

# City of Redmond



## Agenda

Tuesday, September 27, 2022

4:30 PM

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

### **Committee of the Whole - Parks and Environmental Sustainability**

#### **Committee Members**

*David Carson, Presiding Officer*

*Jeralee Anderson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Melissa Stuart*

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**AGENDA**

## ROLL CALL

1. 2021 Environmental Sustainability Action Plan Annual Report [CM 22-621](#)  
and September Monthly Update

[Attachment A: September ESAP Update](#)

*Department: Executive, 5 minutes*

*Requested Action: Staff Report, October 4th*

2. Acceptance of the Department of Commerce Climate Grant [CM 22-622](#)  
Award in Support of Climate Planning and Resilience Projects

[Attachment A: Grant Award Letter](#)

[Attachment B: Grant Agreement](#)

*Department: Executive, 5 minutes*

*Requested Action: Consent, October 4th*

3. Memorandum of Understanding (MOU) with the City of [CM 22-623](#)  
Bellevue for Sustainability Study Tour

[Attachment A: MOU](#)

*Department: Executive, 5 minutes*

*Requested Action: Consent, October 4th*

4. Department of Commerce Grant Funding for Redmond Senior [CM 22-533](#)  
& Community Center

[Attachment A: Contract](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Consent, October 4th*

5. King County Parks Capital and Open Space Grant Funding for [CM 22-610](#)  
Redmond Senior & Community Center

[Attachment A: Grant Agreement](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Consent, October 4th*

6. Recreation Summer Recap 2022 [CM 22-611](#)

[Attachment A: Presentation](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Informational*

7. Green Redmond Partnership Summary 2021 [CM 22-608](#)

[Attachment A: Green Redmond 2021 Annual Achievements](#)

*Department: Parks and Recreation, 5 minutes*

*Requested Action: Informational*

8. SCA Boards Update [CM 22-624](#)

*5 minutes*

ADJOURNMENT



Memorandum

Date: 9/27/2022

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

File No. CM 22-621

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**

2021 Environmental Sustainability Action Plan Annual Report and September Monthly Update

**OVERVIEW STATEMENT:**

This item includes an overview of the top Environmental Sustainability Action Plan (ESAP) implementation highlights of 2021. Redmond committed to pause each year and review ESAP implementation progress to follow a process of continuous improvement. Staff will present the key findings from the annual report and priority next steps during the October 4 Council Business Meeting. This report also includes an informational memo on implementation activities completed over the past month (Attachment A).

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan, Climate Emergency Declaration, City of Redmond Operations Zero Carbon Strategy, Community Strategic Plan, Tree Canopy Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
Council requested monthly updates at the Parks and Environmental Sustainability Committee of the Whole meetings.
- **Other Key Facts:**  
The Environmental Sustainability Action Plan was adopted in September 2020 and serves as the community’s strategy to reduce greenhouse gas emissions (GHG) and preserve natural resources. Council also adopted a Climate Emergency Declaration, which was integrated into the ESAP and identifies key sustainability objectives

for the City's work.

**OUTCOMES:**

See Attachment A for a summary of monthly implementation highlights.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**  
N/A

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

**Budget Offer Number:**  
The memo includes updates across multiple departments and divisions.

**Budget Priority:**  
Healthy and Sustainable

**Other budget impacts or additional costs:**       Yes       No       N/A  
*If yes, explain:*  
N/A

**Funding source(s):**  
The memo includes updates across multiple departments and divisions.

**Budget/Funding Constraints:**  
N

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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Date: 9/27/2022

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

File No. CM 22-621

Type: Committee Memo

1/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
2/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
3/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
4/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
5/24/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
6/28/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
7/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
8/23/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/4/2022	Business Meeting	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Monthly Environmental Sustainability Action Plan Update

## Background

This document provides a high-level update of monthly implementation activities for the [Environmental Sustainability Action Plan \(ESAP\)](#). The ESAP is the City’s strategic roadmap to reduce greenhouse gas (GHG) emissions and enhance Redmond’s natural resources for future generations.

The overarching ESAP priorities for 2021-2022 include:

1. Prioritize improvements to **city operations** as Redmond works towards the goal of carbon neutrality for city operations by 2030 in support of the Climate Emergency Declaration.
2. Advance **key sustainability priorities**, including those integrated into the 2021-2022 budget.
3. Leverage **partnerships and communications** strategies to engage the community.
4. Establish **foundational systems** and programs for the newly formed Sustainability Program.

## Programmatic Updates

### Key Priorities

- 2021 Environmental Sustainability Action Plan Annual Report: Through the ESAP, Redmond committed to review progress annually and adjust priorities as needed to advance towards the ESAP goals. This report captures the top implementation highlights of 2021. The 2021 Report will be presented to Council during the October 4 Business Meeting.
- Energy Smart Eastside Heat Pump Campaign: The Energy Smart Eastside Heat Pump campaign hosted two workshops (August 25 and September 14) with more than 140 total attendees. The program includes two tracks, one mainstream program that offers up to a \$500 group discount for all participants, and the other a highly subsidized track for a small number of income qualified community members. Interested parties will attend a free one-hour workshop to begin their participation in the program. They will be connected with approved installers to identify their next steps. Interested community members can learn more and register for workshops at [www.energysmarteastside.org](http://www.energysmarteastside.org).
- Joint Grant Application for Heat Pump Campaign: The cities of Redmond, Bellevue, Issaquah, Kirkland, and Mercer Island, and King County, partnered on a joint application to the Washington State Community Energy Efficiency Program grant program to support expansion of the heat pump campaign. The jurisdictions have been invited to prepare a full competitive proposal for more than \$1.1M. The proposal includes additional funds to support full cost coverage heat pump installations for income qualified individuals, as well as a market rate incentive.
- Ridwell Pick-Up: In partnership with Ridwell, the City hosted free doorstep pickup and recycling of Styrofoam and plastic bags on September 10 and 24 for single family homes, apartment and condos. Metrics for the September events are being compiled and will be reported in future updates.

### Partnerships & Communication

- Redmond Climate Action Challenge: 188 households are now participating in the Redmond Climate Action Challenge, the City's platform to guide community members on their sustainability journey. As families transition back to school, outreach is focused on youth, educators, and schools to connect them to the Challenge platform. To learn more or join the Challenge, visit the City's [website](#).
- Cascade Water Alliance Solar Project: On July 28<sup>th</sup>, the CWA's Powerhouse PV project went live. The system is anticipated to produce more than 97% of the energy for the facility.

### Foundational Systems

- September Environmental Sustainability Advisory Committee meeting: The ESAC met on September 22 for its regularly scheduled bi-monthly meeting. The September agenda focused on the development of a sustainability communications strategy and Redmond 2050. More information can be found on the City's website at <https://www.redmond.gov/1524/Environmental-Sustainability-Advisory-Co>.
- CivicSpark Fellow for Sustainability Work: Redmond's CivicSpark Fellow began his year of service on September 19. The Fellowship will support implementation of the Environmental Sustainability Action Plan, and focus on key initiatives including external education and engagement, the Climate Action Challenge, and data analysis. CivicSpark is an AmeriCorps program dedicated to building capacity for public agencies to address emerging environmental and social equity resilience challenges such as climate change. The fellowship runs from September 2022 through August 2023.



Memorandum

Date: 9/27/2022

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

File No. CM 22-622

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**

Acceptance of the Department of Commerce Climate Grant Award in Support of Climate Planning and Resilience Projects

**OVERVIEW STATEMENT:**

The City of Redmond has been awarded an Early Implementation Climate Planning Grant in the amount of \$80,000 from the Department of Commerce. This grant will support the evaluation of resilient stormwater infrastructure design and pilot test preferred routes within ½ mile of future light rail stations.

Staff requests this item be added to the October 4 Business Meeting as a consent item for final approval.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan, Environmental Sustainability Action Plan (ESAP), Climate Vulnerability Assessment, Transportation Master Plan, Utilities Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Grant funding for the project must be expended by June 2023

**OUTCOMES:**

Work completed under this grant will implement ESAP Strategy T1 (*Increase the equitable use of non-SOV modes of transportation such as biking, walking and public transit through programmatic and infrastructure interventions*) and N2 (*Enhance resilience of natural areas and systems to climate change*), inform the Transportation Master Plan development process, and implement findings from the Climate Vulnerability Assessment.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Community outreach will be completed through the project.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$80,000

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

**Budget Offer Number:**  
000220

**Budget Priority:**  
Healthy and Sustainable

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

*If yes, explain:*  
N/A

**Funding source(s):**  
Grant funds

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

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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**Date:** 9/27/2022

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

**File No.** CM 22-622

**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
10/4/2022	Business Meeting	Approve

**Time Constraints:**

The projects funded through the grant must be complete by June 30, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

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

**ATTACHMENTS:**

Attachment A - Funding Award Letter

Attachment B - Grant Agreement



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

July 19, 2022

Mayor Angela Birney  
15670 NE 85<sup>th</sup> ST  
Redmond, WA 98073

RE: Early Implementation Climate Planning Grant

Dear Mayor Birney:

I am pleased to inform you that you have been awarded \$80,000 in grant funds from Growth Management Services (GMS) to incorporate climate action elements into your periodic update.

Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2022. Therefore, you will not need to delay work on the grant until the contract is signed. All work associated with this grant must be complete by June 2023.

In addition to this financial assistance, GMS will continue to provide technical assistance for you during this process, and our professional regional planners are ready to assist you with any questions. Please feel free to contact your assigned regional planner, Kirsten Larsen, with any questions at [kirsten.larsen@commerce.wa.gov](mailto:kirsten.larsen@commerce.wa.gov).

Sarah Fox, our GMS Climate Program Manager will be in contact with you to develop the contract and answer any questions that you may have. Sarah may be reached at [sarah.fox@commerce.wa.gov](mailto:sarah.fox@commerce.wa.gov) or 360-725-3114.

Sincerely,

A handwritten signature in black ink that reads "Dave Andersen".

Dave Andersen, AICP  
Managing Director  
Growth Management Services

Cc: Susan McLain, Community Development Director  
Kirsten Larsen, Commerce



**Interagency Agreement with**

City of Redmond

through

Washington State Department of Commerce  
Local Government Division  
Growth Management Services

**For**

Early Implementation Climate Planning Grant

**Start date:** July 1, 2022

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**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

**Contract Number: 23-63333-121**

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Early Implementation Climate Planning Grant**

<b>1. Contractor</b> City of Redmond  Mailing Address: PO Box 97010 Redmond, WA 98073  Physical address: 15670 NE 85th St Redmond, WA 98073		<b>2. Contractor Doing Business As (optional)</b> n/a	
<b>3. Contractor Representative</b> Jenny Lybeck 15670 NE 85th St Redmond, WA 98052 425-556-2121 jlybeck@redmond.gov		<b>4. COMMERCE Representative</b> Sarah Fox Climate Program Manager (360) 725-3114 Sarah.fox@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$80,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2022	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> n/a	<b>Federal Agency:</b> n/a	<b><u>CFDA Number</u></b> n/a	
<b>10. Tax ID #</b> n/a	<b>11. SWV #</b> SWV0003729	<b>12. UBI #</b> 176-000-016	<b>13. UEI #</b> n/a
<b>14. Contract Purposes</b> (1) To develop resilient storm water infrastructure design; and (2) Pilot test of preferred routes within 1/2 mile of future light rail stations			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work and Attachment “B” – Budget.			
<b>FOR CONTRACTOR</b>		<b>FOR COMMERCE</b>	



Washington State  
Department of  
**Commerce**

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Angela Birney, Mayor  
City of Redmond

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Date

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Mark K. Barkley, Assistant Director  
Local Government Division

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Date

**APPROVED AS TO FORM ONLY BY ASSISTANT  
ATTORNEY GENERAL 08/22/2019.  
APPROVAL ON FILE.**

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

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

**2. CONTRACT MANAGEMENT**

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

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

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

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$80,000 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **23-63333-121**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

**5. INSURANCE**

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

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**6. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. FRAUD AND OTHER LOSS REPORTING**

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. ORDER OF PRECEDENCE**

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

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

**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

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

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

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

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

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

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

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

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

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

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

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

## **20. TREATMENT OF ASSETS**

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. WAIVER**

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

## Scope of Work

Steps/ Deliverables	Description	End Date
<b>Objective #1</b>	<b>To develop resilient storm water infrastructure design</b>	
<b>Action 1</b>	<b>Project Management</b> Quarterly invoices and status reports to the Department of Commerce	<b>6/30/2023</b>
<b>Deliverable 1</b>	<b>Quarterly Invoices with summary of work done in support of grant.</b>	<b>6/30/2023</b>
<b>Action 2</b>	<b>Compile and assess existing work evaluating climate change effects on stormwater design in Western Washington</b> <ul style="list-style-type: none"> <li>a. <b>Review</b> of work done by local, state, and Federal agencies on the predicted effects of climate change in Western Washington and its potential effect on stormwater infrastructure design</li> <li>b. <b>Interview</b> with agencies to understand trends and best practices.</li> <li>c. <b>Assess</b> the compiled information for its applicability in supporting stormwater design, including: <ul style="list-style-type: none"> <li>i. Basis of assumptions</li> <li>ii. Effect on designed stormwater Infrastructure (change in size, how much larger/smaller)</li> <li>iii. Ease/pitfalls of implementation</li> </ul> </li> <li>d. <b>Recommend</b> method for Redmond to follow in applying climate change to stormwater infrastructure design standards. <ul style="list-style-type: none"> <li>i. Recommended method may require additional work to develop for implementation, provide recommended next steps.</li> </ul> </li> </ul>	<b>3/15/2023</b>
<b>Deliverable 2</b>	<b>Memo summarizing literature review, interview notes, assessment of methods, and recommendations.</b>	<b>3/15/2023</b>

Steps/ Deliverables	Description	End Date
<b>Objective #2:</b>	Assessment of preferred routes to community destinations within a ½ mile of future light rail stations in the areas forecasted with the most growth to identify top priority pedestrian and bicycle improvements that have the most potential to reduce vehicle miles traveled (VMT).	
<b>Action 1</b>	<b>Project Management</b> Quarterly invoices and status reports to the Department of Commerce	<b>6/30/2023</b>
<b>Deliverable 1</b>	<b>Quarterly Invoices with summary of work done with support of grant.</b>	<b>6/30/2023</b>

Action 2	<p><b>Assess and identify preferred routes to community destinations and areas of concern within the ½ mile of future light rail stations, such as parks, libraries, schools, etc.</b></p> <ul style="list-style-type: none"> <li>a. <b>Design</b> community assessment kit and outreach plan utilizing social media and internet tools to gather preferred routes of walking and/or biking to community destinations within project area.</li> <li>b. <b>Encourage participation</b> in the community among people concerned about accessibility and connectivity, including stakeholders like families with school-aged children, running/walking clubs, homeowner associations.</li> <li>c. <b>Identify</b> key areas of concern or barriers that keep people driving to community destinations.</li> <li>d. <b>Prioritize</b> routes within project vicinity and community needs that would encourage people to travel any mode other than vehicle to a community destination.</li> </ul>	11/30/2022
Deliverable 2	<p><b>Memo summarizing top priority community destinations, areas of concern, and preferred routes within project area. Recommend potential project development ideas and comparisons to existing Transportation Facility Plan project list.</b></p>	2/15/2023
Action 3	<p><b>Co-Develop Action Plan and Pilot project</b></p> <ul style="list-style-type: none"> <li>a. <b>Invite</b> community stakeholders who participated in route assessment to help co-create an action plan</li> <li>b. <b>Share Results</b> from previous outreach (Deliverable 2) and choose one of the top priority routes to develop as a pilot project.</li> <li>c. <b>Gather</b> and conduct a walking audit of the top priority route.</li> <li>d. <b>Develop</b> pilot project that would involve community participation traveling to a community destination without a car for a short amount of time, using temporary materials like plastic posts and paint</li> <li>e. <b>Design Evaluation</b> method and criteria</li> <li>f. <b>Conduct</b> pilot project</li> </ul>	2/15/2023
Deliverable 3	<p><b>Memo summarizing pilot project method and results.</b></p>	6/30/2023

## Budget

	Commerce Funds
<b>Grant Objective 1: <i>Resilient Stormwater Infrastructure Design</i></b>	
Deliverable 1. Project Management	\$2,500
Deliverable 2. White Paper Summary	\$17,500
<b>Grant Objective 2: <i>Transportation Master Plan</i></b>	
Deliverable 1. Project Management	\$2,500
Deliverable 2. Preferred routes memo	\$30,000
Deliverable 3. Memo summarizing pilot results	\$27,500
<b>Total:</b>	<b>\$80,000</b>
<b>Budget Narrative:</b>	

Objective 1 – Resilient Stormwater Infrastructure Design:

The City will provide a \$15,000 match from the City’s stormwater utility to support this objective. Grant funding will be applied to consultant hours, not City staff time. The City will finalize consultant scope and budget once grant funding is secure.

Objective 2 – Transportation Master Plan:

The City will provide a 50% match from the City’s general fund to support this objective. Grant funding will be applied to consultant hours and goods/materials, not City staff time.



Memorandum

Date: 9/27/2022

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

File No. CM 22-623

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Lisa Maher	425-556-
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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**TITLE:**

Memorandum of Understanding (MOU) with the City of Bellevue for Sustainability Study Tour

**OVERVIEW STATEMENT:**

The City of Bellevue is the recipient of a grant from the Scan Design Foundation for a study tour in Denmark in October 2022. The study tour will focus on model climate, sustainability, and livability practice to inform regional work in King County. The cities of Redmond and Kirkland, and King County have all been offered a \$5,000 scholarship per jurisdiction to participate in the study tour, along with City of Bellevue representatives.

Staff requests Council approve the Mayor to sign the MOU with the City of Bellevue as a consent item on the October 4 Council Business meeting.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan, Utility Strategic Plan, Community Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Hands on learning around climate and sustainability best practices provides the city with the information and knowledge necessary to create policies and projects that increase our resilience and sustainability.

**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 grant will offer \$5,000 scholarship to cover travel, lodging, and food.

Approved in current biennial budget:       Yes       No       N/A

**Budget Offer Number:**

000220

**Budget Priority:**

Healthy and Sustainable

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

**If yes, explain:**

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
10/4/2022	Business Meeting	Approve

**Time Constraints:**

The study tour is scheduled for mid-October.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the MOU is not approved, staff will not attend.

**ATTACHMENTS:**

Attachment A: MOU

**MEMORANDUM OF UNDERSTANDING AND RELEASE OF LIABILITY**

**between**

**THE CITY OF BELLEVUE AND CITY OF KIRKLAND, CITY OF REDMOND, AND KING COUNTY**

The parties to this Memorandum of Understanding and Release of Liability (Agreement) are the City of Bellevue (Bellevue), a municipality organized under the laws of Washington and the City of Kirkland, a municipality organized under the laws of Washington, City of Redmond, a municipality organized under the laws of Washington, and King County, a county organized under the laws of Washington (collectively “Regional Partners”). Bellevue and Regional Partners are referred to collectively herein as “the Parties.”

**I. RECITALS**

- a. Scan Design Foundation has offered a donation of \$5,000 per participant to Bellevue to provide scholarships for up to twelve participants to attend a study tour in Denmark in October 2022 (Study Tour). The Parties recognize that Scan Design Foundation intends for its donation to be for up to nine participants from the Bellevue and up to one participant from each of the three Regional Partners, and that Scan Design Foundation wishes to make a single donation to Bellevue to fund scholarships for all 12 participants.
- b. In offering the donation, Scan Design Foundation has represented that it does not expect the Parties to provide goods, services, or special or preferential treatment in return. Scan Design Foundation has further represented that it is not currently conducting business with any of the Parties and does not intend to do so in the future.
- c. I-Sustain, a Washington non-profit organization, intends to enter into a contract with Bellevue to plan, organize, and execute the Study Tour for a payment of the \$5,000 per participant, or the amount of the donation received from Scan Design Foundation, for up to twelve participants to attend the Study Tour. The Parties recognize that I-Sustain intends for the Study Tour to be for up to nine participants from Bellevue and up to one participant from each of the three Regional Partners.
- d. The Study Tour will focus on climate sustainability and livability commitments. Bellevue recognizes that facilitating regional attendance in the Study Tour is beneficial to Bellevue for subsequent collaboration and regional planning.
- e. Regional Partner recognizes that Bellevue’s facilitation of their participation in the Study Tour, through accepting the Scan Design Foundation donation and contracting with I-Sustain, constitutes due consideration for entering into this Agreement.

**II. AGREEMENT:**

The Parties agree that this Agreement is binding and enforceable under Washington law.

**III. RESPONSIBILITIES:**

- a. Bellevue will accept a donation of \$5,000 per participant from Scan Design Foundation for up to 12 participants, including up to nine participants from Bellevue and up to one participant from each Regional Partner.

b. Bellevue will enter a contract with I-Sustain for payment of \$5,000 per participant to be used for scholarships for the Parties' intended participants and that requires I-Sustain to plan, organize, and execute the study tour as detailed in the attached Statement of Work.

c. Regional Partners are not parties to the contract with I-Sustain, but under the contract are eligible for reimbursement for travel expenses of up to \$1,200 per participant from I-Sustain. Regional Partners will be responsible for seeking allowable reimbursements directly from I-Sustain and Bellevue shall not be responsible for any such reimbursement.

#### IV. RELEASE OF LIABILITY AND HOLD HARMLESS

a. No employees of Regional Partners shall be considered employees of Bellevue. Nothing in this Agreement shall be construed as an obligation for Bellevue to assume any risk regarding the contract with I-Sustain, the study trip, or any other obligations or liabilities on behalf of Regional Partners or their employees.

b. Regional Partners shall protect, defend, indemnify, and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of Regional Partners, their contractors, subcontractors, and/or the users of the Regional Partners' services and/or products.

c. Bellevue shall protect, defend, indemnify, and save harmless Regional Partners, their officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of Bellevue, their contractors, subcontractors, and/or the users of Bellevue's services and/or products.

d. Bellevue and Regional Partners agree that their obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their employees or agents. In the event Bellevue or Regional Partners obtain any judgment or award, and/or incur any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from Bellevue and Regional Partners.

#### V. MISCELLANEOUS PROVISIONS

a. **Entire agreement.** This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

b. **Amendment.** Modifications to this MOU must be in writing and be signed by each Party.

c. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Parties irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

d. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

e. **Nonwaiver.** Any failure by a Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the Contract.

f. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Parties arising under the Agreement may be assigned, without all Parties' prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

g. **Marks.** Regional Partner will not use any trade name, trademark, service mark, or logo of Bellevue (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without Bellevue's express prior written consent. Bellevue will not use any trade name, trademark, service mark, or logo of any Regional Partner (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the Regional Partner's express prior written consent.

h. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given.

i. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Contract and it shall be effective as to the last date written below:

**City of Bellevue**

Signature: \_\_\_\_\_

Printed Name: Brad Miyake

Title: City Manager

Date: \_\_\_\_\_

Approved as to form

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

Jessica Nadelman, Assistant City Attorney

**City of Redmond**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Kirkland**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**King County**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Memorandum

Date: 9/27/2022

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

File No. CM 22-533

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Jeff Aken	Park Planning Manager
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**TITLE:**

Department of Commerce Grant Funding for Redmond Senior & Community Center

**OVERVIEW STATEMENT:**

Accept Department of Commerce legislative appropriation for \$1,125,000 for design/construction of the Redmond Senior & Community Center. The Redmond Senior & Community Center received a \$1.125M legislative appropriation for the design/construction of the building in 2021 and has completed contracting paperwork for acceptance.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - o Envision Redmond Senior Center Building Stakeholders Report March 2020
  - o Redmond Community Strategic Plan
  - o 2017 Community Priorities for the Future of Redmond’s Community Centers Report
  - o Redmond Comprehensive Plan
  - o Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
  - o Redmond Facilities Strategic Management Plan
  - o 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Staff would like to start billing to this grant now that the contract has been completed

**OUTCOMES:**

The desire to build and open a Senior & Community Center within three years has been well documented by stakeholders, citizens, and City Council.

**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:**

\$58 million

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

**Budget Offer Number:**

CIP

**Budget Priority:**

Infrastructure, Healthy and Sustainable, Vibrant and Connected.

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

***If yes, explain:***

N/A

**Funding source(s):**

CIP: \$17.116 million

State Capital Adopted Budget: \$1.25 million

Surplus Park Impact Fees from 2019-202: \$1.648 million

Surplus REET from 2019-2020: \$2.486 million

Councilmanic Bonds: \$16.0 million

One-time Cash: \$9.5 million + \$7.35 million in 2021-2022 surplus General Fund revenues

King County Parks Levy: \$500,000

Amazon Sponsorship: \$150,000

**Budget/Funding Constraints:**

The City Council approved a total project budget of \$48 million on February 15, 2022. Councilmanic Bonds were issued with City Council approval in May 2022. Construction has commenced and costs have continued to be high due to a volatile market and inflation. Based on the bids received to date, the project cannot be completed for \$48 million. Staff will discuss increased budget during the budget process for the 2023-2024 biennium.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/4/2022	Business Meeting	Approve

**Time Constraints:**

Construction has begun on the Redmond Senior & Community Center and bonds have been issued. Lack of approval of this item will not allow reimbursement of costs from the King County Levy Grant and will require additional funding.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the grant will not be received, and the project will be underfunded.

**ATTACHMENTS:**

Attachment A: S22-151 Final Contract



**Grant to**

City of Redmond

through

The 2022 Local & Community Projects Program

**For**

Redmond Community Center (Redmond) - The construction of the Redmond Senior and Community Center.

**Start date:** 7/1/2021



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## FACE SHEET

Grant Number: 22-96634-151

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

<b>1. GRANTEE</b>  City of Redmond 15670 NE 85th Street Redmond, Washington 98073		<b>2. GRANTEE Doing Business As (optional)</b>  					
<b>3. Grantee Representative</b>  Carrie Hite Parks and Recreation Director (425) 556-2328 chite@redmond.gov		<b>4. COMMERCE Representative</b>  Ranya Aboras Project Manager (360) 464-0389 Fax 360-586-5880 ranya.aboras@commerce.wa.gov					
<b>5. Grant Amount</b> \$1,225,000.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 7/1/2021	<b>8. End Date</b> 6/30/2025, contingent on reappropriation, 6/30/2023 if funds are not reappropriated				
<b>9. Federal Funds (as applicable)</b> N/A		<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Federal Agency</u></td> <td style="text-align: center;"><u>CFDA Number</u></td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </table>		<u>Federal Agency</u>	<u>CFDA Number</u>	N/A	N/A
<u>Federal Agency</u>	<u>CFDA Number</u>						
N/A	N/A						
<b>10. Tax ID #</b> 91-6001492	<b>11. SWV #</b> 003729-10	<b>12. UBI #</b> 176-000-016	<b>13. DUNS #</b> N/A				
<b>14. Grant Purpose</b>  The purpose of this performance-based contract is to provide funding for the construction of the Redmond Senior and Community Center as described in Attachment A – Scope of Work (the “Project”).  COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.							
<b>FOR GRANTEE</b>  <small>F070C3A6CA80451...</small> Angela Birney, Mayor 7/12/2022   2:08 PM PDT  Date		<b>FOR COMMERCE</b>  <small>80312B04865C458...</small> Mark K. Barkley, Assistant Director 7/13/2022   6:21 AM PDT  Date  <b>APPROVED AS TO FORM</b>   Dawn Cortez, Assistant Attorney General Washington State Office of the Attorney General Date 7/12/2022					

**SPECIAL TERMS AND CONDITIONS  
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THIS CONTRACT, entered into by and between City of Redmond ("GRANTEE"), a Unit of Local Government, and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

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

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

WHEREAS, the Washington State Legislature has, in Laws of 2021, Chapter 332, Section 1075, made an appropriation to support the 2022 Local & Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in the construction of the Redmond Senior and Community Center.

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

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

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$1,225,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

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

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed,

**SPECIAL TERMS AND CONDITIONS  
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professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

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

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period

E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

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**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

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

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

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

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

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

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

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

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. INSURANCE**

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements During the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General

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Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

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

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

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

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

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance for Contractors.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool

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

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

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

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

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired

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with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.

- B.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A.** The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**16. MODIFICATION TO THE PROJECT BUDGET**

- A.** Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D.** Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

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**18. HISTORICAL AND CULTURAL ARTIFACTS**

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

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

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

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

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

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

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

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to

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terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**21. FRAUD AND OTHER LOSS REPORTING**

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

**22. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

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**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

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

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

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

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

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

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

**B. State Funds Requirements**

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

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

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

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

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

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

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

**10. BREACHES OF OTHER STATE CONTRACTS**

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

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**12. CONFLICT OF INTEREST**

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date

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of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

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

**13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

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

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

**14. DISPUTES**

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

The request for a dispute hearing must:

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

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

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

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

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

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

**15. DUPLICATE PAYMENT**

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

**16. GOVERNING LAW AND VENUE**

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

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

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

**19. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on

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behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**20. LAWS**

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

**21. LICENSING, ACCREDITATION AND REGISTRATION**

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

**22. LIMITATION OF AUTHORITY**

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

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**24. PAY EQUITY**

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

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

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

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

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

**26. PUBLICITY**

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

**27. RECAPTURE**

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

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

**28. RECORDS MAINTENANCE**

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

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

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

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

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

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**31. SAVINGS**

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

**32. SEVERABILITY**

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

**33. SITE SECURITY**

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

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

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

**36. TAXES**

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

**37. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

**38. TERMINATION FOR CONVENIENCE**

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

**39. TERMINATION PROCEDURES**

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

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

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

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the

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extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**40. TREATMENT OF ASSETS**

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

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

**41. WAIVER**

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

**Scope of Work**

Funds awarded under this grant will be used by the City of Redmond to construct a senior and community center located at, 8703 160th Avenue Redmond, WA 98052.

This will include but is not limited to, construction materials, electrical and mechanical systems, and construction management.

This project will serve as a benefit to the public by expanding the City of Redmond's capacity to serve the community at large from seniors to children.

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

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:

*Angela Birney*

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GRANTEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
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\_\_\_\_\_  
DATE

**Budget**

<b>Line Item</b>	<b>Amount</b>
Architecture & Engineering	\$4,540,000.00
Construction	\$34,000,000.00
Capitalized Equipment	\$1,000,000.00
Construction Management	\$4,220,000.00
Other Demolition	\$240,000.00
<b>Total Contracted Amount:</b>	<b>\$44,000,000.00</b>

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:

*Angela Birney*

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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE

**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
Local	\$42,775,000.00	
<b>Total Non-State Funds</b>	<b>\$42,775,000.00</b>	<b>\$42,775,000.00</b>
<b>State Funds</b>		
State Capital Budget	\$1,225,000.00	\$1,225,000.00
<b>Total Non-State and State Sources</b>		<b>\$44,000,000.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

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

DocuSigned by:

*Angela Birney*

F678C3A8CA90451...

GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

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

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

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

DocuSigned by:

*Angela Birney*

\_\_\_\_\_  
F070C9A0CA90451...

GRANTEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
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\_\_\_\_\_  
DATE

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

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

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

DocuSigned by:  
  
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\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
TITLE

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7/12/2022 | 2:08 PM PDT

\_\_\_\_\_  
DATE



Memorandum

Date: 9/27/2022

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

File No. CM 22-610

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Jeff Aken	Park Planning Manager
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**TITLE:**

King County Parks Capital and Open Space Grant Funding for Redmond Senior & Community Center

**OVERVIEW STATEMENT:**

Authorize the Mayor to accept King County Parks and Open Space Grant funding for \$500,000 for construction of the Redmond Senior & Community Center.

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

**REQUESTED ACTION:**

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - Envision Redmond Senior Center Building Stakeholders Report March 2020
  - o Redmond Community Strategic Plan
  - o 2017 Community Priorities for the Future of Redmond’s Community Centers Report
  - o Redmond Comprehensive Plan
  - o Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
  - o Redmond Facilities Strategic Management Plan
  - o 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
  - N/A
- **Council Request:**
  - N/A
- **Other Key Facts:**
  - Staff would like to start billing to this grant now that the contract has been completed.

**OUTCOMES:**

The desire to build and open a Senior and Community Center within three years has been well documented by stakeholders, citizens, and City Council

**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:**  
\$58 million

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Infrastructure, Healthy and Sustainable, Vibrant and Connected

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

*If yes, explain:*  
N/A

**Funding source(s):**  
CIP: \$17.116 million  
State Capital Adopted Budget: \$1.25 million  
Surplus Park Impact Fees from 2019-202: \$1.648 million  
Surplus REET from 2019-2020: \$2.486 million  
Councilmanic Bonds: \$16.0 million  
One-time Cash: \$9.5 million + \$7.35 million in 2021-2022 surplus General Fund revenues  
King County Parks Levy: \$500,000  
Amazon Sponsorship: \$150,000

**Budget/Funding Constraints:**

The City Council approved a total project budget of \$48 million on February 15, 2022. Councilmanic Bonds were issued with City Council approval in May 2022. Construction has commenced and costs have continued to be high due to a volatile market and inflation. Based on the bids received to date, the project cannot be completed for \$48 million. Staff will discuss increased budget during the budget process for 2023-2024

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
10/4/2022	Business Meeting	Approve

**Time Constraints:**

Construction has begun on the Redmond Senior & Community Center and bonds have been issued. Lack of approval of this item will not allow reimbursement of costs from the King County Levy Grant and will require additional funding.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the grant will not be received, and the project will be underfunded.

**ATTACHMENTS:**

Attachment A: King County Capital Project Grant Agreement



**PARKS CAPITAL AND OPEN SPACE PROGRAM**  
**CAPITAL PROJECT GRANT AGREEMENT**

Department/Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: City of Redmond

Project: Senior & Community Center

Award Amount: \$500,000.00 Project#: 1144509 Contract#: 6329017

Term Period: Effective Date To November 30, 2024

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THIS AGREEMENT is a grant agreement entered into between City of Redmond (the “Grant Recipient”) and King County (the “County”) (collectively the “Parties”) for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

**RECITALS**

- A. Ordinance 18890, which took effect May 13, 2019, called for a special election to authorize the King County parks, recreation trails and open space levy. On August 6, 2019, King County voters approved the levy, which included funding for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities in order to construct new and improve existing recreation facilities to address the pressures of rapid growth in King County.
- B. Motion 15378, Section A.1., and Attachment A, further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. Ordinance 19166, Attachment A established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is King County is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities.

- E. Grant Recipient is a City
- F. The Parks Capital and Open Space Grant Program Advisory Committee has recommended an allocation of levy grant funds to specific projects, pursuant to Ordinance 19433
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$500,000.00 (“Grant Award Funds”) in order to construct, improve, or repair the Project described below and in the attached exhibits.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

**GRANT AWARD TERMS AND CONDITIONS**

1. **DEFINITIONS**

1.1 **Project.**

The term “Project” means the design, development and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, as set forth in **Exhibit B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Map of Facility and Location	Attached hereto as Exhibit A
<input checked="" type="checkbox"/>	Scope of Work	Attached hereto as Exhibit B
<input checked="" type="checkbox"/>	Project Budget	Attached hereto as Exhibit C
<input checked="" type="checkbox"/>	Insurance Requirements	Attached hereto as Exhibit D
<input checked="" type="checkbox"/>	Restrictive Covenant Agreement	Attached hereto as Exhibit E

1.2 **Map of Facility and Location.** This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

**8703 160th Ave, Redmond, WA. 98052**

See **Exhibit A** for a depiction of the Facility and a map of specific Facility location and boundaries.

1.3 **Scope of Work.** Grant Recipient shall provide a scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant

Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.

- 1.4 **Project Budget.** Grant Recipient shall work with King County to develop a Project Budget, attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B** and **C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B** and **C**.
- 1.5 **Contractor.** Contractor shall include any contractor or consultant hired by Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. **EFFECTIVE DATE**

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. **TERM**

The term (“Term”) of this Agreement shall begin on the Effective Date and end on **November 30, 2024**. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. **AMENDMENTS**

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. Either party may request changes to this Agreement, however, changes that deviate substantially from the proposal submitted to and approved by the Advisory Committee and the King County Council will need to be approved by those entities.

5. **NOTICES**

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

<b>KING COUNTY</b>	<b>City of Redmond</b>
Butch Lovelace	Jeff Aken
Program Manager, Community Investments	Park Planning Manager
King County Parks	City of Redmond
201 S Jackson Street Suite #5702	15670 NE 85th
Seattle, WA 98104	Redmond, WA. 98052
206-477-4577	425-556-2328
butch.lovelace@kingcounty.gov	jaken@redmond.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other address in substitution of the foregoing address to which

such notice or communication shall be given.

6. DISBURSEMENT OF GRANT FUNDS

- 6.1 The County may authorize, at County’s sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.2 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.3 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), within thirty (30) days of the date this Agreement expires or is terminated. If the Grant Recipient’s final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Grant Recipient of the amounts set forth in said invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize “King County Parks” as a

“grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

9.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Project Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.

9.4 King County Council Notification: If Grant Recipient is a city or town notification to the King County Council 30 days prior to any major milestone, such as a groundbreaking or opening dates is, required.

9.5 Signage: Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Capital and Open Space Grant program requirements specified in Moton 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County as set forth in this Section 10 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit E. Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

12. RESTRICTIVE COVENANTS

Upon completion of construction of the Facility, Grant Recipient shall record the executed Restrictive Covenant Agreement, attached hereto as **Exhibit E.**

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks staff. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

13.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- Require all warranties be executed, in writing;
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it promptly.

13.3 Right to Inspect- Construction.

King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

13.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

13.5 Construction Site/Work Fencing.

Grant Recipient will be solely responsible for the site work, required permits, and

grading for the Project. Grant Recipient will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development periods. Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.

13.5 Alteration of Site or Facility after Construction.

After the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.

13.6 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

13.7 Public Works Laws.

To the extent applicable, Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.8 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility (hereinafter "Design and Construction Phase"), except for injuries and damages caused by the negligence of King County.

13.9 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D** – Insurance Requirements.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

15. MAINTENANCE OF RECORDS

15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Grant Award Funds and compliance with this Agreement.

15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed in Section 5 of this Agreement of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of [Grant Recipient] with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

18. CORRECTIVE ACTION

18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.

18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

19.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant Recipient ten (10) days advance written notice of the termination.

19.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.

19.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.

19.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

A. The duty to promptly accept tender of defense and provide defense to the County at

the Grant Recipient's own expense;

- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16, 12.17 through 12.18 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and Grant Recipient agrees to abide by all conditions of said chapter. Failure by Grant Recipient to comply with any requirement of said KCC Chapter shall be a material breach of contract.

24. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

25. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds. **Grant Recipient’s duties under this Section 25 shall survive the expiration of this Agreement.**

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project,

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written.

City of Redmond

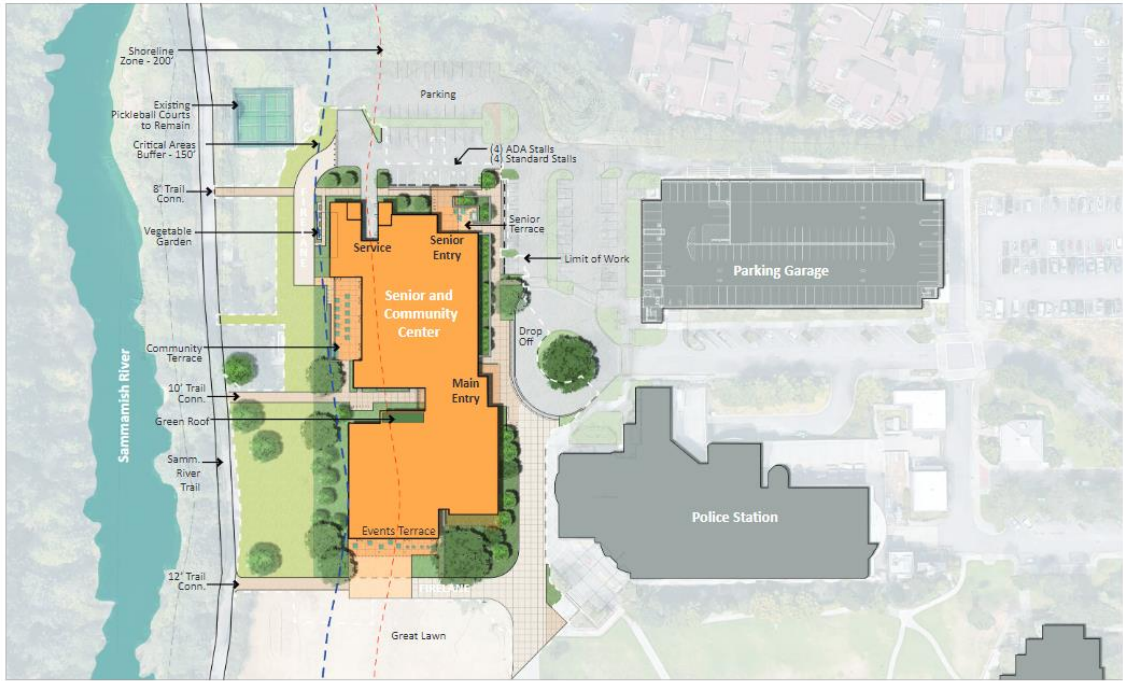
King County

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit A- Map of Facility and Location**



**GROUNDWELL**  
LANDSCAPE ARCHITECTURE

SITE PROGRAMMING DIAGRAM  
**REDMOND SENIOR COMMUNITY CENTER**  
REDMOND, WA 98052  
1"=30' | August 2021

**Exhibit B- Scope of Work**



**Levy Grant**

Capital and Open Space Grants  
**Scope of Services**

The City of Redmond project will construct a senior & community center to serve the entire community with multigenerational active recreation, arts, events, and year-round gathering areas.

Activities/Milestones		Estimated Completion Date	Deliverables
1	100% Design	June 2022	Final Designs
2	Groundbreaking	June 2022	
3	Site/Civil Engineering	September 2022	
4	Footings/Foundations	November 2022	
5	Completion of new senior/community center	November 2023	

**Exhibit C- Project Budget**

**Organization and Project Name: City of Redmond, Redmond Senior & Community Center**

Project Tasks		Project Costs	Grant Request
<b>Planning / Design / Permits</b>			
	Design and Permitting	\$4,600,000	
	Permit and Impact Fees	\$1,000,000	
<b>Construction / Installation / Materials</b>			\$500,000
	Site/Civil Engineering	\$2,300,000	
	Structure	\$11,800,000	
	Envelope	\$4,700,000	
	Mechanical	\$10,700,000	
	Interior	\$4,900,000	
	Furniture, Fixtures, and Equipment	\$800,000	
<b>Other</b>			
	Contingency	\$5,000,000	
	Tax	\$3,200,000	
	Project Management (Max 15% of grant)	\$1,900,000	
<b>TOTALS</b>		<b>\$50,900,000</b>	<b>\$500,000</b>

## **Exhibit D- Insurance Requirements**

### Insurance Requirements

Grant Recipient shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

Each insurance policy shall be written on an "occurrence" basis; excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

### Evidence and Cancellation of Insurance

Upon execution of the Agreement, and within thirty (30) days of request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.

The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Grant Recipient's or any Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Exhibit D or, consequently, constitute the County's acceptance of the adequacy of Grant Recipient's or any Contractor's insurance or preclude or prevent any action by County against Grant Recipient for breach of the requirements of this section.

#### Minimum Scope and Limits of Insurance

Grant Recipient shall maintain the following types of insurance and minimum insurance limits: Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

Professional Liability (Errors and Omissions): Grant Recipient or its Contractor(s) shall procure and maintain Professional Liability (Errors and Omissions) insurance with minimum limits of \$1,000,000 per claim and in the aggregate.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

Employers Liability or "Stop Gap" coverage: \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the commercial general liability policy.

Pollution Liability: Grant Recipient or its Contractor(s) shall procure and maintain Pollution Liability insurance with minimum limits of \$1,000,000 per occurrence or claim and in the

aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed.

**Builder’s Risk/Installation Floater Insurance:** Grant Recipient or its Contractor(s) shall procure and maintain prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form) including coverage for collapse and theft. The coverage shall insure for direct physical loss to property of the entire term of the Project, for 100% of the replacement value.

#### Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

King County, its officials, employees and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.

With respect to all liability policies (except Workers Compensation):

Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any [Grant Recipient’s], or Contractor(s) insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.

Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.

#### Waiver of Subrogation

Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

#### Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit the County’s right to coverage under the required insurance, or to Grant Recipient’s, or any Contractor’s liability to the County, and shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

#### Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, [Grant Recipient] shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.

#### Self-Insurance

If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property.

#### Contractors

Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this Exhibit D, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Grant Recipient is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

#### Work Site Safety

Grant Recipient shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. Grant Recipient shall comply with all applicable federal, state and local safety regulations governing the job site, employees, and Contractors.

**Exhibit E- Restrictive Covenant Agreement**

When Recorded Return to:

King County  
Department of Natural Resources and Parks  
Parks and Recreation Division  
201 S Jackson Street, KSC-NR-5702  
Seattle, WA 98104-3855

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT  
RESTRICTIVE COVENANT AGREEMENT**

GRANTOR: City of Redmond

GRANTEE: King County, a political subdivision of the State of  
Washington

ABBREVIATED LEGAL DESCRIPTION: [Fill in]

ASSESSOR’S TAX PARCEL NO.: [Fill in]

**PARKS LEVY CAPITAL AND OPEN SPACE GRANT CAPITAL PROJECT  
RESTRICTIVE COVENANT AGREEMENT**

This Parks Levy Capital and Open Space Grant Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 202\_, and is made and executed by City of Redmond (the “Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, City of Redmond and the County may also be referred to collectively as the “Parties” and individually as “Party.”

**RECITALS**

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
  
- B. Pursuant to a Parks Capital and Open Space Grant Agreement, between the County and Grant Recipient, dated \_\_\_\_\_, Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property for the purpose of providing land protection and recreation for the public. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit B**.
  
- C. The purpose of this instrument is to place on record those certain Restrictive Covenants (as defined below) which, pursuant to a Parks Levy Capital and Open Space Program Grant in the amount of \$500,000.00 awarded to Grant Recipient to construct the Facility on said Property, requires that the Facility be restricted to uses in accordance with the funds used to construct said Facility. The Property was acquired by deed recorded under recording No. [cite recorded deed for purchase], between [prior owner’s name] and City of Redmond

**COVENANT AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises herein, Grant Recipient and the County agree, covenant and declare that the Facility is subject to the following restrictive covenants, which covenants shall run with the land and burden the Facility for the sole benefit of the County and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant Recipient and its successors and assigns and all subsequent owners of the Facility, and to the County and its successors and assigns and all subsequent owners of the County’s benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed or other instrument hereafter executed conveying any portion or interest in the Facility, shall contain an express provision making such conveyance subject to the covenants and

conditions of this Covenant Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Facility might pass that the Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.

Grant Recipient acknowledges that the Facility was constructed on the Property for parks and recreation and open space purposes with funding from the King County Parks Levy authorized by Ordinances 18890 and 19166, the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378, and Grant Recipient covenants that the Facility will be used for the parks, recreation, and open space purposes contemplated by Ordinances 18890 and 19166, and that the Facility shall not be converted to a different to a different status or use for a period of thirty years unless a full reimbursement of the Parks Capital and Open Space Grant award amount is made to King County.

Grant Recipient acknowledges that the Property was purchased for parks and recreation and open space purposes with parks levy funds as authorized by King County Ordinances 18890 and 19166, and Grant Recipient covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378, including that Grant Recipient covenants that the Property will continue to be used for the purposes contemplated by King County Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements, that the Property shall not be transferred or conveyed except by agreement with an agency or nonprofit organization, which agreement shall provide that the Facility shall be continued to be used for the purposes of Ordinances 18890, 19166, and the Parks Capital and Open Space Grant Program requirements specified in Motion 15378.

Grant Recipient covenants that it and any successor in interest will maintain the Facility for public use as required by Ordinances 18890 and 19166, and the Parks Levy Capital and Open Space Program Grant Program requirements specified in Motion 15378. The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other

locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County. Grant Recipient covenants that it will not limit or restrict access to and use of the Facility by non-residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-residents as for the residents of Grant Recipient.

Parties Bound. This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.

Remedies. The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:

Default. If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.

Notice of Default. Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).

County's Remedies. The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.

No Waiver. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

9. Miscellaneous Provisions.

9.1 Agreement to Record. Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.

9.2 Time of the Essence. Time is of the essence of this Covenant Agreement and of every provision thereof.

- 9.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:  
If to King County:
- King County Department of  
Natural Resources & Parks  
Parks and Recreation Division  
201 South Jackson Street  
Seattle, WA 98104-3855  
Attn: Director
- If to City of Redmond:  
City of Redmond  
15670 NE 85th  
Redmond, WA. 98052
- 9.4 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.5 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.
- 9.6 Governing Law. This Covenant Agreement shall be governed by the laws of the State of Washington and venue shall be in King County Superior Court.
- 9.7 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.
- 9.8 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 9.9 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient's ownership interest in the Facility.
- 9.10 Captions. The titles and headings of the sections of this Covenant Agreement have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or

provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.

- 9.11 No Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

IN WITNESS WHEREOF, City of Redmond and the County have executed this Covenant Agreement on the date set forth above.

GRANT RECIPIENT: City of Redmond

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

KING COUNTY, a political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Notary Block on following page]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ City of Redmond which is the \_\_\_\_\_ of City of Redmond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT A  
LEGAL DESCRIPTION**

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT B  
PROPERTY AND FACILITY MAP**



Memorandum

**Date:** 9/27/2022

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

**File No.** CM 22-611

**Type:** Committee Memo

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

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Parks	Loreen Hamilton	425-556-2336
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**DEPARTMENT STAFF:**

Parks	Amanda Deml	Recreation Manager
Parks	Zach Houvener	Recreation Business Manager
Parks	Tory Watson	Program Coordinator

**TITLE:**

Recreation Summer Recap 2022

**OVERVIEW STATEMENT:**

Staff will share a program update highlighting summer recreation programs, activities, events, and rentals. Highlights of this summer include: special event updates, cultural arts activations, and summer day camps.

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

**REQUESTED ACTION:**

**Receive Information**

**Provide Direction**

**Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Summarize summer recreation programs, services, and activities as well as outline key Fall 2022 offerings.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

N/A

**Approved in current biennial budget:**

Yes

No

N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

N/A

**Other budget impacts or additional costs:**

Yes

No

N/A

*If yes, explain:*

N/A

**Funding source(s):**

N/A

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

---

**Date:** 9/27/2022

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

**File No.** CM 22-611

**Type:** Committee Memo

---

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Summer Recap 2022

# Parks & Recreation Summer Recap

September 27, 2022

Amanda Deml, Recreation Manager

Zach Houvener, Recreation Business Manager

Tory Watson, Program Coordinator



# Agenda

- Summer 2022 recap
  - Participation statistics
  - Section highlights
- Beyond summer 2022

*“Thanks to summer camp staff for being so attentive to our needs, you made our summer much more enjoyable”.*

*- Aiya & Elad*

*“Tennis camp was great! Instructors were warm, welcoming, knowledgeable, and seemed to really enjoy working with kids”.*

*- Anonymous*



# Participation Numbers

Summer Camps	2021	2022	Difference
Summer camps offered	221	284	63
Total campers served	3,942	4,292	350
Total camp revenue	\$583,931	\$903,128	\$319,197

All Activities (May-Aug)	2021	2022	Difference
Activities offered	806	881	75
Activity registrants	9,002	10,493	1,491
Total activity revenue	\$717,954	\$1,138,127	\$420,173

*All activities include summer camps*



# Summer 2022



## Sports & Fitness

- 163 Sports & Fitness camps
- 1,762 participants registered
- New contractor served 200+ kids
- 75 registered adult teams
- 45 drop-in volleyball players



## Teen & Adaptive

- Redmond Youth Partnership Advisory Committee (RYPAC) events, projects, & outreach
- Teen Center partnerships & community events
- Adaptive sports, socials & inclusion efforts
- Camps



## Seniors

- Camp WEGO
- Curbside senior lunches
- Programs and Activities:
  - Rockin' on the River
  - Artfully Made
  - Pickleball clinics

# Summer 2022



## Outdoor

- Farm and Pony Camps
- Nature Vision returned
- Guest speakers
- Welcome Lupin, Basil and Sage to the farm



## Arts

- Poet Laureate – Laura Da’
- Art season grants
- Public Art Intensive



## Events

- Signature events
- Special event permitting
  - Misc. use permit
  - Special event permit
  - Film/photo Permit
- Process refinements

# Beyond Summer 2022

## Upcoming:

- Busker Program
- Redmond Lights
- Rental expansion
- Recreation software
- Pickleball in Redmond





Thank you  
Any Questions?





Memorandum

Date: 9/27/2022

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

File No. CM 22-608

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Meg Angevine	Park Operations Supervisor
Parks	Dave Tuchek	Acting Assistant Director

**TITLE:**

Green Redmond Partnership Summary 2021

**OVERVIEW STATEMENT:**

The Green Redmond Partnership has been active with on-the-ground restoration work in forested parkland since 2009. Working from a 20-year Forest Management Plan developed in 2007, the partnership has a goal of bringing 1025 acres of forested parkland into active management by developing and supporting an engaged volunteer community. 2021 accomplishments include:

- 424 volunteers
- 1,723 volunteer hours
- 594 plants installed
- 0.45 new acres enrolled
- 27 forest stewards
- Green Redmond Day

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
20-Year Forest Management Plan; Environmental Sustainability Action Plan; Tree Canopy Strategic Plan
- **Required:**  
N/A

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

**OUTCOMES:**

Ecological - Removal of non-native plants and planting of native trees and shrubs.  
 Community - Volunteer opportunities/participation.  
 Economical - Public involvement and ownership.

**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:**

\$150,000 (2021-2022)

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

**Budget Offer Number:**

Offer 00219

**Budget Priority:**

Healthy and Sustainable

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

**If yes, explain:**

N/A

**Funding source(s):**

General Fund, Public Works Storm Water Utilities

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

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

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

None

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Green Redmond 2021 Annual Achievements



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 9/27/2022

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

**File No.** CM 22-624

**Type:** Committee Memo

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SCA Boards Update