rank: 66

Functional Area Priority: Low

Location: Citywide in multiple locations

Description:

Install missing or replace non-compliant ADA ramps according to prioritized list, with a specific number of ramps upgraded each year.

Anticipated Outcomes: **Primary:** Code Requirement **Secondary:** New ramps meet current ADA standards ensuring residents can fully access City services.

Request: **Primary Reason(s):** Budget Process
 Project approved in the 2023-2028 CIP budget process.

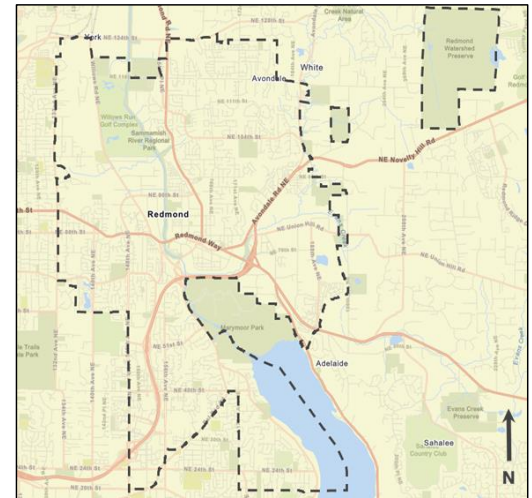
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$600,000	\$300,000	\$300,000						\$1,200,000
Approved Changes	-\$600,000	\$150,000	\$450,000						
Current Approved Budget		\$450,000	\$750,000						\$1,200,000
Proposed New Budget		\$161,913	\$2,688,662						\$2,850,575
Proposed changes due to <input checked="" type="checkbox"/> Scope Change <input type="checkbox"/> Schedule Change <input checked="" type="checkbox"/> Budget Change									

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)		\$161,303	\$221,637						\$382,940
Construction		\$609	\$2,145,144						\$2,145,753
Contingency			\$321,882						\$321,882
Total		\$161,913	\$2,688,662						\$2,850,575

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Transportation CIP		\$1,807,270		\$1,807,270
Transfer from project 2520-316		\$883,305		\$883,305
Transfer from Paving Program #2346-		\$160,000		\$160,000
Total		\$2,850,575		\$2,850,575



Attachment B – Additional Project Information

ADA Curb Ramp Project-2026

Project Discussion

Upgrade 45 curb ramps in the Grass lawn and Education Hill Neighborhoods to meet current Americans with Disabilities Act standards. Pedestrian and bicycle improvements along NE 104th to install median islands at 3 intersections, painted bike buffers, one new marked flashing crosswalk, 3 solar flashing crosswalk upgrades, new HMA restoration, and channelization. Added pavement work on 104th St between 179th AVE and 184th AVE due to poor PCI 55.

Project-Related Community/Stakeholder Outreach

Construction easements are needed for single-family and the Lake Washington School District (LWSD). Coordination with LWSD on construction scheduling for their project to avoid work when school is in session.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on 05/07/2026 and 05/13/2026. Bids were received and opened on 05/21/26. The City received Six bids, which are summarized below.

Bidder	Bidder Location	Bid Amount
Earthwork Solutions LLC	Arlington, WA	\$1,832,795.47
Midmountain Contractors, Inc	Bellevue, WA	\$2,269,740.50
Gary Merlino Construction Co., Inc	Seattle, WA	\$2,283,157.00
Kamins Construction Inc.	Bothell, WA	\$2,370,273.10
Granite Construction Company	Everett, WA	\$2,760,805.00
A-1 Landscaping and Construction, Inc	Snohomish, WA	\$2,792,989.00
Engineer's Estimate		\$2,536,115.00

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding the contract to Earthwork Solutions LLC.

Fiscal Information

Current Project Budget

Transportation CIP	<u>\$1,200,000</u>
Total Funding	\$1,200,000

Estimated Project Costs

Design	\$382,940
Contingency	<u>\$321,882</u>
Total Estimated Project Cost	\$2,850,575

Project Funding	\$1,200,000
Budget Difference	\$1,650,575

Proposed funding addition

Transportation CIP	\$607,270
Transfer from Paving Program #2346-096	\$160,000
Transfer from project #2520-316	<u>\$883,305</u>
Total Addition	\$1,650,575



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-097
Type: Consent Item

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

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

Public Works	Aaron Noble	Project Manger
Planning and Community Development	Micah Ross	Senior Planner
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Acting Deputy Director

TITLE:

Award of Construction Contract to NPM Construction of Maple Valley, WA, in the Amount of \$602,756, and Approval of Consultant Services Agreement Supplement 07 with Perteet, in the Amount of \$47,156, for the NE 70th Shared Use Path Project

OVERVIEW STATEMENT:

Construct a Shared-use pedestrian and bicycle path in the in the right-of-way of NE 70th with a 12-foot concrete path from Redmond Way to 180th Ave NE. Upgrades will include new crosswalk and intersection improvements at 70th and Redmond Way.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

Public Works is requesting this item go forward for Council approval at the June 23, 2026, Council business meeting.

OUTCOMES:

This project will complete the shared use path installed NE 70th Street between SR 202 and 180th Ave NE. The project will increase safety by installing bike lanes, bike signal improvements, and lighting along the shared-use path.

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:
\$3,116,863

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:
N/A

Funding source(s):
Transportation CIP

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/2/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Award of bid must occur within 60 days of the bid opening (which occurred on May 28, 2026) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying construction, increasing the cost to complete the project. While delayed, the public does not get the benefit of the fully realized shared-use path, and prices can increase.

ATTACHMENTS:

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: Perteet Supplement 07



CIP Project Information Sheet

Project Name: NE 70th Shared Use Path (formerly NE 70th St Extension - Redmond Way to 180th Ave NE)

Project Status: Existing - Revised

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Southeast Redmond

Time Frame: 2022-2026

Budget Priority: Vibrant and Connected

Citywide Rank: 104

Functional Area Priority: High

Location: NE 70th from Redmond Way to 180th Avenue NE

Description:

Shared use pedestrian and bicycle path in the 70th Street right-of-way with a 12-foot concrete path from Redmond Way to 180th Ave NE. Upgrades will include new crosswalk and intersection improvements at 70th and Redmond Way.

Anticipated Outcomes: **Primary:** Upgrade/Enhancement **Secondary:** Improved bicycle and pedestrian connectivity to new Sound Transit light rail station.

Request: **Primary Reason(s):** Budget Process
Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$4,547,483	\$691,653							\$5,239,136
Approved Changes	-\$3,612,441	\$1,152,952	\$337,216						-\$2,122,273
Current Approved Budget	\$935,042	\$1,844,605	\$337,216						\$3,116,863
Proposed New Budget	\$992,860	\$234,795	\$1,237,762						\$2,465,418

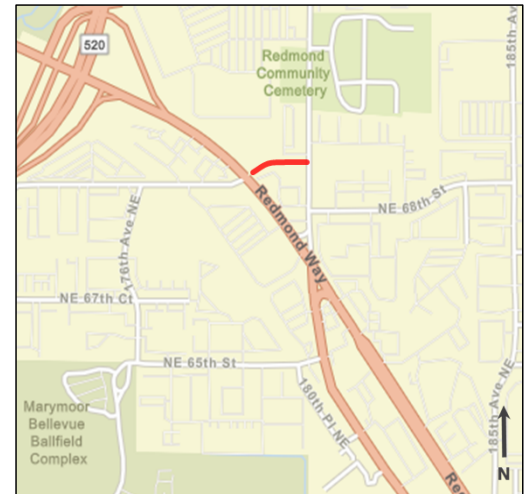
Proposed changes due to Scope Change Schedule Change Budget Change

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)									
Right of Way	\$18,586	\$13,843	\$199						\$32,627
Design (31-100%)	\$966,884	\$107,551	\$199,873						\$1,274,309
Construction	\$7,390	\$113,402	\$798,223						\$919,015
Contingency			\$239,467						\$239,467
Total	\$992,860	\$234,795	\$1,237,762						\$2,465,418

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost				\$1,000	\$1,000	\$1,000	\$1,000	ongoing	\$4,000

Explanation: Additional funding for sweeping new roadway extension and maintaining channelization and signage.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Business Tax	\$156,037	\$364,483		\$520,520
Grant				
Impact Fees	\$836,823	\$1,108,074		\$1,944,898
Total	\$992,860	\$1,472,557		\$2,465,418



Attachment B – Additional Project Information

NE 70th Shared Use Path (formerly NE 70th St Extension - Redmond Way to 180th Ave NE)

Project-Related Community/Stakeholder Outreach

Message Board, City electronic traffic alerts, social media

Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on May 6, 2026 and May 13, 2026. Bids were received and opened on May 21, 2026. The City received four bids which are summarized below.

Bidder	Bidder Location	Bid Amount
NPM Construction Co.	Maple Valley, WA	\$602,756.50
A-1 Landscaping and Construction, Inc	Snohomish, WA	\$612,170
Kamins Construction Inc.	Bothell, WA	\$624,038.18
Transportation Systems Inc.	Sumner, WA	\$709,650
Engineer’s Estimate		\$614,638

All bidders’ unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor’s references were checked and found to be acceptable. Staff recommends awarding contract to NPM Construction.

Consultant Agreement History

Supplement Number	Date	Amount	New Maximum Amount Payabl	Supplement Reason
Original				
1	7/14/2023	\$0	\$758,187	Release of management reserve
2	7/23/2023	\$40,035	\$798,222	Final Design Services
3	7/16/2023	\$45,986	\$844,208	Final Design Services - Time extension
4	11/26/2024	\$0	\$844,208	Time extension only
5	3/19/2025	\$111,110	\$955,318	Final Design Services
6		\$0	\$955,318	Time extension only

Fiscal Information

Current Project Budget

Business Tax	\$1,078,340
Impact Fees	\$2,038,523
Total Funding	\$3,116,863

Estimated Project Costs

ROW	\$32,627
Design	\$1,274,309
Pervious Path Construction	\$120,792

Construction	\$810.980
Contingency	\$243,294
Total Estimated Project Cost	\$2,482,002
Project Funding	\$3,116,863
Budget Difference	\$634,861

Previous Project-Related Council Touches

Date	Meeting	Action
3/18/2025	Business	Approve supplemental agreement
8/16/2022	Business	Accept FHWA Grant
8/16/2022	Business	Approve consultant agreement
2/16/2022	Business	Public Hearing for Vacating Ordinance
1/19/2021	Business	Adoption of a resolution for a Public Hearing
1/12/2021	Committee	NE 70 th Street Right of Way Vacation



Supplemental Agreement Number <u>7</u>		Organization and Address	
Original Agreement Number 10034		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone: 425.252.7700	
Project Number 2209	Execution Date September 19, 2022	Completion Date December 31, 2026	
Project Title NE 70th Extension, Redmond Way to 180th Ave NE	New Maximum Amount Payable \$1,002,474.00		
Description of Work See attached Exhibit A-1, Scope of Services. This supplement provides additional funding for completion of the Redmond Way and NE 70th Street intersection contract documents and design services during construction. This effort includes additional coordination with WSDOT on the Channelization Plans for Approval.			

The Local Agency of City of Redmond
 desires to supplement the agreement entered in to with Perteet, Inc
 and executed on September 19, 2022 and identified as Agreement No. 10034

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 See attached Exhibit A-1, Scope of Services.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2027

III

Section V, PAYMENT, shall be amended as follows:

The services described in Exhibit A-1 will cause an increase to the Contract Maximum in the amount of \$47,156.00 for a new Maximum Amount Payable of \$1,002,474.00. See attached Exhibit D, Consultant Fee Determination Summary.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Peter De Boldt, Vice President By: _____

 Consultant Signature

 Approving Authority Signature

 Date

Exhibit "A"

Summary of Payments

	Basic Agreement	Supplement #1 MRR	Supplement #2	Supplement #3	Supplement #4 Time Ext.	Supplement #5	Supplement #6 Time Ext.*	Supplement #7	Total
Hourly Salary Cost (includes overhead and fee)	\$ 471,422	\$ 26,809	\$ 40,035	\$ 41,153	\$ -	\$ 88,403	\$ 10,000	\$ 47,156	\$ 724,978
Direct Non-Salary Costs	\$ 238,765	\$ 19,000	-	\$ 4,833	\$ -	\$ 12,707	\$ -	\$ -	\$ 275,305
Management Reserve	\$ 48,000	\$ (45,809)	-	-	\$ -	\$ 10,000	\$ (10,000)	\$ -	\$ 2,191
Total	\$ 758,187	\$ -	\$ 40,035	\$ 45,986	\$ -	\$ 111,110		\$ 47,156	\$ 1,002,474

*Management Reserve Release

EXHIBIT A
 SCOPE OF SERVICES
 City of Redmond
 NE 70th Street Extension, Redmond Way to 180th Avenue NE
 Supplement #7

Redmond Way and NE 70th Street Intersection Improvements

City Project Number: 20012202

INTRODUCTION

The NE 70th Street Extension project was an effort to construct a new roadway segment along the NE 70th Street alignment between Redmond Way and 180th Avenue NE. The City of Redmond (City) has revised the scope of that project to reduce right-of-way needs by changing the proposed improvements to a new pedestrian and bicycle path along the NE 70th Street alignment. Previously, Perteet (the Consultant) developed a plan and profile for the shared-use path. The City plans to construct a portion of these path improvements in early 2025 with City crews.

This supplement provides additional funding for completion of the Redmond Way and NE 70th Street intersection contract documents and design services during construction. This effort includes additional coordination with WSDOT on the Channelization Plans for Approval.

All funding for this phase is assumed to be local.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This supplement modifies the following tasks:

Task 1 – Project Management and Coordination	(modified with Supplement No. 7)
Task 10 – Storm Drainage Design	(modified with Supplement No. 7)
Task 18 – Bid Support	(fee adjustment only)

Task 25 – Redmond Way/70th Intersection PS&E	(modified with Supplement No. 7)
Task 26 – Redmond Way/70th Intersection Construction Support	(modified with Supplement No. 7)

Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services may be produced by the Consultant. Future supplements to this agreement may include construction management or design services during construction at the discretion of the City.

This Scope of Services is modified as defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

The first Assumption for Task 1 is revised as follows (revised or added text is underlined):

Assumptions:

- The duration of this phase of the project shall be no longer than 52 months (since date of initial contract execution in September 2022).

Task 10 – Storm Drainage Design

Task 10.10 is modified as follows (revised or added text is underlined):

10.10 Redmond Way/70th Stormwater Report

The Consultant will prepare a stormwater report for the plans developed in Task 25 in compliance with the City's 2022 Stormwater Technical Notebook. This report is required because the project site has over 35% existing hard surface coverage and includes more than 2,000 square feet of new plus replaced hard surfaces with this improvement. The Consultant will use the prior stormwater report completed for the full NE 70th Street Extension roadway project as a basis for the documentation and will revise the document to cover only this phase's set of improvements.

The Consultant assumes that the off-site analysis from the prior phase of the project does not require any updates for this new phase of the project. The Consultant assumes no flow control or water quality facilities required for the project.

The Consultant will prepare a draft version and then address any comments provided by City reviewers. A maximum of two rounds of City comments is assumed for this Task. After addressing City review comments, a licensed professional engineer with the Consultant within Washington State will stamp and sign the document.

Deliverables:

- Draft stormwater report for the Redmond Way/70th intersection improvements.
- Revised stormwater report for the Redmond Way/70th intersection improvements.

- Final stormwater report for the Redmond Way/70th intersection improvements, stamped and signed.

Task 25 – Redmond Way/70th Intersection PS&E

25.6 Final Engineering and Plans

Task 25.6 is modified as follows (revised or added text is underlined):

The Consultant will prepare anticipated plans for the final construction documents to a final (construction-ready) level of detail. The Consultant anticipates that the final design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Table S4-1).

The Consultant will complete the following new tasks to develop the sheets listed above:

- General: incorporate comments from the Draft review and comment resolution.
- General: designate all sheets as construction-ready through signatures by each engineer of record.

The Consultant will update the Channelization Plan for Approval for WSDOT as part of this task. This update will reflect the new lane configuration requested by the City during the review of the draft intersection plans. The Consultant will stamp and sign the updated Channelization Plan for Approval. This task includes one submittal of the updated Channelization Plan for Approval to WSDOT.

The fee for Task 25.7 (Specifications) is increased with Supplement #7 to reflect additional effort required to conform to the updated City specification boilerplate.

The Deliverables list for Task 25 is supplemented with the following:

- Revised Channelization Plan for Approval, stamped and signed

Task 26 – Redmond Way/70th Intersection Construction Support

Task 26 is modified as follows (revised or added text is underlined):

The Consultant will support the construction effort for the contract documents developed in Task 25. The Consultant will complete the additional tasks, if requested by the City, during the construction period.

- Attend pre-construction meeting (two Consultant staff to participate, assumed to be at Remond City Hall)
- Attend up to six weekly construction meetings, up to 1-hour-long each (two Consultant staff to participate, three meetings are assumed to be virtual and three meetings are assumed to be at Redmond City Hall)
- Review up to eight material submittals
- Respond to up to four requests for information (RFI)
- Develop up to three minor changes/change orders with updated contract documents
- Attend final inspection and provide punchlist comments (two Consultant staff to participate)

- Prepare record drawings per the City's CIP Record Drawing Requirements based on Contractor and City as-built notes (record drawings will capture the construction of the Task 25 design items as well as the City's construction of the shared-use path itself)

The Consultant will revise the contract documents as required to conform with any changes that WSDOT requires of the project. Changes requested by/required by WSDOT may include updates to the project documentation package, including traffic analysis, as well as channelization layout changes that would then alter the construction documents. The Consultant's effort associated with these updates will be limited to \$10,000 unless the City approves an additional budget supplement.

Assumptions

- As the exact nature of Construction Support is unknown, the effort is limited to the budget identified for this task. If additional support is required, a supplemental budget will be prepared.

Deliverables:

- Material submittal responses (up to eight)
- RFI responses (up to four)
- Updated contract documents reflecting change orders/minor changes (up to three sets of changes)
- Punchlist comments
- For record drawings:
 - Composite DWG file of as-built construction elements
 - Completed digital submittal checklist
 - Full-size record drawing plan set (PDF format)
- Revisions based on WSDOT review comments and requirements (specific deliverables unknown at this time)

EXHIBIT D**Consultant Fee Determination Summary**

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: NE 70th Street - Supplement 7

Client: City of Redmond

Consultant: Perteet

Perteet Project No. 20210164.0000

Date: 05/14/2026

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	62	\$331.81	\$20,571.97
Lead Engineer / Mgr	28	\$206.05	\$5,769.40
Engineer III	50	\$183.44	\$9,172.12
Lead Technician/Designer	34	\$158.33	\$5,383.21
Technician III	32	\$122.06	\$3,905.93
Accountant	12	\$196.08	\$2,352.96
Labor Total	218		\$47,155.58

CONTRACT TOTAL	\$47,156
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Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Perteet's Hourly Rates are subject to change each year on January 1st.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-098
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Executive	Zach Houvener	Deputy - Equity & Strategic Services
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TITLE:
Approval of the Redmond Historical Society Lease Agreement

OVERVIEW STATEMENT:

The Redmond Historical Society has operated out of approximately 942 square feet of sub-leased space within the Old Redmond Schoolhouse, a Lake Washington School District (LWSD) owned facility leased by the City for recreational programming. With LWSD reclaiming full use of that building beginning in July 2026, recreation programs and the Redmond Historical Society have actively worked to relocate affected programs and operations to other facilities. To ensure continuity of the Redmond Historical Society’s operations and preserve its role in the community, staff have worked on a new lease agreement relocating the organization to the Adair Cabin (approximately 800 square feet) in Anderson Park.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval required as previous sub-lease agreement did not contain renewal or extension.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The proposed lease agreement allows a valued partner a space for its operations, preserving access to Redmond’s history for residents and visitors alike. The Redmond Historical Society plays an important role in that effort, connecting community members to local history through programming, collections, and ongoing community engagement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The annual rent, plus utilities and service fees paid to the city would be \$4,545 for 2026, and \$4,730 for 2027.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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6/9/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
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Proposed Upcoming Contact(s)

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

Time Constraints:

The Redmond Historical Society has already begun vacating the Old Redmond Schoolhouse, with all operations required to be fully relocated by June 30, 2026, when the facility reverts to the LWSD operations.

ANTICIPATED RESULT IF NOT APPROVED:

Without Council approval, the Redmond Historical Society would have no designated space to continue operations after June 30, 2026.

ATTACHMENTS:

Attachment A: Redmond Historical Society Lease Agreement

LEASE AGREEMENT OF ADAIR HOUSE – ANDERSON PARK

THIS LEASE AGREEMENT (“Lease”) is made effective _____, 20__ (“Effective Date”) by and between CITY OF REDMOND, a Washington State municipal corporation (hereinafter “City”), and the REDMOND HISTORICAL SOCIETY, a Washington State non-profit corporation (hereinafter “Tenant”), and together the “parties”.

WITNESSETH

FOR AND IN CONSIDERATION OF the rents herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

1. PREMISES AND LEASED PROPERTY

The City owns certain real property and land in Anderson Park (“Premises”), located at 7802 168th Avenue NE, Redmond Washington 98052. The City hereby leases to the Tenant, and Tenant hereby leases from the City that certain portion of the Premises called Adair House (“Leased Property” or “Building”), as described in EXHIBIT A, attached herein.

Adair House is approximately 800 square feet.

2. USE AND MODIFICATIONS

The Building is to be used solely for the Redmond Historical Society and its visitors and community public uses, and for no other purpose without the written consent of City. For the purposes of this Lease, “public uses” means use by private groups and organizations participating in recreational, cultural, educational, and complimentary business activities sponsored or otherwise permitted by the Tenant as well as displays and exhibits presented by Tenant. For the purposes of this Lease, “public uses” does not include subleasing of the space to or for the use by private groups and organizations participating in recreational, cultural, educational, and complimentary business activities sponsored or otherwise permitted by the Tenant. Tenant is prohibited from making any internal or external visual or structural changes to the Building. Tenant does not have the right to make changes to either the interior or exterior surfaces of the Premises. Only the City has the right to establish reasonable rules and regulations for the use the Premises. Tenant and City both have the right to establish reasonable rules and regulations for the use the Building.

3. TERM

The term of this Lease shall be for two (2) years, commencing on July 1, 2026 (the “Commencement Date”), and shall terminate at midnight on June 30, 2028, unless the Term is extended by mutual agreement of the parties, or terminated as provided herein. Tenant further understands that even if the Lease between the City and Tenant is extended or renewed, further extension of this Lease is not guaranteed and shall not occur unless the City and Tenant execute a written extension or renewal.

4. CONSIDERATION

4.1. Annual Rent

Tenant covenants and agrees to pay the City, as rental for the Premises, in accordance with the rent schedule as presented in Table 1 below.

Table 1 – Annual Rent Schedule

<u>Year</u>	<u>2026</u>	<u>2027</u>
Annual Rent	\$4,000.00	\$4,160.00
Utilities and Services	\$500.00	\$525.00
Security System Fee	\$45.00	\$45.00
Total	\$4,545.00	\$4,730.00

This is based on a fixed annual escalation of 4.0%, rounded to the next \$10.00, of the prior year’s annual rent. The Tenant will pay the first year’s rent within twenty (20) days of the effective date of this Lease and subsequent annual payments on the anniversary date of this Lease. Payment will be proceeded by delivery of an invoice to Tenant via e-mail listed in Section 23 outlining all fees and taxes described in 4.3 associated with the Lease to date.

4.2. Reserved

4.3. Leasehold Excise Tax

In addition to the rental specified in Section 4.1 above, Tenant shall pay to the City, the leasehold excise tax assessed pursuant to RCW 82.29A against Tenant in respect of the annual rent paid pursuant to paragraph 4.1 above, unless the leasehold interest created under this Lease is exempt from the tax. Said leasehold tax is currently equal to 12.84% of the taxable rent paid to the Tenant.

5. UTILITIES AND SERVICE

5.1. City-Provided Expenses

During the term of Lease, the City shall furnish to the Building the following utilities and services:

- Electricity, water, gas and sewer service;
- Heat to such extent and to such levels as, in the City’s judgment, is reasonably required for the comfortable use and occupancy of the Building; and
- Janitorial services (cleaning and garbage pickup) twice per week, and an annual deep cleaning of the facility to be scheduled and performed at a time mutually agreeable to the City and Tenant.
- Appropriate maintenance and repair of the Building and surrounding areas of Anderson Park.

Utility expenses for heat, electricity, and water incurred by the Tenant will be paid by the City. The City has reserved the right to levy an Energy Surcharge as needed to recover excessive energy costs as described in paragraph 5.1.

5.2. Non-City Provided Utilities and Expenses

Tenant shall, at its own cost, provide the following with respect to the Building only:

- Telephone connections, but not including telephone stations and equipment (it being expressly understood and agreed that no additional telephone line connections will be installed in the Building).
- Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs and all other materials and services not expressly required to be provided and paid by the City pursuant to the provisions of paragraph 5.1 above.
- Tenant shall provide for appropriate repair and maintenance for tenant-owned equipment used within the Building.

The City will not provide vehicle parking for the Tenant. Public parking is available along the west side and north side of the Premises.

Tenant shall not, without the written consent of the City, use any apparatus or device on the Premises (including, but without limitation thereto, electronic data processing machines, computers or machines using current in excess of 110 volts) which will in any way increase the amount of electricity or water usually supplied at the Premises. Tenant shall not connect with electrical current, except through existing electrical outlets in the Premises. If Tenant requires water or electric current in excess of that usually supplied at the Premises, Tenant shall first procure the written consent of the City for the use thereof.

If the City reasonably determines Tenant's water and electric use exceeds the amount usually supplied to the Building during periods of occupancy and use equivalent to that of Tenant, the City may cause a water meter or electric current meter to be installed in the Premises to serve the Building. The cost of such meters and of installation, maintenance and repair thereof shall be paid by Tenant. Tenant further agrees to pay the City promptly upon demand for all such excess water and electric current consumed by Tenant at the rates charged for such services by Puget Power or the local public utility, plus any additional expense incurred by Tenant in keeping account of the water and electric power consumed. If any metering of utilities is initiated during the term of this lease, the Utilities and Services Fees in Table 1 will be adjusted to reflect the actual metering and charges associated with the utilities consumed by the Tenant.

The City shall not be liable for, and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of the City's failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of the City.

6. ACCEPTANCE AND CARE OF BUILDING

6.1. “As-Is” Condition

Tenant has inspected the Building and accepts the Building “AS-IS” in its present condition. During the term of this Lease and any extension thereof, Tenant, at Tenant’s sole cost, shall keep the Building in a neat, clean, and sanitary condition and shall make all necessary repairs related to maintaining Tenant’s equipment used within the Building.

Tenant shall not be required to make any repairs in respect to the Building unless caused by the negligence or willful misconduct of Tenant or its guests, licensees, and invitees. The City shall be required to make any necessary repairs to plumbing, electrical and heating systems of the Building; for structural defects in the walls, floors, foundation or roof of the Building; or as may be required by applicable laws, ordinances, and regulations.

6.2. Tenant and City Care of Building

Tenant will not conduct maintenance on the Building. Tenant will promptly, upon becoming aware of the need, inform the City of any maintenance required.

Tenant acknowledges and agrees that the City shall have no obligation whatsoever to make any alterations, additions, renovations or improvements to the Premises or to determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 2 above. In the event that any federal, state or city department or agency determines that certain alterations, additions, renovations or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 2 above, the City shall have no obligation to make such changes. If Tenant is unable or unwilling to make such changes, then this Lease shall be deemed terminated and both parties relieved of all rights and obligations hereunder, save for the parties’ respective duties under paragraphs 12.1, 15, 16, and 25.

7. WAIVER OF SUBROGATION

The City and Tenant do each herewith and hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for, any loss or damage to the real or personal property of either located anywhere in the Premises or the Building, arising out of or incident to the occurrence of any of the perils which are covered by any insurance policy obtained by Tenant or the City. Each party shall obtain any special endorsements, if required by its insurer, to evidence this waiver of the insurer’s right to subrogation against the indemnities.

8. LIABILITY INSURANCE

Tenant assumes all responsibility for all personal property on the Leased Property. Except for the negligence of the City or the City’s employees, agents, or contractors, the City shall not be liable for any damage, either to persons or property, sustained by Tenant or others, caused by any defects now on said Building or hereafter occurring therein, or from any act or neglect of any other persons due to the happening of any accident from whatever cause in and about said Leased Property.

Tenant covenants that it shall, during the entire Lease term, keep in full force and effect a policy of public liability and property damage insurance with respect to the Building and the use and business operated by Tenant. Policy limits shall not be less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per accident, and Five Hundred Thousand (\$500,000) for property damage liability. The policy shall name the City and any persons designated by the City as an additional insured and shall contain a clause that the insurer will not cancel or change insurance without giving the City thirty (30) days' prior written notice. The insurance shall be placed with a reputable insurance company and shall have an A.M. Best's rating of A-10 or better. A Certificate of Insurance shall be promptly delivered to the City upon acquisition of such insurance. Failure by Tenant to furnish such a Certificate of Insurance to the City will not constitute a waiver of the requirement for such certificate or of any other provision in this Section. Tenant may elect to be self-insured.

Tenant covenants that it will not keep, have or sell in or upon the Leased Premises any article which may be prohibited by any standard form or fire insurance policy. This includes any hazardous materials. Tenant agrees to pay an increase in premiums for fire and extended coverage insurance that may be charged on the Building during the term of this Lease resulting from the nature of Tenant's occupancy or from the type of merchandise stocked, manufactured, maintained or sold by the Tenant in the Building, whether or not the City has consented to the same. Tenant may elect to be self-insured.

9. ALTERATIONS OR IMPROVEMENTS

Tenant shall not make any alterations, additions, renovations or improvements in or to the Premises or Leased Property without first obtaining the written consent of the City. If allowed, all alterations, additions, renovations and improvements which shall be made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to the City as their interests appear, and shall remain in and be surrendered with the Leased Property by Tenant at the sole discretion of the City.

Tenant further agrees to indemnify and hold the City, and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work. The City reserves the right to review and approve Tenants' plans, specifications and contractor and, further, the City reserves the right to impose such restrictions or conditions upon its consent to the above work, including the requirement that Tenant appropriately bond the same and including the requirement that Tenant comply with any conditions imposed by the City, as the City may deem reasonably appropriate. The City further reserves the right for itself to make any alterations, additions or improvements to the Premises which, in the City's sole discretion, are necessary or appropriate for the Premises.

10. DAMAGE OR DESTRUCTION

In the event the Premises or the Building are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with the City to repair or rebuild the same, and in the meantime the rental shall be abated in the same proportion as the damaged or destroyed portion of the Premises bears to the Premises as a whole. Unless the City within sixty (60) days after the happening of any such damage or casualty shall notify Tenant of the election to restore

said Premises or Building, this Lease shall thereupon terminate. If the City does not terminate this Lease, it shall remain in full force and effect. The City shall not be required to repair or restore any damage or injury nor replace any equipment, inventory, fixtures or other personal property of Tenant or others located on the Premises. Any proceeds payable to the City from insurance policies carried by the City and covering the Premises or the Building shall be the sole and exclusive property of the City.

11. RESERVED

12. ACCIDENTS AND INDEMNIFICATION

12.1. Tenant Hold Harmless

The Tenant shall defend, indemnify, and hold the City harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence of negligence or willful misconduct by Tenant in, upon, at or from the Premises and, or, Building, or the occupancy or use by Tenant of the Building or any part thereof, or occasioned wholly or in part by any negligent act or negligent omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, except to the extent that the comparative negligence of the City or the City's agents or employees caused or contributed thereto.

12.2. City Hold Harmless

The City shall defend, indemnify and hold harmless Tenant harmless from and against any and all suits, actions, damages, claims, liability and expense, including attorneys' fees, in connection with loss of life, bodily or personal injury, or property damage arising from or out of any breach or violation of this Lease by the City, or any negligent act or omission of the City, except to the extent that the comparative negligence of Tenant or Tenant's agents or employees caused or contributed thereto.

12.3. City Liability for Personal Property Loss

The City shall not be responsible or liable at any time for any loss or damage to Tenant's personal property or to Tenant's business that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space.

The provisions of this Section 12 shall survive the expiration or termination of this Lease.

13. COMPLIANCE WITH LAWS

Tenant shall comply fully with all federal and state statutes and city ordinances now or hereafter in force in respect to the Building and Tenant's activities therein, including but not limited to compliance with ADA guidelines, pursuant to the Americans With Disabilities Act (ADA) of 1990, provided that Tenant shall not be required to modify the Building. Tenant warrants and represents to the City that Tenant shall use the Premises only for lawful purposes.

14. COMPLIANCE WITH LEASE

Tenant agrees to comply with all provisions of the Lease between the City and Tenant so as not to place the City in default or in breach of the Lease.

15. SIGNS OR ADVERTISING

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining the City's written consent thereto. Tenant shall be permitted to advertise its hours of operation on the porch of the Building and place flyers, posters, signs or other information promoting Tenant's programs, presentations and activities to the public on the porch of the Building and inside the Building, subject to reasonable requirements and policies adopted by the City from time to time. Any consent so obtained from the City shall be with the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises or the Building caused thereby.

16. WASTE AND UNLAWFUL USE

Tenant will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the Premises by making or suffering any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Building and Premises anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any insurance rate upon the Premises or the Building.

17. COSTS AND ATTORNEYS' FEES

If, by reason of any default or breach hereunder by the City or by Tenant, it becomes necessary to institute a lawsuit, the prevailing party in such action shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in such lawsuit, together with taxable costs.

18. NONWAIVER OF BREACH

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or of any other covenant or agreement, but the same shall be and remain in full force and effect.

19. REMOVAL OF PROPERTY

In the event of any entry in, or taking possession of, the Building upon the termination of this Lease, the City shall have the right, but not the obligation, to remove from the Building all personal property located therein, and may store the same in any place selected by the City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other

sums of money which may then be due from Tenant to the City under any of the terms hereof, with the balance, if any, to be paid to Tenant.

20. HOLDOVER

If Tenant shall, without the written consent of the City, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Tenant agrees to pay to the City the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as applicable.

21. COOPERATION PROVISION

Both parties agree to cooperate to carry out the terms of this Lease. Each of the parties agree to execute, acknowledge, and deliver upon request of either party any document which requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party that is otherwise imposed hereunder.

22. ASSIGNMENT AND SUBLETTING

22.1. Non-Transferable

Tenant shall not transfer, assign, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Building by any person or persons other than the Tenant, or sublet the Building, or any part thereof, without the prior written consent of the City in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law.

22.2. Non-Consenting Assignment is Void

Any assignment or subletting without the City's consent shall be void, and shall constitute a default hereunder which, at the option of the City, shall result in the termination of this Lease or exercise of the City's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through the Tenant.

23. NOTICES

Except for delivery of invoices under Section 4.1, all notices, statements, demands, requests, consents, approvals, authorization, agreements, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Redmond
15670 NE 85th Street
PO Box 97010
Redmond WA, 98073

Redmond Historical Society
16600 NE 80th St, Rm 122
Redmond, WA 98052

MS: 4NPK
Realproperty@redmond.gov
ParksAdmin@redmond.gov

manager@redmondhistoricalsociety.org

24. LIENS AND ENCUMBRANCES

Tenant shall keep the Building free and clear of any liens and encumbrances arising out of the use and occupancy of the Building by Tenant. At the City's request, Tenant shall furnish the City with written proof of payment of any item which, if not paid, would or might constitute the basis for such a lien on the Building.

25. BREACH BY TENANT

In the event that the Tenant defaults in the performance of any of the terms, provisions, covenants and agreements on the Tenant's part to be kept, observed and performed, and such default is not corrected within thirty (30) days after the receipt of notice thereof from the City, or such shorter period as may be reasonable under the circumstances; or if the Tenant shall abandon, desert, vacate or remove from the Leased Property; then, in such event, the City, at its option at any time thereafter, may terminate this Lease together with all of the estate, right and title thereby granted to or vested in the Tenant by giving twenty (20) days' notice in writing of such election, by certified mail addressed to the Tenant at the address specified in this Lease, and at the expiration of such twenty (20) day period, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Tenant shall then cease and terminate, and the City may re-enter said Leased Property using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this agreement, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease. The City shall have the right to determine the existence of any default in performance or other breach or violation of the terms and conditions hereof on the part of the Tenant.

In the event of a default by the Tenant, the City, in addition to other rights or remedies that it may have, shall have the right to either terminate this Lease or from time to time, without terminating this Lease, relet the Leased Property or other part thereof, for any such term or terms and conditions as the City in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises and Leased Property. Tenant shall pay to the City, as soon as ascertained, the costs and expenses incurred by the City in such reletting or in making such alterations and repairs. Rentals received by the City from such reletting shall be applied:

- First, to the payment of any indebtedness, other than rental, due hereunder from Tenant to the City;
- Second, to the payment of the cost of any alterations and repairs to the Building necessary to return the Building to good condition, normal wear and tear excepted, for

uses permitted by this Lease and the cost of storing any of Tenant's property left in the Building of on the Premises at the time of reletting;

- Third, to the payment of rental due and unpaid hereunder and the residue, if any, shall be held by the City and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder and the balance, if any, at the end of the term of this Lease shall be paid to the City.

Should such rental received from time to time from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to the City. Such deficiency shall be calculated and paid monthly.

26. TERMINATION

The parties may terminate this Lease for default if such default is not corrected by the defaulting party within thirty (30) days after the receipt of notice thereof from the non-defaulting party delivered as provided in Section 23 above.

After two (2) years from the Effective Date, the City or Tenant may terminate this Lease at any time, with or without cause, upon giving six (6) months' written notice. On termination of the Lease, Tenant shall restore the property into an equal or better condition than it was at the time of the Effective Date of the Lease. Termination shall not relieve either party from any indemnity or other obligation related to events occurring either prior to or during the Effective Date of this Lease or during this Lease.

27. FORCE MAJEURE

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Lease during the time and to the extent its performance is prevented by reasons of force majeure. For the purposes of this Lease, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Lease, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72 hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Lease modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Lease.

28. MISCELLANEOUS

28.1. Section Headings

The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

28.2. Time is of the essence hereof.

28.3. Lease Void

If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

28.4. Interpretation of Law

This Lease shall be interpreted under the laws of the State of Washington.

28.5. Jurisdiction

The parties agree that the Superior Court of the State of Washington for King County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.

28.6. Warranty

Tenant acknowledges that except as expressly set forth in this Lease, neither the City nor any other person has made any representation or warranty with respect to the Premises or any other portion of the Building. Specifically, but not in limitation of the foregoing, no representation has been made or relied on with respect to the suitability of the Premises or any other portion of the Building for the conduct of Tenant's business. The City does not, by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

28.7. Excused from Performance

Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

28.8. Entire Agreement

This Lease and the exhibits, riders and/or addenda, if any, attached hereto, constitute the entire agreement between the parties. All exhibits, riders or addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon City or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Building and becomes effective as a lease only upon approval of this Lease by City's

Council, or its designee, and execution and delivery of this Lease by City to Tenant. If any provision contained in a rider or addenda is inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

IN WITNESS WHEREOF, the parties have executed this Lease as of the last date set forth below.

CITY OF REDMOND

REDMOND HISTORICAL SOCIETY

By: _____

By: _____

Name: ANGELA BIRNEY

Name: _____

Its: MAYOR

Its: _____

Date: _____

Date: _____

Approved as to form:

By: _____

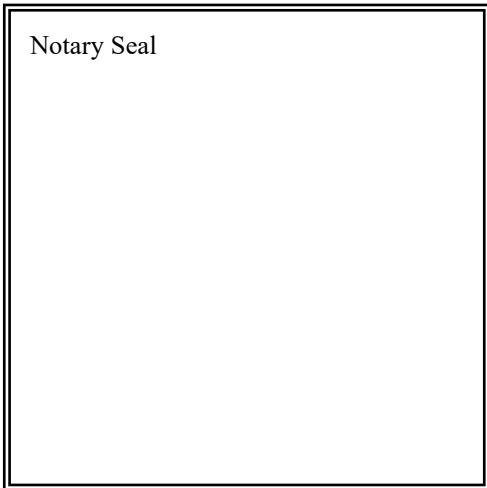
Name: REBECCA MUELLER

Its: CITY ATTORNEY

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____, REDMOND HISTORICAL SOCIETY, a Washington State non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.



Notary Signature: _____

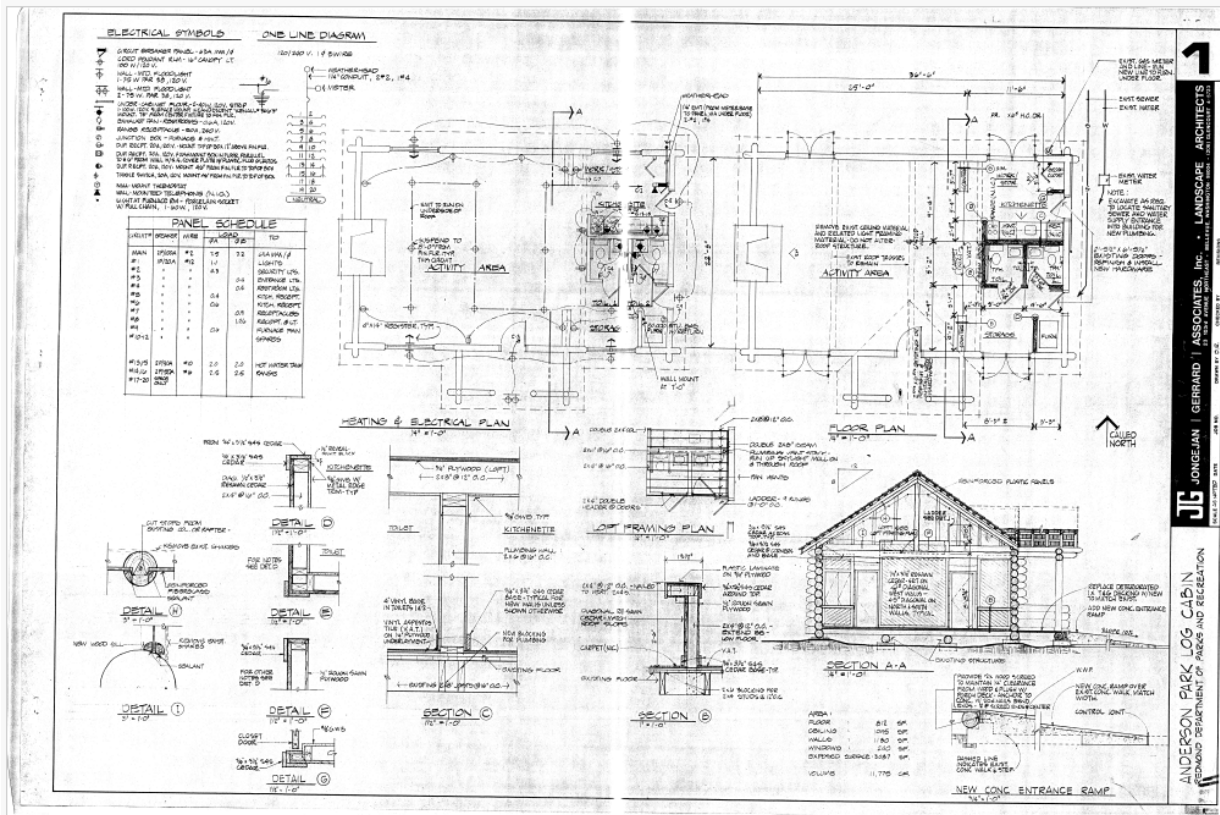
Printed Name: _____

Notary Public in the State of: _____

Residing in: _____

My Commission Expires: _____

EXHIBIT A – BUILDING PLAN





Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-099
Type: Consent Item

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

Executive	Malisa Files, Chief Operating Officer	425-556-2166
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DEPARTMENT STAFF:

Executive	Lisa Maher	Assistant Chief Operating Officer
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TITLE:

Approval of the Consulting Services Contract for the State Lobbyist Agreement, with Gordon Thomas Honeywell Government Affairs, in the Amount of \$79,338

OVERVIEW STATEMENT:

Requesting Council approval of a Consulting Services agreement to support a state lobbyist to further the City’s goals at the state legislative level and generate revenue. Gordon Thomas Honeywell Government Affairs is a bipartisan firm providing legislative and regulatory advocacy and support services, holistic, proactive, and effective approaches to state legislative relations. The total contract for one-year would equal \$79,338 after which time the City would evaluate the contract for effectiveness and have the option to extend the contract for one additional year.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond’s Comprehensive Plan and the City’s Capital Investment Strategy (CIS)
- **Required:**
Council approval is required for contracts that exceed \$50,000
- **Council Request:**
N/A
- **Other Key Facts:**
The City has been successful in collecting revenue from the state to support capital projects, human services and environmental sustainability projects.

OUTCOMES:

Gordon Thomas Honeywell Government Relations (GTH) provides lobbying and government agency procurement services, developing an unrivaled track record of success and reputation as Washington State’s leading government relations firm. Their expansive bipartisan relationship network spans Washington State’s legislature, executive branch, congressional delegation, and local elected officials. They have expertise in a wide range of subject areas including taxation, business regulation, procurement, natural resources, local agencies, utilities, transportation, and environment. The GTH scope of work, specific to Redmond, can be found in Attachment A. The contract will be a fixed cost of \$6,611.50 per month and is budgeted in the 2025-2026 Budget.

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:
\$79,338 per year

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

Budget Offer Number:
0000290

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/9/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The contract should be approved as soon as possible so Redmond can continue drafting its State Legislative Agenda and take advantage of funding that may be available

ANTICIPATED RESULT IF NOT APPROVED:

If the contract is not approved, the City will not use the services of a federal state lobbyist and potentially not take advantage of state funding used for citywide projects.

ATTACHMENTS:

Attachment A: Gordon Thomas Honeywell Agreement

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

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF REDMOND

Legislative & Regulation Advocacy and Support Services

Exhibits A & B

Scope & Work Schedule

The Consultant shall:

- Assist in the development of a program of priority State legislative objectives of the City of Redmond; strategies shall be developed and implemented to successfully promote the City's legislative objectives; such strategies shall be consistent with the City's Legislative Agenda.
 - Represent the City's Legislative objectives to members of the Washington State Legislature, the Governor's Office, and appropriate legislative committees, state agencies, legislative staff, major public interest groups, and coalitions.
 - Maintain effective relationships with members of the Washington State Legislature, the Governor's Office, and appropriate legislative committees, state agencies, legislative staff, major public interest groups, and coalitions, including but not limited to the Association of Washington Cities.
 - Monitor specified State legislation, legislative committees, state agencies, rulemaking, and the activities of appropriate interest groups which pertain to the stated interests, goals, and objectives of the City.
 - Recommend appropriate City action regarding pertinent legislation.
 - Identify opportunities for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; shall communicate such opportunities to the Mayor of the City of Redmond, or designee, in a timely manner; shall assist in preparation of testimony to be given; and as requested, shall testify on behalf of the City.
 - Attend meetings of the City Council and City staff, as may be requested by the Mayor of the City of Redmond, or designee, to brief City officials on legislative activities.
 - Provide written and oral reports to the Mayor of the City of Redmond, or designee, as mutually agreed upon, to inform the City of Redmond regarding the status of pertinent legislation, and as well, of the lobbying activity/efforts of the Consultant.
 - Provide support on City efforts and initiatives beyond the legislative session to position the City to advance its objectives.
-

CITY OF REDMOND
Legislative & Regulation Advocacy and Support Services

Exhibit C
Payment Schedule

CITY shall pay CONSULTANT a monthly retainer of \$6,611.50 for services rendered, as outlined in the Scope & Work Schedule (Exhibits A & B) for the two years (covering 7/1/2026 – 6/30/228). The CITY may negotiate an annual price adjustment to the CONSULTANT’S monthly retainer, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-U) for the West Urban region occurring during the immediately preceding 12-month period for which CPI-U data is available (Exhibit D). The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. 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.

The CONSULTANT may invoice the CITY no more frequently than once per month for reimbursement of eligible expenses.

CITY OF REDMOND
Legislative & Regulation Advocacy and Support Services

Exhibit D
Option for Renewal

CITY reserves the right to renew this contract for one (1) 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. Each 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.

The CITY may negotiate an annual price adjustment to the CONSULTANT'S monthly retainer, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-U) for the West Urban region occurring during the immediately preceding 12-month period for which CPI-U data is available. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. 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.



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-100
Type: Consent Item

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

Technology and Information Services	Michael Marchand	425-556-2173
-------------------------------------	------------------	--------------

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Technology and Information Services	Carmen Hall	Project Mgmt Office Manager

TITLE:

Approval of Enterprise Content Management (ECM): SoftResources - Selection Consulting Services, in the Amount of \$64,750

OVERVIEW STATEMENT:

Based on the City’s recently completed Enterprise Content Management (ECM) Assessment and the recommendation to select new ECM software that would consolidate disparate practices and technologies across departments, the City has determined to engage SoftResources to assist through the selection of a new ECM.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2025/2026 BTIP
- **Required:**
Council approval is required for contract that exceed \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Deliverables include:

- RFP document with business, technical and integration requirements
- RFP response review
- Vendor analysis 5-point decision report
- Demo script, feedback form, and resource support
- Due diligence support
- Decision consulting

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The engagement is fixed fee - invoiced as phased work is completed - totaling \$64,750.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

362 - BTIP

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

Costs associated with the engagement will come from the 2025/2026 BTIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/9/2026	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Maintain the current model of siloed, department-driven document management.

ATTACHMENTS:

Attachment A: SoftResources Engagement Letter

March 25, 2026

Engagement Letter

Document Management Software Selection Consulting Services

**Prepared for:
City of Redmond**

**Prepared by:
SoftResources**



**Spencer Arnesen, Principal
425-216-4030
sarnesen@softresources.com**

March 25, 2026

Michael Marchand, Chief Information Officer
City of Redmond
15670 NE 85th Street
Redmond, WA 98073

Michael and Carmen:

SoftResources is pleased to provide this Engagement Letter to the City of Redmond, Washington (City) for Document Management System (DMS) Software Selection Consulting Services.

Statement of Understanding

Based on the City’s recently completed Document Management System (DMS) Assessment and the recommendation to select new DMS software that would consolidate disparate practices and technologies across departments, the City has determined to engage SoftResources to assist through the selection of a new DMS.


SoftResources will assist the City with the selection of new DMS software. The key functionality/modules that will be in scope for this selection:

- Document Storage
- Scanning
- Retention and Compliance
- Workflow
- Search
- Public Records Requests (PRR)
- Reporting

This proposal is for a single RFP. If the City determines to increase the scope to multiple RFP/selection projects, SoftResources will prepare an amendment or new letter of engagement for approval.

Project Approach

SoftResources will provide the following services for the DMS Software Selection project. This work plan is organized by phase along with associated tasks and deliverables. Some tasks within different phases may be performed concurrently.

 Phase 1. Request for Proposal (RFP)	
a. Initialize Project	<ul style="list-style-type: none"> • Project Kickoff – initiate and conduct a project kick off with the City via web conference to discuss and align expectations for the contracted scope of work, discuss resource availability and constraints, and establish roles, responsibilities, drivers and objectives that will govern the project. • Project Management – manage project, provide regular status updates, monitor overall status of the project for time, scope, budget and quality. <p>DELIVERABLES: Project Kickoff; Status Updates</p>



Phase 1. Request for Proposal (RFP)

- b. Prepare RFP**
- **RFP Document** – work with the City to prepare an RFP for DMS software and implementation services that is in compliance with City purchasing requirements. The RFP will be used to solicit vendor responses and will include the modules in scope, business objectives, evaluation criteria, functional, technical, and integration requirements (key requirements document developed during the DMS Assessment).
 - **Finalize RFP** – deliver the draft RFP to the City for review. Schedule and facilitate a meeting with the City to discuss feedback. Finalize the RFP and return to the City for issuance. The timeline allows four weeks for the RFP to be active.
- DELIVERABLE:** Request for Proposal for DMS
- c. RFP Solicitation**
- **Issue RFP** – The City will issue the RFP in accordance with purchasing protocols. The project timeline allows for a four-week period during which the RFP will remain open for vendor responses.
 - **Vendor Outreach** - SoftResources will inform vendors listed on the DMS Vendor List of the RFP opportunity.
 - **Solicitation Support** – SoftResources will advise the City as they respond to vendor questions and provide assistance in preparing and issuing addenda.
- DELIVERABLE:** Vendor Outreach, Solicitation Support



Phase 2. Vendor Evaluation

- a. Proposal Analysis**
- **RFP Response Review** – the City will receive vendor proposals and send a copy to SoftResources. SoftResources will analyze as follows:
 - ✓ Review proposals and analyze for fit to City requirements.
 - ✓ Utilize our proprietary AI agent to conduct a secondary analysis for additional comparison insights of each vendor proposal.
 - ✓ Conduct web meetings with each viable vendor to further assess ability to support the City’s key functional, technical, and operational requirements and to assess vendor viability.
 - ✓ Analyze each viable vendor’s software implementation team/resources, industry experience, cultural fit, approach, timeline, and availability.
 - ✓ Perform a 5-year cost review of software license, implementation and maintenance for each viable vendor.
 - **Vendor Analysis 5-Point-Decision Report** – aggregate the vendor analysis and prepare and present a report to compare and contrast the vendors/products and educate the City on the 5-point decision hub:
 1. Functional Fit/Gap
 2. Technical Review
 3. Vendor Review
 4. Implementation Considerations
 5. Cost Analysis



Phase 2. Vendor Evaluation

DELIVERABLES: Vendor Analysis 5-Point-Decision Report, Report Presentation

b. Short List Decision

- **Short List Decision Support** – SoftResources will leverage our expertise and knowledge about the vendor analysis to support the City as they make the short list decision (approximately three vendors).
- **Short List Comparison Chart** – SoftResources will prepare and deliver a Shortlist Comparison Chart that provides the detailed fit/gap of the Short List vendors as compared to the Key Requirements.

DELIVERABLE: Short List Comparison Chart



Phase 3. Short List Vendor Demos

a. Prepare for Demos

- **Demo Script** – develop a custom Demo Script that will define the content to be reviewed during the demos. Work with the City to finalize the script. The City will provide the script to shortlisted vendors.
- **Demo Planning** – work with the City to plan to schedule three, 1-day, software demos. SoftResources and the City will conduct 1-hour Pre-Demo Calls to help each short list vendor prepare for their demo and answer questions. We recommend three to four weeks for vendors to prepare for the Demos.
- **Demo Feedback Form** – prepare and deliver a Demo Feedback Form that will be used by City staff to record their feedback and rankings for each demo session they attend.

DELIVERABLE: Demo Script, Demo Feedback Form

b. Software Demos

- **Facilitate Demos** – SoftResources will attend and facilitate demos to manage vendor adherence to the Demo Script, staff questions, Demo Feedback forms, and document questions and follow up items.
- **Demo Wrap Up Meeting** – after the demos we will conduct a Demo Wrap Up Meeting with City stakeholders to review demo scores and discuss follow up items. The City will determine one to two finalist vendors to evaluate during the software decision phase.


DELIVERABLES: Demo Facilitation; Demo Wrap Up Meeting




Phase 4. Software Decision

a. Due Diligence

- **Due Diligence Tasks** – advise and work with the City as they complete due diligence tasks with one or two finalist vendors as follows:
 - ✓ **Vendor Liaison** – continue to serve as a liaison between the City and vendors managing communications and questions.
 - ✓ **Reference Checks** – SoftResources will deliver a set of questions for the City to use as they set up and check similar existing customers of the vendor.

 Phase 4. Software Decision	
	<ul style="list-style-type: none">✓ <u>Due Diligence Demo</u> – as needed, advise the City with up to two follow up demos to evaluate specific functionality and/or business scenarios for proof of fit. Provide guidance for business scenario/target script.✓ <u>Scope and Cost Review</u> – work with the finalist vendor as they revise the scope and cost proposal based on current knowledge of the City for software, implementation, maintenance, and training. <p>DELIVERABLE: Due Diligence Support</p>
b. Final Decision	<ul style="list-style-type: none">• <u>Software Decision Meeting</u> – completion of due diligence tasks marks the completion of the vendor evaluation effort. SoftResources will meet with City stakeholders to review finalist vendor decision analysis to ensure alignment with the City’s business objectives. Provide input based on our experience, answer questions, discuss potential risks and issues, and act as a sounding board. The City will make the final decision. <p>DELIVERABLE: Decision Consulting</p>

 Phase 5. Contract Review	
a. Vendor Contract	<ul style="list-style-type: none">• <u>Contract Review</u> – assist the City with review of the vendor contract package with one finalist vendor as follows:<ul style="list-style-type: none">○ <u>SoftResources Review</u> – provide a business review of vendor contract documents with comments and redline edits to the software license, subscription pricing, terms and conditions, and discussion points. The City’s legal counsel should also review the vendor contract documents.○ <u>Client Review</u> – discuss with the City via web conference the review comments, redline edits, and any questions about the contract.○ <u>Vendor Review</u> – participate with the City in vendor calls to review and resolve the Contract package redline edits and review comments. <p>DELIVERABLES: Review Comments/Redline Edits; Contract Review Calls</p>
b. Vendor Statement of Work	<ul style="list-style-type: none">• <u>SOW Review</u> – review and finalize the SOW document as part of the contract finalization process. The SOW ensures there is a clear understanding for the implementation of the selected solution including methodology, roles, assignments, and timeline. SoftResources will review the SOW for the finalist vendor as follows:<ul style="list-style-type: none">○ <u>SoftResources Review</u> – review the vendor’s SOW for Implementation and provide review comments and redline edits.○ <u>Client Review</u> – discuss with the City via web conference the review comments, redline edits, and any questions about the SOW.○ <u>Vendor Review</u> – participate with the City in vendor calls to review and resolve the SOW redline edits and review comments. <p>DELIVERABLES: Review Comments/Redline Edits; SOW Review Calls</p>

Timeline Estimate. SoftResources anticipates 6-8 months to complete the services detailed in the above statement of work. This timeline is dependent on the availability of the City and/or vendor resources and may require adjustment. Some tasks within different phases may be completed concurrently as time allows.

Phase/Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
1. Request for Proposal								
a. Initialize Project	█							
b. Prepare RFP	█							
c. RFP Solicitation		█						
2. Vendor Evaluation								
a. Proposal Analysis			█	█				
b. Short List Decision				█				
3. Short List Vendor Demos								
a. Prepare for Demos					█			
b. Software Demos						█		
4. Software Decision								
a. Due Diligence						█		
b. Final Decision							█	
5. Contract Review								
a. Vendor Contract								█
b. Vendor Statement of Work								█

Client Participation and Responsibilities

To successfully complete the engagement, it is expected that the City will:

1. Put together and maintain an adequately staffed project team and coordinate the project team.
2. Be available for follow-up calls, provide feedback, and approve project deliverables.
3. Review the vendor analysis, participate in the report presentation, determine the vendor short list.
4. Participate in software demos and conduct due diligence tasks with targeted vendors.
5. Make the final software decision.
6. Negotiate and sign the contract with the finalist vendor and begin implementation.
7. Be responsible for all tasks not assigned to SoftResources.

Fees and Billings

Fees. This will be a Fixed Fee engagement. Travel expenses if billed may include any or all of the following: airfare, car rental, hotel, parking, tolls, ferry, mileage, and per diem (per GSA Per Diem Rates).

Phase and Tasks	Fees
1. Request for Proposal (RFP)	
a. Initialize Project	
b. Prepare RFP	
c. RFP Solicitation	\$ 9,000.00
2. Vendor Evaluation	
a. Proposal Analysis	
b. Short List Decision	17,500.00
3. Short List Vendor Demos	
a. Prepare for Demos	
b. Software Demos	15,750.00
4. Software Decision	
a. Due Diligence	
b. Final Decision	12,500.00
5. Contract Review	
a. Vendor Contract	
b. Vendor Statement of Work	10,000.00
Subtotal	\$ 64,750.00
No Travel Charges	0.00
TOTAL	<u>\$ 64,750.00</u>

Billings. Fees will be invoiced monthly for percentage of work completed within the month. No travel expenses will be charged. Payment terms Net 30. Note that some tasks within different phases may be performed concurrently.

Scope Control

If the City requests services outside of those outlined in the Project Approach section of this Engagement Letter, an amendment or new letter of understanding will be drafted for City approval.

Staffing

SoftResources will assign a team comprised of two expert Principal and/or Director level consultants experienced selecting and evaluating enterprise software with municipalities.

Termination and Deferral

If the client determines to defer or terminate the contract, SoftResources will cease work on the project and bill for services performed up to the point of termination/deferral.

Next Steps

Once the City confirms its intent to proceed, SoftResources will route this engagement letter for electronic signature via Adobe Acrobat Sign.

Spencer Arnesen, Principal
SoftResources LLC

Agreement and Authorization

To: Spencer Arnesen, Principal
SoftResources LLC
Email: SArnesen@softresources.com

From: Michael Marchand, Chief Information Officer
City of Redmond
Email: MMarchand@redmond.gov

The SoftResources Engagement Letter for Document Management System (DMS) Software Selection Consulting Services dated March 25, 2026, is accepted. Upon receipt of the signed Engagement Letter the City's project will be scheduled.

Organization	City of Redmond	SoftResources LLC
Signature	_____	_____
Printed Name	_____	Spencer Arnesen
Title	_____	Principal
Date	_____	_____



Memorandum

Date: 6/16/2026
Meeting of: City Council

File No. AM No. 26-101
Type: Consent Item

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

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

Public Works	Jesse Dunbar	Program Administrator
Public Works	Amy Jankowiak	Division Supervisor

TITLE:

Progress of the Waste Hauler Contract Transition for Garbage, Recycling, and Compostables from Waste Management to Recology

OVERVIEW STATEMENT:

In 2023, Public Works began a procurement process for a new Garbage, Recycling, and Compostables Service Contract. Council approved the contract at the August 5, 2024, Special Meeting. The new contract went into effect on January 1, 2026. Attached is an update on Recology’s performance since the contract started.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

Recology has provided strong service since the contract began in January 2026. Early collection-hour issues were resolved quickly, and missed collections remain very low and are fixed within 24 hours. Material handling and spill response meet all requirements. Customer service performance meets contract standards.

Commercial and multifamily services continue to grow, with diversion increasing to 47.31% in March. Communications, container maintenance, and the relabeling project are all on schedule. The fleet is fully compliant, and reporting has been timely.

The Recology Store continues to deliver strong community benefits through hard-to-recycle collection and shredding events. Bulky item collection is active and expanding, including planned on-site collection boxes at multifamily properties.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 - **August** - Recology Redmond website published
 - **September** - Focus on Redmond feature, postcards from Recology to introduce Recology as new waste hauler, Recology outreach to commercial customers continues,
 - **October** - Recology store opened, ribbon cutting 10/22, Transition FAQ added to website, commercial organics outreach to customers began, social media updates began
 - **November** - New rate packets sent to customers, social media campaign continues
 - **December** - All customers received updated haul schedules and customer service contacts via mail, social media continues.
 - **January** - Social media updates daily during first week of service
- **Outreach Methods and Results:**
Press release, postcards, packets, ribbon cutting, social media, phone calls, websites
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000006

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

Revenue generated through franchise fees. This contract will maintain stable revenue for the Solid Waste Fund.

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
7/16/2024	Business Meeting	Receive Information
8/5/2024	Special Meeting	Approve
10/21/2025	Committee of the Whole - Planning and Public Works	Receive Information
6/2/2026	Committee of the Whole - Planning and Public Works	Receive Information

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: Presentation

Recology Contract Update

June 16, 2026



Redmond
WASHINGTON

Contract Overview

Contract began on January 1, 2026

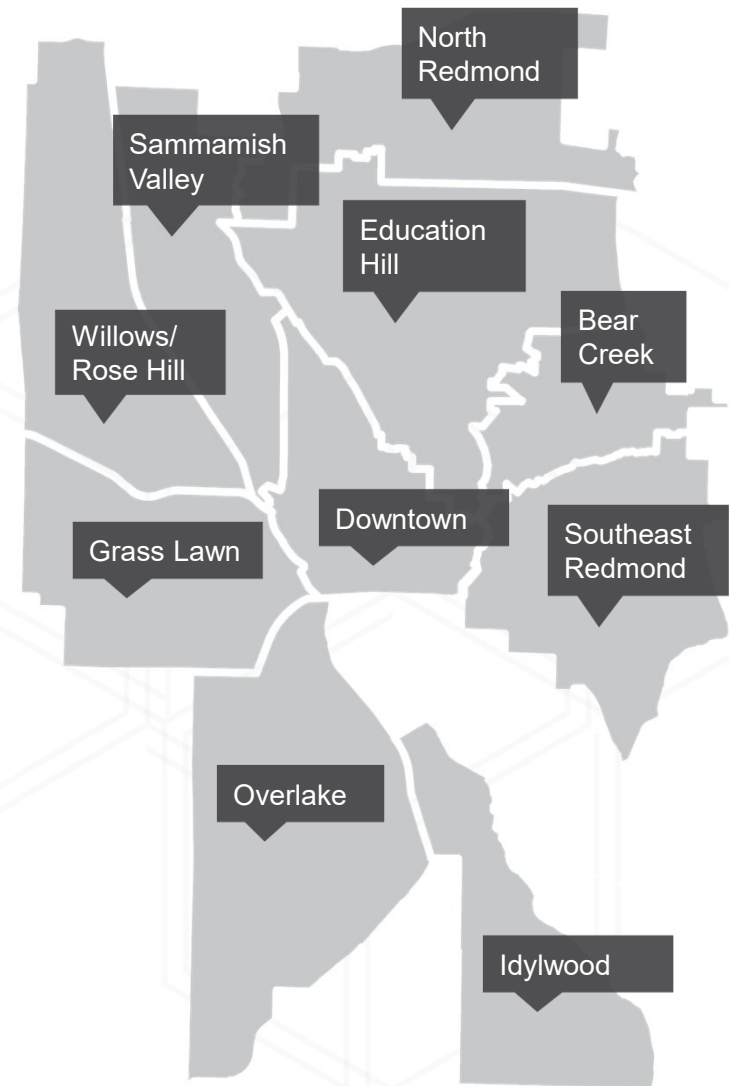
- Services include residential, commercial, multifamily, landfill, organics, recycling, Recology Store, bulky item collection, Waste Zero Specialists, recycling events
- Performance tracked monthly across service delivery, customer service, compliance, and community programs



Overall Performance

Since January 1, 2026, Recology has had a strong performance across all service areas.

- Recology is meeting all contract standards
- Customer service has been generally consistent with room for improvement in some areas
- The Recology Store has been popular with residents for both shopping and recycling
- Citywide diversion is increasing



Solid Waste Cost Increases

WM proposed a 100% increase over 2025 rates

Recology proposed a ~20% increase over WM's 2025 rates along with more sustainability options for Redmond

Rates are increasing due many factors including rising operational costs at the Cedar Hills landfill, major King County capital improvement projects, regulatory and environmental compliance, and more.



Service Delivery & Collection Hours

Recology's services have been strong, but some issues have been reported.

- Early pre-7:00 AM collections impacted Downtown and Marymoor in January
- City established early-collection commercial exception zones in Willows and SE Redmond to minimize residential impacts
- Collection in residential areas have consistently met the 7:00 AM–6:00 PM window with no complaints.
- Missed collections: 0.37 per 1,000 stops; all reported misses have been resolved within 24 hours
- Call center escalation process has been problematic at times. Working with Recology to improve this process for more reliable resolutions.
- Cart replacement delays due to internal Recology staffing issues; fix implemented and ongoing



Material Handling and Spill Response

- Materials are processed appropriately per the contract
- Contamination tags have a clear message and are consistently applied
- Spill response prompt; cleanup meets City and State standards
- Spill notifications sent consistently, even for very small volumes (as low as one quart)



Customer Service Performance

Recology's local customer service provides a valuable resource to Redmond residents.

Emails	Calls Answered	Average Seconds to Answer	Average Call Handle Time (Minutes)	Average Hold Time (Seconds)
7498	6328	27.5	5.6	77.125

January – April 2026 Data

- Issues escalated to the City have been addressed through regular meetings with Recology's management and coaching call center staff
- Repeated customer service issues rare after coaching
- Cart replacement escalation process has been reiterated to call center staff

Commercial & Multifamily Service Growth



Recology's Waste Zero team is making a difference

- New commercial accounts added: 57 garbage, 41 recycling, 13 organics
- 12 multifamily accounts have added new or increased organics services
- Waste Zero audits completed at all commercial/multifamily sites in Q1 2026
- Prioritized contamination list established and monitored monthly
- Citywide diversion at 48.99% in April (3.8% increase from January)

Communications, Containers, & Fleet



Communications

- Website and customer communications up to date
- Effective snow day messaging
- Monthly reporting sent on time



Containers

Container relabeling on schedule for completion by end of summer 2026



Fleet

- New, contract-compliant fleet with minimal leaks
- New 5-year driver labor agreement reduces service disruption risk

Community Programs & The Recology Store

Strong foot traffic and collection
of hard-to-recycle materials
(Q1)

- Styrofoam – 3488 lbs.
- Batteries – 1850 lbs.
- Fluorescent bulbs – 1400
- Small Electronics – 1300
- Small Appliances – 320
- Textiles – 450 lbs.

Community shred event: 150 vehicles,
5000 lbs. paper collected



Free Bulky Item and Hard-To-Recycle Collection

108 free bulky collections completed in Q1

- Mattresses & box springs – 71
- Furniture – 44 pieces
- Televisions – 14
- Large appliances – 12

Working with Recology's Waste Zero team to implement multifamily onsite hard-to-recycle collection at 20 buildings at no cost to residents.



Recology Customer Service and Escalation Contact

Report all issues with solid waste or recycling to Recology first.

Recology Customer Service

(425) 552-1008 or Redmond@recology.com

If an issue goes unresolved and needs to be escalated, please contact:

Jesse Dunbar

Solid Waste and Recycling Program Administrator

(425) 556-2771 or jdunbar@redmond.gov



Redmond
WASHINGTON



Thank you

Any Questions?



Redmond
WASHINGTON

City of Redmond
Payroll Check Approval Register
Pay period: 5/16 - 5/31/2026
Check Date: 06/10/2026

Check Total:	\$	30,751.52
Direct Deposit Total:	\$	3,110,906.61
Wires & Electronic Funds Transfers:	\$	1,824,946.66
Grand Total:	\$	<u>4,966,604.79</u>

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

All Checks numbered **189142** through **189153** ,
Direct deposits numbered **205518** through **206350** , and
Electronic Fund transfers **1987** through **1991**
are approved for payment in the amount of **\$4,966,604.79**
on this **10th day of June 2026**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/16 - 5/31/2026
Check Date: 06/10/2026

Total Checks and Direct deposit:	\$	4,400,726.71
Wire Wilmington Trust RICS (MEBT):	\$	565,878.08
Grand Total:	\$	<u>4,966,604.79</u>

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

Signed by:

7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 5/1 - 5/31/2026
Check Date: 5/29/2026

Check Total:	\$	-
Direct Deposit Total:	\$	10,356.89
Wires & Electronic Funds Transfers:	\$	6,715.75
Grand Total:	\$	<u>17,072.64</u>

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

All Checks numbered **205510** through **205517**, and
Direct deposits number **205510** through **205517**, and
Electronic Fund transf **1985** & **1986**
are approved for payment in the amount of **\$17,072.64**
on this **29th day of May 2026**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 5/1 - 5/31/2026
Check Date: 5/29/2026

Total Checks and Direct deposit:	\$	11,479.67
Wire Wilmington Trust RICS (MEBT):	\$	5,592.97
Grand Total:	\$	<u>17,072.64</u>

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

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

