

City of Redmond



Agenda

Tuesday, July 11, 2023

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplay Ch. 34,
Facebook Live, YouTube, [Redmond.gov/rctvlive](https://www.redmond.gov/rctvlive), or 510-335-7371

Committee of the Whole - Finance, Administration, and Communications

Committee Members

Steve Fields, Presiding Officer

Jeralée Anderson

David Carson

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. 2023 City Council Outreach Activities Follow-Up [CM 23-324](#)
Department: Executive, 15 minutes
Requested Action: Informational
2. Approval of the AmeriCorps Fellowship Agreement with CivicWell for \$62,000 [CM 23-362](#)
[Attachment A: Agreement](#)
Department: Executive, 5 minutes
Requested Action: Consent, July 18th
3. Approval of Consultant Agreement with HDR in the Amount of \$180,000 for the Novelty Hill Water and Wastewater Strategic Asset Management Plan [CM 23-353](#)
[Attachment A: Draft Scope of Work](#)
[Attachment B: Map of Novelty Hill Service Area](#)
Department: Public Works, 5 minutes
Requested Action: Consent, July 18th
4. Update to the Redmond Municipal Code for the Library Board of Trustees [CM 23-363](#)
[Attachment A: Ordinance](#)
Department: Executive, 5 minutes
Requested Action: Consent, July 18th

ADJOURNMENT



Memorandum

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-324

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Jill Smith	Communications Manager
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TITLE:

2023 City Council Outreach Activities Follow-Up

OVERVIEW STATEMENT:

Executive Department staff is seeking direction from Councilmembers on their interest in any additional outreach opportunities this year. Options could include:

1. Council Conversations in Downtown Park - casual, reception style, no formal program
2. Special Council meeting in Downtown Park - rental and audio visual expenses
 - Council type meeting, or
 - Specific topic of discussion
3. Saturday Market (or tabling at another community event)
4. Town Hall at a neighborhood school or other non-city facility
5. Other

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-324

Type: Committee Memo

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
Community outreach opportunities requested by City Council.
- **Other Key Facts:**
N/A

OUTCOMES:

Councilmembers will provide staff with clear direction on any desired additional outreach activities in 2023.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
July 15, 2023 - Derby Days
Aug. 17, 2023 - Downtown Redmond Art Walk (DRAW)
Additional dates to be determined based on meeting discussion and direction
- **Outreach Methods and Results:**
Will be determined based on Council's decision.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Will be determined based on Council's decision.

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:

100.14100.00490.51160

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

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-324

Type: Committee Memo

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/13/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/15/2023	Special Meeting	N/A
8/17/2023	Special Meeting	N/A

Time Constraints:

A minimum of six weeks is requested to coordinate and promote any additional Council outreach activities.

ANTICIPATED RESULT IF NOT APPROVED:

If Council chooses not to participate, no additional outreach activities will be planned.

ATTACHMENTS:

None



Memorandum

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-362

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Approval of the AmeriCorps Fellowship Agreement with CivicWell for \$62,000

OVERVIEW STATEMENT:

This agreement will permit the addition of two CivicSpark Fellows for the 2023-2024 service year to support climate and sustainability efforts. One Fellow will be dedicated to Redmond ESAP implementation efforts, and the other will support the regional Energy Smart Eastside outreach efforts. Costs for the regional Fellow will be shared among the cities of Redmond, Bellevue, Kirkland, Issaquah, and Mercer Island.

CivicSpark is an AmeriCorps program dedicated to building capacity for local governments in California, Washington, and Colorado to address emerging environmental and social equity resilience challenges such as climate change. The CivicSpark program is administered by CivicWell. This is Redmond's second year participating in this program.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Environmental Sustainability Action Plan
- **Required:**
City contracting limits require Council approval on professional service agreements above specific thresholds.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Approval of this agreement will increase capacity for City and regional climate and sustainability initiatives.

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 total cost of the agreement is \$62,000 (\$31,000/Fellow). One CivicSpark Fellow will be dedicated to Redmond ESAP implementation efforts, and the other will support the regional Energy Smart Eastside program. The costs for the regional program support will be split five ways among the participating cities. Redmond's total budget impact for this item is \$37,200.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

0000007

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

City funds and reimbursement from partner jurisdictions

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-362

Type: Committee Memo

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/18/2023	Business Meeting	Approve

Time Constraints:

The CivicSpark service year begins in September. Failure to approve the agreement in July will impact participation in the program.

ANTICIPATED RESULT IF NOT APPROVED:

Failure to approve the agreement will result in reduced capacity for local and regional climate and sustainability efforts.

ATTACHMENTS:

Attachment A: Agreement

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (“Agreement”) is made and entered into as of July 17, 2023 (“Effective Date”) by and between the City of Redmond (“Partner”) and CivicWell (formerly, Local Government Commission), a California nonprofit public benefit corporation.

RECITALS

A. CivicWell administers the CivicSpark program as part of the federal AmeriCorps program. The CivicSpark Program provides capacity building services to local organizations through project implementation activities performed by CivicWell teams, CivicWell staff and CivicSpark Fellows (“Fellows”). Fellows can only work on contracted and allowable service activities. CivicSpark will provide this service to the Partner by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to Partner’s staff.

B. Partner desires to engage CivicWell to provide certain services through the CivicSpark program. CivicWell desires to provide those services and to be compensated accordingly.

C. Partner and CivicWell enter into this Agreement in order to memorialize the terms concerning CivicWell's performance of the services and Partner's obligations with respect thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and CivicWell hereby covenant and agree as follows:

AGREEMENT

1. CivicWell’s Scope of Services. During the term of this Agreement, CivicWell agrees to perform the services described in Exhibit B - Scope of Services, (“Services”) attached hereto and incorporated herein. The project for which the services are provided must align with the performance measures and may not involve any of the prohibited activities set forth in Exhibit A – Contracted Performance Measures and Prohibited Activities attached hereto and incorporated herein.

2. Partner’s Responsibilities. During the term of this Agreement, Partner agrees to perform the responsibilities and roles as described in Exhibit C – Partner Responsibilities, attached hereto and incorporated herein, as such responsibilities and roles relate to Partner’s participation in the CivicSpark program.

3. Compensation; Reimbursable Expenses.

(a) For the Services provided by CivicWell under this Agreement, Partner shall pay CivicWell the compensation set forth in Exhibit D - Compensation, attached hereto and incorporated herein.

(b) CivicWell shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement limited to those expenses listed in Exhibit E - Reimbursable Expenses, attached hereto and incorporated herein, up to the maximum amount set forth in Exhibit E.- Reimbursable Expenses. Upon receipt of CivicWell’s invoice, Partner shall notify CivicWell if it has any exceptions to CivicWell’s invoice. When CivicWell and Partner are in agreement on the terms of CivicWell’s invoice, Partner shall submit the invoice for payment. Partner shall reimburse CivicWell within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and CivicWell's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in

Exhibit F (“Term”). This Agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to CivicWell.

5. Termination. This Agreement may be terminated prior to the end of the Term upon the bankruptcy or insolvency of either party or upon 30 days’ written notice by the terminating party to the non-terminating party.

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate the Agreement by giving written notice to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For purposes of this provision, material breach of this Agreement includes, but is not limited to, the following: (a) Partner’s failure to pay CivicWell any compensation due within 30 days after written demand for payment; (b) CivicWell’s failure to perform the Services as provided in this Agreement; or (c) either party’s material breach of any representation or agreement contained in this Agreement.

5. Excuse of Performance. CivicWell's obligation to perform the services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by CivicWell, including any such circumstances caused by Partner.

6. Independent Contractor. It is the express intention of the parties that CivicWell is an independent contractor and not an employee, agent, joint venturer, or partner of Partner. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Partner and CivicWell or any employee or agent of CivicWell. Both parties acknowledge that CivicWell may retain the services of others to assist it but that such persons as CivicWell’s employees are not Partner employees for any purpose. CivicWell further agrees that it shall be exclusively responsible for payment of compensation and benefits to any employee it retains and shall be liable for all taxes required to be reported and remitted to appropriate tax authorities.

7. Insurance. CivicWell agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of CivicWell’s Services hereunder or from or out of any act or omission of CivicWell, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker’s compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, CivicWell shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

8. Indemnification. To the extent limited by applicable law, each party to this Agreement (“Indemnitor”) shall defend, indemnify, defend and hold harmless the other party (“Indemnitee”) and its directors, officers, agents, contractors, volunteers, and employees, from and against any and all liabilities and claims, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure by the Indemnitor of or in any way related to the Indemnitor’s performance of this Agreement or representations made in this Agreement. This provision shall survive the termination of this Agreement.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by CivicWell while performing Services under this Agreement will be assigned to and owned jointly by CivicWell and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by CivicWell in the performance of the Services for Partner shall be the joint property of CivicWell and Partner.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after

mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Partner:

Jenny Lybeck
City of Redmond
15670 NE 85th St
Redmond, WA, 98073
425-556-2121
Fax: 425-556-2900
jlybeck@redmond.gov

To CivicWell:

Lare Bloodworth
CivicWell
980 9th Street, Suite 1700
Sacramento, CA 95814-2736
916-448-1198 x302
916-448-8246 fax
lbloodworth@civicwell.org

Either party may change its address by giving written notice thereof to the other party.

11. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. In particular, neither party may vary the scope of services described in Exhibit B – Scope of Services or responsibilities in Exhibit C – Partner Responsibilities except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit B – Scope of Services and any modification may affect direct labor costs and project expenses and must be approved in writing by Partner

14. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

15. Severability. If, for any reason, any provision or partial provision of this Agreement is held invalid, such invalidity shall not affect the remainder of such provision or any other provision of this Agreement not so held invalid, and each other provision, or portion thereof, shall, to the full extent consistent with law, continue in full force and effect.

16. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or

her principal to execute this Agreement and to bind such principal to the terms hereof.

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Dated as of the Effective Date set forth above.

PARTNER:

City of Redmond;

By _____
[Name, Title]

CIVICWELL;

CIVICWELL, a California nonprofit public benefit corporation

By _____
Lare Bloodworth, Chief Financial Officer

Exhibit A

Contracted Performance Measures and Policies

CivicWell has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measure is predominantly met through training, service and professional development activities provided to the Fellows by CivicWell. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities

devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and CivicWell policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

- (1) CivicWell and Partner will comply with Equal Opportunity Employment guidelines.
- (2) CivicWell and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
- (3) CivicWell and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
- (4) CivicWell and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see 45 CFR § 2540.100(e)-(f))

(1) Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(2) Nondisplacement.

- (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
- (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
- (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

- i. Presently employed worker;
- ii. Employee who recently resigned or was discharged;
- iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- v. Employee who is on strike or who is being locked out.

Non-Harassment and Civil Rights Policy:



Program Non-Harassment and Civil Rights Policy – March 18, 2021

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or eo@cns.gov.

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.

A handwritten signature in black ink that reads 'Mal Coles'.

Mal Coles
Acting Chief Executive Officer
AmeriCorps

Exhibit B

Scope of Services

CivicWell will perform the following services:

- 1) General Program Responsibilities
 - a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
 - b. Recruit and train Fellows to provide capacity building services for the region.
 - c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
 - d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
 - e. Manage local government beneficiary and/or other partner service contracts.
 - f. Share outcomes from service with Partner.
- 2) Fellow Responsibilities
 - a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
 - b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
 - c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
 - d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
 - e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
 - f. Avoid participation in prohibited activities.
 - g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
 - h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
 - a. Data and Reporting
 - i. In support of Redmond's Environmental Sustainability Action Plan (ESAP), the Fellow will support data collection, analysis, and reporting efforts.
 - b. Outreach and Engagement
 - i. The Fellow will assist in the development and implementation of culturally responsive outreach and engagement efforts to further raise awareness about the ESAP and the City's sustainability efforts and programs, and the Energy Smart Eastside Program.
 - c. This project will include: (1) an initial gap assessment conducted by the Fellow, (2) a volunteer engagement component, and (3) a transitional support activity.
 - i. Minor changes to the scope following the requisite gap assessment process may be needed.
 - ii. The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit A – Contracted Performance Measures and Prohibited Activities.

Exhibit C

Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff.
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
 - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone), and ensure that site and workplace are accessible to individuals with disabilities if needed.
 1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
 - (vii) If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g., remote access to files, plans for remote check-in and support, technology support for remote work)
 - (d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
 - (f) Keep Regional Coordinators and/or other CivicWell staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
 - (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with CivicWell staff in a timely manner so CivicWell staff can assess the challenges and intervene as needed.
 - (h) Assist with occasional site visits to Partner by CivicWell staff.
 - (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
 - (j) Not offer the CivicSpark Fellow part-time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the

service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.

- (2) Reporting Responsibilities
 - (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 - 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 - 2. Specific eligibility requirements are provided here: <http://civicspark.lgc.org/join-civicspark/project/>
 - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
 - (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (d) Submit Fellow performance assessments on time, as described above.
 - (e) Complete any additional project reporting defined as necessary.
 - (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.

Exhibit D Compensation

Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

CivicWell will receive no more than \$62,000 for 2 Fellow(s) for performing the services set forth in this Agreement.

	2023-24 Per Fellow Benefits
Costs	\$31,000/Fellow
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

Lump Sum Payment

The Partner shall make a one-time, **lump sum payment** to CivicWell that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due within 30 days of Fellow(s)' start date**. In consideration of this single up-front payment, CivicWell shall submit monthly records of hours to date spent by the Fellow to perform the services required under the Agreement. Partner must inform CivicWell prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details. Partner must also provide clear instructions to CivicWell about how time should be tracked and reported, if necessary.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with LGC staff, etc.).

Exhibit E

Reimbursable Expenses

CivicWell does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless Partner has funds to cover such expenses.

Should Partner need to have a Fellow incur project-related expenses, those expenses shall be submitted by Fellow to Partner in writing for approval prior to Fellow incurring these expenses and prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service (Exhibit B”). Partner agrees to make the payment in a timely manner in order for Fellow(s) to be reimbursed.

Exhibit F Timeline

All tasks enumerated in Exhibit B – Scope of Services are to start on September 12, 2023, and should be completed by December 31, 2024. This agreement may be extended for time and money upon agreement from both parties.



Memorandum

Date: 7/18/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-353

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
--------------	------------	--------------

DEPARTMENT STAFF:

Public Works	Emily Flanagan	Senior Surface Water Engineer
Public Works	John Shepard	Public Works Asset Manager
Public Works	Steve Hitch	Engineering Manager

TITLE:

Approval of Consultant Agreement with HDR in the Amount of \$180,000 for the Novelty Hill Water and Wastewater Strategic Asset Management Plan

OVERVIEW STATEMENT:

Novelty Hill is a County Urban Planned Development (UPD) located outside the limits of the City of Redmond. The City provides water and wastewater services to the Novelty Hill UPD. Customers within the UPD pay their utility bill to the City; the City treats these funds separately from other Redmond utility funds. For the 2023-2024 budget, Novelty Hill had funding available to cover this assessment. The Novelty Hill Water and Wastewater Strategic Asset Management Plan will review the existing utility system and develop a long-term plan for asset management. This work will include a condition assessment, prioritization of capital projects, and recommend improvements to operational processes. This project will be used as a pilot for future asset management plans within the City.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Contracts over \$50,000 require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**

Date: 7/18/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-353

Type: Committee Memo

We are requesting this item go forward for Council approval at the July 18, 2023, Business Meeting, on the consent agenda.

OUTCOMES:

The deliverables for this work will be a Strategic Asset Management Plan, an Asset Management Program Roadmap, and an Asset Management Implementation Plan for the Novelty Hill Water and Wastewater systems.

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:

\$180,000

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

The cost is split evenly between 0000147 Wastewater Management and 0000146 Service Enhancements.

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

Novelty Hill Water and Wastewater Utility

Budget/Funding Constraints:

Project should be completed by end of 2024.

☐ **Additional budget details attached**

Date: 7/18/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-353

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/18/2023	Business Meeting	Approve

Time Constraints:

Funding was budgeted for this project for 2023-2024.

ANTICIPATED RESULT IF NOT APPROVED:

Asset management will continue as is.

ATTACHMENTS:

Attachment A: Draft Scope of Work

Attachment B: Map of Novelty Hill Service Area

Exhibit A
Scope of Services
Novelty Hill Strategic Asset Management Plan
City of Redmond

June 20, 2023



**600 University Street
Suite 500
Seattle, WA 98101-4132
Phone: (206) 826-4700**

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SCOPE OF SERVICES

Background

The City of Redmond (City) is seeking to establish an asset management program that will facilitate improved service, reliability, and cross-function cost planning for Novelty Hill Water and Wastewater Utility. The City is developing a Strategic Asset Management Plan (SAMP) for the Novelty Hill service area. The Novelty Hill Water and Wastewater SAMP development will focus on improvement of strategic and tactical planning of rehabilitation and replacement (R&R) projects for tanks, pump stations, lift stations, and water and wastewater conveyance infrastructure in the service area.

Building off the foundation laid by the Novelty Hill Water and Wastewater SAMP, in the future the City would like to complete a SAMP for the entire system. This project will provide the guiding framework for subsequent asset management efforts.

Scope of Services

Task 1 – Project Management

Objective

Coordinate task activities among the various HDR and City staff involved in preparing the Novelty Hill SAMP. Manage the scope, schedule and budget for the Novelty Hill SAMP.

HDR Services

1. Conduct a project kick-off meeting with HDR's and City project team.
 - i. Review project expectations and define project success factors.
2. Routine communications among the project team.
3. Hold regular meetings and/or conference calls with the City/HDR joint project team.
4. Monitor internal costs, work products, quality control process, and schedule performance over the course of the project.
5. Prepare monthly invoices. Prepare brief written progress reports each month to accompany the invoice.

City Responsibilities

1. Engage knowledgeable staff representing the wastewater and drinking water system operations and engineering to provide responses to items addressed in project coordination meetings.
2. Review monthly progress reports and respond to issues identified, if applicable.
3. Process monthly invoices; and communicate questions or issues to HDR Project Manager.

Assumptions

1. The kickoff meeting will be up to 2 hours long, and subsequent PM meetings will be approximately 1 hour long.

2. All meetings will be conducted remotely using Microsoft Teams.
3. Additional time outside the meetings is budgeted for preparation, notes, and follow-up.
4. Meetings will typically involve two HDR staff (i.e. project manager and technical lead).
5. Project duration will be approximately 18 months. Approximately 12 of these months will be active. The other 6 months will involve implementation planning and preparation for scaling SAMP development systemwide.

Deliverables

1. Kickoff meeting summary.
2. Monthly invoice and progress report.

Task 2 – Data Collection

Objective

Identify and acquire information from City databases and files needed for HDR Engineering, Inc. (HDR) to carry out its assigned tasks. Provide a basis for asset management program planning. This will include asset management policies and asset specific information.

HDR Services

1. Prepare a prioritized data request for submittal to the City listing information needed.
2. Review incoming data provided by the City. Maintain and update the data request. Review progress of data transfer with City Project Manager.
3. Record information to reflect current City policies, processes, and asset condition.
4. Inventory existing assets
 - i. Compile available asset data
 - ii. Document level of service (LOS) and key performance indicators (KPIs) by asset class
 - iii. Document existing O&M strategies and SOPs

City Responsibilities

1. Provide data needed per the data requested.
2. Work with HDR Project Team to resolve questions or missing information.

Assumptions

1. For planning purposes, HDR can reasonably rely on the system data provided.
2. HDR will build upon existing City asset registry and hierarchy.
3. All interview/meetings will be conducted remotely using Microsoft Teams.

Deliverables

1. Data Request

Task 3 – Novelty Hill Asset Management Program Review

Objective

Assess the current state of Novelty Hill's water and wastewater asset management program implementation, including programs, strategies, processes, and technology enablers. Identify gaps in the City's program implementation versus best management practices and associated opportunities to identified gaps.

HDR Services

1. Conduct a review of all asset management and related documentation received through coordination with the City.
2. Conduct meetings with identified stakeholders, including at the enterprise level and with stakeholders across City divisions and asset classes. Meetings will cover review of the following areas to determine a high-level current state of asset management program, processes and systems:
 - Asset management strategy and planning
 - Asset management policy
 - Asset management strategy and objectives
 - Strategic planning
 - Asset management planning
 - Asset management decision-making
 - Capital investment decision-making
 - Operations and maintenance decision-making
 - Lifecycle value realization
 - Resourcing strategy
 - Shutdowns and outage strategy
 - Lifecycle delivery
 - Technical standards and legislation
 - Asset creation and acquisition
 - Maintenance delivery
 - Asset operations
 - Resource management
 - Shutdown and outage management
 - Asset information
 - Asset information strategy
 - Asset information standards
 - Asset information systems

- Data and information management
- Organization and people
 - Asset management leadership
 - Organizational structure
 - Competence management
- Risk and review
 - Risk assessment and management
 - Management of change
 - Asset performance and health monitoring
 - Asset management system monitoring
 - Management review, audit, and assurance
- 3. Analyze program gaps,
 - i. Identify program improvement opportunities (as referenced by list of program areas in item 2 above). (Phase 1 - initial)
 - ii. Review the current set of maintenance strategies and associated maintenance resourcing and identify potential changes; against the asset management framework confirmed in Task 5 (Part 2 – after SAMP development)
- 4. Review the gap analysis findings and opportunities for improvement with the City in a final meeting to gather feedback and build consensus.

City Responsibilities

1. Provide data needed per the data request associated with Task 2.
2. Review the gap analysis findings and provide feedback/program priorities.

Assumptions

1. City data will generally be provided in electronic format suitable for use in HDR analyses.
2. All interview/meetings will be conducted remotely using Microsoft Teams.
3. Interview/meeting schedule will be established and include up to eight, 2 hr sessions between HDR and City staff.
- 4.

Deliverables

1. Asset Management Program Review and Opportunities for Improvement Memorandum (section for Asset Management Implementation Plan).

Task 4 – Systems Condition Assessment

Objective

Complete an in-person systems level condition assessment of identified Novelty Hill assets (pump stations, lift stations, reservoirs).

HDR Services

1. Perform field reconnaissance of City facilities in the company of City operations and engineering staff to determine current systems level condition of specified Novelty Hill assets.
 - i. Validate asset hierarchy and asset registry for service area.

City Responsibilities

1. City staff will lead a field reconnaissance of Novelty Hill facilities with HDR's condition assessment team.
2. Provide any supplemental data to determining condition of assets as requested by HDR.

Assumptions

1. Field reconnaissance to include up to 2 hrs per facility, all completed in 2 days in-person.
2. HDR condition assessment team to include Structural, O&M, Electrical/Controls, and technical lead/project manager.

Deliverables

1. Systems level condition data, incorporated into current state of system section in draft SAMP (table and photos).

Task 5 – SAMP Development

Objective

Establish asset management framework including standardized risk assessment, capital, and maintenance planning strategies. Document the agreed upon asset management strategy in comprehensive planning document.

HDR Services

1. Project life spans for existing assets based on asset class characteristics.
 - i. Derive remaining useful life based on maintenance staff input; key to later scoring likelihood of failure (LOF).
 - ii. To utilize HDR useful-life data library for various asset classes, as well as recently published AWWA Useful Life Schedule.
2. Guide the City through development of a risk policy with a risk and criticality assessment.
 - i. Develop risk assessment framework and perform criticality analysis; incorporating condition scoring, LOF, and consequence of failure (COF).
 - ii. Conduct risk assessment framework workshops with the City to agree on risk factors and weighting.
3. Develop estimates of replacement and maintenance costs.
 - i. Prepare project capital cost estimates for improvements, based upon a standard cost methodology developed in coordination with the City. HDR will use recent City bid

tabulations, and current and projected construction cost trends to develop suitable planning-level costs for CIP planning.

- ii. Conduct a workshop with the City to discuss and refine identified capital needs and prioritized scheduling for projects.
4. Develop statement of strategic intent that identifies the constraints, goals and vision for asset management against which improvement initiatives will be determined and prioritized for implementation.

City Responsibilities

1. Provide recent City bid tabulations to be used in developing the opinions of probable project costs, adjusted as necessary for current construction prices.
2. Provide input on existing and anticipated CIP projects and associated projects affecting city streets.
3. Participation in workshops.
4. Review the capital needs memo and provide written comments.

Assumptions

1. All workshop/meetings will be conducted remotely using Microsoft Teams.
2. Unit costs will be based upon recent City bid tabulations, to the extent practicable.
3. CIP project costs will be a Class 5 estimate as defined by American Association of Cost Estimators (AACE) International (i.e., with a contingency equal to up to 100% of estimated project costs). Class 5 Capital Cost Opinions for conceptual alternatives will have a range of accuracy based upon AACE International Recommended Practice No. 18R-97, Class 5, 0- to 2- percent project definition, +100% to -50% Range of Accuracy.
4. Project costs are based on the best judgment of experienced professionals generally familiar with the industry. However, due to the uncertainty of labor/materials prices and market/bidding conditions, the project costs are not guaranteed to be the same as actual construction cost.

Deliverables

1. Technical Memo Novelty Hill Capital Needs (PDF).
2. Draft and Final SAMP (PDF).

Task 6 – Implementation Planning

Objective

HDR will develop proposed recommendations for the City to implement its asset management program for the Novelty Hill Water and Wastewater, including improvements both at the agency and division/asset class level.

HDR Services

1. Guide City through organization development planning workshop for asset management program.

- i. Review asset management goals, objectives, and program obligations
 - ii. Establish stakeholders and ownership for asset management program execution
2. Prepare in the form of an asset management program roadmap, Novelty Hill's Water and Wastewater asset management vision and defined projects that can be implemented over a specific timeframe (roadmap) to achieve that vision.
 - i. develop asset management recommendations and proposed initiatives (in the form of projects) to improve asset management program
 - ii. prioritize asset management initiatives and develop a 5-year asset management roadmap
 - iii. develop project summary sheets for the top five initiatives, detailing the scope, current/future state, proposed benefits, budget, and high-level action steps to implement the initiative.
 - iv. compile recommendations, roadmap, and project summary sheets into a final asset management program implementation plan.
3. Conduct an initial/final meeting/workshop with the City to confirm the shared asset management vision, asset management initiatives, and improvement program roadmap.

City Responsibilities

1. Participation in workshops.

Assumptions

1. All workshop/meetings will be conducted remotely using Microsoft Teams.

Deliverables

1. Asset Management Program Roadmap
2. Asset Management Program Implementation Plan

Task 7 – Optional Supplemental Services

Objective

To provide a contingency fund that the City may authorize use of to address additional unforeseen support services including but not limited to completion of Novelty Hill SAMP, planning for scaling SAMP process systemwide, and/or asset management program implementation.

HDR Services

1. Provide services contingent on City request to support and up to the budget allocated.

City Responsibilities

1. Authorize use supplemental services budget when deemed appropriate to address out-of-scope items.

Assumptions

1. Funds in this task must have prior authorization by the City before use.
2. Services not to exceed \$10,000.

Deliverables

1. No deliverables are specified for this task.

Schedule

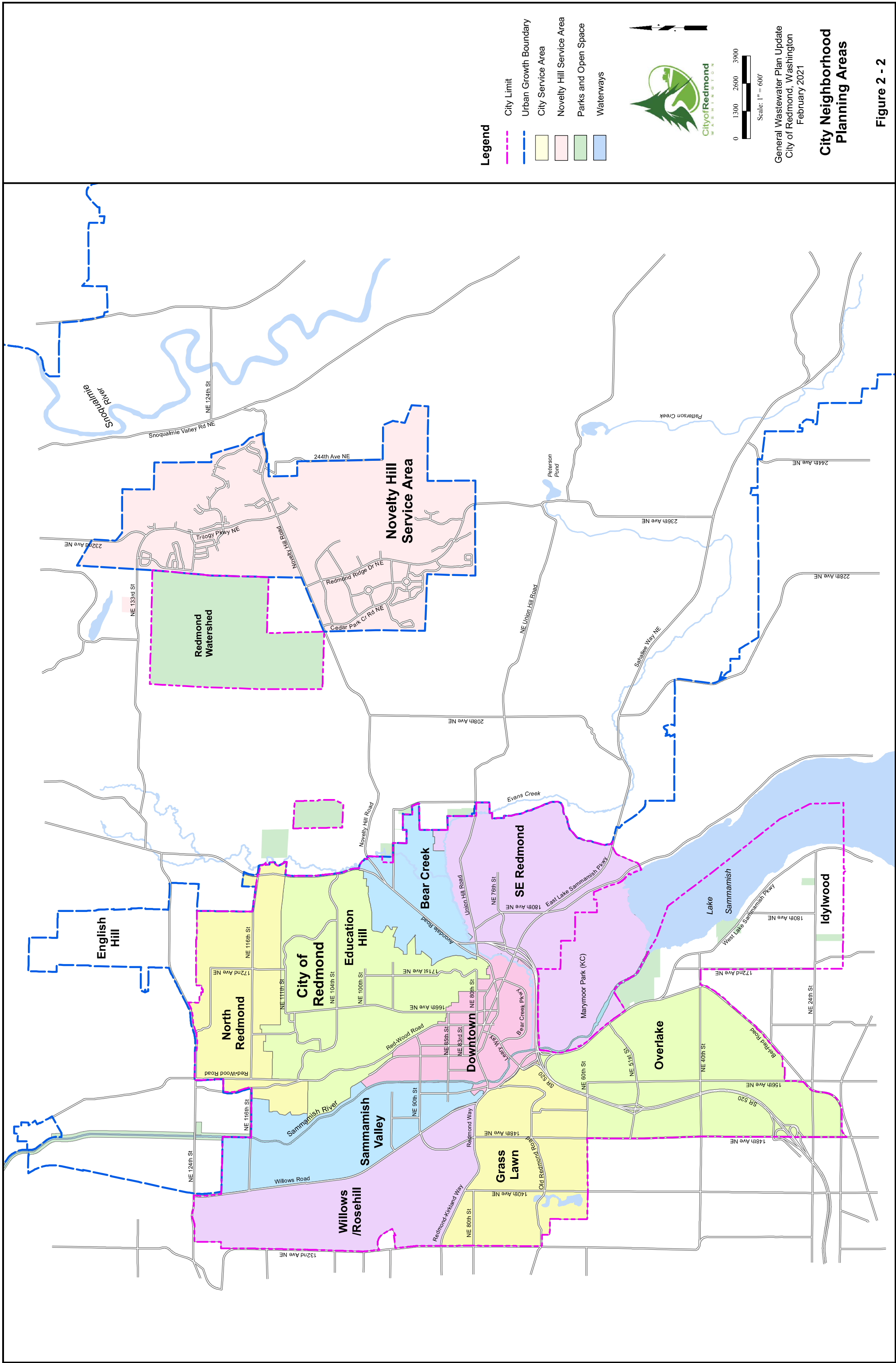
The anticipated schedule is summarized in the table below.

Milestone	Anticipated Duration
Task 1 – Project Management	August 2023 – January 2025
Task 2 – Data Collection	August 2023 – September 2023
Task 3 – Asset Management Program Review	September 2023 – October 2023
Task 4 – Systems Condition Assessment	October 2023
Task 5 – SAMP Development	October 2023 – March 2024
Task 6 – Implementation Planning	May 2024 – July 2024
Task 7 – Optional Supplemental Services	July 2024 – January 2025

Fee

HDR will submit monthly invoices, on a time and materials basis, with a total project cost related to the above scope of services not to exceed \$200,000. A breakdown of fee by task is provided below.

Task	Fee
Task 1 – Project Management	
Task 2 – Data Collection	
Task 3 – Asset Management Program Review	
Task 4 – Systems Condition Assessment	
Task 5 – SAMP Development	
Task 6 – Implementation Planning	
Task 7 – Optional Supplemental Services	
TOTAL	





Memorandum

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-363

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
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TITLE:

Update to the Redmond Municipal Code for the Library Board of Trustees

OVERVIEW STATEMENT:

The Library Board of Trustees desires to change their term limits from five years to three years. This will allow more people to be able to participate as board members. The current members will be able to finish out their five-year terms and any subsequent term will be for three years. Also, the Library Board of Trustees will adopt a rules of procedure document to provide for the day, time and location of their regular meetings and other meeting procedures.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Any changes to the code must be approved by the Council through the adoption of an ordinance.
- **Council Request:**
Councilmember Stuart, as a former member of the Library Board of Trustees, requested that staff look into changing the term limits to align with the general board code term limits.
- **Other Key Facts:**
N/A

OUTCOMES:

This will allow more people to be able to serve on the Library Board of Trustees, as there has been an increase in applications and interest in the board. Developing a rules of procedure document will allow meetings to be advertised as regular meetings not special meetings, per state law.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
The Library Board of Trustees discussed and voted in approval to recommend making the change.
- **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
------	---------	------------------

Date: 7/11/2023

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 23-363

Type: Committee Memo

N/A	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/18/2023	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The Library Board of Trustees will continue to have a five-year term.

ATTACHMENTS:

Attachment A: Ordinance

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
4.35, LIBRARY BOARD OF TRUSTEES, TO CHANGE
TERM LIMITS AND PROVIDING FOR THE DEVELOPMENT
OF RULES OF PROCEDURE

WHEREAS, the Library Board of Trustees would like to update code language to align term limits with the general board code, Redmond Municipal Code 4.10; and

WHEREAS, the Library Board of Trustees discussed recommending changing the term length from five years to three and voted unanimously to approve the recommendation; and

WHEREAS, the Library Board of Trustees expressed interest in having the current members fulfill their current five year terms and any subsequent terms will be three years; and

WHEREAS, the Library Board of Trustees will develop a Rules of Procedure to establish a regular meeting schedule; and

WHEREAS, the Redmond City Council now desires to codify these changes.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Section. RMC 4.35,020, Term of office - Vacancies - Removal, is hereby amended to read as follows:

4.35.020 Term of office - Vacancies - Removal.

A. The members of the Library Board of Trustees shall hold office for a term of ~~five~~ **three** years, except that ~~the first~~ appointments **made prior to July 18, 2023, shall complete their five-year term.** ~~be for terms of one, two, three, four and five years, respectively, as determined by the appointing authority. Thereafter, as each term expires, appointments shall be made for a three five-year term.~~ **All subsequent appointments or reappointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy.** ~~Members whose present terms expire on December 31st shall serve until March 31st and all successive terms shall commence on April 1st. No person shall be appointed for more than two consecutive terms. Each member shall hold office until a successor is appointed and confirmed.~~

Section 3. Adoption of Section. RMC 4.35,040, Meetings, is hereby adopted to read as follows:

4.35.040 Meetings

A. The board shall adopt procedural rules governing the transaction of its business. The rules shall include provision of the date, time, and place of regular meetings. All meetings shall be open to the public.

B. A majority of the membership shall constitute a quorum for the transaction of business.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of _____,
2023.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

JAMES E. HANEY, CITY ATTORNEY

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