



ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF REDMOND

P-00322487

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Redmond ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached, and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.

3. Responsibilities of the Agency.

- 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
- 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; provided, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
- 3.3 The Agency shall complete the Project no later than December 31, 2026.
- 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2026.

4. Term. This Agreement shall be become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2026, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under

this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

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

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

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices.

Notices to the Port shall be sent to:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:

City of Redmond
15670 NE. 85th St.
Redmond, WA 98052

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

PORT OF SEATTLE

CITY OF REDMOND

By:

By:

Signature

Signature

Dated

Dated

EXHIBIT A

Background:

The Port of Seattle Economic Development Partnership Program is an annual, cooperative economic development program to help fund local economic development initiatives across King County. Based on a per capita calculation, King County cities (except Seattle) may each receive between \$10,000 and \$60,000 based on the city's population. The maximum grant allocation for each city, with populations between 5,000 and 60,000 people, is based on one dollar per resident. Population estimates are determined by the Washington State Office of Financial Management. The Port uses the most recent population estimates at the start of the grant cycle. Cities with populations numbering less than 10,000 people are eligible to receive grant funds up to \$10,000 and cities with populations numbering more than 60,000 people are eligible to receive grant funding up to \$60,000. Grant funds require a 50 percent match of dollars or in-kind resources. In-kind resources can only be used for up to 25 percent of the grant award amount. Cities receiving \$10,000 in Port funds may have their 50 percent match come from in-kind resources.

Project Description:

Project One: District Organizing and BIA Exploration

Category: Plans/Special Projects

The City of Redmond will initiate a strategic, phased process to explore the feasibility and community readiness for establishing a Business Improvement Area (BIA) or similar district organization in Downtown Redmond. The City will focus its resources on internal staff education, property-owner engagement, and real-world learning through site visits and workshops with successful BIAs across the region. This work will build shared understanding across departments and stakeholders about the benefits of self-sustaining district models that support economic vitality, streetscape improvements, visitor growth, and business collaboration. The project will include a structured scope development process, a series of field trips, a downtown property-owner summit, and ultimately, the preparation of an RFP for technical support to move the effort forward into formal feasibility assessment or pilot activation.

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Develop a clear program scope and community engagement framework by October 2025
- Facilitate field visits to 2 existing BIAs and invite 2 guest presentations by peer organizations
- Host 1 property-owner summit and 3 internal education workshops for City staff
- Issue an RFP by January 2026 to select a consultant or partner to support next-phase work
- Complete a community-informed district readiness report with clear next steps by Q2 2026.

Timelines

- Q4 2025:
 - o Internal education sessions, stakeholder mapping
 - o Field visits, property-owner summit
 - o Scope finalized; RFP drafted
 - o City and community workshops
- Q1 2026
 - o Consultant onboarding, technical analysis, and final report
- Q3 2026
 - o Presentation to City Council

Project Metrics:

- 1 district-readiness roadmap and scope document
- 25+ business/property stakeholders engaged
- 3 internal staff workshops held
- 2 field trips completed and documented
- % of participants identifying as WMBE (tracked through workshop sign-ins)
- Final recommendation on whether and how to move forward with a Downtown Redmond BIA or alternative model

Project Two: Startup 425

Category: Small Business Technical Assistance

Redmond will continue to invest in Startup425 to provide Eastside entrepreneurs and small business owners with free training, mentorship, and resources. The program reduces barriers for first-time and non-traditional business owners across industries and supports graduates with connections to capital and customers.

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Support a total of at least 75 entrepreneurs over 2025 and 2026 with training, coaching, and resource navigation
- Result in at least 5 new business launches or expansions by EOY 2026
- Maintain strong participation from WMBE and underserved communities

Timeline

- Fall 2025: New Cohort
- Fall 2026: Another accelerator cohorts

Project Metrics:

- # of mentors recruited (businesses assisted + WMBE served)
- # of entrepreneurs entering the accelerator (attendees of events)
- # of founders graduating the venture-scalable track
- # of founders graduating the small business track
- # of founders from zip codes (locations)
- Voluntary self-attested founder demographics

Project Three: World Cup Activations

Category: Buy Local/Placemaking

In anticipation of the 2026 FIFA World Cup, Redmond will implement a series of culturally rich, soccer-themed activations to promote local businesses, enhance community pride, and drive economic impact across the city. This effort will celebrate Redmond’s diverse communities and position local businesses—especially immigrant- and minority-owned businesses.

Planned activities include: Fútbol for All Speaker Series - A curated series of public events hosted in early 2026 highlighting soccer’s global reach and cultural power.

Topics may include:

- Soccer 101: Understanding the rules of the game
- History of Soccer in the Northwest
- Soccer for All: Inclusion and accessibility in the sport
- Intercultural Spotlights: How cultures around the world embrace soccer
- The Sounders’ Impact & Seattle’s Soccer Identity
- Journey to Equal Pay in Women’s Soccer
- Youth Soccer Evolution
- Sports Photography & Visual Storytelling

Partners: Local cultural groups, Sounders alumni, Eastside For All, Redmond Senior & community center

Passport to the World Cup – Business Promotion Campaign - Inspired by the success of the Overlake and Small Business Saturday passports, this campaign will promote global Redmond businesses through a “passport” booklet that allows customers to explore different countries via international cuisine, retail, and services. Focused on January–February 2026 (a typically slow retail season).

This campaign aims to:

- Celebrate the cultural richness of Redmond’s small businesses
- Encourage foot traffic and new customer engagement
- Offer prizes or incentives for customers who complete passport visits

Destination Promotion - Create a strategic marketing campaign that promotes Redmond as a recreational and tourism destination.

Campaign themes may include:

- “Where Legends Eat” – showcasing local restaurants
- Park and trail highlights
- Behind-the-scenes soccer stories
- Business spotlights featuring World Cup-themed specials

Channels: Instagram, Facebook, City of Redmond website, video reels

Goal: Build pre-tournament excitement and increase online engagement

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

- Deliver at least 3 activations by June of 2026
- Number of WMBE businesses supported
- Number of social media engagements
- Implement at least 3 activations between January–July 2026.
- Support 25+ participating businesses, including WMBE establishments.
- Drive 5,000 engagements (in-person and online) during the tournament through social media, attendance at activations and web analytics.

Timeline

- Fall 2025: Draft activation process
- Winter–Spring 2026: deliver activations

Project Metrics:

- Number of activations/events delivered (target: 5+)
- Number of businesses featured (target: 25)
- Number of WMBE businesses featured (target: 5 minimum)
- Estimated foot traffic and participation metrics

Budget

Project:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
Project 1 BIA Study	Plans/Special Project	\$60,000	\$30,000		\$90,000
Project 2 Startup 425	Small Business Assistance	\$30,000	\$15,000		\$45,000
Project 3 World Cup Activations	Buy Local/Placemaking	\$30,000	\$15,000		\$45,000
<u>0Total Funds:</u>		\$120,000	\$60,000		\$180,000
<u>Percentage contribution to Port Funds*:</u>			50%		

Collaboration with partners

We plan to collaborate with a range of community and regional partners to ensure the success and broad impact of these projects:

- Experience Redmond – tourism and placemaking program to amplify activations and connect with hospitality businesses.
- Startup425 – regional collaboration supporting entrepreneurs and small businesses across the Eastside.
- OneRedmond – economic development and small business support partner for outreach, engagement, and promotion.
- Greater Seattle Partners – to align with regional business attraction and export promotion strategies.
- SCORE & SBDC advisors – to provide technical assistance and mentoring to businesses engaged through activations.
- Intentionalist – to highlight and drive spending to small, independent, and BIPOC-owned and women-and-minority-owned businesses.
businesses through campaigns and gift cards.
- Washington State Department of Commerce – for alignment on tourism, export readiness, and business retention tools.

These partners will be engaged through regular planning meetings, targeted outreach campaigns, and shared programming.

Use of consultants or contractors:

We expect to engage consultants or contractors for portions of these projects:

Business Improvement District (BID) Feasibility Study

We plan to contract with a consultant specializing in BIA/BID formation and feasibility, such as:

BERK Consulting (recognized in the region for district feasibility and formation studies)

Uncommon Bridges (community engagement and organizing)

Other qualified firms with experience in district assessments and stakeholder facilitation.

World Cup Activation

We may retain event production contractors to support activations, including:

Event logistics firms for public viewing events

Marketing/creative agencies to develop collateral and promotions

Local cultural programming partners

Startup425 Participation

Startup425 uses Founder Institute curriculum.

Equity: Provide an overview of how intended projects support economically, socially disadvantaged communities, or WMBE businesses within your city or region.

Each of these projects is designed to support economically and socially disadvantaged communities and to advance equity for WMBE businesses in Redmond and the region:

BID Feasibility Study

The study will prioritize inclusive engagement of immigrant- and minority-owned businesses in

Downtown Redmond, ensuring their perspectives shape any district governance and funding proposals.

Consultants will be selected with demonstrated experience in culturally competent outreach.

World Cup Activation

Activities will spotlight diverse small businesses and offer direct marketing and sales opportunities, particularly for BIPOC-owned restaurants and retailers.

Campaigns will be developed in multiple languages where possible, reducing barriers to participation.

Startup425

Programming is designed to reduce barriers for non-traditional and first-time business owners.

Priority is given to entrepreneurs who identify as women, BIPOC, immigrants, and other underserved populations.

Together, these projects advance equitable economic development and align with the Port's goals to expand opportunity and reduce disparities