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

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

City of Redmond Economic Development Strategic Plan

Exhibit A - SCOPE OF WORK

June 26, 2023

TASK 1. PROJECT START-UP AND MANAGEMENT

CAI will work with City leadership and project staff to initiate project work and meet throughout the project to review progress and develop a draft strategy. We will provide monthly progress reports and coordinate with City staff from week to week via email and phone calls, as necessary.

CAI will facilitate a **kickoff meeting** with City staff to discuss, at a minimum, the following: project objectives, scope and schedule review, project management expectations, stakeholder engagement strategies and schedule. CAI will also work with City staff to determine the **governance structure for the plan development process**, including staff engagement and decision-making internal to the City, and working groups to advise as project work progresses. CAI's project manager will facilitate **bi-weekly check-in calls** with the City staff to ensure progress toward milestones and address any challenges as they occur. CAI will also prepare and submit **monthly invoices with a monthly progress report** to document the project team's work and ensure consistent progress toward project completion.

Deliverables: Kick-off meeting materials; Monthly progress reports.

TASK 2. DATA ANALYSIS

This task will provide a background summary of the local economic situation in Redmond, supported by current, relevant data, and presented clearly and concisely so it can be easily understood by the general public. Relevant data and information will be gathered for a holistic, external perspective on different factors identified as most important to Redmond's economic development opportunities. This may include:

- **Demographic and economic data**, including the human capital assets of the area, labor force characteristics such as educational attainment, labor force participation, and employment by occupation and industry. Where possible, the data will be disaggregated by race and ethnicity, gender, and geography to show how populations have grown in the city and the region, how affordability and income differs across race and geography, and how the structure of the economy may contribute to economic disparities and income inequality.
- **Emerging or declining clusters or industry sectors** and their past, present, and projected impacts on the region's competitive advantages and ability to build capacity for economic development.
- Other factors that relate to economic performance in an area such as **commercial real estate performance, economic and occupational diversity, and small business and entrepreneurship**.
- **Relationship of Redmond's economy to that of the region and peer cities**, with particular regard to local advantages or disadvantages. Geography affects economic opportunities, and a peer cities analysis will offer a broad comparison to contextualize conditions in Redmond.

CAI will also work with Redmond staff and partners to **inventory and review existing studies, plans, policies, and programs relevant to economic development** in Redmond and the region and will document and assess the City's role in economic development partnerships.

A key sub-task for this work will be to synthesize all we have learned thus far from the data profile, stakeholder engagement, and project partners into an assessment of Redmond's internal strengths and weaknesses, and external opportunities and threats. This **SWOT assessment** will suggest strategic themes

and begin to transition the work toward strategy and action development. We will summarize the findings and deliver a draft and final landscape assessment.

Deliverables: Draft and final landscape assessment with illustrations and narrative.

TASK 3. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Stakeholder engagement provides the consultant team with the opportunity to work directly with residents, stakeholders, and partners in economic development to facilitate a sophisticated understanding of the regional economy and local conditions and to curate a durable coalition to guide the plan and recommendations into action. As an early deliverable in the process, we will work with the client to develop and deliver a **stakeholder engagement plan**, outlining all virtual and in-person engagement activities and meetings, as well as facilitation responsibilities, materials requirements, and timeline. As a starting point, we have identified some methods of outreach and engagement outlined below that we feel would benefit the project. However, we are eager to further discuss Redmond's understanding of the engagement needs for this project and design this further.

- **Orientation interviews** conducted early in the project to understand the lay of the land from key partners, identify vision and priorities for the plan, and to jump-start the process of issue identification.
- **Business and resident surveys** to assess challenges and opportunities for firms across the various sectors present in Redmond and the residents' vision for the local economy.
- **Focus groups** that can be organized thematically to bring together stakeholders where cross-sector challenges exist (for example, in workforce development or infrastructure availability, or resiliency).
- **Redmond staff and working group meetings** to review draft project deliverables and seek input as we progress toward a full plan. The best format for how to engage working group members will be determined in collaboration with city staff.

The number of orientation interviews, focus groups, and working group meetings will be determined in collaboration with the client and will be scaled within the budget available for this task.

Deliverables: Engagement plan summarizing the approach, timing, and participants of all outreach activities; Business and resident surveys; Focus groups materials; Synthesis of findings from interviews, surveys, and focus groups; Raw surveys data and spreadsheet with surveys analysis.

TASK 4. ECONOMIC DEVELOPMENT STRATEGY ANALYSIS

A clear, aspirational **vision statement** and concrete, measurable **goals, strategies, and actions** will form the bedrock of this Economic Development Strategic Plan. With the insights and ideas gained through previous analysis and engagement, and in close collaboration with City staff, CAI will draft and refine a vision and high-level goals to ground and guide the development of strategies and actions for Redmond. Specifically, this task will include:

- Drafting and refining a vision statement for the future of Redmond's economy.
- Developing a suite of specific, measurable, actionable, realistic, timely (SMART) strategies and actions for the next five (5) years, formatted as a 5-Year Action Plan.
- Evaluate and rank strategies against a set of criteria defined in collaboration with the city, including but not limited to equitable economic development, environmentally sustainable economy, impact on livability, and leveraging partners.
- Develop an implementation matrix, including lead and supporting roles, timelines, relative cost, associated risks, expected outcomes, levels of effort, and barriers to implementation.
- Reconcile and align with the Redmond 2050 Economic Vitality Chapter Comprehensive Plan.

Deliverables: Up to three (3) interim working drafts of the strategies and actions; Draft and final implementation matrix.

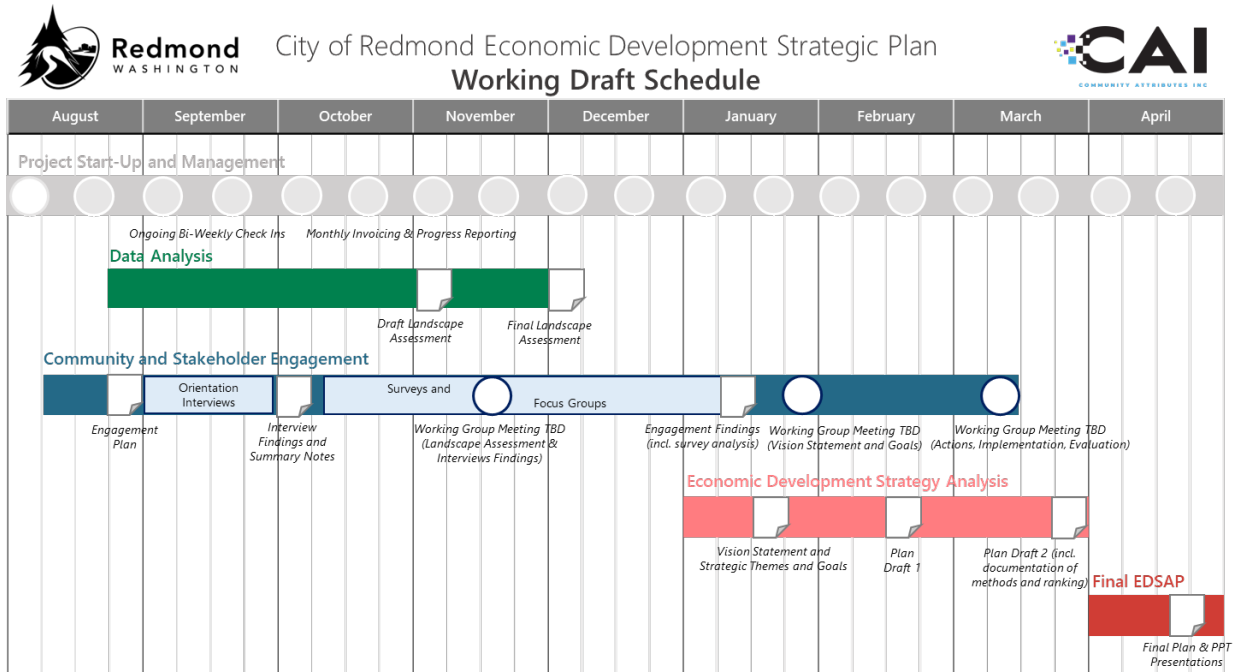
TASK 5. FINAL ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN (EDSAP)

In this final phase of the work, CAI will bring together all the pieces from the previous tasks conducted to date, telling the story of Redmond's economic development vision and strategic priorities artfully and graphically, supported by focused data and infographics. CAI will work through multiple drafts of the plan, producing an internal working draft early in the project, for review and improvement at all team meetings. CAI will deliver the final product in Microsoft Word, in addition to PDF. CAI will present the Plan to City staff, Council, and/or partners (to be decided upon with the City) in a final presentation.

Deliverables: Draft and final plan and appendices; Up to two (2) presentations of the final plan to Planning Commission and City Council.

PROJECT SCHEDULE

CAI can complete this scope of work within nine months of a notice to proceed, depending on the City's schedule needs. This graphic shows a draft schedule for project completion by April 2024, assuming an early August kick-off.



COST

The exhibit below presents the project cost that aligns with the scope of work and is inclusive of all costs. CAI can complete the above work plan for a total budget of \$80,850. CAI reserves the right to adjust budget allocation amongst tasks, provided all scope tasks and subtasks are met, or in close coordination with the client, and documented in monthly progress reports.

Task	Total Hours	Total Budget
Task 1. Project Start-up and Management	46	\$8,050
Task 2. Data Analysis	142	\$21,200
Task 3. Community and Stakeholder Engagemen	156	\$23,700
Task 4. Economic Development Strategy Analys	102	\$18,000
Task 5. Final EDSAP	56	\$9,900
Total - All Tasks	502	\$80,850