

City of Redmond



Agenda

Business Meeting

Tuesday, May 20, 2025

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Vanessa Kritzer, President

Jessica Forsythe, Vice President

Jeralene Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

Public Hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

Staff Reports are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at www.redmond.gov/189/city-council.

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

Unfinished Business consists of business or subjects returning to the Council for additional discussion or resolution.

New Business consists of subjects which have not previously been considered by Council and which may require discussion and action.

Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

Resolutions are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Quasi-Judicial proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Executive Sessions - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:

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

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

I. EXECUTIVE SESSION

- A. Potential Litigation [RCW 42.30.110(1)(i)] - 30 minutes

II. SPECIAL ORDERS OF THE DAY

III. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.

IV. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: May 6, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for May 6, 2025](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, May 9, 2025](#)

[Check Approval Register, May 20, 2025](#)

3. [AM No. 25-072](#) Adoption of a City Resolution to Renew King County Medic One/EMS Levy (2026-2031)

a. Resolution No. 1603: A Resolution of the City of Redmond, Washington, Approving Placement of a Countywide Ballot Measure Before Voters in 2025 for a Funding Levy to Support Medic One/Emergency Medical Services (EMS) for the Period from January 1, 2026, Through December 31, 2031, Pursuant to RCW 84.52.069

Department: Fire

[Attachment A: 2026-2031 EMS Levy Resolution](#)

[Attachment B: Presentation](#)

[Attachment C: Background Information - KC EMS](#)

Legislative History

| | | |
|---------|---|------------------------------|
| 3/18/25 | Committee of the Whole - Public Safety and Human Services | referred to the City Council |
|---------|---|------------------------------|

4. [AM No. 25-073](#) Approval of a Consultant Agreement with David Evans and Associates Inc. for the Pavement Management Project 154th Ave NE from Redmond Way to NE 85th Street (Design Phase)

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Vicinity Map](#)

[Attachment C: Consultant Agreement](#)

Legislative History

| | | |
|--------|---|------------------------------|
| 5/6/25 | Committee of the Whole - Planning and Public Works | referred to the City Council |
|--------|---|------------------------------|

5. [AM No. 25-074](#) Award Job Order Contract to FORMA Construction Company of Seattle, WA

Department: Public Works

[Attachment A: Additional Project Information](#)

[Attachment B: Issues Matrix](#)

Legislative History

| | | |
|--------|---|------------------------------|
| 5/6/25 | Committee of the Whole - Planning and Public Works | referred to the City Council |
|--------|---|------------------------------|

6. [AM No. 25-075](#) Approval of the Final Contract with Dalton Electric Corp. and Acceptance of Construction, in the Amount of \$1,197,328, for the Pump VFD Replacement Project

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

7. [AM No. 25-076](#) Approval of a Memorandum of Understanding with Bellwether Housing For Acquisition of Commercial Property

Department: Planning and Community Development and Parks and Recreation

[Attachment A: MOU with Bellwether Housing](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

8. [AM No. 25-077](#) Award Bid to Active Construction Inc. of Tacoma, WA., in the Amount of \$1,425,425, for the Hardscape Project - Reservoir Park Sport Court Replacement and Tank Repairs

Department: Public Works

[Attachment A: Hardscape Project Reservoir Park Sports Court Replacement](#)

[Attachment B: Project Information Sheet](#)

[Attachment C: Additional Project Information](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

9. [AM No. 25-078](#) Behavioral Health Professional Classification Request

a. Ordinance No. 3214: An Ordinance of the City of Redmond, Washington, Establishing the Classification of Behavioral Health Professional ; Amending Pay Plans “N” and “N-S,” to Include Behavioral Health Professional; Providing for Severability and Establishing an Effective Date

Department: Human Resources

[Attachment A: Non-Represented Pay Plan \(N\) May 2025 DRAFT Update](#)

[Attachment B: Non-Represented Supplemental Pay Plan \(N-S\) May 2025 DRAFT Update](#)

[Attachment C: Ordinance for 2025 Non-Represented Pay Plans BHP](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |
|---------|--|------------------------------|

10. [AM No. 25-079](#) Approval of the Energov Permitting and Licensing SaaS Contract in the Amount of \$528,227

Department: Technology and Information Services

[Attachment A: Agreement](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |
|---------|--|------------------------------|

11. [AM No. 25-080](#) Approval of IGM Contract to Implement Annual Comprehensive Financial Report (ACFR) with Gravity Software Solution in the Amount of \$91,312

Department: Technology and Information Services

[Attachment A: Agreement](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |
|---------|--|------------------------------|

12. [AM No. 25-081](#) Adoption of an Ordinance for the 2025-2026 Budget Adjustment #1

a. Ordinance No. 3215: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3196 by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

Department: Finance

[Attachment A: Ordinance: 2025-2026 Budget Adjustment #1](#)

[Attachment B: Summary of 2025-2026 Budget Adjustment #1](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |
|---------|--|------------------------------|

13. [AM No. 25-082](#) Adoption of a Resolution Revising Purchasing Policies and Signing Authorizations

a. Resolution No. 1604: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1503, Section 1) Bidding Thresholds and Authority, and Establishing an Effective Date

Department: Finance

[Attachment A: Resolution](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 3/25/25 | City Council | presented |
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |

14. [AM No. 25-083](#) Approval of the 2026-2035 Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Interlocal Agreement

Department: Public Works

[Attachment A: 2025-2035 Interlocal Agreement](#)

[Attachment B: WRIA 8 Partner Cost Shares 2025](#)

[Attachment C: WRIA 8 Factsheets](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

15. [AM No. 25-084](#) Amendment to 2023-24 Go Redmond King County Metro Contract

Department: Planning and Community Development

[Attachment A: 2023-24 Contract Amendment](#)

[Attachment B: WSDOT Terms and Conditions](#)

[Attachment C: Conflict of Interest Form](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

16. [AM No. 25-085](#) Eastside Transportation Partnership (ETP) Interlocal Agreement

Department: Planning and Community Development

[Attachment A: 2025 ETP Agreement](#)

[Attachment B: 2025 ETP Operating Procedures](#)

Legislative History

5/6/25 Committee of the Whole - referred to the City Council
Planning and Public Works

17. [AM No. 25-086](#) Approval of the 2025 Committee of the Whole Work Plans

[Attachment A: Planning and Public Works Work Plan 2025](#)

[Attachment B: Finance, Administration and Communications Work Plan 2025](#)

[Attachment C: Public Safety and Human Services Work Plan 2025](#)

[Attachment D: Parks and Environmental Sustainability Work Plan 2025](#)

Legislative History

| | | |
|---------|--|------------------------------|
| 5/13/25 | Committee of the Whole - Finance, Administration, and Communications | referred to the City Council |
|---------|--|------------------------------|

B. Items Removed from the Consent Agenda

V. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 25-087](#) First Quarter 2025 Financial Report

Department: Finance

[Attachment A: First Quarter 2025 Financial Report Presentation](#)

2. Ombudsperson Report

May: Councilmember Salahuddin

3. Committee Reports

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

VIII. EXECUTIVE SESSION

- A. Potential Litigation [RCW 42.30.110(1)(i)] - 30 minutes

IX. ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. SPC 25-038
Type: Executive Session

Potential Litigation [RCW 42.30.110(1)(i)] - 30 minutes



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. SPC 25-040
Type: Minutes

Approval of the Minutes: May 6, 2025, Regular Meeting, (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Fields, Kritzer, Nuevacamina, Salahuddin and Stuart

Absent: Councilmember Forsythe

MOTION: Councilmember Stuart moved to excuse Councilmember Forsythe from attendance at the meeting. The motion was seconded by Councilmember Salahuddin.

VOTE: The motion to excuse passed without objection (6-0).

SPECIAL ORDERS OF THE DAY:

A. PROCLAMATION: Asian American and Pacific Islander Heritage Month

Mayor Birney read the proclamation into the record.

B. PROCLAMATION: Older Americans Month

Mayor Birney read the proclamation into the record and provided certificates to honorees.

C. PRESENTATION: Sound Transit

Representatives from Sound Transit provided a presentation to the Council.

ITEMS FROM THE AUDIENCE

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

- Forrest Crab, Chester Anderson, Clara Bannon, Cameron Collins, Wesley Grandmont, Martin Berger, Lauren Dancy, Wolfe Adriatico, Korvus Denney, Sasha Glenn, Daniel Kaethler, Kaia Rubin, Max Ruhlman, and Noah Radford.

- Linda Seltzer - Interested in a proclamation for Jewish Heritage Month and temporary space recommendations for the teen center;
- David Morton - in support of policies that reduce waste; and
- Joe Kunzler - excited for the opening of the Light Rail stations in Redmond.

CONSENT AGENDA

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

VOTE: The motion to approve the Consent Agenda passed without objection (6-0).

1. Approval of the Minutes: April 15, 2025, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#188659 through #188671
#184157 through #184939
#1832 through #1836

\$4,911,162.86

#188673 through #188673
#184940 through #184946
#1837 through #1837

\$24,560.20

#11120 through #11447

\$7,998,898.87

3. AM No. 25-066: Award of the Public Art Master Plan Contract to Moore Iacofano Goltsman, Inc. (MIG), in the Amount of \$96,965.00
4. AM No. 25-067: Acceptance of a Grant from 4Culture, in the Amount of \$72,000, for Cultural Arts Programming

5. AM No. 25-068: Award of the Recreation Program Plan Contract to PROS Consulting, Inc., in the Amount of \$74,255
6. AM No. 25-069: Approval of a Contract with Leasing² for the Financing of Fire Apparatus
7. AM No. 25-070: Adoption of an Ordinance Amending RMC 5.44.060, Return Required - Due Dates and Payment, Changing the Frequency of Due Dates and Payment for Telephone Business, Competitive Telephone Service, and Cellular Telephone Service
 - A. Ordinance No. 3213: An Ordinance of the City of Redmond, Washington, Amending RMC 5.44.060, Return Required - Due Dates and Payment, to Change the Frequency of Due Dates and Payment for Telephone Business, Competitive Telephone Service, and Cellular Telephone Service

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing:

1. AM No. 25-067: Redmond 2050: Multifamily Housing Property Tax Exemption (Downtown, Marymoor, and Mixed-Use) Public Hearing

Ian Lefcourte, Senior Planner, introduced this item.

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

- David Morton - supports the intent of the amendments, increasing housing diversity, mixed income developments, long term affordability, alignment with other city plans; and
- Linda Seltzer - property tax break to developers for creating affordable housing, affordable housing in the neighborhood already, concern with the existing maps and that the existing properties might be sold.

Mayor Birney closed the public hearing.

Ombudsperson Reports:

Councilmember Stuart reported receiving resident contacts regarding: noise complaint; military regalia; teen center closure; facilities condition assessment; Diamond Parking issue; climate forum; financial support for festival; summer reading library program; noise in Rose Hill; sporting association complaint; teen services listening session; interest in going into government; Americorps funding; gun buy back program success; tour of shared use path; tour of completed project on 40th street; and first pedestrian scramble.

Councilmember Salahuddin reported receiving resident contacts regarding: teen center written public comment.

Councilmember Fields reported receiving resident contacts regarding: sporting association and teen center motion to reopen.

Councilmember Kritzer reported receiving resident contacts regarding: Arbor Day celebration at Anderson Park; salmon recovery funding; and AmeriCorp.

Committee Reports:

Councilmember Stuart provided committee reports:

- Growth Management Planning Board;
- Association of Washington Cities; and
- Committee of the Whole - Planning and Public Works.

Councilmember Nuevacamina provided a committee report:

- Cascade Water Alliance.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council
the regular meeting adjourned at 8:39 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: May 20, 2025

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. SPC 25-041
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 4/16 - 4/30/2025
Check Date: 5/9/2025

| | |
|-------------------------------------|------------------------|
| Check Total: | \$ 48,406.32 |
| Direct Deposit Total: | \$ 2,894,539.05 |
| Wires & Electronic Funds Transfers: | \$ 1,871,388.02 |
| Grand Total: | <u>\$ 4,814,333.39</u> |

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

All Checks numbered **188676** through **188687** ,
Direct deposits numbered **184947** through **185730** , and
Electronic Fund transfers **1838** through **1842**
are approved for payment in the amount of **\$4,814,333.39**
on this **20 day of May 2025**.

Note:

Vendor check reporints for checks 188674 & 188675

City of Redmond
Payroll Final Check List
Pay period: 4/16 - 4/30/2025
Check Date: 5/9/2025

| | |
|------------------------------------|------------------------|
| Total Checks and Direct deposit: | \$ 4,261,316.79 |
| Wire Wilmington Trust RICS (MEBT): | \$ 553,016.60 |
| Grand Total: | <u>\$ 4,814,333.39</u> |

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington

I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the months of May 2025 are true and correct to the best of my knowledge.

Signed by:



D4B4F54F8E86438...

Haritha Narra, Deputy Finance Director, on Behalf of
Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 11448 through 11723, and Wire Transfers are approved for payment in the amount of \$7,880,832.20. This 20th day of May 2025.



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-072
Type: Consent Item

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

| | | |
|------|-----------------------------|--------------|
| Fire | Adrian Sheppard, Fire Chief | 425-556-2201 |
|------|-----------------------------|--------------|

DEPARTMENT STAFF:

| | | |
|------|--------------|--------------------------------|
| Fire | Jim Whitney | Deputy Fire Chief |
| Fire | Amy Moorhead | Medical Services Administrator |

TITLE:

Adoption of a City Resolution to Renew King County Medic One/EMS Levy (2026-2031)

- a. Resolution No. 1603: A Resolution of the City of Redmond, Washington, Approving Placement of a Countywide Ballot Measure Before Voters in 2025 for a Funding Levy to Support Medic One/Emergency Medical Services (EMS) for the Period from January 1, 2026, Through December 31, 2031, Pursuant to RCW 84.52.069

OVERVIEW STATEMENT:

The City Council is requested to approve a resolution supporting the renewal of the Medic One/Emergency Medical Services (EMS) levy on the November 4, 2025, King County election ballot. This six-year property tax levy would set a countywide rate of 25 cents per \$1,000 of assessed property value for the 2026-2031 period.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Redmond's Fire Department Strategic Plan for 2022-2027
 - Redmond Fire Department's Community Risk Assessment & Standards of Cover for 2022-2027
- **Required:**
RCW 84.52.069
- **Council Request:**
N/A
- **Other Key Facts:**

The City Council previously approved a resolution supporting the 2020-2025 King County Medic One/Emergency Medical Services levy on June 4, 2019. The levy was later approved by voters in the November 2019 election at a rate of 26.5 cents per \$1,000 of assessed property value.

OUTCOMES:

To place a countywide EMS levy on the ballot, state law requires that the County Council and at least 75% of all cities exceeding a population of 50,000 approve placing a countywide EMS proposal on the ballot. The City of Redmond is one of 11 cities in King County with a population over 50,000.

The proposed resolution provides the cities' support for submitting to the voters in 2025 a countywide ballot proposition for a six-year Medic One/EMS Levy at a rate of 25 cents per one thousand dollars of assessed value to provide stable and long-term funding for the countywide Medic One/EMS program for 2026-2031.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

A resolution supporting an EMS levy for 2026-2031 must be approved by King County and 75% of cities with a population exceeding 50,000 for the levy to be placed on the ballot. King County EMS requested cities to adopt Resolutions in support of placing the EMS Levy on the November 2025 ballot by the end of June. The King County Council must approve placing the levy on the November 2025 ballot by July 8th or they must abide by exceptional processing requirements (such as emergency clauses and a super-majority vote).

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

A rate of 25-cents per \$1,000 of assessed value for 2026-2031.

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

277

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):
2026-2031 Medic One/Emergency Medical Services (EMS) Levy

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|---|-------------------|
| 3/18/2019 | Committee of the Whole - Public Safety and Human Services | Provide Direction |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------|-------------------------------|------------------|
| N/A | Nothing proposed at this time | N/A |

Time Constraints:

The current EMS levy expires at the end of 2025.

A resolution supporting an EMS levy for 2026-2031 must be approved by King County and 75% of cities with a population exceeding 50,000 for the levy to be placed on the ballot. King County EMS requested cities to adopt Resolutions in support of placing the EMS Levy on the November 2025 ballot by the end of June. The King County Council must approve placing the levy on the November 2025 ballot by July 8th or they must abide by exceptional processing requirements (such as emergency clauses and a super- majority vote).

ANTICIPATED RESULT IF NOT APPROVED:

Limited or discontinued funding for several essential services that the City of Redmond provides to its community and the broader region.

ATTACHMENTS:

Attachment A: 2026-2031 EMS Levy Resolution (draft)
Attachment B: Redmond City Council Presentation
Attachment C: Background Information | 2026-31 Levy

**CITY OF REDMOND
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF REDMOND,
WASHINGTON, APPROVING PLACEMENT OF A
COUNTYWIDE BALLOT MEASURE BEFORE VOTERS IN
2025 FOR A FUNDING LEVY TO SUPPORT MEDIC
ONE/EMERGENCY MEDICAL SERVICES (EMS) FOR THE
PERIOD FROM JANUARY 1, 2026, THROUGH
DECEMBER 31, 2031, PURSUANT TO RCW 84.52.069

WHEREAS, the delivery of emergency medical services is an
essential function of the fire and life safety responsibility of
local and regional government; and

WHEREAS, the countywide tiered Medic One/EMS system in
Seattle & King County provides residents and visitors with
essential life-saving services throughout the region regardless
of location, incident circumstances, day of the week, or time of
day; and

WHEREAS, the tiered Medic One/EMS model has been recognized
nationally and internationally for its quality medical care and
timely service; and

WHEREAS, the City of Redmond, Washington, and its residents
have benefitted from the countywide cooperative of delivering
Advanced Life Support and Basic Life Support services; and

WHEREAS, King County has exercised leadership and assumed
responsibility for assuring the consistent, standardized,

effective and cost efficient development and provision of emergency services throughout the county; and

WHEREAS, RCW 84.52.069 provides for countywide emergency medical care and service levies; and

WHEREAS, the King County Medic One/EMS system is funded in part by a prior countywide six-year Medic One/EMS levy that expires December 31, 2025; and

WHEREAS, pursuant to RCW 84.52.069, King County will be seeking voter authorization of a six-year Medic One/EMS levy for the period of 2026-2031; and

WHEREAS, the EMS Advisory Task Force worked collaboratively with regional EMS partners to develop programmatic and financial recommendations for continuing to provide countywide Medic One/EMS services; and

WHEREAS the EMS Advisory Taks Force has recommended an initial levy rate of \$0.25 cents per one thousand dollars assessed value to fund Medic One/EMS services throughout King County for the next six years; and

WHEREAS, the City of Redmond, Washington, participated in these discussions throughout the process and was represented on the Task Force; and

WHEREAS, in order to continue funding emergency medical services, RCW 84.52.069 requires that 75% of cities with a

population greater than fifty thousand approve placing the countywide levy proposal on the ballot; and

WHEREAS, the City of Redmond, Washington, has a population of over 50,000 people.

NOW, THEREFORE, THE CITY OF REDMOND, WASHINGTON, RESOLVES AS FOLLOWS:

SECTION I. The above is found to be true and correct in all respects.

SECTION II. The City of Redmond, Washington, hereby approves placing the countywide Medic One/EMS levy before voters at an upcoming election in 2025.

RESOLUTION NO. ____

PASSED BY __ this ____ day of __, 2025

APPROVED __ this __ day of __, 2025

Overview: Medic One/EMS Levy



Current 6-year Medic One/EMS levy expires December 31, 2025



Hosted a regional 8-month process rooted in partnerships and consensus-building



Developed recommendations for Strategic Plan and finance plan (levy) for King County voters to renew in 2025



Next step: Legislative approval process

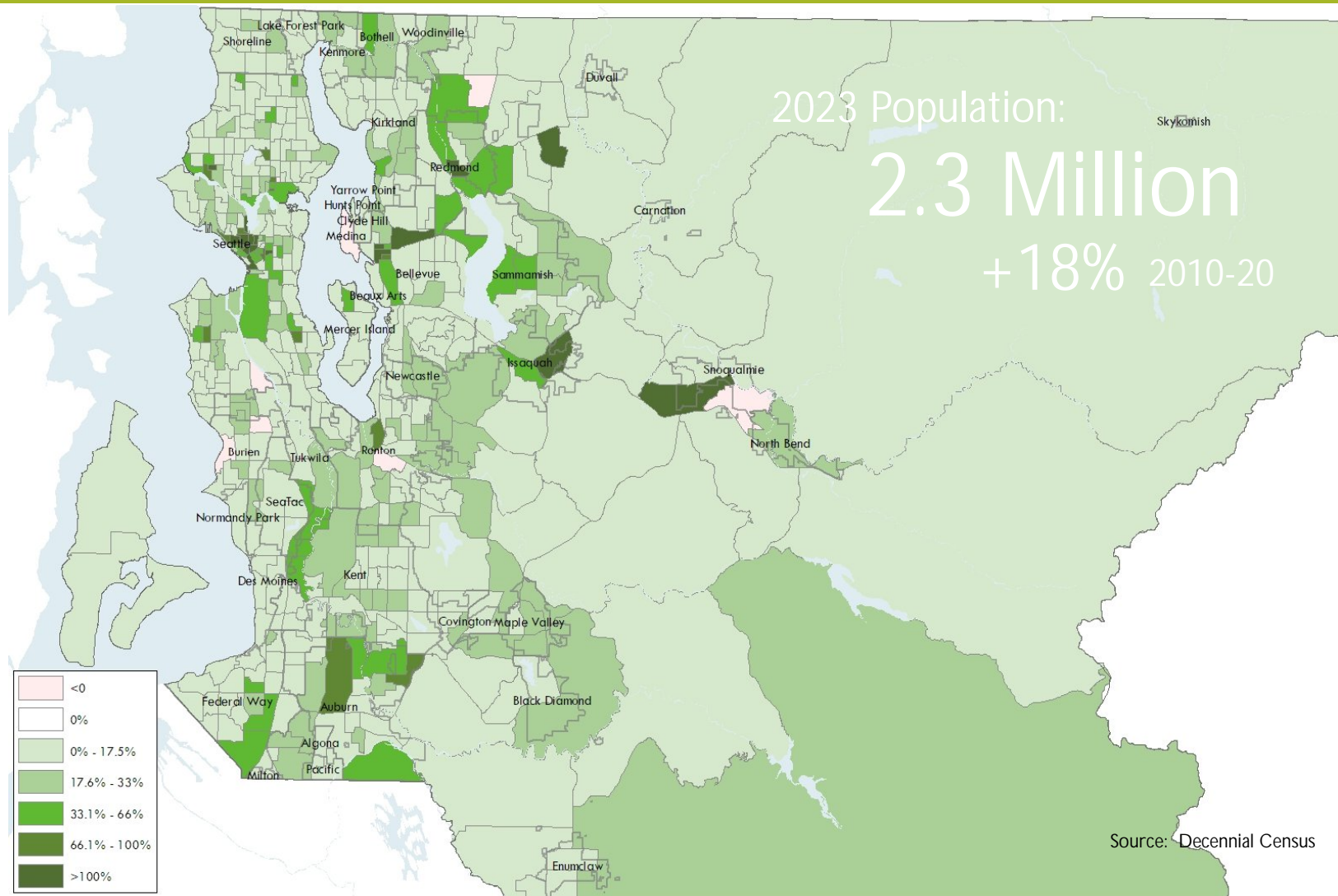
Any time you call 9-1-1 for a medical emergency, you are using the Medic One/EMS system.

- Serves over **2.3 million people** and responds on average **every 2 minutes**.
- Responded to over **255,000 calls** in 2024.
- Survival rate for cardiac arrest was **51%** in 2023.
- Cardiac arrest patients are **2 to 3 times** more likely to survive here compared to other cities.

Why does our system work so well?

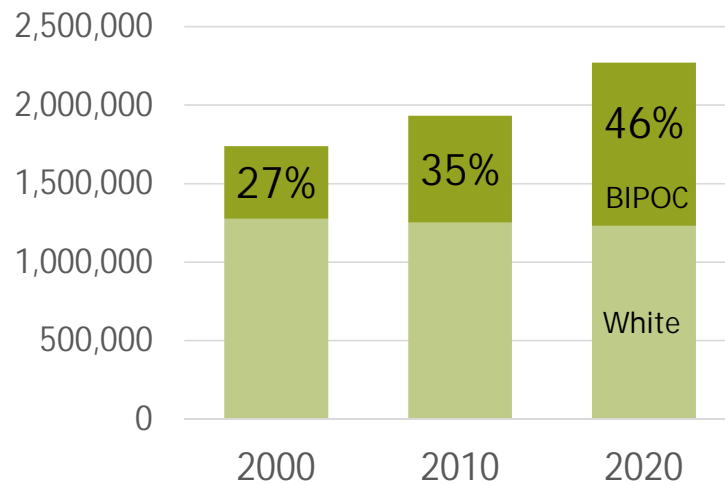
Achieve excellent outcomes because of the unique configuration of our system. It includes the following key components:

- Regional system based on partnerships.
- Uses a tiered response model founded on medicine and science.
- Equity-driven and committed to providing high-quality care.
- Uses innovative strategies to obtain superior medical outcomes and continually improve.
- Funded by an EMS levy which has proven to be reliable and stable.

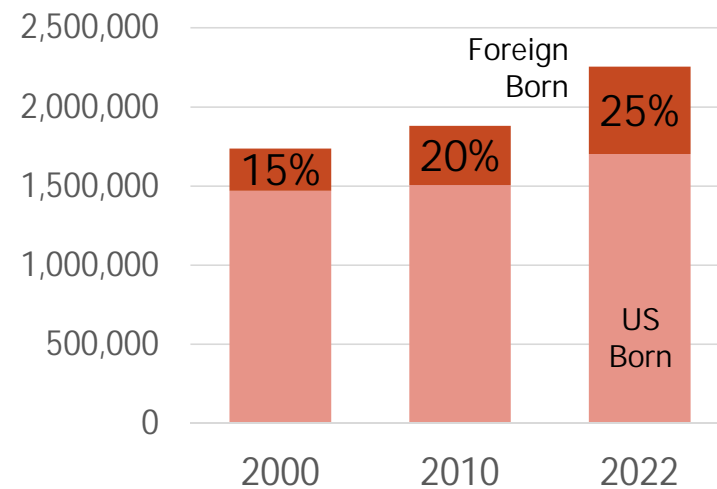


Increasing Diversity

100% of net population growth 2010-20
was in Communities of Color,
particularly Asian, Hispanic, and
Multiracial communities



King County Residents born outside
the US increased 48% 2010-22



Source: Decennial Census, ACS 2018-22

Strategic Planning Process:

EMS Advisory Task Force

Governing body: 20 elected officials and decision-makers:

- Representatives:
 - Cities with 50,000+ in population (11)
 - Sound Cities Assn (3)
 - Fire Commissioners (3)
 - King County Council (2)
- Chaired by KC Executive Office (1)
- Four Subcommittees (chaired by a TF member):
ALS, BLS, Regional Services, and Finance

2020-2025 EMS Levy Facts

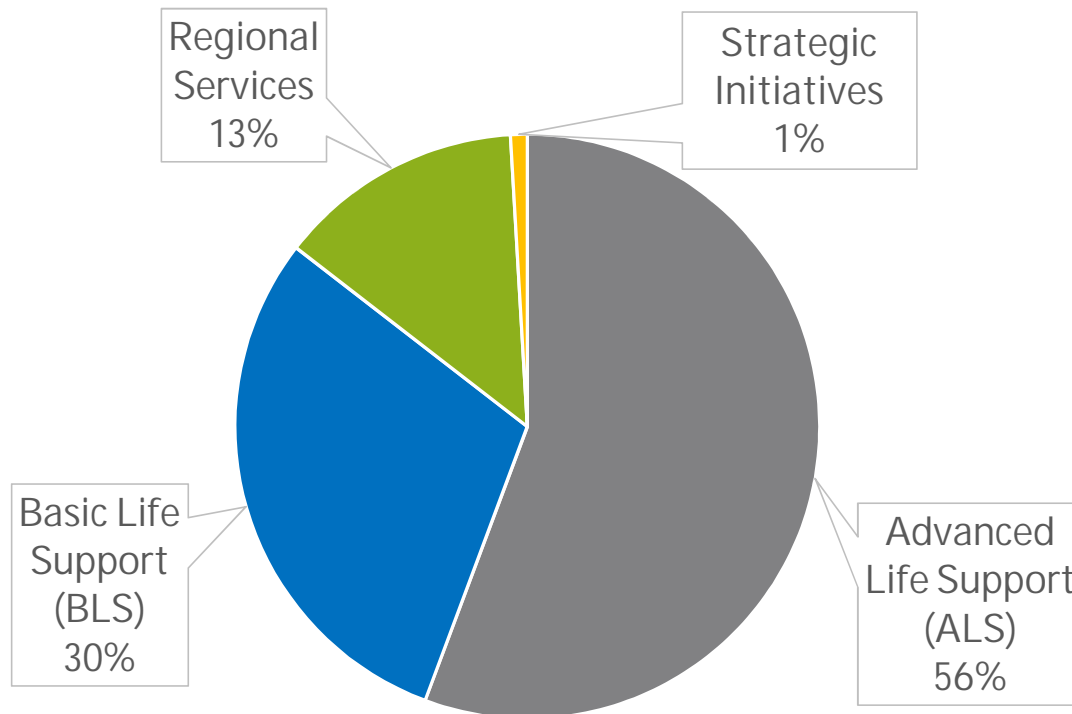
- 6-year levy, starting rate of 26.5 cents/\$1,000 AV
- Generate \$1.115 billion over 6 years
- KC programs funded by levy (\$664.2m):
 - Advanced Life Support (ALS)
 - Basic Life Support (BLS)
 - Regional Services/Strategic Initiatives
 - Reserves
- Cost to the homeowner (2020): \$159*

* \$600,000 King County median residence value in 2020 per King County Assessor

Key Task Force Recommendations:

| ALS Subcommittee | BLS Subcommittee | Reg Services/SI Subcommittee |
|---|---|---|
| <ol style="list-style-type: none"> 1. CONTINUE using the ALS allocation to determine ALS costs (inflate annually using CPI-W +1% and appropriate vehicle inflator). 2. INCLUDE a “place holder” in the Financial Plan to potentially fund a 12-hour unit in the 3rd (2028) and 5th (2030) years of the levy. 3. CONTINUE using reserves and contingencies to cover costs that fall outside the allocation. | <ol style="list-style-type: none"> 1. INCREASE total BLS funding by \$5 million in the first year of the levy: <ol style="list-style-type: none"> a. \$3 million to BLS Basic Allocation b. \$2 million to MIH 2. INFLATE funding annually at CPI-W + 1%. 3. DISTRIBUTE NEW BLS funding and annual increases using a more equitable distribution methodology of 60% call volume/40% AV. 4. SUPPORT mental wellness and equity and inclusion efforts proposed by the King County Fire Chiefs Association. | <ol style="list-style-type: none"> 1. CONTINUE delivering programs that provide essential support to the system. 2. ENHANCE programs to meet regional needs, including <ul style="list-style-type: none"> - expanding Initial EMT Training - renewing the Telephone Referral Program. 3. MAINTAIN AND DEVELOP Strategic Initiatives that leverage previous investments made by the region to improve patient care and outcomes: <ul style="list-style-type: none"> - ECHO (Community-based partnerships) - PRIME (Data systems improvements) - New: Emergency Medical Dispatch (tech. impro.) |

DISTRIBUTION BY PROGRAM – KC EMS Fund



| Program | \$s in millions |
|------------|-----------------|
| ALS | \$511.8 |
| BLS | \$273.9 |
| Reg'l Svcs | \$124.9 |
| SI | \$8.5 |
| TOTAL | \$919.1 |

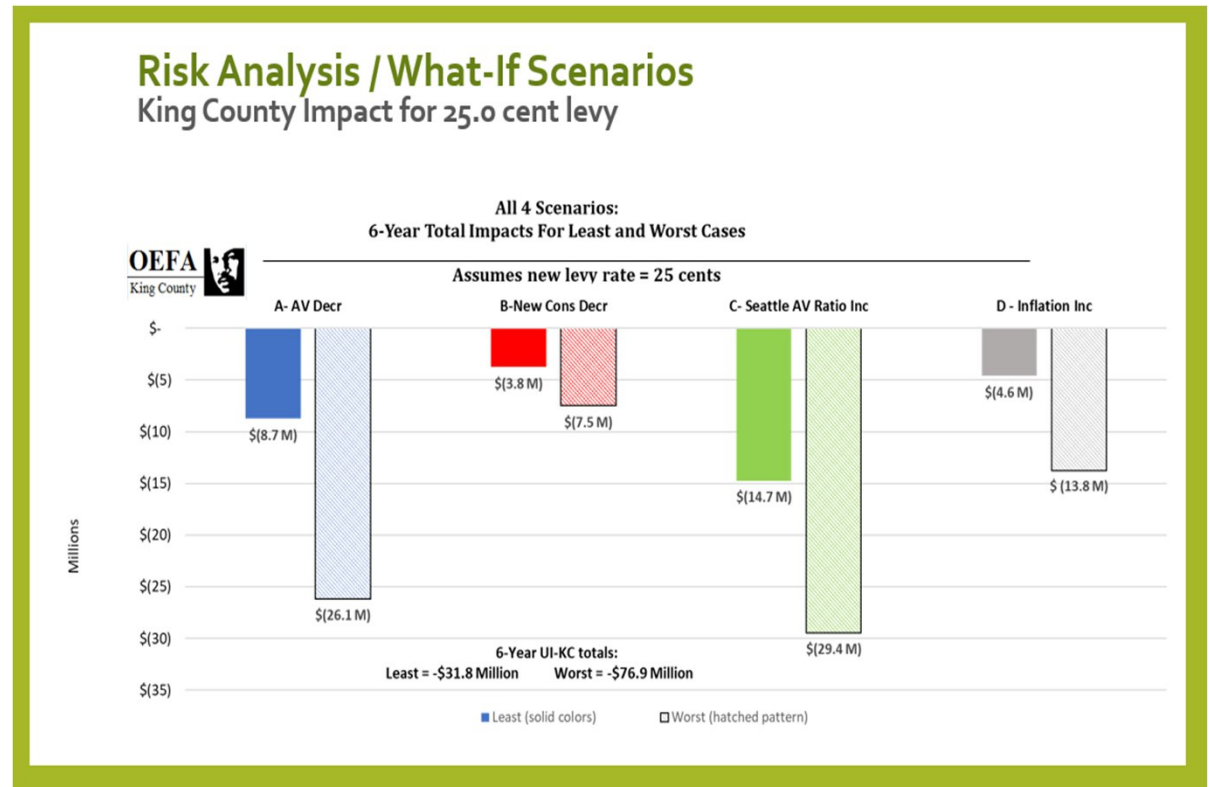
| 2025 Redmond | Est 2026 Redmond |
|-------------------------|------------------|
| ALS (3 units): \$11.44m | \$12.18m |
| | |
| BLS: \$2.14m | \$2.56m |
| (\$353K – MIH) | (\$495K - MIH) |

Finance Subcommittee Recommendations

1. CONDUCT a risk analysis to determine appropriate reserve funding to help safeguard the Medic One/EMS system from unforeseen financial risk.

2. INCORPORATE sufficient reserves and contingencies to mitigate financial risk and provide flexibility.

3. SUPPORT forwarding a Financial Plan, with expenditures and reserves projected at \$1.5 billion over the six-year span, and a 25-cent levy rate.



Risk Analysis Range: Least = -\$31.8 Million Worst = -\$76.9 Million

Recommended 2026-2031 EMS Levy Financial Summary

| Financial Summary | Total (in millions) |
|---|------------------------|
| Total Expenditures | \$1,438.0 |
| Reserves (Programmatic & Rainy Day) | \$67.7 |
| TOTAL Expenditures & Reserves | \$1,505.7 |
| 2026-2031 Property Tax Forecast (25 cent levy rate) | \$1,470.8 |
| Other Revenues (KC EMS Fund) | \$17.5 |
| Carryforward from 2020-2025 | \$64.4 |
| TOTAL Available Revenues | \$1,552.7 |
| Funds available for KC Supplemental/Economic Reserves | \$47.0 |

Risk Analysis Range: Least = -\$31.8 Million Worst = -\$76.9 Million

Summary:

- ✓ Supported subcommittee programmatic recommendations
- ✓ Levy Rate: 25.0 cents
 - ✓ Annual cost to the homeowner: \$212 (average \$850,000 home)
- ✓ Length: 6 years (2026-2031)
- ✓ Ballot Timing: General Election in Nov 2025

Summary

The King County Medic One/EMS system is primarily funded with a countywide, voter approved EMS levy. The current EMS levy expires at the end of 2025. An EMS Advisory Task Force, consisting of elected officials from throughout King County and supported by subject matter experts and stakeholders, met from February– September 2024 and recommended a successor levy to replace the expiring levy.

The King County Executive will transmit a proposed Medic One/EMS 2026-2031 Strategic Plan and EMS Levy ordinance, based on the EMS Advisory Task Force’s recommendations, to the King County Council for its review and approval.

King County EMS System:

King County’s Medic One/Emergency Medical Services (EMS) system provides residents of Seattle and King County with life-saving pre-hospital medical care through an internationally recognized tiered regional response system. This system relies upon coordinated partnerships with fire departments, paramedic agencies, dispatch centers and hospitals. The use of a tiered response system ensures the most appropriate care provider responds to each 9-1-1 call. Of note, the City of Seattle operates and funds a Medic One emergency services program that is separate from the county program but is part of the regional delivery system.

The tiered regional Medic One/EMS system consists of five major components:

1. **EMS System Access:** A patient or bystander accesses the Medic One/EMS system by calling 9-1-1 for medical assistance. Bystanders’ reactions and rapid responses to the scene can greatly impact the chances of patient survival.
2. **Dispatcher Triage:** Calls to 9-1-1 are received and triaged by professional dispatchers who determine the most appropriate level of care needed. Dispatchers are trained to provide pre-arrival instructions for most medical emergencies and guide the caller through life-saving steps, including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) instructions, until the Medic One/EMS provider arrives.
3. **First Tier Response - Basic Life Support (BLS):** BLS personnel, usually first to arrive on scene, provide immediate basic life support medical care that includes advanced first aid and CPR/AED to stabilize the patient. Staffed by firefighters trained as Emergency Medical Technicians (EMTs), EMTs are employed by 23 fire- based agencies across King County. EMTs are certified by the state and are required to complete initial and ongoing training.
4. **Second Tier Response - Advanced Life Support (ALS):** Paramedics respond to about 20 percent of all calls and usually arrive second on scene to provide

Background Information | 2026-31 Levy King County Medic One/EMS System

emergency care for critical or life-threatening injuries and illness. Regional paramedic services are provided by five agencies operating 27 Advanced Life Support (ALS) units throughout King County, including fire departments in Bellevue, Redmond, Shoreline, Seattle, and King County Medic One (KCM1, which operates in south King County). Paramedics receive more than 2,100 hours of intensive training through the University of Washington/Harborview Medical Center Paramedic Training Program.

5. Transport to Hospitals: Once a patient is stabilized, it is determined whether transport to a hospital or clinic for further medical attention is needed. Transport is most often provided by an ALS agency, BLS agency, private ambulance, or taxi for lower-acuity situations.

In addition, King County EMS oversees strategic initiatives and regional services, managed by the EMS Division of Seattle King County Public Health. These services provide for regional coordination and consistent quality across all jurisdictions in King County, and include: program supervision, BLS EMT staff training, E-911 dispatch training, medical data collection and analysis, financial oversight, contract administration, and division management. EMS regularly integrates initiatives that are aimed at preventing/reducing emergency calls and improving the quality of the services.

The current EMS levy was approved by voters in November 2019 at a levy rate of 26.5 cents per \$1,000 of assessed value for 2020-2025. Levy revenues are anticipated to total approximately \$1.1 billion for the six-year period. These revenues have supported the EMS/Medic One System.

Analysis

The EMS Advisory Task Force has endorsed an initial EMS levy rate of 25-cents per \$1,000 of assessed value for 2026-2031. Levy revenues under the proposed levy rate are estimated to total approximately \$1.5 billion for the six-year period. The levy proposal would cost the typical King County homeowner \$200 per year, based on an \$800,000 home value.

The proposed levy will continue funding several core services that the City of Redmond provides to its community members and the region, including:

- Advanced Life Support (ALS): Redmond has 3 of the 27 medic units in King County, which will continue to be funded.
- Basic Life Support (BLS): increased BLS funding which is distributed using an allocation methodology of 60% BLS call volume and 40% City of Redmond assessed value.
- Mobile Integrated Health: increased funding spread across all agencies using the same BLS allocation method.

Background Information | 2026-31 Levy
King County Medic One/EMS System

- Regional Services: continue to fund services that focus on medical training, oversight, and improvement/strategic initiatives.
- Contingencies/Reserves: will provide funding to support EMS services in the case of an economic downturn (as seen in 2008), with reserves that will allow for more flexibility in responding to unforeseen economic events.



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-073
Type: Consent Item

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

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

DEPARTMENT STAFF:

| | | |
|--------------|---------------|--|
| Public Works | Adnan Shabir | Senior Engineer |
| Public Works | Aaron Noble | Project Manager |
| Public Works | Paul Cho | Traffic Operations and Safety Engineering Manager |
| Public Works | Steve Gibbs | Capital Division Manager |
| Public Works | Vangie Garcia | Deputy Public Works Director |

TITLE:

Approval of a Consultant Agreement with David Evans and Associates Inc. for the Pavement Management Project 154th Ave NE from Redmond Way to NE 85th Street (Design Phase)

OVERVIEW STATEMENT:

154th Ave is a key corridor for Redmond and the pavement needs restoration. Public Works is requesting approval of a consultant contract with David Evans and Associates (DEA) for the design phase of the Pavement Management- 154th Ave NE Project No. 2414 in the amount of \$300,492. The project will rehabilitate the asphalt roadway on 154th Ave NE from approximately Redmond Way bridge to NE 85th Street. Public Works is seeking authorization to negotiate and acquire property rights for the project if needed. Property rights may be needed in case ADA curb ramp upgrades are triggered as part of the project and curb ramp improvements go beyond the city right-of-way. Temporary construction permits from private property owners may also be needed in case surface improvements like sidewalk restoration require temporary access to private property. A competitive solicitation was completed, and DEA was selected as the most qualified vendor. This initial agreement includes the cost of the design and property rights acquisition phase. Future supplemental agreement(s) will be for the construction phase and may include construction engineering support, construction management, inspection, and special inspection services.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Capital Investment Program

Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503).
- **Council Request:**
N/A
- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the May 20, 2025, Council business meeting.

Council approved the design and construction grant funds for this project at the business meeting on March 18, 2025.

OUTCOMES:

The constructed project will extend the useful life of the pavement and increase safety for multiple modes of users with the new channelization and new vehicle loop detectors.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Staff will reach out to the community members adjacent to the project site throughout design and construction.
- **Outreach Methods and Results:**
Staff plans to use flyers, website, and in-person meetings among other outreach methods to keep community informed of the project.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Total cost of the Consultant Agreement is \$300,492

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

Budget Offer Number:

CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

2025-2030 Approved CIP

Transportation Benefit District: \$243,022

PSRC Federal Grant funds \$1,445,000 (Design and Construction)

Total Funded: \$1,688,022

Budget/Funding Constraints:

Puget Sound Regional Council (PSRC) grant construction obligation deadline is June 1, 2025.

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|-------------------|
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

Construction funds must be obligated for the grant by June 1, 2026. The design of the project must begin as soon as possible to meet that grant obligation deadline.

ANTICIPATED RESULT IF NOT APPROVED:

The City has federal grants for both the design and construction phases of the project. If this contract is not approved, delays to the project timeline may occur and affect grant obligation requirements. If this project does not get constructed, the pavement preservation project will not occur and pavement deterioration will continue.

ATTACHMENTS:

Attachment A: Pavement Management 154th Ave -Project Information Sheet

Attachment B: Pavement Management 154th Ave -Vicinity Map

Attachment C: Pavement Management 154th Ave- Consultant Agreement

CIP Project Information Sheet

Project Name: Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.)

Project Status: Existing

Functional Area(s): Planning, Transportation

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

Neighborhood: Downtown

Time Frame: 2024 - 2027

Budget Priority: Vibrant and Connected

Citywide Rank: 53

Functional Area Priority: High

Location: 154th Ave NE from Redmond Way to NE 85th Street

Description:

Asphalt overlay of 1.45 lane-miles with full depth repairs with associated channelization.

Anticipated Outcomes: *Primary:* Asset Protection *Secondary:* Rehabilitation

Finished pavement will have a Pavement Condition Index (PCI) score of 90 or higher. With proper maintenance, pavement is expected to last 20 years.

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

Project was added to CIP with Council approval outside of previous budget process.

| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|--------------------------------|------------------|---------------------|--------------------|------------------|------|------|------|--------|--------------------|
| Original Budget | \$31,127 | \$192,916 | \$1,028,641 | \$435,337 | | | | | \$1,688,022 |
| Approved Changes | | | | | | | | | |
| Current Approved Budget | \$31,127 | \$192,916 | \$1,028,641 | \$435,337 | | | | | \$1,688,022 |
| Proposed New Budget | \$23,944 | \$200,102 | \$732,365 | \$731,611 | | | | | \$1,688,022 |
| Proposed changes due to | ___ Scope Change | ___ Schedule Change | ___ Budget Change | | | | | | |

| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|----------------------------|-----------------|------------------|------------------|------------------|------|------|------|--------|--------------------|
| Preliminary Design (0-30%) | \$23,944 | \$47,890 | | | | | | | \$71,834 |
| Right of Way | | \$18,418 | | | | | | | \$18,418 |
| Design (31-100%) | | \$82,092 | \$205,230 | | | | | | \$287,322 |
| Construction | | | \$358,127 | \$562,777 | | | | | \$920,904 |
| Contingency | | \$51,702 | \$169,008 | \$168,834 | | | | | \$389,544 |
| Total | \$23,944 | \$200,102 | \$732,365 | \$731,611 | | | | | \$1,688,022 |

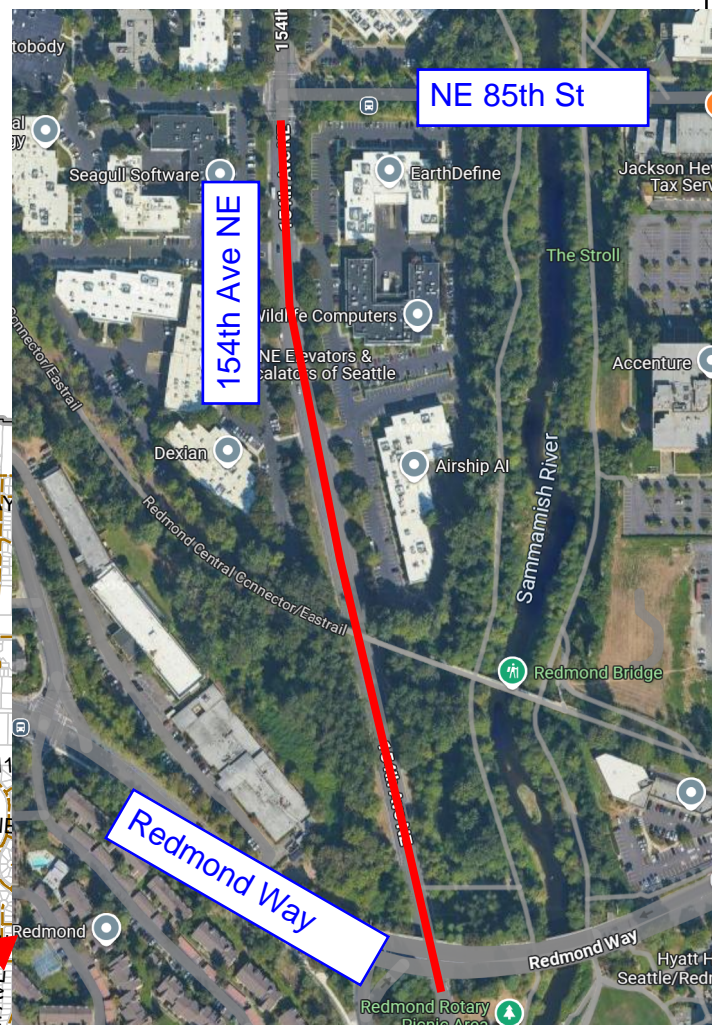
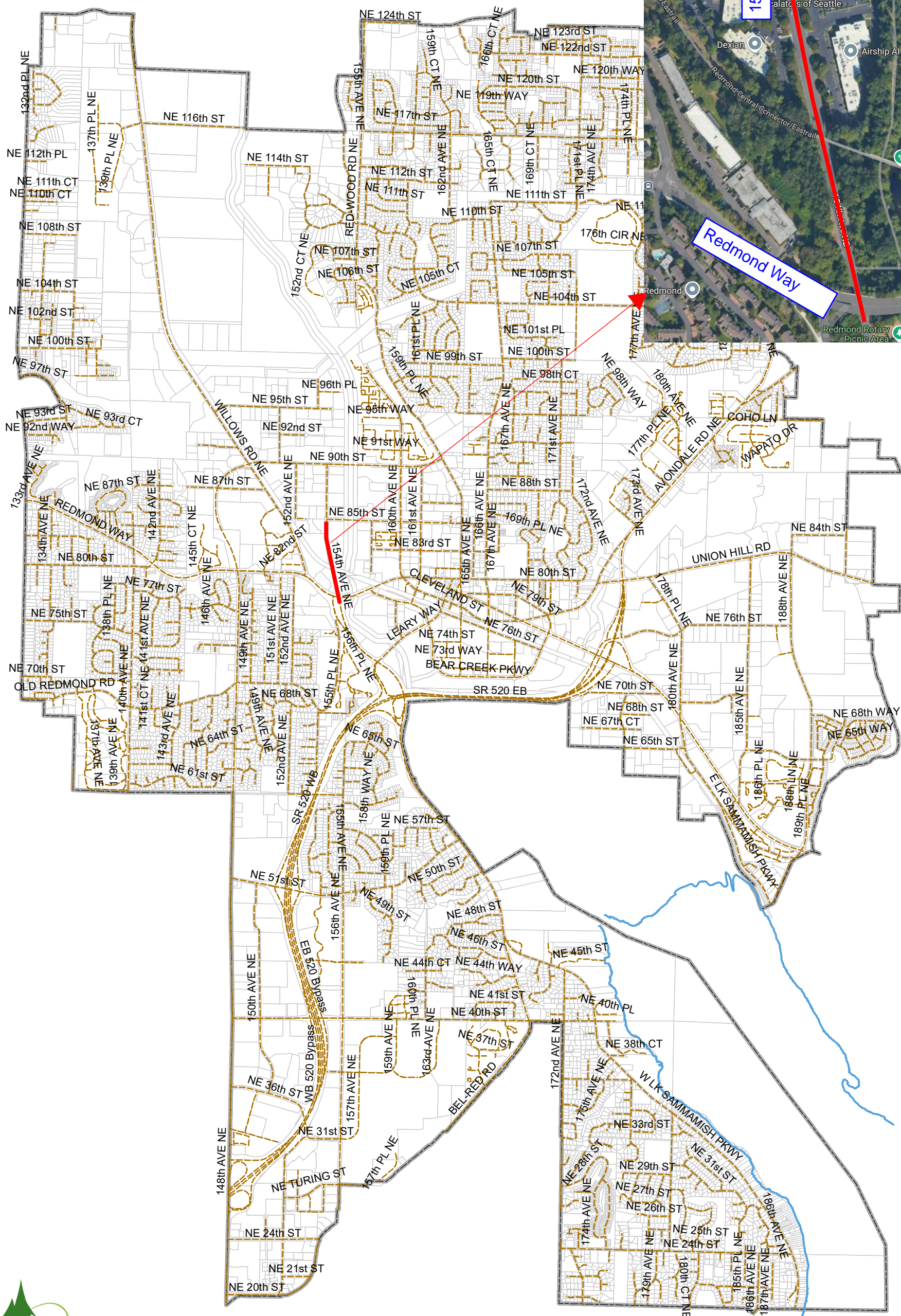
| Estimated M&O Impacts: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|------------------------|-------|------|------|------|------|------|------|--------|-------|
| Cost | | | | | | | | | |

Explanation:

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------------|-----------------|--------------------|--------|--------------------|
| Transportation Benefit District | \$23,944 | \$219,078 | | \$243,022 |
| Grant | | \$1,445,000 | | \$1,445,000 |
| Total | \$23,944 | \$1,664,078 | | \$1,688,022 |



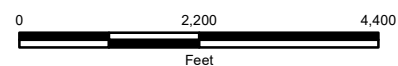
Pavement Management Project- 154th Ave NE- Redmond Way to NE 85th Street



City of Redmond
WASHINGTON

Disclaimer: This map is created and maintained by GIS Services Group, Finance and Information Services, City of Redmond, Washington, for reference purposes only.

The City makes no guarantee as to the accuracy of the features shown on this map.



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

| | | |
|--|--|-------------------------|
| Firm/Organization Legal Name (do not use dba's): | | |
| Address | Federal Aid Number | |
| UBI Number | Federal TIN | |
| Execution Date | Completion Date | |
| 1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No | Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Project Title | | |
| Description of Work | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation | Maximum Amount Payable: |

Index of Exhibits

| | |
|----------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation Voluntary SBE Participation |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase not applicable |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | Consultant Claim Procedures |

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

| | | | | | |
|---------------|--------|------|-------------------|--------|------|
| If to AGENCY: | | | If to CONSULTANT: | | |
| Name: | | | Name: | | |
| Agency: | | | Agency: | | |
| Address: | | | Address: | | |
| City: | State: | Zip: | City: | State: | Zip: |
| Email: | | | Email: | | |
| Phone: | | | Phone: | | |
| Facsimile: | | | Facsimile: | | |

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

See attached Scope of Services

EXHIBIT A

SCOPE OF SERVICES

CITY OF REDMOND

154th Ave Pavement Management Project (Redmond Way to NE 85th St)

**Federal Aid No. TBD
(City Project # 2414-096)**

Prepared by:

**David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007**

March 13, 2025

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TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.1. Project Description

The City of Redmond (CITY) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for the 154th Ave Pavement Management Project (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on 154th Ave NE; and replacing vehicle loop detectors. The project limits are from the north of Redmond Way to NE 85th St. The project's construction limits will not overlap with any existing crosswalks, thus not requiring the upgrade needs to ADA curb ramp upgrades nor pedestrian traffic signal facilities.

The major features of the projects include:

- Pavement Rehabilitation Report for 154th Avenue NE.
- Traffic control plans.
- Environmental documentation and permitting.
- Preliminary and final submittals of Plans, Specifications, and Estimate (PS&E) contract documents.

1.2. Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Existing base mapping in sheet format for design features to be shown.
- Draft and Final Section 7 Letter of No Effect.
- Draft and Final Section 4(f) Memo.
- Draft and Final Categorical Exclusion Documentation (CED) Form.
- Draft and Final Stormwater Pollution Prevention Plan (SWPPP).
- Redmond General Application.
- Redmond SEPA Exemption Application.
- Redmond NPDES Permit Application.
- Redmond Shoreline Substantial Development Exemption Application.
- Draft and Final Pavement Report.
- 30% PS&E (electronic PDF files) for review by the CITY.
- 60% PS&E (electronic PDF files) for review by the CITY.
- 90% PS&E (electronic PDF files) for review by the CITY.
- Stamped and signed final plan set and specifications (electronic PDF files).
- Estimate corresponding to the bid schedule (electronic PDF and Excel files).
- Draft and final Pavement Report (electronic PDF files).
- As-Bid set of specifications and plans (electronic PDF files).
- Addendums during bid advertisement.
- Responses to bidders questions prior to bid opening.

1.3. Responsibilities and Services Provided by the CITY

The CITY will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, GIS maps, and other mapping information as available to the CONSULTANT.
- Provide existing aerial mapping.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Identify and provide list of storm, water, and wastewater utility lids require upgrades.
- Review all submittals made to the CITY within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.

1.4. Project Assumptions

- All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CADD standards. The standard sheet size for all plans will be 22"x34" and drawn at one-inch equals twenty feet (1" = 20'). 11"x17" half-size plans will be at 1 inch = 40 feet.
- Specifications will follow the 2026 WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project duration for final design is assumed to be eight (8) months.

TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

2.1. Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

2.2. Subconsultant Coordination

The CONSULTANT (DEA) shall provide direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3. Develop Project Schedule

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect an eight (8)-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates

2.4. Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (9 total)

2.5. Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to sixteen (16) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend two (2) meeting every month, via Teams meeting, with two staff and the CITY's project manager for the duration of the project.

Deliverables:

- Meeting Minutes (16 total)

2.6. Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7. Change Management

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

TASK 3.0 SURVEY AND BASEMAP PREPARATION

The CONSULTANT (DEA) shall review all existing GIS information and other available information provided by the CITY to identify additional data needed to support the design and develop the contract construction documents.

3.1. Base Mapping Using City Provided Data

The CONSULTANT (DEA) shall prepare a project existing features base map using CITY provided GIS data and aerial imagery.

The existing base map shall be updated by the CONSULTANT based on data gathered under Task 3.02.

3.2. Data Collection

The CONSULTANT (DEA) shall take the project base map and perform a field walk to determine locations of existing traffic signal loops, utilities/monument lids, and catch basis.

The CONSULTANT (DEA) shall update the existing base map with field data collected in the field.

It is assumed data collection site visit will last up to eight hours and be attended by two CONSULTANT (DEA) team members.

The project/survey northern and southern limits for the PROJECT are shown in the figures below. The eastern and western limits are gutter line to gutter line.

Figure 1. Project Northern Limit



Figure 2. Project Southern Limit



Deliverables:

- Existing base mapping in a sheet format ready for design features to be shown.

TASK 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT will prepare environmental documentation in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA). Details regarding the expected level of environmental documentation required for the PROJECT to be in compliance with NEPA and SEPA are provided below. NEPA will be addressed because the project will be funded in part with federal dollars, which is a trigger for NEPA compliance.

4.1. Environmental Meetings

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY. The intent is to develop communication, confirm the approach, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Highways and Local Programs (H&LP) staff to request a NEPA Kick-off meeting (including site visit), at

which the CONSULTANT (DEA) shall confirm with WSDOT H&LP Environmental Staff the proposed approach and submittal requirements.

Assumptions:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.
- One NEPA Kick-off Meeting including site visit with representative(s) from WSDOT H&LP.

Deliverables:

- Meeting Agenda
- Meeting Minutes

4.2. NEPA/SEPA Compliance

Since the project qualifies for a NEPA categorical exclusion under 23 CFR 771.117(d), the CONSULTANT will prepare DOT form 140-100 (NEPA Categorical Exclusion Documentation Form [CED]) for review by the City and H&LP. Compliance with other federal regulations triggered by the federal funding will include preparation of a Letter of No Effect to comply with Section 7 of the Endangered Species Act and a DOT Act Section 4(f) Memo. (Note: The project is exempt from Section 106 of the National Historic Preservation Act.) The CONSULTANT will prepare these additional documents for H&LP to coordinate with the applicable federal agencies on the project's compliance with these requirements. The project is anticipated to be exempt from SEPA.

Deliverables:

- Draft and Final Section 7 Letter of No Effect.
- Draft and Final Section 4(f) Memo.
- Draft CED for CITY and H&LP review.
- Final CED for signature.

4.3. Permitting

The CONSULTANT will prepare the following permit applications and exhibits:

- Stormwater Pollution Prevention Plan (SWPPP).
- Redmond General SEPA Form (Exemption).
- Redmond General Application Form.
- Redmond NPDES Permit.
- Redmond Shoreline Substantial Development Exemption.
- Redmond Right of Way Permit.

Assumptions:

- It is not anticipated that a Redmond Clear and Grade permit will be required for the project. If needed it can be added to the contract through an amendment.
- The CONTRACTOR will use final SWPPP as their basis for their SWPPP submittal.
- The CITY will issue a SEPA adoption notice.

Deliverables:

- Draft and Final SWPPP.
- Redmond General Application.
- Redmond SEPA General Application.
- Redmond NPDES Permit Application.
- Redmond Shoreline Substantial Development Exemption Application.

TASK 5.0 UTILITY COORDINATION

The CITY will take the lead to contact and meet with utilities owners.

The CONSULTANT shall support the CITY with preparation of exhibits and providing responses to utility owners questions.

Deliverables:

- Exhibits.
- Responses to questions.

TASK 6.0 AGENCY COORDINATION

The CONSULTANT shall support the CITY with coordination between WSDOT Local Programs, King County Metro, and the King County Lakehills sewer trunk project.

The CONSULTANT shall arrange, prepare for, attend, and prepare meeting minutes for meetings with WSDOT Local Programs & the King County Lakehills sewer trunk project team to discuss the project. This task also includes coordination with WSDOT through e-mails and Teams meetings. The CONSULTANT shall prepare electronic copies submittal of the 90% and 100% for WSDOT Local Program review. The CONSULTANT shall address WSDOT's comments.

For budgetary purposes, it is assumed up to three (3) meetings will occur with WSDOT Local Programs and two (2) meetings will occur with the King County Lakehills sewer trunk project team. Each meeting will last 1 hour and includes 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

Assumptions:

- City will coordinate with KCM to inform them of work/times and submit electronic copies of plans

Deliverables:

- Meeting Agendas (5 total)
- Meeting Minutes (5 total)

TASK 7.0 PAVEMENT REPORT

The CONSULTANT (HWA) shall perform pavement evaluation and testing and shall prepare a pavement report for 154th Avenue NE.

The pavement report will provide recommendations for pavement repair and overlay depth.

The CONSULTANT (HWA) shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from the south edge of the Redmond Way bridge to the south edge of the stop bar at NE 85th Street. As FWD testing is a mobile operation and non-destructive testing, traffic control plans and ROW permit will not be required. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location. Using the results of FWD testing, the CONSULTANT (HWA) will mark the locations of 20 6-inch diameter pavement cores (four in each travel lane) and arrange utility locates. The CONSULTANT (HWA) will subcontract the development of temporary traffic control plans and submit to the City for a ROW permit for pavement coring. Upon approval, the CONSULTANT (HWA) will perform pavement coring at 20 locations. Hand auger explorations to a depth of about two feet at each core location will be performed. Cores will be backfilled with compacted gravel and patched with Aquaphalt Permanent Cold Patch, compacted in lifts, matching existing pavement thickness.

The CONSULTANT (HWA) shall generate logs of pavement cores and perform engineering analyses to determine engineering properties of the subgrade and existing pavement structure.

The CONSULTANT (HWA) shall prepare a report presenting the results of the field testing, including FWD deflection readings, back-calculated resilient moduli of the subgrade, logs of pavement cores, and recommendations for new overlay design. The report will include discussions for pavement areas that should be reconstructed as opposed to rehabilitated.

The CONSULTANT (DEA) shall review the Pavement Rehabilitation Report for 154th Avenue NE and implement its recommendations.

Deliverables:

- Traffic Control plans for Pavement Coring (electronic PDF files).
- Draft 154th Ave Pavement Report (electronic PDF files).
- Final 154th Ave Pavement Report (electronic PDF files).

TASK 8.0 DESIGN

8.1. Project Site Visits

The CONSULTANT (DEA) shall conduct up to two (2) additional site visits by two (2) staff during the project to review/address design issues. CITY staff shall be present during site visits, if requested.

It is assumed the site visits will last up to two (2) hours each.

8.2. Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion)

The CONSULTANT (DEA, CE) shall bring the design to a 100% completion level with intermediate milestones at the 30%, 60%, and 90% completions, and shall participate in a review coordination meeting to respond to CITY staff questions and comments at each of the three submittals. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (30%, 60%, and 90%)
- Legend & Abbreviations (60% and 90%)
- Typical Roadway Sections (30%, 60%, and 90%)
- Paving & Temporary Erosion Control Plans (TESC) Plans (30%, 60%, and 90%)
- Roadway Plans and Details (60% and 90%)
- Channelization Plans (30%, 60%, and 90%)
- Traffic Signal Plans (60% and 90%)
- Temporary Traffic Signal Video Detection Plans (60% and 90%)
- Traffic Control Plans (60% and 90%)
- Contract Provisions (60% and 90%)
- Cost Estimate (30%, 60%, and 90%)

The CONSULTANT (CE) shall prepare traffic signal plans and temporary traffic signal video detection plans for the traffic signal system modifications required due to the grinding of 154th Ave NE. Traffic signal system modifications will be limited to the replacement of loop detectors since pedestrian crossings will not be impacted. The following 154th Ave NE corridor intersection legs are expected to be impacted with the PROJECT.

- Redmond Signal: South Leg of intersection with NE 85th Street.

The CONSULTANT (DEA, CE) shall determine bid items, quantities, and prepare an engineer's opinion probable construction cost estimate based on current unit bid prices.

Assumptions:

- The CONSULTANT (DEA, CE) shall use, as much as possible, bid items listed in WSDOT Standard Bid Items and/or WSDOT/APWA Standard Specifications.
- All work will be performed outside of WSDOT Limited Access.
- No impacts to the concrete barrier or impact attenuators at the Redmond Central Connector/Eastrail overhead trestle.
- Select curb, gutter, and sidewalk replacement will be identified during a field walk with the City and DEA staff. These replacements will be covered by the bid item Minor Change.

Deliverables:

- 30% Plans & Estimate (electronic PDF).
- 60% Plans, Specifications, & Estimate (electronic PDF).
- 90% Plans, Specifications, & Estimate (electronic PDF).

8.3. 100% PS&E Documents

The CONSULTANT (DEA, CE) shall prepare the following in accordance with the CITY's review comments from the 90% final design and coordination meeting:

- Modifications and/or revisions in response to CITY review comments from the 90% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of 100% plans.
- Preparation of 100% list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT (DEA, CE) will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as the 100% PS&E package. The CONSULTANT shall stamp and sign the 100% plans and specifications, and then make a PDF file for the CITY to submit it to Builders Exchange of Washington for posting.

Deliverables:

- Stamped and signed contract provisions (electronic PDF files).
- Stamped and signed contract plans (electronic PDF files).
- Call for Bids (electronic PDF files).
- Engineer's Opinion of Probable Construction Cost Estimate in electronic PDF and Excel formats.

8.4. Assistance During Bid Period

The CONSULTANT (DEA, CE) shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis.

The CONSULTANT (DEA, CE) shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the level of budget provided in this agreement.

The CONSULTANT (DEA, CE) shall provide any necessary plan, specification, or cost estimate changes required by any/all addenda. The CONSULTANT shall stamp and sign any plan revisions required.

After PROJECT (DEA, CE) Bid Opening, the CONSULTANT (DEA) shall compile changes and create a conformed set of plans and contract provisions to be referred to as the As-Bid documents.

The CONSULTANT shall provide As-Bid documents to the CITY.

Assumptions:

- The CONSULTANT (DEA, CE) will not produce hard paper copies of the plans and contract provisions.

Deliverables:

- Provide responses to bidders' questions.
- Addenda documentation (electronic PDF files).
- As-Bid Plans and Contract Provisions (electronic PDF files).

TASK 9.0 COMMUNITY OUTREACH SUPPORT

The CITY will take the lead on public involvement work.

The CONSULTANT (DEA) shall support the City with preparation of exhibits and/or graphics to the level of effort identified in the budget.

Deliverables:

- Exhibits and/or Graphics for Community Outreach.

TASK 10.0 OPTIONAL SERVICE

10.1. Construction Support Services

In addition, Optional Services may be required and are to be utilized only for additional and unforeseen added work that is not included in this Scope of Services. The CONSULTANT (DEA) shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Additional investigations and design services
- Construction Engineering Support
- Construction Management and Inspection Support
- Record Drawings Preparation

Budget for this task is not included and will be negotiated separately.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

[See attached voluntary SBE participation](#)

David Evans and Associates, Inc. (DEA)

***SBE Inclusion Plan
for
City of Redmond***

154th Avenue (Redmond Way to 85th St) Pavement Management Project

General Description of Work:

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for roadway preservation for the 154th Avenue (Redmond Way to 85th St) Pavement Management project located in Redmond, WA.

1. SUBCONTRACTING

The work associated with this Task Order/Project is subject to a Small Business Enterprise (SBE) minimum goal of 10 percent (10%). DEA will make a good faith effort to achieve participation of at least 10% by one or more certified SBE firms.

2. DIVERSE BUSINESS SUBCONTRACTORS

A list of diverse business contractors DEA included with this project are listed below.

| Name of SBE Firm | SBE Certification | Specialty Services |
|-----------------------|-------------------|------------------------------|
| Design Phase | | |
| HWA GeoSciences, Inc. | Yes/SBE | Pavement Analysis and Design |
| Concord Engineering | Yes/SBE | Traffic Signal |
| Construction Phase | | |
| HWA GeoSciences, Inc. | Yes/SBE | Materials Testing |

During the design phase of this project, HWA and Concord are expected to be contracted to the 10 percent goal.

HWA is also being shown for construction phase.

At any point in the delivery of this contract, if additional services are needed, HWA and Concord or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

3. UTILIZATION EXPERT

DEA will track and prepare monthly updates on small business utilization, progress to date, and projections. DEA will also evaluate change orders for potential small business participation.

4. PAST PERFORMANCE OR STRATEGIES

DEA has a track record of utilizing MSVWBE (including SBE) firms on a variety of projects in key roles. DEA's approach is to solicit partnering relationships primarily based upon technical capabilities rather than a subcontracting goal and invest in those relationships in order to provide our clients with reliable and diverse expertise.

To facilitate the development of these relationships, DEA organized an internal Small Business Program in 1995 with the goal of providing maximum practicable opportunities for small businesses to participate on contracts with DEA. DEA's Small Business Program formalizes and documents the efforts DEA undertakes to include small businesses in our contracts. As part of this program, regional liaisons conduct outreach activities to connect DEA staff with qualified small businesses. These small businesses are brought onto project teams in focused roles and provided mentorship and guidance to help them succeed with the intent to continue that partnership onto future projects.

Since 1995, DEA has conducted regular small business fairs to provide opportunities for MSVWBE firms to interact with our project managers and provide information about their services, so we can move quickly when opportunities arise. The high numbers of MSVWBE firms we actively work with provides evidence of the program's success. For the past several years, DEA's Portland office has worked with more than 20 MSVWBE firms in Oregon and Washington each year and subcontracts more than \$1.3 million dollars on average to MSVWBE firms annually.

DEA also participates in the more traditional forms of outreach in our community, including Oregon Association of Minority Entrepreneurs committees and conferences, Minority Enterprise Development Week, and other local technical job fairs. Often, for specific projects, DEA will continue to hold focused DBE/SBE outreach events to nurture and develop relationships with MSVWBE firms that will hold meaningful roles on project assignments. For example, DEA held a networking event out of our Bellevue, WA, office in June 2015, specifically to solicit qualifications and establish relationships with DBE/SBE firms for an upcoming light rail project. This fair was attended by more than 50 firms from the Seattle area and would have added ten MSVWBE firms to be included to the project team in significant roles. This year our Portland office held a fair in May with the same goal of attracting MSVWBE firms with whom we can partner on upcoming projects.

5. PROMPT PAYMENT AND DISPUTE RESOLUTION

Prompt Payments:

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not

approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

Disputed Billings:

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

6. OTHER

Not applicable

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnished services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets
Word Documents
PDF files
Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP, Word, Excel, Project, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D
City of Redmond
154th Ave Pavement Management Project

David Evans and Associates, Inc.

| | Classification | Est. Hours | x | Rate | = | Dollars |
|---|------------------------------|------------|---|----------|---|----------|
| 1 | Engineer III (ENG3) | 367 | | \$56.00 | | \$20,552 |
| 2 | Project Manager V (PJM5) | 14 | | \$103.10 | | \$1,443 |
| 3 | Engineer V (ENG5) | 352 | | \$67.50 | | \$23,760 |
| 4 | Engineer V (ENG5) | 8 | | \$76.30 | | \$610 |
| 5 | Project Manager III (PJM3) | 60 | | \$82.00 | | \$4,920 |
| 6 | Project Coordinator I (PJC1) | 17 | | \$30.00 | | \$510 |
| 7 | Project Accountant IV (PAC4) | 12 | | \$52.00 | | \$624 |
| 8 | Scientist III (SCI3) | 80 | | \$44.00 | | \$3,520 |
| 9 | GIS Manager (GISM) | 16 | | \$55.00 | | \$880 |

Total Hrs. 926

Total DSC **\$ 56,820**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 56,820**

| | | | | | |
|--|---------|---|------------|---|-------------------|
| Overhead (OH Rate x DCS) | 176.24% | x | \$ 56,820 | = | \$ 100,139 |
| Fixed Fee (FF Rate x (DSC + Overhead)) | 10.5% | x | \$ 156,959 | = | \$ 16,481 |
| Total Overhead & Fixed Fee Cost | | | | | \$ 116,620 |

| Direct Expenses | No. | Unit | Each | Cost |
|------------------------|-----|---------|---------------|-----------|
| Reproduction Costs | | | | |
| Full-Size Plans | 2 | sets @ | \$200 /set | \$ 400.00 |
| Half-Size Plans | 2 | sets @ | \$50 /set | \$ 100.00 |
| Specifications | 2 | sets @ | \$75 /set | \$ 150.00 |
| Mail/Deliveries/Fed Ex | 0 | @ | \$35 /each | \$ - |
| Mileage | 75 | miles @ | \$0.700 /mile | \$ 52.50 |

Direct Expenses Subtotal **\$ 703**

David Evans and Associates Total **\$ 174,143**

Subconsultants

| | DBE | Hrs | \$ Total |
|----------------------------|--------------|------------|------------------|
| HWA GeoSciences Inc. | 25.0% | 258 | \$ 68,259 |
| Concord Engineering | 11.26% | 193 | \$ 30,773 |
| Total | 36.3% | 451 | |
| Subconsultant Total | | | \$ 99,032 |

Direct Expenses Sub-Total (including Subconsultants) **\$ 99,735**

Total Costs **\$ 273,174**

Management Reserve Fund (10%) **\$ 27,317**

Total Costs with Management Reserve Fund **\$ 300,492**

Exhibit D
City of Redmond
154th Ave Pavement Management Project

David Evans and Associates, Inc.

| Work Element # | Work Element | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | DEA | DEA | DEA |
|------------------------------|---|---------------------|--------------------------|-------------------|-------------------|----------------------------|------------------------------|------------------------------|----------------------|--------------------|-----------|------------------------------|----------|
| | | Engineer III (ENG3) | Project Manager V (PJM5) | Engineer V (ENG5) | Engineer V (ENG5) | Project Manager III (PJM3) | Project Coordinator I (PJC1) | Project Accountant IV (PAC4) | Scientist III (SCI3) | GIS Manager (GISM) | | | |
| | | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total \$ w/ separate esc. | Total \$ |
| 2.0 | Project Management and Coordination | | | | | | | | | | | | |
| 2.1 | Project Management | 20 | | | | | 8 | 3 | | | 31 | \$1,516 | \$1,516 |
| 2.2 | Subconsultant Coordination | 20 | | | | | | | | | 20 | \$1,120 | \$1,120 |
| 2.3 | Develop Project Schedule | 16 | | | | | | | | | 16 | \$896 | \$896 |
| 2.4 | Monthly Invoices/Progress Reports | 9 | | | | | 9 | 9 | | | 27 | \$1,242 | \$1,242 |
| 2.5 | Progress Meetings | 16 | | 16 | | | | | | | 32 | \$1,976 | \$1,976 |
| 2.6 | Quality Control/Quality Assurance Review | | 2 | | | | | | | | 2 | \$206 | \$206 |
| 2.7 | Change Management | 2 | | | | | | | | | 2 | \$112 | \$112 |
| | Work Element 2.0 Total | 83 | 2 | 16 | | | 17 | 12 | | | 130 | \$7,068 | \$7,068 |
| 3.0 | Survey and Basemap Preparation | | | | | | | | | | | | |
| 3.1 | Base Mapping Using City Provided Data | 40 | | 24 | | | | | | | 64 | \$3,860 | \$3,860 |
| 3.2 | Data Collection | 24 | | 24 | | | | | | | 48 | \$2,964 | \$2,964 |
| | Work Element 3.0 Total | 64 | | 48 | | | | | | | 112 | \$6,824 | \$6,824 |
| 4.0 | Environmental Documentation | | | | | | | | | | | | |
| 4.1 | Environmental Meetings | 2 | | | | 4 | | | | | 6 | \$440 | \$440 |
| 4.2 | NEPA/SEPA Compliance | 2 | | | | 24 | | | 40 | 12 | 78 | \$4,500 | \$4,500 |
| 4.3 | Permitting | 2 | | | 8 | 32 | | | 40 | 4 | 86 | \$5,326 | \$5,326 |
| | Work Element 4.0 Total | 6 | | | 8 | 60 | | | 80 | 16 | 170 | \$10,266 | \$10,266 |
| 5.0 | Utility Coordination | 8 | | 8 | | | | | | | 16 | \$988 | \$988 |
| | Work Element 5.0 Total | 8 | | 8 | | | | | | | 16 | \$988 | \$988 |
| 6.0 | Agency Coordination | 16 | | 16 | | | | | | | 32 | \$1,976 | \$1,976 |
| | Work Element 6.0 Total | 16 | | 16 | | | | | | | 32 | \$1,976 | \$1,976 |
| 7.0 | Pavement Report | 4 | | 2 | | | | | | | 6 | \$359 | \$359 |
| | Work Element 7.0 Total | 4 | | 2 | | | | | | | 6 | \$359 | \$359 |
| 8.0 | Design | | | | | | | | | | | | |
| 8.0 | Project Site Visits | 6 | | 6 | | | | | | | 12 | \$741 | \$741 |
| 8.2 | Plans, Specifications, and Estimate Preparation (30%, 60%, 90%) | | | | | | | | | | | | |
| 8.2.1 | 30% Submittal | 36 | 4 | 24 | | | | | | | 64 | \$4,048 | \$4,048 |
| 8.2.2 | 60% Submittal | 64 | 4 | 108 | | | | | | | 176 | \$11,286 | \$11,286 |
| 8.2.3 | 90% Submittal | 34 | 2 | 76 | | | | | | | 112 | \$7,240 | \$7,240 |
| 8.3 | 100% PS&E Documents | 34 | 2 | 38 | | | | | | | 74 | \$4,675 | \$4,675 |
| 8.4 | Assistance During Bid Period | 4 | | 4 | | | | | | | 8 | \$494 | \$494 |
| | Work Element 8.0 Total | 178 | 12 | 256 | | | | | | | 446 | \$28,485 | \$28,485 |
| 9.0 | Community Outreach Support | | | | | | | | | | | | |
| | Exhibits/Graphics Preparation | 8 | | 6 | | | | | | | 14 | \$853 | \$853 |
| | Work Element 9.0 Total | 8 | | 6 | | | | | | | 14 | \$853 | \$853 |
| 10.0 | Optional Service | | | | | | | | | | | | |
| | Additional investigations and design services | | | | | | | | | | | | |
| | Construction Engineering Support | | | | | | | | | | | | |
| | Construction Management and Inspection Support | | | | | | | | | | | | |
| | Record Drawings Preparation | | | | | | | | | | | | |
| | Work Element 10.0 Total | | | | | | | | | | | | |
| | EXPENSES | | | | | | | | | | | \$703 | \$703 |
| | SALARY ESCALATION | | | | | | | | | | | | |
| PROJECT WORK ELEMENTS TOTALS | | 367 | 14 | 352 | 8 | 60 | 17 | 12 | 80 | 16 | 926 | \$57,523 | \$57,523 |

Actuals Not To Exceed Table (ANTE)

| David Evans and Associates, Inc. - Puget Sound Region 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007 City of Redmond | | | | |
|--|------------------------------------|-------------------------------------|-------------------------------------|---|
| JOB CLASSIFICATIONS | 2024 Labor Rate NTE | Overhead NTE 176.24% | Fixed Fee NTE 10.50% | 2024 All Inclusive Hourly Billing Rate NTE |
| Administrative Assist IV (ADM4) | \$45.00 | \$79.31 | \$13.05 | \$137.36 |
| Business Development Leader I (BUD1) | \$70.23 | \$123.77 | \$20.37 | \$214.37 |
| Business Development Leader II (BUD2) | \$113.63 | \$200.26 | \$32.96 | \$346.85 |
| Business Development Leader III (BUD3) | \$108.18 | \$190.66 | \$31.38 | \$330.22 |
| Business Development Leader IV (BUD4) | \$148.00 | \$260.84 | \$42.93 | \$451.77 |
| BU/COE Sr. Manager I (BUS1) | \$84.58 | \$149.06 | \$24.53 | \$258.17 |
| BU/COE Sr. Manager II (BUS2) | \$116.35 | \$205.06 | \$33.75 | \$355.16 |
| BU/COE Sr. Manager III (BUS3) | \$157.00 | \$276.70 | \$45.54 | \$479.24 |
| CAD Technician I (CAD1) | \$29.71 | \$52.36 | \$8.62 | \$90.69 |
| CAD Technician II (CAD2) | \$37.00 | \$65.21 | \$10.73 | \$112.94 |
| CAD Technician III (CAD3) | \$38.37 | \$67.62 | \$11.13 | \$117.12 |
| CAD Technician IV (CAD4) | \$55.39 | \$97.62 | \$16.07 | \$169.08 |
| CAD Technician V (CAD5) | \$56.42 | \$99.43 | \$16.36 | \$172.21 |
| COE Delivery Leader I (CDL1) | \$51.73 | \$91.17 | \$15.00 | \$157.90 |
| COE Delivery Leader II (CDL2) | \$58.70 | \$103.45 | \$17.03 | \$179.18 |
| COE Delivery Leader III (CDL3) | \$88.08 | \$155.23 | \$25.55 | \$268.86 |
| Construction Inspector I (CIN1) | \$36.52 | \$64.36 | \$10.59 | \$111.47 |
| Construction Inspector II (CIN2) | \$42.71 | \$75.27 | \$12.39 | \$130.37 |
| Construction Inspector III (CIN3) | \$50.75 | \$89.44 | \$14.72 | \$154.91 |
| Construction Inspector IV (CIN4) | \$61.89 | \$109.07 | \$17.95 | \$188.91 |
| Construction Services Manager I (CSM1) | \$42.20 | \$74.37 | \$12.24 | \$128.81 |
| Construction Services Manager II (CSM2) | \$51.68 | \$91.08 | \$14.99 | \$157.75 |
| Construction Services Manager III (CSM3) | \$81.00 | \$142.75 | \$23.49 | \$247.24 |
| Construction Services Manager IV (CSM4) | \$82.31 | \$145.06 | \$23.87 | \$251.24 |
| Deputy Construction Manager (DCON) | \$44.23 | \$77.95 | \$12.83 | \$135.01 |
| Designer I (DES1) | \$35.29 | \$62.20 | \$10.24 | \$107.73 |
| Designer II (DES2) | \$46.00 | \$81.07 | \$13.34 | \$140.41 |
| Designer III (DES3) | \$59.00 | \$103.98 | \$17.11 | \$180.09 |
| Designer IV (DES4) | \$69.02 | \$121.64 | \$20.02 | \$210.68 |
| Designer V (DES5) | \$70.56 | \$124.35 | \$20.47 | \$215.38 |

| | | | | |
|-------------------------------------|----------|----------|---------|----------|
| Electrical Engineer II (ELE2) | \$50.60 | \$89.18 | \$14.68 | \$154.46 |
| Electrical Engineer III (ELE3) | \$49.60 | \$87.42 | \$14.39 | \$151.41 |
| Engineering Designer I (END1) | \$42.98 | \$75.75 | \$12.47 | \$131.20 |
| Engineering Designer II (END2) | \$53.46 | \$94.22 | \$15.51 | \$163.19 |
| Engineering Designer III (END3) | \$59.19 | \$104.32 | \$17.17 | \$180.68 |
| Engineer III (ENG3) | \$61.84 | \$108.99 | \$17.94 | \$188.77 |
| Engineer IV (ENG4) | \$69.50 | \$122.49 | \$20.16 | \$212.15 |
| Engineer V (ENG5) | \$79.00 | \$139.23 | \$22.91 | \$241.14 |
| Engineer VI (ENG6) | \$92.00 | \$162.14 | \$26.68 | \$280.82 |
| Engineer VII (ENG7) | \$114.00 | \$200.91 | \$33.07 | \$347.98 |
| Flight Operations Manager (FLOM) | \$77.36 | \$136.34 | \$22.44 | \$236.14 |
| Field Survey Technician I (FST1) | \$27.00 | \$47.58 | \$7.83 | \$82.41 |
| Field Survey Technician II (FST2) | \$29.17 | \$51.41 | \$8.46 | \$89.04 |
| Field Survey Technician III (FST3) | \$33.02 | \$58.19 | \$9.58 | \$100.79 |
| Field Survey Technician IV (FST4) | \$34.59 | \$60.96 | \$10.03 | \$105.58 |
| GIS Analyst II (GIA2) | \$45.00 | \$79.31 | \$13.05 | \$137.36 |
| GIS Analyst III (GIA3) | \$49.51 | \$87.26 | \$14.36 | \$151.13 |
| GIS Analyst IV (GIA4) | \$53.00 | \$93.41 | \$15.37 | \$161.78 |
| GIS Manager (GISM) | \$59.00 | \$103.98 | \$17.11 | \$180.09 |
| Graphic Designer II (GRD2) | \$46.00 | \$81.07 | \$13.34 | \$140.41 |
| Graphic Designer III (GRD3) | \$49.19 | \$86.69 | \$14.27 | \$150.15 |
| Hydrographer I (HYD1) | \$30.94 | \$54.53 | \$8.97 | \$94.44 |
| Hydrographer II (HYD2) | \$33.41 | \$58.88 | \$9.69 | \$101.98 |
| Hydrographer III (HYD3) | \$39.61 | \$69.81 | \$11.49 | \$120.91 |
| Hydrographer IV (HYD4) | \$58.92 | \$103.84 | \$17.09 | \$179.85 |
| Hydrographer V (HYD5) | \$70.00 | \$123.37 | \$20.30 | \$213.67 |
| Intern I (INT1) | \$26.21 | \$46.19 | \$7.60 | \$80.00 |
| Intern II (INT2) | \$22.90 | \$40.36 | \$6.64 | \$69.90 |
| Landscape Designer I (LAD1) | \$29.40 | \$51.81 | \$8.53 | \$89.74 |
| Landscape Designer IV (LAD4) | \$47.66 | \$84.00 | \$13.82 | \$145.48 |
| Landscape Architect II (LAR2) | \$41.43 | \$73.02 | \$12.02 | \$126.47 |
| Landscape Architect III (LAR3) | \$49.09 | \$86.52 | \$14.24 | \$149.85 |
| Landscape Architect IV (LAR4) | \$60.50 | \$106.63 | \$17.55 | \$184.68 |
| Landscape Architect V (LAR5) | \$62.49 | \$110.13 | \$18.13 | \$190.75 |
| Office Survey Technician I (OST1) | \$33.50 | \$59.04 | \$9.72 | \$102.26 |
| Office Survey Technician II (OST2) | \$33.02 | \$58.19 | \$9.58 | \$100.79 |
| Office Survey Technician III (OST3) | \$39.62 | \$69.83 | \$11.49 | \$120.94 |
| Office Survey Technician IV (OST4) | \$45.00 | \$79.31 | \$13.05 | \$137.36 |
| Office Survey Technician V (OST5) | \$47.50 | \$83.71 | \$13.78 | \$144.99 |
| Project Accountant II (PAC2) | \$36.10 | \$63.62 | \$10.47 | \$110.19 |
| Project Accountant III (PAC3) | \$41.50 | \$73.14 | \$12.04 | \$126.68 |
| Project Accountant IV (PAC4) | \$47.00 | \$82.83 | \$13.63 | \$143.46 |
| Project Accountant V (PAC5) | \$50.78 | \$89.49 | \$14.73 | \$155.00 |
| Party Chief I (PCH1) | \$36.50 | \$64.33 | \$10.59 | \$111.42 |
| Party Chief II (PCH2) | \$42.08 | \$74.16 | \$12.21 | \$128.45 |

| | | | | |
|--|----------|----------|---------|----------|
| Party Chief III (PCH3) | \$48.27 | \$85.07 | \$14.00 | \$147.34 |
| Party Chief IV (PCH4) | \$55.50 | \$97.81 | \$16.10 | \$169.41 |
| Project Controls Specialist III (PCS3) | \$51.40 | \$90.59 | \$14.91 | \$156.90 |
| Project Controls Specialist IV (PCS4) | \$60.27 | \$106.22 | \$17.48 | \$183.97 |
| Project Controls Specialist V (PCS5) | \$67.70 | \$119.31 | \$19.64 | \$206.65 |
| Project Coordinator I (PJC1) | \$31.66 | \$55.80 | \$9.18 | \$96.64 |
| Project Coordinator II (PJC2) | \$35.11 | \$61.88 | \$10.18 | \$107.17 |
| Project Coordinator III (PJC3) | \$38.70 | \$68.20 | \$11.22 | \$118.12 |
| Project Coordinator IV (PJC4) | \$43.95 | \$77.46 | \$12.75 | \$134.16 |
| Project Coordinator V (PJC5) | \$49.09 | \$86.52 | \$14.24 | \$149.85 |
| Project Coordinator VI (PJC6) | \$58.00 | \$102.22 | \$16.82 | \$177.04 |
| Project Manager I (PJM1) | \$55.36 | \$97.57 | \$16.06 | \$168.99 |
| Project Manager II (PJM2) | \$68.07 | \$119.97 | \$19.74 | \$207.78 |
| Project Manager III (PJM3) | \$82.46 | \$145.33 | \$23.92 | \$251.71 |
| Project Manager IV (PJM4) | \$100.99 | \$177.98 | \$29.29 | \$308.26 |
| Project Manager V (PJM5) | \$119.00 | \$209.73 | \$34.52 | \$363.25 |
| Project Manager VI (PJM6) | \$132.00 | \$232.64 | \$38.29 | \$402.93 |
| Planner I (PLN1) | \$37.13 | \$65.44 | \$10.77 | \$113.34 |
| Planner II (PLN2) | \$46.42 | \$81.81 | \$13.46 | \$141.69 |
| Planner III (PLN3) | \$58.21 | \$102.59 | \$16.88 | \$177.68 |
| Planner IV (PLN4) | \$69.07 | \$121.73 | \$20.03 | \$210.83 |
| Project Surveyor I (PSV1) | \$53.93 | \$95.05 | \$15.64 | \$164.62 |
| Project Surveyor II (PSV2) | \$53.50 | \$94.29 | \$15.52 | \$163.31 |
| Project Surveyor III (PSV3) | \$62.00 | \$109.27 | \$17.98 | \$189.25 |
| Project Surveyor IV (PSV4) | \$72.00 | \$126.89 | \$20.88 | \$219.77 |
| QA/QC Specialist II (QAC2) | \$41.17 | \$72.56 | \$11.94 | \$125.67 |
| QA/QC Specialist III (QAC3) | \$52.00 | \$91.64 | \$15.08 | \$158.72 |
| QA/QC Specialist IV (QAC4) | \$92.00 | \$162.14 | \$26.68 | \$280.82 |
| Remote Pilot I (RPL1) | \$29.10 | \$51.29 | \$8.44 | \$88.83 |
| Remote Pilot II (RPL2) | \$42.08 | \$74.16 | \$12.21 | \$128.45 |
| Remote Pilot III (RPL3) | \$65.00 | \$114.56 | \$18.85 | \$198.41 |
| Survey Analyst I (SAN1) | \$38.78 | \$68.35 | \$11.25 | \$118.38 |
| Survey Analyst II (SAN2) | \$57.50 | \$101.34 | \$16.68 | \$175.52 |
| Survey Analyst III (SAN3) | \$50.00 | \$88.12 | \$14.50 | \$152.62 |
| Scientist I (SCI1) | \$36.87 | \$64.98 | \$10.69 | \$112.54 |
| Scientist II (SCI2) | \$41.00 | \$72.26 | \$11.89 | \$125.15 |
| Scientist III (SCI3) | \$43.32 | \$76.35 | \$12.57 | \$132.24 |
| Scientist IV (SCI4) | \$73.00 | \$128.66 | \$21.17 | \$222.83 |
| Support Svcs Specialist II (SSS2) | \$22.17 | \$39.07 | \$6.43 | \$67.67 |
| Support Svcs Specialist III (SSS3) | \$30.96 | \$54.56 | \$8.98 | \$94.50 |
| Support Svcs Specialist IV (SSS4) | \$32.17 | \$56.70 | \$9.33 | \$98.20 |
| Support Svcs Specialist V (SSS5) | \$39.70 | \$69.97 | \$11.52 | \$121.19 |
| Support Svcs Specialist VII (SSS7) | \$56.00 | \$98.69 | \$16.24 | \$170.93 |
| Survey Manager I (SVM1) | \$63.75 | \$112.35 | \$18.49 | \$194.59 |
| Survey Manager II (SVM2) | \$77.00 | \$135.70 | \$22.33 | \$235.03 |

| | | | | | |
|---------------------------|--|---------|----------|---------|----------|
| Survey Manager III (SVM3) | | \$81.00 | \$142.75 | \$23.49 | \$247.24 |
|---------------------------|--|---------|----------|---------|----------|



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 30, 2024

David Evans and Associates, Inc.
703 Douglas Fir Dr.
Magnolia, TX 77354

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 176.24% of direct labor (rate includes 0.86% Facilities Capital Cost of Money) based on the “Cognizant Review” from Oregon Department of Transportation (ODOT) who accepted the audit performed by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Apr 30, 2024 12:20 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

[See attached Exhibit E](#)

Exhibit E
City of Redmond
154th Ave Pavement Management Project

HWA GeoSciences Inc.

| | Classification | Est. Hours | x | Rate | = | Dollars |
|---|----------------------------|------------|---|----------|---|---------|
| 1 | Geotechnical Engineer VIII | 52 | | \$ 96.00 | | \$4,992 |
| 2 | Geotechnical Engineer III | 60 | | \$ 50.00 | | \$3,000 |
| 3 | Geologist III | 74 | | \$ 41.00 | | \$3,034 |
| 4 | Geologist II | 60 | | \$ 34.00 | | \$2,040 |
| 5 | CAD | 8 | | \$ 36.00 | | \$288 |
| 6 | Contracts Administrator | 4 | | \$ 53.00 | | \$212 |
| 7 | Administrative Support | 0 | | \$ 38.00 | | \$0 |

Total Hrs. 258

Total DSC **\$ 13,566**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 13,566**

Overhead (OH Rate x DCS) 187.24% x \$ 13,566 = **\$ 25,401**

Fixed Fee (FF Rate x (DSC + Overhead)) 10.5% x \$ 38,967 = **\$ 4,092**

Total Overhead & Fixed Fee Cost **\$ 29,493**

| Direct Expenses | No. | Unit | Each | Cost |
|--------------------------------------|-----|---------|----------|-----------------|
| Mileage @ IRS Rate | 178 | miles @ | \$0.70 | /mile \$ 125 |
| GPS for Core Locations | 1 | @ | \$75 | /day \$ 75 |
| Traffic Control Plans | 20 | @ | \$150 | /sheet \$ 3,000 |
| FWD Rate | 4 | @ | \$1,000 | /hr \$ 4,000 |
| Pavement Coring | 20 | @ | \$80 | /core \$ 1,600 |
| Traffic Control for Testing & Coring | 1 | @ | \$15,000 | \$ 15,000 |
| Laboratory Testing | 1 | @ | \$1,400 | \$ 1,400 |

Direct Expenses Subtotal **\$ 25,200**

HWA GeoSciences Inc. Total **\$ 68,259**

Exhibit E
City of Redmond
154th Ave Pavement Management Project

HWA GeoSciences Inc.

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
|-------------------------------------|---|----------------------------|---------------------------|---------------|--------------|-----------|-------------------------|------------------------|---------------|-----------------|
| | | Geotechnical Engineer VIII | Geotechnical Engineer III | Geologist III | Geologist II | CAD | Contracts Administrator | Administrative Support | | |
| Work Element # | Work Element | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | HWA Total hrs | HWA Total \$ |
| 2.0 | Project Management and Coordination | | | | | | | | | |
| 2.1 | Project Management | | | | | | | | | |
| 2.2 | Subconsultant Coordination | | | | | | | | | |
| 2.3 | Develop Project Schedule | | | | | | | | | |
| 2.4 | Monthly Invoices/Progress Reports | | | | | | | | | |
| 2.5 | Progress Meetings | | | | | | | | | |
| 2.6 | Quality Control/Quality Assurance Review | | | | | | | | | |
| 2.7 | Change Management | | | | | | | | | |
| | Work Element 2.0 Total | | | | | | | | | |
| 3.0 | Survey and Basemap Preparation | | | | | | | | | |
| 3.1 | Base Mapping Using City Provided Data | | | | | | | | | |
| 3.2 | Data Collection | | | | | | | | | |
| | Work Element 3.0 Total | | | | | | | | | |
| 4.0 | Environmental Documentation | | | | | | | | | |
| 4.1 | Environmental Meetings | | | | | | | | | |
| 4.2 | NEPA/SEPA Compliance | | | | | | | | | |
| 4.3 | Permitting | | | | | | | | | |
| | Work Element 4.0 Total | | | | | | | | | |
| 5.0 | Utility Coordination | | | | | | | | | |
| | Work Element 5.0 Total | | | | | | | | | |
| 6.0 | Agency Coordination | | | | | | | | | |
| | Work Element 6.0 Total | | | | | | | | | |
| 7.0 | Pavement Report | 52 | 60 | 74 | 60 | 8 | 4 | | 258 | \$13,566 |
| | Work Element 7.0 Total | 52 | 60 | 74 | 60 | 8 | 4 | | 258 | \$13,566 |
| 8.0 | Design | | | | | | | | | |
| 8.0 | Project Site Visits | | | | | | | | | |
| 8.2 | Plans, Specifications, and Estimate Preparation (30%, 60%, 90%) | | | | | | | | | |
| 8.2.1 | 30% Submittal | | | | | | | | | |
| 8.2.2 | 60% Submittal | | | | | | | | | |
| 8.2.3 | 90% Submittal | | | | | | | | | |
| 8.3 | 100% PS&E Documents | | | | | | | | | |
| 8.4 | Assistance During Bid Period | | | | | | | | | |
| | Work Element 8.0 Total | | | | | | | | | |
| 9.0 | Community Outreach Support | | | | | | | | | |
| | Exhibits/Graphics Preparation | | | | | | | | | |
| | Work Element 9.0 Total | | | | | | | | | |
| 10.0 | Optional Service | | | | | | | | | |
| | Additional investigations and design services | | | | | | | | | |
| | Construction Engineering Support | | | | | | | | | |
| | Construction Management and Inspection Support | | | | | | | | | |
| | Record Drawings Preparation | | | | | | | | | |
| | Work Element 10.0 Total | | | | | | | | | |
| | EXPENSES | | | | | | | | | \$25,200 |
| | SALARY ESCALATION | | | | | | | | | |
| PROJECT WORK ELEMENTS TOTALS | | 52 | 60 | 74 | 60 | 8 | 4 | | 258 | \$38,766 |

Project Cost Estimate
154th Avenue NE Pavement Management Program
Pavement Investigation
Redmond, Washington



HWA Ref: 2025-056
Date: 28-Mar-25
Prepared By: BKH

Scope of Work

Coordinate fieldwork with client. Fieldwork to consist of FWD testing and pavement coring, as described below.
Perform FWD testing along all (four) travel lanes of 154th Avenue NE, from Redmond Way to NE 85th Street.
FWD test spacing will be approximately 100 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
Perform visual assessment of pavement condition, mark locations of 20 pavement cores, and arrange for utility locates.
Coordinate temporary traffic control plans (TCP) with subcontractor and prepare Right of Way (ROW) use application for pavement coring and submit to City of Redmond for approval.
Perform pavement coring at 20 locations using a 6-inch diameter core barrel.
Shallow hand borings, to depths of about 2 feet, will be completed at each core location to assess base course thicknesses and subgrade conditions.
Pavement cores will be backfilled with compacted gravel and patched with Aquaphalt 6.0 water activated cold patch matching existing pavement thickness.
Prepare photographic logs of pavement cores/hand borings.
Analyze FWD data and backcalculate subgrade resilient modulus at each test location.
Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and resilient modulus of subgrade).
Perform engineering analyses related to pavement rehabilitation/reconstruction.
Revisit alignment with results of pavement cores and FWD testing and delineate areas that require full-depth repairs versus rehabilitation (grind and overlay).
Prepare a letter report presenting the results of FWD testing, pavement coring, and our pavement rehabilitation/reconstruction recommendations.
Finalize report based on review comments.

ESTIMATED HWA LABOR:

| WORK TASK DESCRIPTION | PERSONNEL & 2025 HOURLY RATES | | | | | | | TOTAL HOURS | TOTAL AMOUNT |
|---|-------------------------------|----------------------|----------------------|---------------------|----------------|----------------------|------------------|----------------|-----------------|
| | Engr. VIII \$96.00 | Engr. III \$50.00 | Geol. III \$41.00 | Geol. II \$34.00 | CAD \$36.00 | Contracts \$53.00 | Admin \$38.00 | | |
| Project Setup/Coordination | 2 | | | | | | | 2 | \$192 |
| Perform FWD Testing, Mark Pavement Cores & Arrange Locates | 10 | 12 | | | | | | 22 | \$1,560 |
| Subcontract Development of TCPs & Submit Permit Application to City | | | 8 | | | | | 8 | \$328 |
| Perform Pavement Coring (20 Cores) | | | 50 | 50 | | | | 100 | \$3,750 |
| Prepare Photographic Pavement Core Logs & Assign Lab Testing | 2 | 4 | | 10 | | | | 16 | \$732 |
| FWD Data Analyses/Prepare Spreadsheet/Prepare Plots | 8 | 16 | | | | | | 24 | \$1,568 |
| Engineering Analyses | 8 | 8 | | | | | | 16 | \$1,168 |
| Revisit Site & Delineate Areas Requiring Full-Depth Repairs | 8 | | 8 | | | | | 16 | \$1,096 |
| Prepare Draft Report | 8 | 16 | 8 | | 8 | | | 40 | \$2,184 |
| Prepare Final Report | 2 | 4 | | | | | | 6 | \$392 |
| Consultation / Project Management / Invoicing / Progress Reports | 4 | | | | | 4 | | 8 | \$596 |
| DIRECT SALARY COST | 52 | 60 | 74 | 60 | 8 | 4 | 0 | 258 | \$13,566 |

LABORATORY TEST SUMMARY:

| Test | Est. No. | Unit | Total |
|-------------------------------------|----------|-------|----------------|
| | Tests | Cost | Cost |
| Grain Size Distribution | 10 | \$140 | \$1,400 |
| Grain Size & Hydro | 0 | \$280 | \$0 |
| Atterberg Limits (plasticity index) | 0 | \$265 | \$0 |
| LABORATORY TOTAL: | | | \$1,400 |

ESTIMATED DIRECT EXPENSES:

| | |
|--|-----------------|
| Mileage @ IRS rate | \$125 |
| Per Diem @ \$250/day/person | \$0 |
| GPS for Core Locations (@ \$75/day) | \$75 |
| Traffic Control Plans (@ \$150/sheet) | \$3,000 |
| FWD Rate (@ \$1,000/hr) | \$4,000 |
| Pavement Coring (@ \$80/core) | \$1,600 |
| Traffic Control for FWD Testing & Pavement Cores | \$15,000 |
| Laboratory Testing | \$1,400 |
| TOTAL DIRECT EXPENSES: | \$25,200 |

PROJECT TOTALS AND SUMMARY:

| | |
|------------------------------|-----------------|
| Direct Salary Cost (DSC) | \$13,566 |
| OH @ 187.24% * DSC | \$25,401 |
| Fixed Fee @ 10.5% * (DSC+OH) | \$4,092 |
| Total Labor Cost | \$43,059 |
| Direct Expenses | \$25,200 |
| GRAND TOTAL: | \$68,259 |

Assumed Conditions:

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.
3. Hot Mix Asphalt (HMA) patching will not be required at pavement core locations. If HMA patching is required, a supplemental budget will be necessary.



HWA GEOSCIENCES INC.
2025 ANTE HOURLY RATES BY CATEGORY

| TITLE | NTE HOURLY RATE | Overhead 1.8724 | Fixed Fee 10.50% | Billing Rate |
|----------------------------|-----------------------|--------------------|---------------------|-----------------|
| Administrative Support | \$38.00 | \$71.15 | \$11.46 | \$120.61 |
| CAD | \$50.00 | \$93.62 | \$15.08 | \$158.70 |
| Contracts Administrator | \$55.00 | \$102.98 | \$16.59 | \$174.57 |
| Geologist I | \$35.00 | \$65.53 | \$10.56 | \$111.09 |
| Geologist II | \$38.00 | \$71.15 | \$11.46 | \$120.61 |
| Geologist III | \$45.00 | \$84.26 | \$13.57 | \$142.83 |
| Geologist IV | \$53.00 | \$99.24 | \$15.98 | \$168.22 |
| Geologist V | \$55.00 | \$102.98 | \$16.59 | \$174.57 |
| Geologist VI | \$63.00 | \$117.96 | \$19.00 | \$199.96 |
| Geologist VII | \$80.00 | \$149.79 | \$24.13 | \$253.92 |
| Geologist VIII | \$90.00 | \$168.52 | \$27.14 | \$285.66 |
| Geotechnical Engineer I | \$41.00 | \$76.77 | \$12.37 | \$130.13 |
| Geotechnical Engineer II | \$47.00 | \$88.00 | \$14.18 | \$149.18 |
| Geotechnical Engineer III | \$52.00 | \$97.36 | \$15.68 | \$165.05 |
| Geotechnical Engineer IV | \$60.00 | \$112.34 | \$18.10 | \$190.44 |
| Geotechnical Engineer V | \$68.00 | \$127.32 | \$20.51 | \$215.83 |
| Geotechnical Engineer VI | \$72.00 | \$134.81 | \$21.72 | \$228.53 |
| Geotechnical Engineer VII | \$90.00 | \$168.52 | \$27.14 | \$285.66 |
| Geotechnical Engineer VIII | \$98.00 | \$183.50 | \$29.56 | \$311.05 |
| Hydrogeologist IV | \$60.00 | \$112.34 | \$18.10 | \$190.44 |
| Hydrogeologist V | \$65.00 | \$121.71 | \$19.60 | \$206.31 |
| Lab/Field Technician I | \$27.00 | \$50.55 | \$8.14 | \$85.70 |
| Lab/Field Technician II | \$29.00 | \$54.30 | \$8.75 | \$92.05 |
| Lab/Field Technician III | \$40.00 | \$74.90 | \$12.06 | \$126.96 |
| Lab/Field Technician IV | \$49.00 | \$91.75 | \$14.78 | \$155.53 |
| Lab/Field Technician V | \$52.00 | \$97.36 | \$15.68 | \$165.05 |
| Principal IX | \$110.00 | \$205.96 | \$33.18 | \$349.14 |

July 16, 2024

HWA GeoSciences, Inc.
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tracy Brodahl:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 187.24% (rate includes 1.03% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Jul 17, 2024 06:47 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2023

| Description | GL Account Balance | Unallowable Costs | FAR Ref | Total Proposed | % of Direct Labor |
|---|-------------------------------|------------------------------|-----------------|---------------------------|------------------------------|
| Direct Labor | <u>\$ 2,542,477</u> | <u>\$ -</u> | | <u>\$ 2,542,477</u> | |
| Fringe Benefits: | | | | | |
| Bonuses | \$ 676,312 | \$ - | | \$ 676,312 | |
| PTO | 415,033 | - | | 415,033 | |
| 401 k | 122,129 | - | | 122,129 | |
| Employee group insurance | 311,561 | (5,190) | (1) | 306,371 | |
| Workers' comp | 11,381 | - | | 11,381 | |
| Payroll taxes | 346,233 | (2,698) | (2) | 343,535 | |
| Other employee benefits | 24,154 | (17,972) | (3)(4) | 6,182 | |
| Total Fringe Benefits | <u>\$ 1,906,803</u> | <u>\$ (25,860)</u> | | <u>\$ 1,880,943</u> | <u>73.98%</u> |
| General Overhead: | | | | | |
| Indirect labor | \$ 1,124,560 | \$ (49,222) | (5)(6) | \$ 1,075,338 | |
| Bid and proposals | 91,966 | (136) | (4)(7) | 91,830 | |
| Automobile expense | 22,346 | - | | 22,346 | |
| Advertising and marketing | 47,602 | (47,602) | (6) | - | |
| Bank service charges | 3,576 | - | | 3,576 | |
| Contributions | 2,161 | (2,161) | (8)(9) | - | |
| Computer and software expenses | 231,875 | - | | 231,875 | |
| Depreciation and amortization | 143,987 | - | | 143,987 | |
| Dues and subscriptions | 5,478 | - | | 5,478 | |
| Insurance | 262,396 | - | | 262,396 | |
| Interest | 30,239 | (30,239) | (10)(11) | - | |
| Maintenance and repairs | 5,774 | - | | 5,774 | |
| Meals and entertainment | 9,288 | (1,200) | (3) | 8,088 | |
| Office supplies and postage | 40,685 | (1,520) | (12)(13) | 39,165 | |
| Printing | 25,839 | - | | 25,839 | |
| Professional fees | 122,081 | (288) | (14) | 121,793 | |
| Seminars and professional education | 61,854 | (222) | (15) | 61,632 | |
| Supplies | 71,843 | - | | 71,843 | |
| Rent and utilities | 502,396 | - | | 502,396 | |
| Taxes and licenses | 423,238 | (238,098) | (2)(10)(11)(16) | 185,140 | |
| Telecommunications | 63,027 | - | | 63,027 | |
| Travel | 5,326 | - | | 5,326 | |
| Recovery | (37,025) | (36,443) | (17) | (73,468) | |
| Total General Overhead | <u>\$ 3,260,512</u> | <u>\$ (407,131)</u> | | <u>\$ 2,853,381</u> | <u>112.23%</u> |
| Total Fringe Benefits and General Overhead | <u>\$ 5,167,315</u> | <u>\$ (432,991)</u> | | <u>\$ 4,734,324</u> | <u>186.21%</u> |
| Facilities Capital Cost of Money (FCCM) | | | | <u>\$ 26,264</u> | <u>1.03%</u> |

See notes to the indirect cost statement.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES
FOR THE YEAR ENDED DECEMBER 31, 2023

- (1) 31.205-19 (e) (2) (v) Insurance and indemnification - Costs of insurance on the lives of officers, partners, proprietors, or employees that does not represent additional compensation and the company is the beneficiary of the policy is unallowable.
- (2) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 Entertainment costs – Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (5) 31.205-6 Compensation for personal services (b) (2) - Compensation is reasonable if the aggregate of each measurable and allowable element sums to a reasonable total. Any amount in excess of reasonableness is unallowable.
- (6) 31.205-1 (f) (1) Public relations and advertising costs - All public relations and advertising costs whose primary purpose is to promote the sale of products or services by stimulating interest in a product or product line, or by disseminating messages calling favorable attention to the contractor for purposes of enhancing the company image to sell the company's products or services are unallowable.
- (7) 31.205-46 (a) (2) Travel costs - Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel.
- (8) 31.205-8 Contributions or donations - Contributions or donations, including cash, property and services, regardless of recipient, are unallowable.
- (9) 31.205-22 (a) (1) Lobbying and political activity costs - Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (10) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (11) 31.205-15 (a) Fines, penalties, and mischarging costs - Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, local, or foreign laws and regulations, are unallowable.
- (12) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (13) 31.201-2 (c) Determining allowability - Costs for other accounting periods are unallowable.
- (14) 31.202 (a) Direct costs - Direct costs of the contract shall be charged directly to the contract.
- (15) 31.201-2 (d) Determining allowability - Costs not supported with documentation are unallowable.
- (16) 31.205-41 (b) (7) Taxes - Income tax accruals designed to account for the tax effects of differences between taxable income and pretax income as reflected by the books of account and financial statements are unallowable.
- (17) 31.201-5 Credits - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund.

Exhibit E
City of Redmond
154th Ave Pavement Management Project

Concord Engineering

| | Classification | Est. Hours | x | Rate | = | Dollars |
|---|-----------------------|------------|---|-----------|---|---------|
| 1 | Senior Engineer 7 | 8 | | \$ 102.00 | | \$816 |
| 2 | Senior Engineer 6 | 68 | | \$ 98.00 | | \$6,664 |
| 3 | Associate Engineer 5 | 44 | | \$ 66.00 | | \$2,904 |
| 4 | Assistant Engineer 3 | 64 | | \$ 47.00 | | \$3,008 |
| 5 | Project Coordinator 3 | 9 | | \$ 38.00 | | \$342 |
| | | Total Hrs. | | 193 | | |

Total DSC **\$ 13,734**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

Total DSC **\$ 13,734**

| | | | | | |
|--|--|---|-----------|---|------------------|
| Overhead (OH Rate x DCS) | 102.22% | x | \$ 13,734 | = | \$ 14,039 |
| Fixed Fee (FF Rate x (DSC + Overhead)) | 10.5% | x | \$ 27,773 | = | \$ 2,916 |
| Total Overhead & Fixed Fee Cost | | | | | \$ 16,955 |

| Direct Expenses | No. | Unit | Each | Cost |
|---------------------------------|--|---------|--|--------------|
| Mileage | 120 | miles @ | \$0.700 /mile | \$ 84.00 |
| Direct Expenses Subtotal | | | | \$ 84 |

Concord Engineering Total **\$ 30,773**

Exhibit E
City of Redmond
154th Ave Pavement Management Project

Concord Engineering

| Work Element # | Work Element | 1 | 2 | 3 | 4 | 5 | CE Total hrs | CE Total \$ | % of Total Hours |
|-------------------------------------|---|-------------------|-------------------|----------------------|----------------------|-----------------------|--------------|-------------|------------------|
| | | Senior Engineer 7 | Senior Engineer 6 | Associate Engineer 5 | Assistant Engineer 3 | Project Coordinator 3 | | | |
| | | Total hrs | Total hrs | Total hrs | Total hrs | Total hrs | | | |
| 2.0 | Project Management and Coordination | | | | | | | | |
| 2.1 | Project Management | | | | | | | | |
| 2.2 | Subconsultant Coordination | | | | | | | | |
| 2.3 | Develop Project Schedule | | | | | | | | |
| 2.4 | Monthly Invoices/Progress Reports | | 9 | | | 9 | 18 | \$1,224 | 9.33% |
| 2.5 | Progress Meetings | | 16 | | | | 16 | \$1,568 | 8.29% |
| 2.6 | Quality Control/Quality Assurance Review | 8 | | | | | 8 | \$816 | 4.15% |
| 2.7 | Change Management | | 2 | | | | 2 | \$196 | 1.04% |
| | Work Element 2.0 Total | 8 | 27 | | | 9 | 44 | \$3,804 | 22.80% |
| 3.0 | Survey and Basemap Preparation | | | | | | | | |
| 3.1 | Base Mapping Using City Provided Data | | | | | | | | |
| 3.2 | Data Collection | | 4 | 4 | | | 8 | \$656 | 4.15% |
| | Work Element 3.0 Total | | 4 | 4 | | | 8 | \$656 | 4.15% |
| 4.0 | Environmental Documentation | | | | | | | | |
| 4.1 | Environmental Meetings | | | | | | | | |
| 4.2 | NEPA/SEPA Compliance | | | | | | | | |
| 4.3 | Permitting | | | | | | | | |
| | Work Element 4.0 Total | | | | | | | | |
| 5.0 | Utility Coordination | | | | | | | | |
| | Work Element 5.0 Total | | | | | | | | |
| 6.0 | Agency Coordination | | 3 | | | | 3 | \$294 | 1.55% |
| | Work Element 6.0 Total | | 3 | | | | 3 | \$294 | 1.55% |
| 7.0 | Pavement Report | | | | | | | | |
| | Work Element 7.0 Total | | | | | | | | |
| 8.0 | Design | | | | | | | | |
| 8.0 | Project Site Visits | | 4 | | | | 4 | \$392 | 2.07% |
| 8.2 | Plans, Specifications, and Estimate Preparation (30%, 60%, 90%) | | | | | | | | |
| 8.2.1 | 30% Submittal | | | | | | | | |
| 8.2.2 | 60% Submittal | | 12 | 16 | 32 | | 60 | \$3,736 | 31.09% |
| 8.2.3 | 90% Submittal | | 8 | 12 | 20 | | 40 | \$2,516 | 20.73% |
| 8.3 | 100% PS&E Documents | | 6 | 8 | 12 | | 26 | \$1,680 | 13.47% |
| 8.4 | Assistance During Bid Period | | 4 | 4 | | | 8 | \$656 | 4.15% |
| | Work Element 8.0 Total | | 34 | 40 | 64 | | 138 | \$8,980 | 71.50% |
| 9.0 | Community Outreach Support | | | | | | | | |
| | Exhibits/Graphics Preparation | | | | | | | | |
| | Work Element 9.0 Total | | | | | | | | |
| | Optional Service | | | | | | | | |
| | Additional investigations and design services | | | | | | | | |
| | Construction Engineering Support | | | | | | | | |
| | Construction Management and Inspection Support | | | | | | | | |
| | Record Drawings Preparation | | | | | | | | |
| | Work Element 10.0 Total | | | | | | | | |
| | EXPENSES | | | | | | | \$84 | |
| | SALARY ESCALATION | | | | | | | | |
| PROJECT WORK ELEMENTS TOTALS | | 8 | 68 | 44 | 64 | 9 | 193 | \$13,818 | 100.00% |



Scope of Work for Engineering Services City of Redmond (COR) 154th Ave Pavement Management

3/14/2025

Purpose

The purpose of this scope of work is to provide transportation engineering and design services needed to support 154th Ave Pavement Management project in Redmond, WA. Anticipated services include temporary and permanent traffic signal modification for the intersection of NE 85th St and 154th Ave NE. This scope of work also includes data collection and design support as needed for the temporary and permanent signal design. The duration of the project is anticipated to be eight months starting from notice to proceed (NTP).

Task 2.0: Project Management and Meetings

Concord shall maintain a project file (hard copy and electronic) of project data, correspondence, reports, plans, and documents and shall keep the Project Manager informed of the work performed. This task also includes project setup and invoicing. Coordination may include telephone correspondence, e-mail, fax, and meetings, as necessary. It is anticipated that Concord will attend up to 16 one-hour team coordination meetings. This task also includes quality control and quality assurance review.

Task 3.0: Survey and Basemap Preparation

Concord will schedule a field meeting with City of Redmond traffic signal technicians to document and invent all existing traffic signal systems within the project area. Field inventory will include conduit sizes and locations, wiring sizes and splice points, controller cabinet location and components, and the service points.

Task 6.0: Agency Coordination

Concord will attend Teams meetings with WSDOT Local Programs and coordinate with WSDOT through e-mails. It is anticipated that Concord will attend up to 3 agency coordination meetings.

Task 8.0: Design

Task 8.1: Project Site Visits

Concord shall conduct up to two additional site visits during the project to review/address design issues. City of Redmond traffic signal technicians shall be present during site visits, if requested.

Task 8.2: Plans Specification, and Estimate Preparation

Permanent Traffic Signal Design

Concord will design the permanent traffic detection modifications for the northbound approach at the intersection of NE 85th St and 154th Ave NE. The traffic detection will be designed in accordance with COR Standards. The Consultant will review and coordinate design activities with the civil engineering consultant.

Concord will conduct conduit capacity and handhole capacity calculations on all new and existing conduits being used. Adjustments will be made to the design, if needed, to ensure capacities are not exceeded.

Concord will provide specification and construction cost estimate assistance as needed.

The following design elements are anticipated:

- Install new detection loops or video detection.
- Install new conduit, handhole, and wiring as necessary.

The design of the proposed traffic signals will include the following plan sheets:

General Notes and Legend (1 sheet)

Detection Plan (1 sheets): 1"=20' scale design plan. This plan will identify the existing detection equipment to remain, equipment to be removed, and all proposed equipment, including loops, video cameras, handholes and conduits.

Temporary Traffic Signal Design

Concord will design the temporary traffic detection modifications for the northbound approach at the intersection of NE 85th St and 154th Ave NE. The traffic detection will be designed in accordance with COR Standards. The Consultant will review and coordinate design activities with the civil engineering consultant.

Concord will provide specification and construction cost estimate assistance as needed.

The following design elements are anticipated:

- Install temporary video detection on existing signal poles or mast arms.
- Install temporary wiring.

The design of the proposed traffic detection will include the following plan sheets:

General Notes and Legend, and Schedules (1 sheet): This plan will include wire schedule, and any miscellaneous details needed.

Temporary Detection Plan (1 sheets): 1"=20' scale design plan. This plan will identify the existing detection equipment to remain, equipment to be removed, and all proposed temporary equipment, and any required wiring.

Assumptions:

- All plans will be prepared using AutoCAD version 2018 or newer. An electronic basemap/survey files will be provided by others to Concord for the design. Base map should include curb and sidewalk, street furniture, street trees, stationed centerline, all underground and overhead utilities, ROW, traffic signal, traffic detection, and street lighting elements, and pavement marking and signings.
- Most recent as-builts for traffic projects within project limits shall be provided by others to Concord.
- This scope assumes there is no required public involvement.
- This scope of work does not include any lighting analysis and design.
- The scope of work does not include any traffic analysis.

Deliverables:

- 60% Design Plans (PDF)
- 90% Design Plans (PDF)
- 100% Design Plans (PDF)
- Specification and Cost estimate as needed.
- Responses to City Design Review Comments

Task 8.4: Assistance During Bid Period

Concord shall provide assistance during the bid and award of the construction contract, on an as-needed basis. This assistance will be to answer any questions that arise concerning the PS&E documents. Any necessary plan, specification, or cost estimate changes required by any addenda shall also be provided. All changes shall be compiled to create a conformed set of plans and contract provisions (the As-Bid documents).

August 20, 2024

Concord Engineering, Inc.
2285 116th Ave NE
Bellevue, WA 98004

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Irene Yang:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 102.22%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,



[Schatzie Harvey \(Aug 22, 2024 06:59 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Actuals Not To Exceed Table (ANTE)

| Concord Engineering Inc. 2285 116th Ave NE Bellevue WA 98004 Rates Effective Period: July 1, 2024 - June 30, 2025 | | | | |
|--|--|------------------|------------------|---|
| Job Classifications | Direct Labor Hourly Billing Rate NTE | Overhead NTE* | Fixed Fee NTE | All Inclusive Hourly Billing Rate NTE |
| | | 102.22% | 10.50% | |
| Project Manager 8 | \$ 108.00 | \$ 110.40 | \$ 22.93 | \$ 241.33 |
| Project Manager 7 | \$ 102.00 | \$ 104.26 | \$ 21.66 | \$ 227.92 |
| Project Manager 6 | \$ 98.00 | \$ 100.18 | \$ 20.81 | \$ 218.98 |
| Project Manager 5 | \$ 94.00 | \$ 96.09 | \$ 19.96 | \$ 210.05 |
| Project Manager 4 | \$ 90.00 | \$ 92.00 | \$ 19.11 | \$ 201.11 |
| Project Manager 3 | \$ 83.00 | \$ 84.84 | \$ 17.62 | \$ 185.47 |
| Project Manager 2 | \$ 78.00 | \$ 79.73 | \$ 16.56 | \$ 174.29 |
| Project Manager 1 | \$ 74.00 | \$ 75.64 | \$ 15.71 | \$ 165.36 |
| Senior Engineer 8 | \$ 108.00 | \$ 110.40 | \$ 22.93 | \$ 241.33 |
| Senior Engineer 7 | \$ 102.00 | \$ 104.26 | \$ 21.66 | \$ 227.92 |
| Senior Engineer 6 | \$ 98.00 | \$ 100.18 | \$ 20.81 | \$ 218.98 |
| Senior Engineer 5 | \$ 94.00 | \$ 96.09 | \$ 19.96 | \$ 210.05 |
| Senior Engineer 4 | \$ 90.00 | \$ 92.00 | \$ 19.11 | \$ 201.11 |
| Senior Engineer 3 | \$ 83.00 | \$ 84.84 | \$ 17.62 | \$ 185.47 |
| Senior Engineer 2 | \$ 78.00 | \$ 79.73 | \$ 16.56 | \$ 174.29 |
| Senior Engineer 1 | \$ 74.00 | \$ 75.64 | \$ 15.71 | \$ 165.36 |
| Engineering Supervisor | \$ 72.00 | \$ 73.60 | \$ 15.29 | \$ 160.89 |
| Associate Engineer 6 | \$ 68.00 | \$ 69.51 | \$ 14.44 | \$ 151.95 |
| Associate Engineer 5 | \$ 66.00 | \$ 67.47 | \$ 14.01 | \$ 147.48 |
| Associate Engineer 4 | \$ 64.00 | \$ 65.42 | \$ 13.59 | \$ 143.01 |
| Associate Engineer 3 | \$ 62.00 | \$ 63.38 | \$ 13.16 | \$ 138.54 |
| Associate Engineer 2 | \$ 58.00 | \$ 59.29 | \$ 12.32 | \$ 129.60 |
| Associate Engineer 1 | \$ 53.00 | \$ 54.18 | \$ 11.25 | \$ 118.43 |
| Assistant Engineer 5 | \$ 51.00 | \$ 52.13 | \$ 10.83 | \$ 113.96 |
| Assistant Engineer 4 | \$ 49.00 | \$ 50.09 | \$ 10.40 | \$ 109.49 |
| Assistant Engineer 3 | \$ 47.00 | \$ 48.04 | \$ 9.98 | \$ 105.02 |
| Assistant Engineer 2 | \$ 45.00 | \$ 46.00 | \$ 9.55 | \$ 100.55 |
| Assistant Engineer 1 | \$ 42.00 | \$ 42.93 | \$ 8.92 | \$ 93.85 |
| CAD Manager | \$ 66.00 | \$ 67.47 | \$ 14.01 | \$ 147.48 |
| Administrative Process Manager | \$ 56.00 | \$ 57.24 | \$ 11.89 | \$ 125.13 |
| Project Accountant 3 | \$ 38.00 | \$ 38.84 | \$ 8.07 | \$ 84.91 |
| Project Coordinator 3 | \$ 38.00 | \$ 38.84 | \$ 8.07 | \$ 84.91 |
| Project Coordinator 1 | \$ 34.00 | \$ 34.75 | \$ 7.22 | \$ 75.97 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility
Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-074
Type: Consent Item

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

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

DEPARTMENT STAFF:

| | | |
|--------------|---------------|------------------------------|
| Public Works | Eric Dawson | Capital Division Supervisor |
| Public Works | Steve Gibbs | Capital Division Manager |
| Public Works | Vangie Garcia | Deputy Public Works Director |

TITLE:

Award Job Order Contract to FORMA Construction Company of Seattle, WA

OVERVIEW STATEMENT:

Job Order Contracting (JOC) is an alternative delivery method for smaller Public Works projects. Unlike the other alternative public works contracting methods, agencies seeking to use JOC do not need to obtain the approval of the state Project Review Committee.

FORMA was selected through a competitive process that evaluated qualifications and proposed coefficients from interested contractors.

The proposed JOC terms are for a two-year, \$2 million contract, with the option for a one-year, \$1 million extension, for a not to exceed total amount of \$3 million. The contract terms also provide a guaranteed minimum of \$25,000 in work. Individual task orders will not exceed \$500,000. For task orders over \$300,000, staff would seek Council approval prior to executing the task order. The \$300,000 limit will be coordinated with ongoing discussions with Council about potentially increasing the Mayor's approval limit for Public Works contracts.

☒ **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:**
Public Works is requesting this item go forward for Council approval at the May 20, 2025, Council business meeting.

OUTCOMES:

The use of the Job Order Contracting (JOC) project delivery method will improve efficiency by reducing total lead time and administrative overhead for construction of smaller Public Works projects.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Public Works has coordinated with the Facilities Division, who is expected to be the primary partner for use of the JOC.
- **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 |
|-----------|---|---------------------|
| 4/22/2025 | Committee of the Whole - Parks and Environmental Sustainability | Receive Information |
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this JOC is not approved, staff will continue to use more traditional approved contracting but would lose the potential administrative and schedule benefits of the JOC.

ATTACHMENTS:

Attachment A: Additional Project Information

Attachment B: JOC Issues Matrix

Attachment A – Additional Project Information

Job Order Contract (JOC)

Proposal Results

The project was advertised in the *Daily Journal of Commerce* on March 12, 2025, and March 19, 2025. Proposals were received and opened on March 27, 2025. The City received 4 proposals, which are summarized below.

| Proposer | Proposer Location | Proposal Score |
|-----------------------------|-------------------|----------------|
| Lumank Inc. | Redmond, WA | 106 |
| Woodridge Construction, LLC | Monroe, WA | 177 |
| CDK Construction, LLC | Duvall, WA | 429* |
| FORMA Construction Company | Seattle, WA | 487* |

*selected to advance to Interview/Coefficient Bid phase

Interview Results

| Proposer | Proposer Location | Interview Score |
|----------------------------|-------------------|-----------------|
| CDK Construction, LLC | Duvall, WA | 130 |
| FORMA Construction Company | Seattle, WA | 150 |

Coefficient Results

| Proposer | Proposer Location | Proposed Coefficient |
|----------------------------|-------------------|----------------------|
| CDK Construction, LLC | Duvall, WA | 1.458 |
| FORMA Construction Company | Seattle, WA | 1.042 |

Final Scores

Scores were calculated with the following formula:

Final score=(Proposal Score+Interview Score)/Coefficient

| Proposer | Proposer Location | Interview Score |
|----------------------------|-------------------|-----------------|
| CDK Construction, LLC | Duvall, WA | 294 |
| FORMA Construction Company | Seattle, WA | 467 |

| City Council Issue Matrix Job Order Contracting (JOC) | | | |
|--|---|--|---|
| Date | Issue | Notes/Recommendations | Next Steps |
| 5/6/25 | What types of projects would the JOC include? | <p>Initially, we expect Facilities to be the primary user. Some potential projects that we've identified:</p> <ul style="list-style-type: none"> • Smaller HVAC, plumbing, and electrical repairs in aging buildings • Conversion of spaces (e.g. the SWAT room at the Public Safety Building to a workout space) • ADA improvements, including buildings and sidewalks/curb ramps • Restroom ADA improvements at parks | Maintain task order list, including task evaluations to determine which types work well for the JOC and which are best left for other delivery methods. |
| 5/6/25 | What are the disadvantages of JOC? | <p>Some disadvantages that have been cited:</p> <ul style="list-style-type: none"> • Task order prices do not benefit from a bidding process. • The scope of tasks is intentionally not as well defined as in a low-bid process, which can cause scope creep • The JOC prime contractor can have a more limited supervisory role with their subcontractors. | <p>Maintaining a task order list with task evaluations will help staff determine the magnitude of risks/disadvantages and help staff weigh these against the administrative and schedule advantages.</p> <p>JOC task order writers will be trained to produce a more detailed scope of work to limit potential scope creep.</p> |
| 5/6/25 | How were the Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) goals determined? Can these goals be increased? Can the goals be converted to requirements? | <p>The 10% MBE and 5% WBE were determined in consultation with the City's DEI Program Advisor. She noted these would recognize the City's aspirational goals, but also be realistic in the current market.</p> <p>Since the contract was advertised with the 10% and 5% goals, and the goals are factors in the contractor's coefficient bid, if we were to change the goals, the project would have to be advertised again, and the selection process would start over.</p> <p>Washington Initiative 200 does not allow us to make these contract requirements, so our standard practice is to list them as goals. However, we're clear with our consultants and contractors that we use past performance on M/WBE goals in evaluating them for future work. We find that our goals are regularly met and often exceeded.</p> | Continue to emphasize to the JOC contractor that our goals are important. We will participate with them in pre-bidding M/WBE outreach events and ensure all bidding opportunities are listed on the State's OMWBE website. |



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-075
Type: Consent Item

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

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

DEPARTMENT STAFF:

| | | |
|--------------|---------------|------------------------------|
| Public Works | Eric Dawson | Capital Supervisor |
| Public Works | Lisa Rigg | Senior Engineer |
| Public Works | Steve Gibbs | Division Manager |
| Public Works | Vangie Garcia | Deputy Public Works Director |

TITLE:

Approval of the Final Contract with Dalton Electric Corp. and Acceptance of Construction, in the Amount of \$1,197,328, for the Pump VFD Replacement Project

OVERVIEW STATEMENT:

Public Works is requesting Council to approve the final contract and accept construction for the Pump Variable-Frequency Drive (VFD) Replacement project (No. 2016). This contract with Dalton Electric Corp. had a base bid amount of \$1,240,763.68, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$1,197,328.

Variable Frequency Drives control the frequency of the electrical power to water and wastewater pump stations. This project replaced the VFDs at Pump Stations 3 and 5, Novelty Hill Pump Station, Novelty Hill Operations Center, and Wastewater Lift Station 51. Many of the VFDs were at the end of their useful life and were in need of replacement.

The proposed acceptance date for the project has been delayed two years from substantial completion due to power module failures in the VFDs that occurred after substantial completion. Once the failed part was identified, the City and Contractor agreed to delay acceptance so the VFDs could run and allow the City to be assured the replaced parts performed satisfactorily.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Capital Investment Program

Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the City to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the May 20, 2025, Council business meeting.

OUTCOMES:

The project met the objective of replacing VFDs at five water and wastewater pump stations, and they have performed flawlessly for over two years. The pump stations have increased service life and optimized system efficiency.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
The work took place inside the pump stations and did not affect neighbors or utility customers. Neighbors in the immediate vicinity of the pump stations received a courtesy notice about the work.
- **Feedback Summary:**
No feedback was received.

BUDGET IMPACT:

Total Cost:
\$1,936,355

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

City Water Fund, Novelty Hill Water Fund, Novelty Hill Wastewater Fund

Budget/Funding Constraints:

N/A

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|-------------------|
| 1/5/2021 | Business Meeting | Approve |
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens

ANTICIPATED RESULT IF NOT APPROVED:

The warranty period begins upon Council acceptance. Not accepting construction will result in delay of warranty start, increasing the project close-out cost.

ATTACHMENTS:

Attachment A: Pump VFD Replacement Project Information Sheet

Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: Variable Frequency Drives (VFD) Replacements

Project Status: Existing

Functional Area(s): Water, Wastewater

Relevant Plan(s): Water System Plan, Utilities Strategic Plan

Neighborhood: Citywide - Multiple

Time Frame: 2020-2025

Budget Priority: Healthy and Sustainable

Citywide Rank: N/A

Functional Area Priority: Medium

Location: Multiple locations within city limits and in the Novelty Hill area

Description:

Replacement of the Variable Frequency Drives (VFDs) at five water and wastewater pump stations.

Anticipated Outcomes: **Primary:** Reinvestment **Secondary:** Upgrade/Enhancement

Increased control and efficiency of the pumps and their motors. Reduced maintenance costs.

Request: **Primary Reason(s):** Schedule Change

| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|--------------------------------|--------------------|-----------------|-----------------|------|---------------|------|------|--------|--------------------|
| Original Budget | \$2,901,728 | | | | | | | | \$2,901,728 |
| Approved Changes | | | | | | | | | |
| Current Approved Budget | \$2,901,728 | | | | | | | | \$2,901,728 |
| Proposed New Budget | \$1,905,840 | \$30,514 | | | | | | | \$1,936,355 |
| Proposed changes due to | Scope Change | X | Schedule Change | | Budget Change | | | | |

| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|----------------------------|--------------------|-----------------|------|------|------|------|------|--------|--------------------|
| Preliminary Design (0-30%) | | | | | | | | | |
| Right of Way | \$204 | | | | | | | | \$204 |
| Design (31-100%) | \$382,463 | | | | | | | | \$382,463 |
| Construction | \$1,523,174 | \$30,514 | | | | | | | \$1,553,688 |
| Contingency | | | | | | | | | |
| Total | \$1,905,840 | \$30,514 | | | | | | | \$1,936,355 |

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

Explanation:

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------|--------------------|-----------------|--------|--------------------|
| Water CIP | \$1,286,931 | \$20,438 | | \$1,307,368 |
| Wastewater CIP | \$618,910 | \$10,076 | | \$628,986 |
| Total | \$1,905,840 | \$30,514 | | \$1,936,355 |



Attachment B – Additional Project Information

Pump VFD Replacement Project

Project Discussion

This project replaced the Variable Frequency Drives (VFDs) at five water and wastewater pump stations. VFDs are devices that control the speed and torque of the pumps' electric motors. They provide increased control and efficiency of the pumps and their motors.

In 2022, the project was substantially complete, including testing and commissioning of the VFDs. As the contractor was working on final punch list items, the VFDs began to exhibit faults and were not working properly. Fortunately, the pump stations included redundancy and were able to continue to provide required services, but fixing the faults and determining their cause was essential to restoring that redundancy.

The contractor engaged the manufacturer and local vendor to help investigate, while the City retained the design electrical engineer to help. Troubleshooting took until late 2022 when it was determined that the malfunctioning VFDs contained faulty power units. The faults stopped happening as these power units were replaced in each VFD.

Entering 2023, the VFDs appeared to be working. Still, given the effort it took to determine the problems with the brand-new VFDs, the City was unwilling to accept these units as finished construction without further testing and operation. The contractor re-tested the units and agreed to hold off on final acceptance until the City was comfortable that all problems had been resolved. As of the writing of this memo, the VFDs have performed flawlessly for over 2 years, and Public Works staff is confident that the problems have been addressed and the contractor has delivered as required in the construction contract.

Fiscal Information

Current Project Budget

\$2,901,728

Project Costs

| | |
|---------------------------|--------------------|
| Design | \$382,463 |
| Right of Way | \$204 |
| Construction | \$1,553,688 |
| Total Project Cost | \$1,936,355 |

Budget Difference **\$965,373**

Project Photos



Novelty Hill Operations Center VFDs (the two tall units on the right)



Trilogy Pump Station VFDs



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-076
Type: Consent Item

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

| | | |
|------------------------------------|-----------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
| Parks | Loreen Hamilton | 425-556-2336 |

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|------------------------------|
| Planning and Community Development | Seraphie Allen | Deputy Director |
| Parks | David Tuchek | Deputy Director |
| Planning and Community Development | Philly Marsh | Economic Development Manager |
| Finance | David Amble | Real Property Manager |

TITLE:

Approval of a Memorandum of Understanding with Bellwether Housing For Acquisition of Commercial Property

OVERVIEW STATEMENT:

The City of Redmond is seeking to enter into a memorandum of understanding (MOU) with Bellwether Housing for the acquisition of a commercial property on the ground floor of the Prisma affordable housing project. This project is located adjacent to the Overlake light rail station and will contain two additional commercial spaces and 328 affordable housing units. Funds for the purchase have been identified within the City's Capital Improvement Program and City staff have applied for federal and state grants to support the acquisition and tenant improvements.

Parcel 644895-0020 is a 2.4 acre property situated south and adjacent to the Sound Transit's 2 Line Overlake Village Station. It is currently owned by Sound Transit, but in the process of being sold to Bellwether Housing. The development of the site includes commercially lease or owned space on the ground floor. Bellwether Housing and the City of Redmond Planning & Community Development and Parks Departments have engaged in discussions about the sale of a 1,600 sf unit in the building to the City, for the purposes of establishing a Small Business Support Center and City-Hall annex, where business and residents can receive services in the Overlake Neighborhood.

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

ATTACHMENT A includes the draft MOU and an exhibit showing the location of the unit that is proposed for purchase. In addition to the final purchase price that will be negotiated, the City will be a member of the building's condominium association.

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan

Economic Development Strategic Plan:

- Action 1B.3. Serve as a liaison to advocate for local business needs to the City of Redmond internal departments and regional partners.
- Action 2A.1. Expand small business engagement to further develop and communicate policies and programs aimed at assisting small- and mid-sized businesses in Redmond.
- Action 2A.1. Expand small business engagement to further develop and communicate policies and programs aimed at assisting small- and mid-sized businesses in Redmond.
- Develop a multilingual small business toolkit, including handbooks on starting a business and associated tax, legal, and permit requirements in Redmond and King County.
- Work with partners to create a one-stop resource for entrepreneurs to learn about business assistance resources and programs including advising on access to financial support.

- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

Approval of this MOU allows the City and Bellwether Housing to begin negotiations on a Purchase and Sale Agreement, which will come before the council for approval in Q3 2025.

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:

\$618,000.00

Purchase Price - \$475,350

Tenant improvements (est.) - \$142,650

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

Budget Offer Number:
0000345 General Government/Facilities CIP

Budget Priority:
Vibrant and Connected

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

If yes, explain:

The City is estimating responsibility for annual maintenance fees, currently scheduled at \$6,551.00 per year starting in 2028.

If and when major maintenance actions are required to protect the integrity of the building, the Condominium Association will be expected to issue special assessments (fees) to the condominium owners.

Funding source(s):
CIP and Grants

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------------|--|-------------------|
| 05/06/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

Bellwether Housing is working towards a June application to the Washington State Housing Finance Commission - WSHFC require Bellwether to show commitments of financial sources. The lack of an MOU impacts Bellwether's critical path to receive the tax credit finance allocation to close on the project. It would also impact the City's ability to purchase the space.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City of Redmond would be unable to move forward in purchasing the commercial space within the Prisma project and Bellwether Housing would take on additional costs threatening the viability of the overall project.

ATTACHMENTS:

Attachment A - MOU with Bellwether Housing for Commercial Property



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this _____, day of _____ 2025, by and between CITY OF REDMOND, a Washington municipal corporation ("COR"), and BELLWETHER HOUSING, a Washington nonprofit corporation ("BH" or "Developer"). COR and BH shall be referred to individually herein as a "Party," and collectively as the "Parties."

RECITALS:

A. BH caused the formation of BW Overlake LLLP, a Washington limited liability limited partnership (the "4% LLLP") of which BH is the sole member of the general partner, to acquire the Property and develop the Project (as defined below).

A.1 The 4% LLLP intends to develop the Property into a mixed-use building (the "Building") condominium project (the "Project") to consist of:

A.1.1 Approximately three hundred and twenty-eight (328) dwelling units of affordable housing (the "Housing Project" or "Condo Unit 1") to be owned by the 4% LLLP.

A.1.2 Approximately one thousand eight hundred fifteen (1,815) square feet of space at the northeast corner of Level 1 for a pedestrian oriented commercial space (the "Condo Unit 3") to be owned by an affiliate of BH.

A.1.3 Approximately ten thousand three hundred and ninety-five (10,395) square feet of at the southeast corner of Level 1 to be owned by Global Social Business Partners doing business as Friends of the Village Collective ("FVC") for operation of a multi-use commercial space (the "Hub" or "Condo Unit 4"). The Parties intend that FVC and the 4% LLLP, in accordance with the terms and conditions contained herein, will enter into a Purchase and Sale Agreement for Condo Unit 4 in shell condition, which is intended to be owned by FVC.

A1.4 Approximately two thousand seven hundred and eighty-nine (2,789) square feet of space at the southwest corner of Level 1 in shell condition (the "COR Shell") for operation of city services as the Overlake Village Annex ("Condo Unit 5") to be owned by the City of Redmond ("COR").

A.1.5 The Hub, as currently planned, will consist of office, event space, and a commercial kitchen. As required by COR zoning, the function of Hub space fronting 152nd Avenue NE shall provide pedestrian oriented uses and be available to the public.

A.1.7 Parking: A parking garage containing approximately one hundred and twenty-one parking spaces. Of those spaces, one hundred and three (103) spaces will be dedicated as parking for the Housing Project and allocated as limited common elements to Condo Unit 1. The remaining eighteen (18) parking spaces are allocated as follows: two (2) stalls shall be allocated as limited common elements allocated to Condo Unit 5 and sixteen (16) parking stalls shall be located

within a condominium unit (“Condo Unit 2”) to be owned by BH or its affiliate. The (16) stalls located within Condo Unit 2 owned by BH will be available to tenants and customers at market hourly rate. Monthly rates will be available for tenants desiring dedicated stalls.

A.1.8 Commercial Waste: Condo Unit 3, Condo Unit 4, and Condo Unit 5 will have separate and designated collection areas within the Building. Each Condo Unit owner or its tenant will be responsible for contracting for their individual service with the relevant hauler, and staging waste within the designated areas in the Building garage on the contracted pick up day.

A.1.9 Site Improvements: Drainage, walkways, landscaping and other site improvements as required by all applicable governmental requirements.

A.1.10 Upon or before the completion of the construction of the Project, the 4% LLLP will subject the Property to a condominium regime (the “Condominium”) created pursuant to a condominium declaration (the “Condominium Declaration”), which will establish five or more separate legal parcels or condominium units: Condo Unit 1 (Housing Project), Condo Unit 2 (BH parking), Condo Unit 3 (BH retail), Condo Unit 4 (the Hub) and Condo Unit 5 (the COR annex). Condo Unit 1 shall be entitled to appoint three members to the board of directors of the association of members of the Condominium (the “Association”). Units 2 through 5 shall each be entitled to appoint one member to the board of directors of the Association.

A.1.11 The Parties desire to enter into this MOU to express and memorialize the intent of both Parties to work to proceed with the predevelopment, development and future use and operation of the Housing Project and Condo Unit 5.

AGREEMENTS:

- B. Roles and Responsibilities:** The Parties agree to collaborate on design, budget and neighborhood notification for Condo Unit 5. BH will serve as the developer/project manager of the Housing Project. COR will identify a project manager to act as its development representative. BH will work with the COR project manager to coordinate the COR Shell requirements.
- C. Design and Construction:** BH shall manage the design process and construct and complete the Project, including the COR Shell, which shall be constructed at the same time as the Housing Project. The Developer shall provide to COR copies of all development timelines, tenant improvement shell plans and specifications and reports relating to the construction work for the Project during: i) the design development phase, ii) permit drawings as submitted to the COR for a construction/building permit, and iii) bid documents, as applicable. Developer shall provide updates on project design and budget upon request from COR.
- D. Documents:** COR will be provided electronic copies of design documents for its review. COR shall review and provide comments to or approve the same within fourteen (14) days from its receipt thereof. During construction, COR or its representatives will be invited to periodic design review OAC meetings convened by the Developer. The costs as result of any substantial changes requested by COR to the

COR Shell or the Condo Unit 5 improvements after the bid documents, on approximately June 20, 2025, shall be borne by COR.

- E. **Compliance:** All work shall be performed and completed substantially in accordance with all applicable legal requirements, and construction plans and schedule (which shall be substantially in compliance with the Development Timeline on Exhibit A).
- F. **Development Timing:** The 4% LLLP has received a funding award from King County, ARCH, and the Washington State Housing Trust Fund for the Housing Project. BH plans to apply to the Washington State Housing Finance Commission for Low Income Housing Tax Credits in Summer 2025; BH reasonably believes that it has a strong chance of receiving an allocation of such credits by Q4 2025. Provided that such a tax credit allocation is made, the 4% LLLP plans to commence construction of the Project and expects completion by approximately February 7, 2028. The development timeline is attached as Exhibit A and will be confirmed at Finance Closing in October 2025.
- G. **Financial Feasibility:** The parties acknowledge that the funding plan for the development of the Condo Unit 5 may include public funding that requires collaboration and participation of COR and BH. Any funding application supporting the Condo Unit 5 program is the responsibility of COR, however BH will collaborate and assist where applicable. COR will provide fund application criteria, notify BH of any award, and forward award conditions. At each point in funding BH will confirm that targeted funds will be compatible with the financing and cost estimates and don't trigger requirements that would affect the Project. COR is responsible for timing shortfall of funds and shall secure bridge funding according to the funding schedule.
- H. **Purchase and Sale.** It is anticipated that the 4% LLLP and COR will enter into an agreement for purchase and sale (the "Purchase and Sale") for the COR Shell at or prior to the 4% LLLP's closing of construction financing for the Housing Project. The purchase price under the Purchase and Sale shall be the allocated development cost including hard, soft and financing costs of constructing the COR Shell. Final development costs will be confirmed after formal Bid submittal and Finance Closing October 2025. The estimated total development cost (without TI build out, furniture, fixtures, and equipment (FFE) for the Condo Unit 5 in shell condition is \$475,350 (the "Unit 5 Purchase Price") broken down as follows and defined in Exhibit B;

Hard Costs: \$216,502 (Includes shell, exterior courtyard sitework, contingency cost)
Soft Costs: \$108,848 (Includes \$15,000 budget for construction loan interest)
Parking Two (2) stalls: \$150,000

The current expected timing of funds paid in by the COR for the Condo Unit 5 are payable at the following milestones:

| | |
|--|------------------|
| Earnest Money at Construction Finance Closing | \$180,000 |
| (To be placed in Escrow by October 2025. Construction sources cannot include federal funds.) | |
| Remainder of Purchase Price at Cof O | \$295,350 |
| Total | \$475,350 |

The Developer has based the Unit 5 Purchase Price on the estimated cost to construct the COR shell, allocated soft costs to Condo Unit 5 and the parking allocated to Condo Unit 5. Both Parties shall endeavor to work together mutually to meet maintain the

Unit 5 Purchase Price as currently projected. Both Parties acknowledge that should the Unit 5 Purchase Price increase due to factors beyond BH’s control, or if changes are requested by COR prior to occupancy that add costs above the budget identified above, then COR will be responsible for paying for cost above and beyond the budgeted Unit 5 Purchase Price. If there are cost savings below the budget identified above, it is expected that the Unit 5 Purchase Price will be reduced accordingly.

The current expected sources of funds to be pursued for the Condo Unit 5 Purchase Price include:

| | |
|---|--------------------|
| City of Redmond – Bellwether City Annex 2025 Budget Allocation | = \$180,000 |
| <u>City of Redmond – Bellwether City Annex 2027 Budget Allocation</u> | <u>= \$295,350</u> |
| Total | = \$475,350 |

COR shall cooperate with the 4% LLLP’s lenders in the underwriting of construction loan related to the COR Shell and provide all necessary documentation to support this process.

Should COR be unsuccessful in obtaining the funding allocations listed above, the 4% LLLP may terminate the Purchase and Sale and sell Condo Unit 5 to BH or its affiliate, or another buyer, with use of such space to serve as small retail spaces for local businesses.

- I. **Project Accounting:** The Developer will maintain a separate construction account for the payment of all COR Shell invoices.
- J. **Condo Unit 5 Interior Build-out Hard Costs:** The GC has also provided an estimate of the cost of tenant improvements (“TI”) for Condo Unit 5 based on the Preliminary Program from Perkins Eastman dated March 12, 2024, assuming a basic finish package and reduced net finished area of 1,600 SF. **The Condo Unit 5 TI cost is estimated to be \$547,198.** It is comprised of GC markups, contingency and Washington State Sales Tax (“WSST”).

| | | |
|------|-------------------------------------|--------------------|
| i) | Tenant Improvement Budget | = \$451,000 |
| ii) | Contingency @ 10% | = \$45,100 |
| iii) | <u>WSST @ 10.3%</u> | <u>= \$51,098</u> |
| | Total Condo Unit 5 TI Budget | = \$547,198 |

COR shall be responsible for contracting for and funding the TI, including all interior build-out of Condo Unit 5. COR shall not commence construction of the TI until construction of the Housing Project is complete and the Project has received its certificate of occupancy.

- K. **Capital Replacement Reserves Expense:** COR, as owner of the Condo Unit 5, will be responsible for making contributions towards capital replacement reserve expenses (“*Capital Replacement Reserve Expenses*”). Capital Replacement Reserve Expense payments shall be deposited into a designated account beginning the first year of operations and recurring annually thereafter. The Capital Replacement Reserve Expense payment will be calculated in accordance with a third-party capital needs assessment that will establish the initial regular payment amount that will be collected only for future capital repairs and improvements relating to the Condo Unit 5 and a prorated share of overall Project common elements including site landscape costs.

The pro-rata share will be allocated based upon the size of the Condo Unit 5 as a

percent of the total Project square footage. The annual Capital Replacement Reserve Expense deposit amount may be adjusted periodically-typically every 5 years, based on an updated capital needs assessment. COR's obligation to cover the pro-rata share of Capital Replacement Reserve Expenses is not limited to the amount of funds in the Capital Replacement Reserve Expense. COR will be responsible for the full cost of replacement expenses for interior tenant improvements in the Condo Unit 5.

L. Reserved

M. **Parking and loading:** COR will have shared use access of the commercial parking area and loading stall during business hours with other tenants and their customers under the terms of section A.1.7. The Developer agrees to Two (2) designated parking stalls within the garage on level 1 allocated solely to Condo Unit 5.

N. **Compatible and Exclusive Use:** The Developer shall not permit any use similar to COR program at the Project or use of the Condo Unit 5 for any use incompatible with licensing requirements. COR expressly agrees only to operate the improvements within Condo Unit 5 in a manner that is compatible with the adjacent retail and residential use.

O. **Signage:** The Project has received regulatory approval for locations to install signs at the Project. The plans for each Condo Unit includes blade and wall mounted sign locations related to their storefront. The type, size, location, design and dimensions of signs shall be approved by the 4% LLLP, subject to approval of the City of Redmond, with the 4% LLLP's approval not to be unreasonably withheld.

P. **Termination:** Either party shall have the right to terminate this MOU by delivery of written notice to the other party, in the event that the following shall occur which occurrence remains uncorrected within thirty (30) days after the mailing of such notice:

P.1 Funding Cooperation. The other party does not reasonably cooperate in public funding applications, or loan application necessary to secure the Unit 5 Purchase Price.

In the event that COR is unable or elects not to continue services in the Condo Unit 5, COR will cooperate willingly with the Developer to identify a replacement operator capable of satisfying any contractual or regulatory obligations of the funding associated with construction of the Condo Unit 5.

Q. **Fundraising:** COR shall reasonably cooperate with BH in obtaining certain public funding for the Project, including, where it is deemed to be beneficial to the Project by COR and BH, COR being a co-applicant on any public funding applications prepared and submitted by BH. The Developer shall also reasonably cooperate with COR as necessary with COR's fundraising efforts for the Condo Unit 5. COR reserves the right to determine its ability to collaborate on all fundraising grants and activities.

R. **Agreement:** This MOU describes the general roles and responsibilities of each Party during the predevelopment stage and identifies the understandings to be incorporated into a Purchase and Sale or sublease and other documents to be prepared and entered into by the Parties. Promptly after the date hereof, COR and the Developer shall, in good faith, commence negotiation of, and, prior to the start of construction on the Project,

enter into a Purchase and Sale or sublease reasonably acceptable to the Parties that contains, among other things, the terms of this MOU.

- S. **Fees and Expense:** Each Party shall pay its entire expenses, including legal fees, related to the discussions conducted pursuant to this MOU.

[Signatures on Following Page]

Signature Page to MOU

CITY OF REDMOND

By: Angela Birney
Its: Mayor

Dated: _____

BELLWETHER HOUSING


Signed by:

By: Susan Boyd
Its: Chief Executive Officer

Dated: 5/12/2025 | 5:53 PM PDT

EXHIBIT A

Development Schedule

| Task Name | Start | Finish |
|---------------------------------------|--------------|---------------|
| FVC Space Design/Permitting | 10/15/2023 | TBD |
| Building Permit | 1/31/25 | 9/25/25 |
| LIHTC/Bond Funding | 6/2/25 | 9/25/25 |
| Construction | 10/8/25 | 3/7/28 |
| Notice to Proceed | 10/8/25 | 10/8/25 |
| Construction | 10/7/25 | 12/26/27 |
| Temporary Certificate of Occupancy | 9/8/27 | 9/8/27 |
| Substantial Completion | 12/1/27 | 12/1/27 |
| Final Completion | 3/7/28 | 3/7/28 |
| City of Redmond Condo Unit 5 Buildout | 3/7/28 | TBD |

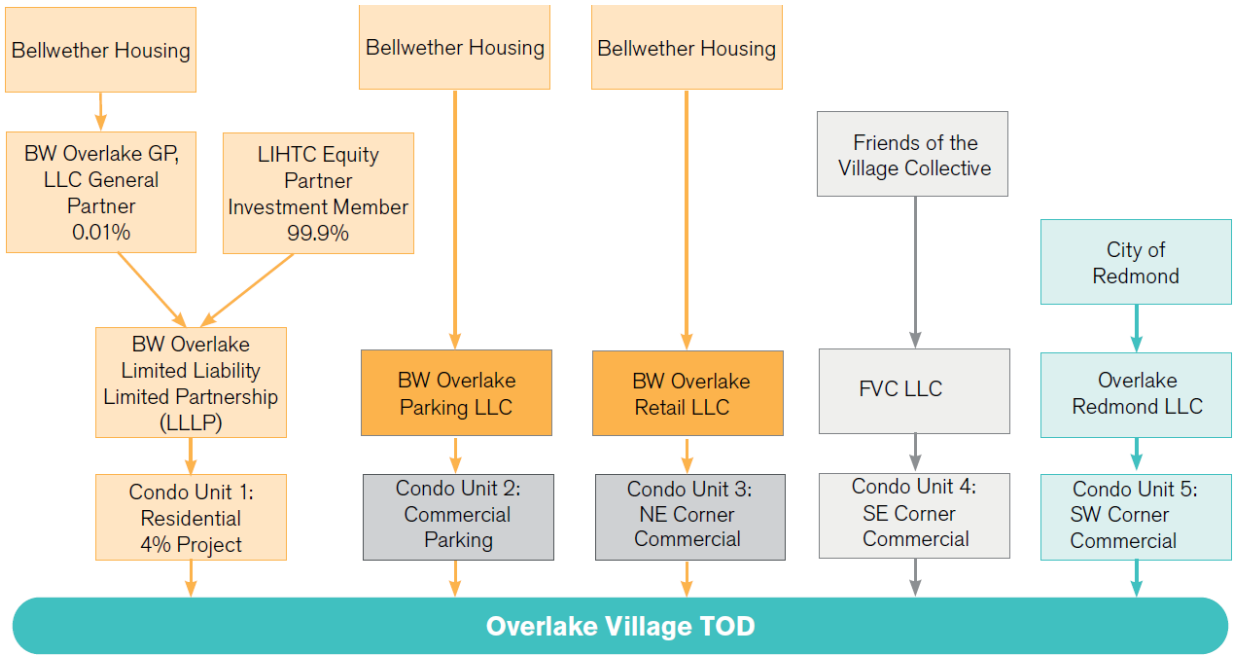
EXHIBIT B

Condo Unit 5 Acquisition Budget

| | |
|------------------------------------|------------------|
| Acquisition Costs | |
| Land | \$1980 |
| Acquisition Closing | \$397 |
| Acquisition – Carrying Costs | \$317 |
| Construction | |
| Demolition | |
| New Building | \$356,145 |
| Construction Contingency | \$11,502 |
| Site Work/Infrastructure | |
| Off Site Work | \$2,127 |
| Environmental Abatement (Land) | |
| Sales Tax | \$21,481 |
| Equipment and Furnishings (FF&E) | |
| Commercial Tenant Improvements | |
| Other | \$8,750 |
| Soft Costs | |
| Architect | \$5,159 |
| Engineering | \$3,564 |
| Environmental Assessment | \$56 |
| Geotech | \$150 |
| Boundary & Topographic Survey | \$94 |
| Legal Real Estate | \$188 |
| Developer Fee | |
| Other Consultants | \$375 |
| Other | \$619 |
| Soft Cost Contingency | \$3,015 |
| Predev/Bridge Financing | |
| Bridge Loan Fees | \$238 |
| Bridge Loan Interest | \$1,992 |
| Construction Financing | |
| Construction Loan Origination Fees | \$1,155 |
| Construction Loan Expenses | \$281 |
| Legal – Construction Loan | \$413 |
| Construction Period Interest | \$15,000 |
| Lease-up Period Interest | |
| Permanent Financing | |
| Permanent Loan Origination Fees | |
| Permanent Loan Expenses | 594 |
| Legal Permanent Loan | 792 |
| Perm Closing Title & Recording | 990 |
| Other Development Costs | |
| Real Estate Tax | |
| Insurance – Liability | \$1,876 |
| Permits, Fees & Hookups | \$35,704 |
| Accounting/Audit | \$396 |
| Total Development Cost | \$475,350 |

EXHIBIT C

Ownership Entity Chart







Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-077
Type: Consent Item

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

| | | |
|--------------|-----------------|--------------|
| Public Works | Aaron Bert | 425-556-2786 |
| Parks | Loreen Hamilton | 425-556-2336 |

DEPARTMENT STAFF:

| | | |
|--------------|-----------------------|------------------------------|
| Public Works | Joe Averill | Project Manager |
| Parks | Darcey Rayner-Shepard | Parks Operations Manager |
| Public Works | Jeff Thompson | Utility Senior Engineer |
| Public Works | Steve Gibbs | Capital Division Manager |
| Public Works | Vangie Garcia | Deputy Public Works Director |

TITLE:

Award Bid to Active Construction Inc. of Tacoma, WA., in the Amount of \$1,425,425, for the Hardscape Project - Reservoir Park Sport Court Replacement and Tank Repairs

OVERVIEW STATEMENT:

Award Construction Contract

This contract with Active Construction Inc. in the amount of \$1,425,425 is for construction of the Hardscape Project - Reservoir Park Sport Court Replacement and Tank Repairs, Project Numbers 2331 and 2316.

This project will replace the sport court surface and construct ADA upgrades. Currently, the sport court is closed due to safety concerns with the failing court surfacing material and the parking, ramps, and sidewalk do not meet current ADA compliance standards.

This project also includes the application of a waterproof coating system and drainage improvements to protect the existing water tank. Field inspection of the tank and concrete level surface revealed signs of minor deterioration. These efforts will extend the useful life of the existing water tank.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan, ADA Transition Plan, Water System Plan
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503).
- **Council Request:**
NA
- **Other Key Facts:**
Public Works is requesting this item go forward for Council approval at the May 20, 2025, Council business meeting.

OUTCOMES:

Approving the contract will provide for a new multi-sport court surface for tennis/pickleball/basketball recreation and will ensure a safe, level surface for users, ADA compliant sidewalks, curb ramp, drinking fountain, parking stalls, new storm pipe, catch basins, landscaping and irrigation, new benches, fencing and noise reduction system, and application of a waterproof coating to protect and extend the useful life of the existing water tank.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

City Communications, Parks & Recreation, Sports and Fitness staff have been informed of the upcoming construction. Outreach will include social media posts and service alert notices to Redmond residents and neighborhoods.

- **Timeline (previous or planned):**
Webpage: Posting, December 2024
Postcard: Notice to adjacent residents, May 2025
Social Media: Posts and service alerts updates will be provided.
Onsite signage: Project information and tree protection signs, during construction, Summer 2025
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:
\$1,425,425

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

Budget Offer Number:
CIP

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Real Estate Excise Tax, Parks CIP, Water CIP

Budget/Funding Constraints:

NA

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|---------------------|
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Receive Information |

Proposed Upcoming Contact(s)

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

Time Constraints:

Sport court replacement is weather sensitive so timely award of construction contract is critical for project delivery in 2025.

Award of bid must occur within 45 days of the bid opening (which occurred on April 24, 2025) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying the construction, extending the closure of the sport court, and increasing the cost to complete the project.

ATTACHMENTS:

Attachment A: Hardscape Project - Reservoir Park Sports Court Replacement Project Information Sheet

Attachment B: Reservoir Park Water Tank Repairs Project Information Sheet

Attachment C: Additional Project Information



CIP Project Information Sheet

Project Name: Hardscape Project - Reservoir Park Sport Court Replacement

Project Status: Existing - Revised

Functional Area(s): Parks

Relevant Plan(s): PARCC Plan, ADA Transition Plan

Neighborhood: Education Hill

Time Frame: 2023-2025

Budget Priority: Healthy and Sustainable

Citywide Rank: 16

Functional Area Priority: High

Location: 16317 NE 95th Street

Description:

Replace sports court to address failing court surfacing and adjacent pathways.

Anticipated Outcomes: **Primary:** Rehabilitation

Secondary:

Create a safe sports court and maintain our level of service for tennis/pickleball/active recreation in the neighborhood.

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

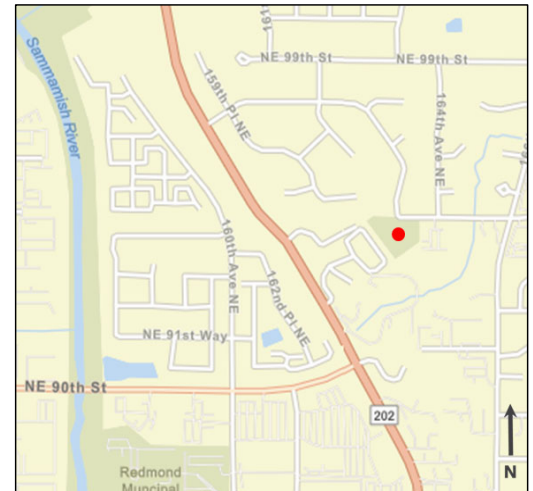
Project approved in the 2023-2028 CIP budget process.

| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|--------------------------------|---------------------------------------|---|---|------|------|------|------|--------|--------------------|
| Original Budget | \$1,416,933 | | | | | | | | \$1,416,933 |
| Approved Changes | | | | | | | | | |
| Current Approved Budget | \$1,416,933 | | | | | | | | \$1,416,933 |
| Proposed New Budget | \$213,264 | \$968,418 | | | | | | | \$1,181,682 |
| Proposed changes due to | <input type="checkbox"/> Scope Change | <input checked="" type="checkbox"/> Schedule Change | <input checked="" type="checkbox"/> Budget Change | | | | | | |
| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
| Preliminary Design (0-30%) | \$96,938 | | | | | | | | \$96,938 |
| Right of Way | | | | | | | | | |
| Design (31-100%) | \$116,326 | \$38,775 | | | | | | | \$155,101 |
| Construction | | \$646,256 | | | | | | | \$646,256 |
| Contingency | | \$283,387 | | | | | | | \$283,387 |
| Total | \$213,264 | \$968,418 | | | | | | | \$1,181,682 |

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

Explanation: No M&O costs expected.

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------|------------------|------------------|--------|--------------------|
| Real Estate Excise Tax | \$213,264 | | | \$213,264 |
| Parks CIP | | \$968,418 | | \$968,418 |
| Total | \$213,264 | \$968,418 | | \$1,181,682 |





CIP Project Information Sheet

Project Name: Reservoir Park Water Tank Repairs

Project Status: Existing

Functional Area(s): Water

Relevant Plan(s): Water System Plan, PARCC Plan

Neighborhood: Education Hill

Time Frame: 2024-2025

Budget Priority: Healthy and Sustainable

Citywide Rank: 16

Functional Area Priority: High

Location: 16317 NE 95th Street

Description:

Inspection of existing water tank and repair of any issues identified. Project work will be done in partnership with the Hardscape - Reservoir Park Sports Court project.

Anticipated Outcomes: **Primary:** Asset Protection

Secondary:

Extension of the useful life of existing asset

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

Project approved in the 2023-2028 CIP budget process.

| Budget: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|------------------|-----------|-----------|------|------|------|------|------|--------|-----------|
| Original Budget | \$377,819 | \$357,181 | | | | | | | \$735,000 |
| Approved Changes | | | | | | | | | |

| | | | | | | | | | |
|--------------------------------|------------------|------------------|--|--|--|--|--|--|------------------|
| Current Approved Budget | \$377,819 | \$357,181 | | | | | | | \$735,000 |
|--------------------------------|------------------|------------------|--|--|--|--|--|--|------------------|

| | | | | | | | | | |
|----------------------------|----------------|------------------|--|--|--|--|--|--|------------------|
| Proposed New Budget | \$2,261 | \$622,679 | | | | | | | \$624,940 |
|----------------------------|----------------|------------------|--|--|--|--|--|--|------------------|

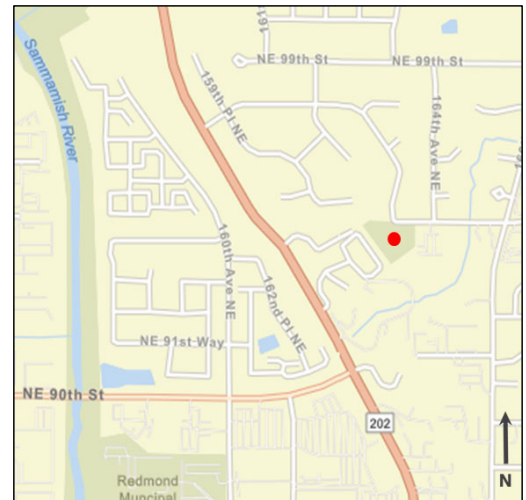
Proposed changes due to ☐ Scope Change ☒ Schedule Change ☐ Budget Change

| Project Phasing: | Prior | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Future | Total |
|----------------------------|----------------|------------------|------|------|------|------|------|--------|------------------|
| Preliminary Design (0-30%) | \$2,261 | \$28,176 | | | | | | | \$30,437 |
| Right of Way | | \$9,000 | | | | | | | \$9,000 |
| Design (31-100%) | | \$104,867 | | | | | | | \$104,867 |
| Construction | | \$370,386 | | | | | | | \$370,386 |
| Contingency | | \$110,250 | | | | | | | \$110,250 |
| Total | \$2,261 | \$622,679 | | | | | | | \$624,940 |

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

Explanation:

| Proposed Funding Sources: | Prior | 2025-2030 | Future | Total |
|---------------------------|----------------|------------------|--------|------------------|
| Water CIP | \$2,261 | \$622,679 | | \$624,940 |
| Total | \$2,261 | \$622,679 | | \$624,940 |



Attachment C – Additional Project Information

Hardscape Project – Reservoir Park Sport Court Replacement and Tank Repairs

Project-Related Community/Stakeholder Outreach

City Communications, Parks & Recreation, Sports and Fitness staff have been informed of the upcoming construction. Outreach will include social media posts and service alert notices to Redmond residents and neighborhoods.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on April 9 and April 16, 2025. Bids were received and opened on April 24, 2025. The city received one bid which is summarized below.

| Bidder | Bidder Location | Bid Amount |
|--------------------------|-----------------|-------------|
| Active Construction Inc. | Tacoma, WA. | \$1,425,425 |

| | |
|---------------------|-------------|
| Engineer's Estimate | \$1,015,244 |
|---------------------|-------------|

Bid amount is substantially over the engineer's estimate due to use of new products and anticipated heavy reliance on use of subcontractors. 3 bid items contributing to the high cost include the following:

| | | |
|---|------------|---------------------|
| Mobilization, engineer's estimate low by: | -\$108,426 | |
| Sport Court Surfacing & Striping, bid overestimate by: | +\$76,816 | (New product) |
| Structural Waterproofing Coating System, bid overestimate by: | +\$185,166 | (Specialty product) |

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references have been checked and found to be acceptable. Staff recommends awarding the contract to Active Construction Inc.

Fiscal Information

Current Project Budget

| | |
|------------------------|--------------------|
| Real Estate Excise Tax | \$213,264 |
| Parks CIP | \$968,418 |
| Water CIP | \$624,910 |
| Total Funding | \$1,806,592 |

Estimated Project Costs

| | |
|-------------------------------------|--------------------|
| Design | \$157,887 |
| Construction | \$1,511,573 |
| Contingency | \$136,042 |
| Total Estimated Project Cost | \$1,805,502 |

Budget Difference

\$1,090



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-078
Type: Consent Item

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

| | | |
|-----------------|---------------|--------------|
| Human Resources | Cathryn Laird | 425-556-2125 |
|-----------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----------------|------------|-------------------|
| Human Resources | Mary Grady | Senior HR Analyst |
|-----------------|------------|-------------------|

TITLE:

Behavioral Health Professional Classification Request

a. Ordinance No. 3214: An Ordinance of the City of Redmond, Washington, Establishing the Classification of Behavioral Health Professional ; Amending Pay Plans "N" and "N-S," to Include Behavioral Health Professional; Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Request to add Behavioral Health Professional classification to Non-Represented Pay Plan "N" and "N-S" to focus on behavioral health duties.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
City Council is required to authorize salary and/or classification changes to Pay Plans, in accordance with the City of Redmond Personnel Manual Section 7.10.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Seeking approval to fill vacancy at the correct classification level required for the body of work. Requesting to add Behavioral Health Professional classification to non-represented "N" and "N-S" Pay Plans.

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 classification is budgeted in the 2025-2026 Biennium budget for Non-Represented Pay Plan "N" and "N-S".

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

Budget Offer Number:

N/A

Budget Priority:

Strategic and Responsive

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 |
|------|---------|------------------|
|------|---------|------------------|

| | | |
|-----------|--|-------------------|
| 5/13/2025 | Committee of the Whole - Finance, Administration, and Communications | Provide Direction |
|-----------|--|-------------------|

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|---|----------------------------|------------------|
| Click and select a date, or click and press delete if none. | None proposed at this time | N/A |

Time Constraints:

Approval will allow staff to fill vacancy for the Behavioral Health Professional classification in a timely manner to meet the needs of the body of work.

ANTICIPATED RESULT IF NOT APPROVED:

If not immediately approved, we will not be able to hire an employee to focus on behavioral health.

ATTACHMENTS:

Attachment A: 2025 Non-Represented Pay Plan "N"

Attachment B: 2025 Non-Represented Supplemental Pay Plan "N-S"

2025 Pay Plan "N" - Non-Represented Employees

Ordinance No. 3204
Effective January 1, 2025

By Salary Band

| | | | Monthly | | | Annual | | |
|-------|------|--|----------|----------|----------|-----------|-----------|-----------|
| Grade | FLSA | Classification | Minimum | Midpoint | Maximum | Minimum | Midpoint | Maximum |
| N60 | | | \$14,029 | \$15,994 | \$17,959 | \$168,348 | \$191,928 | \$215,508 |
| N60 | E | Police Captain | | | | | | |
| | | | | | | | | |
| N55 | | | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N55 | E | Chief Policy Advisor | | | | | | |
| N55 | E | City Engineer | | | | | | |
| N55 | E | Engineering Manager | | | | | | |
| N55 | E | Information Services Manager | | | | | | |
| N55 | E | Police Support Civilian Commander | | | | | | |
| N55 | E | Project Management Office Manager | | | | | | |
| N55 | E | Security Compliance Manager | | | | | | |
| N55 | E | Supervising Attorney | | | | | | |
| | | | | | | | | |
| N50 | | | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N50 | E | Construction Manager | | | | | | |
| N50 | E | Engineering Supervisor | | | | | | |
| N50 | E | Finance Manager | | | | | | |
| N50 | E | Parks Manager | | | | | | |
| N50 | E | Planning Manager | | | | | | |
| N50 | E | Public Works Maintenance Manager | | | | | | |
| N50 | E | Utilities Manager | | | | | | |
| | | | | | | | | |
| N45 | | | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N45 | E | City Clerk | | | | | | |
| N45 | E | Executive Department Manager | | | | | | |
| N45 | E | Emergency Preparedness Manager | | | | | | |
| N45 | E | Human Resources Manager | | | | | | |
| N45 | E | Information Services Supervisor | | | | | | |
| N45 | E | Purchasing/Contracting Manager | | | | | | |
| N45 | E | Utilities Supervisor | | | | | | |
| | | | | | | | | |
| N40 | | | \$9,267 | \$10,889 | \$12,511 | \$111,204 | \$130,668 | \$150,132 |
| N40 | E | Public Safety Communications Manager | | | | | | |
| N40 | E | Deputy Prosecuting Attorney | | | | | | |
| N40 | E | Police Support Services Manager | | | | | | |
| N40 | E | Community Health Manager | | | | | | |
| | | | | | | | | |
| N35 | | | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N35 | E | Executive Department Supervisor | | | | | | |
| N35 | E | Development Services Supervisor | | | | | | |
| N35 | E | Diversity Equity Inclusion Program Advisor | | | | | | |
| N35 | E | Financial Analyst - Senior | | | | | | |
| N35 | E | Inspection Supervisor | | | | | | |
| N35 | E | Maintenance and Operations Supervisor | | | | | | |
| N35 | E | Management Analyst - Senior | | | | | | |
| N35 | E | Program Manager | | | | | | |
| N35 | E | Real Property Manager | | | | | | |

2025 Pay Plan "N" - Non-Represented Employees**Ordinance No. 3204**
Effective January 1, 2025**By Salary Band**

| | | | Monthly | | | Annual | | |
|-------|------|---|---------|----------|----------|----------|-----------|-----------|
| Grade | FLSA | Classification | Minimum | Midpoint | Maximum | Minimum | Midpoint | Maximum |
| N30 | | | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N30 | E | Administrative Supervisor | | | | | | |
| N30 | E | Behavioral Health Professional | | | | | | |
| N30 | E | Finance Supervisor | | | | | | |
| N30 | E | Human Resources Analyst - Senior | | | | | | |
| N30 | E | Grant Supervisor | | | | | | |
| N30 | E | Police Support Services Supervisor | | | | | | |
| N30 | E | Parks Supervisor | | | | | | |
| N25 | | | \$7,502 | \$8,815 | \$10,127 | \$90,024 | \$105,780 | \$121,524 |
| N25 | NE | Human Resources Analyst | | | | | | |
| N25 | NE | Risk Program Coordinator | | | | | | |
| N20 | | | \$7,128 | \$8,376 | \$9,624 | \$85,536 | \$100,512 | \$115,488 |
| N20 | E | Executive Analyst | | | | | | |
| N20 | E | Financial Analyst | | | | | | |
| N15 | | | \$6,604 | \$7,760 | \$8,915 | \$79,248 | \$93,120 | \$106,980 |
| N15 | NE | Department Administrative Coordinator | | | | | | |
| N15 | NE | Police Crime Analyst (Limited Duration) | | | | | | |
| N15 | NE | Police Program Coordinator | | | | | | |
| N10 | | | \$6,071 | \$7,133 | \$8,195 | \$72,852 | \$85,596 | \$98,340 |
| N10 | NE | Accounting Associate - Senior | | | | | | |
| N10 | NE | Administrative Specialist | | | | | | |
| N10 | NE | Payroll Analyst | | | | | | |
| N05 | | | \$5,607 | \$6,588 | \$7,568 | \$67,284 | \$79,056 | \$90,816 |
| N05 | NE | Administrative Assistant | | | | | | |

2025 Pay Plan "N" - Non-Represented Employees

Ordinance No. 3204
Effective January 1, 2025

By Classification

| Grade | FLSA | Classification | Monthly | | | Annual | | |
|------------|----------|--|-----------------------|-----------------------|------------------------|------------------------|-------------------------|-------------------------|
| | | | Minimum | Midpoint | Maximum | Minimum | Midpoint | Maximum |
| N10 | NE | Accounting Associate - Senior | \$6,071 | \$7,133 | \$8,195 | \$72,852 | \$85,596 | \$98,340 |
| N05 | NE | Administrative Assistant | \$5,607 | \$6,588 | \$7,568 | \$67,284 | \$79,056 | \$90,816 |
| N10 | NE | Administrative Specialist | \$6,071 | \$7,133 | \$8,195 | \$72,852 | \$85,596 | \$98,340 |
| N30 | E | <u>Behavioral Health Professional</u> | <u>\$8,222</u> | <u>\$9,661</u> | <u>\$11,099</u> | <u>\$98,664</u> | <u>\$115,932</u> | <u>\$133,188</u> |
| N30 | E | Administrative Supervisor | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N55 | E | Chief Policy Advisor | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N45 | E | City Clerk | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N55 | E | City Engineer | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N40 | E | Community Health Manager | \$9,267 | \$10,889 | \$12,511 | \$111,204 | \$130,668 | \$150,132 |
| N50 | E | Construction Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N15 | NE | Department Administrative Coordinator | \$6,604 | \$7,760 | \$8,915 | \$79,248 | \$93,120 | \$106,980 |
| N40 | E | Deputy Prosecuting Attorney | \$9,267 | \$10,889 | \$12,511 | \$111,204 | \$130,668 | \$150,132 |
| N35 | E | Development Services Supervisor | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N35 | E | Diversity Equity Inclusion Program Advisor | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N45 | E | Emergency Preparedness Manager | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N55 | E | Engineering Manager | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N50 | E | Engineering Supervisor | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N20 | E | Executive Analyst | \$7,128 | \$8,376 | \$9,624 | \$85,536 | \$100,512 | \$115,488 |
| N45 | E | Executive Department Manager | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N35 | E | Executive Department Supervisor | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N50 | E | Finance Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N30 | E | Finance Supervisor | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N20 | E | Financial Analyst | \$7,128 | \$8,376 | \$9,624 | \$85,536 | \$100,512 | \$115,488 |
| N35 | E | Financial Analyst - Senior | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N30 | E | Grant Supervisor | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N25 | NE | Human Resources Analyst | \$7,502 | \$8,815 | \$10,127 | \$90,024 | \$105,780 | \$121,524 |
| N30 | E | Human Resources Analyst - Senior | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N45 | E | Human Resources Manager | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N55 | E | Information Services Manager | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N45 | E | Information Services Supervisor | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N35 | E | Inspection Supervisor | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N35 | E | Maintenance and Operations Supervisor | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N35 | E | Management Analyst - Senior | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N50 | E | Parks Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N30 | E | Parks Supervisor | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N10 | NE | Payroll Analyst | \$6,071 | \$7,133 | \$8,195 | \$72,852 | \$85,596 | \$98,340 |
| N50 | E | Planning Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N60 | E | Police Captain | \$14,029 | \$15,994 | \$17,959 | \$168,348 | \$191,928 | \$215,508 |
| N15 | NE | Police Crime Analyst (Limited Duration) | \$6,604 | \$7,760 | \$8,915 | \$79,248 | \$93,120 | \$106,980 |
| N15 | NE | Police Program Coordinator | \$6,604 | \$7,760 | \$8,915 | \$79,248 | \$93,120 | \$106,980 |
| N55 | E | Police Support Civilian Commander | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N40 | E | Police Support Services Manager | \$9,267 | \$10,889 | \$12,511 | \$111,204 | \$130,668 | \$150,132 |
| N30 | E | Police Support Services Supervisor | \$8,222 | \$9,661 | \$11,099 | \$98,664 | \$115,932 | \$133,188 |
| N35 | E | Program Manager | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N55 | E | Project Management Office Manager | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N40 | E | Public Safety Communications Manager | \$9,267 | \$10,889 | \$12,511 | \$111,204 | \$130,668 | \$150,132 |
| N50 | E | Public Works Maintenance Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N45 | E | Purchasing/Contracting Manager | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |
| N35 | E | Real Property Manager | \$8,768 | \$10,303 | \$11,837 | \$105,216 | \$123,636 | \$142,044 |
| N25 | NE | Risk Program Coordinator | \$7,502 | \$8,815 | \$10,127 | \$90,024 | \$105,780 | \$121,524 |
| N55 | E | Security Compliance Manager | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N55 | E | Supervising Attorney | \$12,072 | \$14,184 | \$16,296 | \$144,864 | \$170,208 | \$195,552 |
| N50 | E | Utilities Manager | \$10,728 | \$12,606 | \$14,484 | \$128,736 | \$151,272 | \$173,808 |
| N45 | E | Utilities Supervisor | \$10,169 | \$11,949 | \$13,729 | \$122,028 | \$143,388 | \$164,748 |



Ordinance No. 3201
Effective January 1, 2025

By Salary Band

| Grade | FLSA | Classification | Hourly | | |
|-------|------|----------------|---------|----------|---------|
| | | | Minimum | Midpoint | Maximum |

| | | | | | |
|--------------|-----|----------------|------|------|------|
| SNR60 | | | \$65 | \$77 | \$89 |
| | NE* | Police Captain | | | |

| | | | | | |
|--------------|-----|-----------------------------------|------|------|------|
| SNR55 | | | \$56 | \$66 | \$77 |
| | NE* | Chief Policy Advisor | | | |
| | NE* | City Engineer | | | |
| | NE* | Engineering Manager | | | |
| | NE* | Information Services Manager | | | |
| | NE* | Police Support Civilian Commander | | | |
| | NE* | Project Management Office Manager | | | |
| | NE* | Security Compliance Manager | | | |
| | NE* | Supervising Attorney | | | |

| | | | | | |
|--------------|-----|----------------------------------|------|------|------|
| SNR50 | | | \$50 | \$59 | \$68 |
| | NE* | Construction Manager | | | |
| | NE* | Engineering Supervisor | | | |
| | NE* | Finance Manager | | | |
| | NE* | Parks Manager | | | |
| | NE* | Planning Manager | | | |
| | NE* | Public Works Maintenance Manager | | | |
| | NE* | Utilities Manager | | | |

| | | | | | |
|--------------|-----|---------------------------------|------|------|------|
| SNR45 | | | \$47 | \$56 | \$65 |
| | NE* | City Clerk | | | |
| | NE* | Executive Department Manager | | | |
| | NE* | Emergency Preparedness Manager | | | |
| | NE* | Human Resources Manager | | | |
| | NE* | Information Services Supervisor | | | |
| | NE* | Purchasing/Contracting Manager | | | |
| | NE* | Utilities Supervisor | | | |

| | | | | | |
|--------------|-----|--------------------------------------|------|------|------|
| SNR40 | | | \$43 | \$51 | \$59 |
| | NE* | Public Safety Communications Manager | | | |
| | NE* | Deputy Prosecuting Attorney | | | |
| | NE* | Police Support Services Manager | | | |



Ordinance No. 3201
Effective January 1, 2025

NE* Community Health Manager

| SNR35 | \$40 | \$48 | \$56 |
|--|-------------|-------------|-------------|
| NE* Executive Department Supervisor | | | |
| NE* Development Services Supervisor | | | |
| NE* Diversity Equity Inclusion Program Advisor | | | |
| NE* Financial Analyst - Senior | | | |
| NE* Inspection Supervisor | | | |
| NE* Maintenance and Operations Supervisor | | | |
| NE* Management Analyst - Senior | | | |
| NE* Program Manager | | | |
| NE* Real Property Manager | | | |

2025 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No. 3201
 Effective January 1, 2025

By Salary Band

| | | | Hourly | | |
|-------|------|--|---------|----------|---------|
| Grade | FLSA | Classification | Minimum | Midpoint | Maximum |
| SNR30 | | | \$38 | \$45 | \$52 |
| | NE* | Administrative Supervisor | | | |
| | NE* | <u>Behavioral Health Professional</u> | | | |
| | NE* | Finance Supervisor | | | |
| | NE* | Human Resources Analyst - Senior | | | |
| | NE* | Grant Supervisor | | | |
| | NE* | Police Support Services Supervisor | | | |
| | NE* | Parks Supervisor | | | |
| SNR25 | | | \$35 | \$41 | \$48 |
| | NE | Human Resources Analyst | | | |
| | NE | Risk Program Coordinator | | | |
| SNR20 | | | \$33 | \$39 | \$45 |
| | NE* | Executive Analyst | | | |
| | NE* | Financial Analyst | | | |
| SNR15 | | | \$30 | \$36 | \$42 |
| | NE | Department Administrative Coordinator | | | |
| | NE | Police Crime Analyst (Limited Duration) | | | |
| | NE | Police Program Coordinator | | | |
| SNR10 | | | \$28 | \$33 | \$39 |
| | NE | Accounting Associate - Senior | | | |
| | NE | Administrative Specialist | | | |
| | NE | Payroll Analyst | | | |
| SNR05 | | | \$26 | \$31 | \$36 |
| | NE | Administrative Assistant | | | |

2025 Pay Plan "N-S" - Non-Represented Supplemental Employees

Ordinance No. 3201
Effective January 1, 2025

By Classification

| Grade | FLSA | Classification | Monthly | | |
|--------------|------------|--|-------------|-------------|-------------|
| | | | Minimum | Midpoint | Maximum |
| SNR10 | NE | Accounting Associate - Senior | \$28 | \$33 | \$39 |
| SNR05 | NE | Administrative Assistant | \$26 | \$31 | \$36 |
| SNR10 | NE | Administrative Specialist | \$28 | \$33 | \$39 |
| SNR30 | NE* | Administrative Supervisor | \$38 | \$45 | \$52 |
| SNR30 | NE* | Behavioral Health Professional | \$38 | \$45 | \$52 |
| SNR55 | NE* | Chief Policy Advisor | \$56 | \$66 | \$77 |
| SNR45 | NE* | City Clerk | \$47 | \$56 | \$65 |
| SNR55 | NE* | City Engineer | \$56 | \$66 | \$77 |
| SNR40 | NE* | Community Health Manager | \$43 | \$51 | \$59 |
| SNR50 | NE* | Construction Manager | \$50 | \$59 | \$68 |
| SNR15 | NE | Department Administrative Coordinator | \$30 | \$36 | \$42 |
| SNR40 | NE* | Deputy Prosecuting Attorney | \$43 | \$51 | \$59 |
| SNR35 | NE* | Development Services Supervisor | \$40 | \$48 | \$56 |
| SNR35 | NE* | Diversity Equity Inclusion Program Advisor | \$40 | \$48 | \$56 |
| SNR45 | NE* | Emergency Preparedness Manager | \$47 | \$56 | \$65 |
| SNR55 | NE* | Engineering Manager | \$56 | \$66 | \$77 |
| SNR50 | NE* | Engineering- Supervisor | \$50 | \$59 | \$68 |
| SNR20 | NE* | Executive Analyst | \$33 | \$39 | \$45 |
| SNR45 | NE* | Executive Department Manager | \$47 | \$56 | \$65 |
| SNR35 | NE* | Executive Department Supervisor | \$40 | \$48 | \$56 |
| SNR50 | NE* | Finance Manager | \$50 | \$59 | \$68 |
| SNR30 | NE* | Finance Supervisor | \$38 | \$45 | \$52 |
| SNR20 | NE* | Financial Analyst | \$33 | \$39 | \$45 |
| SNR35 | NE* | Financial Analyst - Senior | \$40 | \$48 | \$56 |
| SNR30 | NE* | Grant Supervisor | \$38 | \$45 | \$52 |
| SNR25 | NE | Human Resources Analyst | \$35 | \$41 | \$48 |
| SNR30 | NE* | Human Resources Analyst - Senior | \$38 | \$45 | \$52 |
| SNR45 | NE* | Human Resources Manager | \$47 | \$56 | \$65 |
| SNR55 | NE* | Information Services Manager | \$56 | \$66 | \$77 |
| SNR45 | NE* | Information Services Supervisor | \$47 | \$56 | \$65 |
| SNR35 | NE* | Inspection Supervisor | \$40 | \$48 | \$56 |
| SNR35 | NE* | Maintenance and Operations Supervisor | \$40 | \$48 | \$56 |
| SNR35 | NE* | Management Analyst - Senior | \$40 | \$48 | \$56 |
| SNR50 | NE* | Parks Manager | \$50 | \$59 | \$68 |
| SNR30 | NE* | Parks Supervisor | \$38 | \$45 | \$52 |
| SNR10 | NE | Payroll Analyst | \$28 | \$33 | \$39 |
| SNR50 | NE* | Planning Manager | \$50 | \$59 | \$68 |
| SNR60 | NE* | Police Captain | \$65 | \$77 | \$89 |

2025 Pay Plan "N-S" - Non-Represented Supplemental Employees
**Ordinance No. 3201
 Effective January 1, 2025**

| | | | | | |
|-------|-----|---|------|------|------|
| SNR15 | NE | Police Crime Analyst (Limited Duration) | \$30 | \$36 | \$42 |
| SNR15 | NE | Police Program Coordinator | \$30 | \$36 | \$42 |
| SNR55 | NE* | Police Support Civilian Commander | \$56 | \$66 | \$77 |
| SNR40 | NE* | Police Support Services Manager | \$43 | \$51 | \$59 |
| SNR30 | NE* | Police Support Services Supervisor | \$38 | \$45 | \$52 |
| SNR35 | NE* | Program Manager | \$40 | \$48 | \$56 |
| SNR55 | NE* | Project Management Office Manager | \$56 | \$66 | \$77 |
| SNR40 | NE* | Public Safety Communications Manager | \$43 | \$51 | \$59 |
| SNR50 | NE* | Public Works Maintenance Manager | \$50 | \$59 | \$68 |
| SNR45 | NE* | Purchasing/Contracting Manager | \$47 | \$56 | \$65 |
| SNR35 | NE* | Real Property Manager | \$40 | \$48 | \$56 |
| SNR25 | NE | Risk Program Coordinator | \$35 | \$41 | \$48 |
| SNR55 | NE* | Security Compliance Manager | \$56 | \$66 | \$77 |
| SNR55 | NE* | Supervising Attorney | \$56 | \$66 | \$77 |
| SNR50 | NE* | Utilities Manager | \$50 | \$59 | \$68 |
| SNR45 | NE* | Utilities Supervisor | \$47 | \$56 | \$65 |

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, ESTABLISHING THE CLASSIFICATION
OF BEHAVIORAL HEALTH PROFESSIONAL; AMENDING
PAY PLANS "N" AND "N-S," TO INCLUDE BEHAVIORAL
HEALTH PROFESSIONAL; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, the operational needs of the City requires to fill
a vacancy at the correct classification level required for the
body of work and the Mayor has recommended the adoption of a new
classification entitled Behavioral Health Professional; and

WHEREAS, these changes should now be reflected by amending
the pay plans for non-represented employees.

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

Section 1. Pay Plan "N" Amended.

(A) Effective May 20, 2025, the following classification is
created and added to the Pay Plan "N": Behavioral Health
Professional. The amended Pay Plan is attached as Attachment A and
incorporated herein as if set forth in full.

Section 2. Pay Plan "N-S" Amended. (A) Effective May 20, 2025,
the following classification is created and added to the Pay Plan
"N-S": Behavioral Health Professional. The amended Pay Plan is

attached as Attachment B and incorporated herein as if set forth in full.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of May, 2025.

CITY OF REDMOND

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CITY CLERK, CHERYL XANTHOS, MMC

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

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



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-079
Type: Consent Item

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

| | | |
|-------------------------------------|------------------|--------------|
| Technology and Information Services | Michael Marchand | 425-556-2176 |
|-------------------------------------|------------------|--------------|

DEPARTMENT STAFF:

| | | |
|-------------------------------------|--------------|----------------------------|
| Technology and Information Services | Wanda Norman | Technology Project Manager |
|-------------------------------------|--------------|----------------------------|

TITLE:

Approval of the Energov Permitting and Licensing SaaS Contract in the Amount of \$528,227

OVERVIEW STATEMENT:

This is part of the Energov Modernization project to standardize permitting flows across City departments and move permitting system to a SAAS cloud-based solution. This contract is for the annual SaaS Service and Licensing Agreement.

We are asking for approval in the amount of \$528,227 to cover the annual SaaS costs for 2025 and 2026.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

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

OUTCOMES:

Streamlines business processes through automation, integration, and workflows for internal and external customers. Increases efficiency, collaboration, and communication, both between departments and with the public. Includes upgrades and maintenance to system as well as Disaster Recovery.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Estimated Timeline for Initial Implementation is early August 2025.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$528,227

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

Budget Offer Number:
BTIP Funding

Budget Priority:
Vibrant and Connected.

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

If yes, explain:

Ongoing operational cost is \$254,800 plus potential 5% increase each year.

Funding source(s):
BTIP Funding

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 5/20/2025 | Business Meeting | Approve |

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

We won't be able to move off "On Prem" to SaaS.
Vendor will be mandating this in a few more years.

ATTACHMENTS:

Attachment A - Redmond WA Agreement SaaS Flip 040225



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made by and between Tyler Technologies, Inc. ("Tyler") and City of Redmond, Washington ("Client"). Each of Client and Tyler is referred to herein as a "party" and collectively as the "parties."

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement. The Exhibits and Schedules attached to this Agreement shall form an integral part of it.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Redmond, Washington.
- **"Data"** or **"City Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without



limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,



as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees, which are not otherwise in dispute in accordance with Section E(2). Those ~~undisputed~~ amounts, unless otherwise disputed in accordance with Section E(2) of this Agreement, are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process. You may dispute any invoice in accordance with Section E(2) of this Agreement, if you believe the Tyler Software does not conform to this warranty.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain,

SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center located in the contiguous United States. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 1 hour and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. Any third-party data centers used to provide SaaS Services for this Agreement will have comparable or better redundancies as established in this Agreement.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access. Any third-party data centers used to provide SaaS Services for

this Agreement will have comparable or better physical controls.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. Data Access. The City shall have access to Data stored within any application or system owned by the Consultant, as follows:

1. Access Method: Data access will be provided through browser-based and mobile applications. Data is also accessible from most applications through integrated bulk export applications, APIs, and OData feeds and nightly SFTP delivery .
2. Backup: Production Data is backed up at least once per day.
3. Retention: Production Data is currently retained based on the following retention policy:
 - a. Daily backups are retained for 7 days.
 - b. Weekly backups are retained for 4 weeks.
 - c. Monthly backups are retained for 3 months.

8. Data Export. Upon written request, Tyler shall promptly make all Data available to you in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide the Client the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees, which are not otherwise in dispute in accordance with Section E(2), in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will

be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. You may dispute any invoice in accordance with Section E(2) of this Agreement, if you believe the services delivered do not conform to this warranty.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Mutual Assistance. Both parties acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of the personnel of both parties. Both parties agree to use all reasonable efforts to cooperate with and assist the other party as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least the parties working together to schedule the implementation-related services outlined in this Agreement. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of the other party's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees, which are not otherwise in dispute in accordance with Section E(2), according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a

maintenance and support agreement in effect; and

- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement (see Section B(5) for the software warranty and Section C(5) for the services warranty), you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan, with agreed upon timeline, that outlines reasonable steps to be taken by each Party to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure, after receiving a written notice and a cure period, to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Notwithstanding the forgoing, any increase to your SaaS Fees for the first four (4) annual renewals (Years 2 through 5) will be capped at five percent (5%). SaaS Fees for all subsequent annual renewals will be at our then-current rates. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees not otherwise in dispute in accordance with Section E(2). If you fail to timely pay the SaaS Fees not otherwise in dispute in accordance with

Section E(2), we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay SaaS fees not otherwise in dispute in accordance with Section E(2) within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

3. Return of City Data. In the event of termination of the Agreement, and upon reasonable advance notice, Tyler shall promptly make all City Data available to you in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such City Data will be provided at no additional cost. Tyler agrees to certify that City Data, including City Data held by subconsultants, has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Tyler or subconsultants, maintain City Data within 45 days of receiving City's request that the City Data be returned, deleted, or destroyed. ~~Consultant shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.~~ Tyler will provide written verification of its completion of the return, deletion, or destruction of City Data.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for

you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, officers, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our sole negligence or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; (c) or our violation of the confidentiality provisions at Section H(17) of this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your sole negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN**

RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2) AND ~~THOSE OUTLINED IN THE IPSA.~~

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability (inclusive of Cyber Liability) of at least \$2,000,000 per claim and in the aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We agree that our insurance is primary for claims under our Commercial General Liability and Automobile Liability policies that are caused, in whole or in part, by Tyler as respects this Agreement. We will provide you with copies of certificates of insurance within seven (7) days of execution of this Agreement. We will provide you with notice of cancellation or non-renewal, or reduction in our insurance coverages below the minimum requirements set forth in this Agreement within thirty (30) business days thereof unless replaced. If we reduce our insurance coverage, we will purchase additional insurance or Excess Liability coverage to ensure we maintain the insurance levels that are required by this Section. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed. Failure to provide the insurance cancellation notice and to furnish to Client replacement policies meeting the requirements of this Section 6 shall be considered a material breach of this Agreement. Tyler's maintenance of insurance as required by this Section 6 shall not be construed to limit the liability of Tyler to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or equity. Further, Tyler's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Tyler.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** If either party is aware of a dispute of any type, the non-defaulting party shall

provide the defaulting party with written notice within thirty (30) days of becoming aware of a dispute of any type. Both parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the appointed senior representative of the other Party. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the

estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; or (c) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists; and with your prior written approval, marketing presentations and promotional materials, provided that such use will comply with any standard trademark guidelines provided by Client to Tyler.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

We recognize that you are a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that you are obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent your compliance with the Public Records Act, and you shall not be liable to us due to your compliance with any law or court order requiring the release of public records.

18. Quarantining of City Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to its rules on conflicts of law. Exclusive venue for any action pertaining to this Agreement will lie in the state and federal courts located in Seattle, King County, Washington; both parties hereby submit to the jurisdiction of such courts.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. RESERVED.

24. Access to City Data. Tyler acknowledges and agrees that, in the course of performing services under this Agreement, Tyler may receive or have access to City Data. As used in this Agreement, City Data shall mean any and all information that the Client has disclosed to Tyler or that Tyler has access to in order to facilitate the provision of services hereunder. For the purposes of this Agreement, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the Client's immediate possession, custody, or control. The following terms shall apply to the use or access of City Data:

24.1 Tyler shall only use or access City Data to the extent required for the provision of services under this Agreement.

24.2 Tyler acknowledges that use and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Tyler shall implement and maintain safeguards necessary to ensure the confidentiality of City Data.

24.3 Tyler shall not access, use or disclose City Data in any manner that would constitute a violation of state law or the terms of this Agreement. Tyler may only provide access to its employees who have a legitimate business need to access, use or disclose City Data in the performance of Tyler's duties to Client.

24.4 Tyler shall inform all employees and subcontractor's with access to the Client's system or City Data of these security requirements.

24.5 The Client retains all ownership, title, and rights to the City Data. The Client has and will retain sole responsibility for: (a) all City Data; and (b) Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by the Client or through the use of third-party services.

25. Data Breach Notification. If Tyler has actual knowledge of a confirmed Data Breach, as such term is defined by applicable state law, that affects the security of any City Data in Tyler's possession that is subject to applicable Data Breach notification law, Tyler shall (1) promptly notify the appropriate Client contact in accordance with applicable law and (2) take commercially reasonable measures to address the Data Breach in a timely manner. Tyler shall use commercially reasonable efforts to provide the initial notification, if and as required hereunder, in the most expedient time possible and without unreasonable delay. The foregoing notwithstanding, if and as required by applicable state law, Tyler may (1) investigate and resolve the Data Breach keeping the Client reasonably informed as to actions taken in response to such breach and remedial actions taken to correct or prevent additional breaches of security; (2) promptly implement necessary remedial measures, if necessary; (3) provide notification to affected individuals as required by applicable law whose personally identifiable information has been disclosed or improperly obtained and offer credit monitoring services to any such individual; and (4) cooperate fully with the Client in all reasonable and lawful efforts to prevent, mitigate or rectify the

Data Breach. This section only applies when a Data Breach occurs with respect to the actions or omissions of Tyler. The Client may exercise its options and remedies under this Agreement in the event Tyler does not meet the requirements set forth herein.

26. Contract Documents. This Agreement includes the following exhibits:

| | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Redmond Authorized User Agreement |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Redmond, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Redmond
15670 NE 85th Street
Redmond, Washington 98052-3584
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Andrew Meyer
 10/1/25
 SaaS Migration

Sales Quotation For:

City of Redmond
 15670 NE 85th St
 Redmond WA 98052-3584
 Phone: +1 (425) 556-2186

Tyler SaaS - Gold

| Description | Term | Monthly Fee | Users/Units | Annual Fee |
|---|------|-------------|-------------|------------|
| Enterprise Permitting & Licensing Core Software | | | | |
| Enterprise Permitting & Licensing IVR | | \$ 833 | 1 | \$ 10,000 |
| Enterprise Permitting & Licensing Core Software | | | | |
| Community Development Suite - Site License | | \$ 12,833 | 1 | \$ 154,000 |
| Civic Access - Community Development | | \$ 3,225 | 1 | \$ 38,700 |
| e-Reviews | | \$ 2,083 | 1 | \$ 25,000 |
| Decision Engine | | \$ 1,558 | 1 | \$ 18,700 |
| Additional 1 TB of Storage | | \$ 250 | 2 | \$ 6,000 |
| Report Toolkit | | \$ 200 | 1 | \$ 2,400 |
| GIS Site License | | \$ 0 | 1 | \$ 0 |
| Community Development API Toolkit | | \$ 0 | 1 | \$ 0 |
| Credit Card Payment API | | \$ 0 | 1 | \$ 0 |

| | | | | |
|---|----------------------|-------------|---|-------------------|
| Enterprise Permitting & Licensing Mobile Site License | | \$ 0 | 1 | \$ 0 |
| | Sub-Total: | | | \$ 254,800 |
| | <u>Less Discount</u> | | | <u>\$ 21,670</u> |
| | TOTAL | 1.00 | | \$ 233,130 |

Tyler Annual Services

| Descripton | Users/Units | Annual Fee |
|-------------------------------------|-------------|-------------|
| Recurring Services | | |
| Hosted Report Management (per user) | 2 | \$ 0 |
| TOTAL: | | \$ 0 |

| Summary | One Time Fees | Recurring Fees |
|--|---------------|-------------------|
| Total SaaS | | \$ 233,130 |
| Total Services | \$ 0 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 0 | \$ 0 |
| Summary Total | \$ 0 | \$ 233,130 |

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

4 TBs of storage attachments are included (2 TBs were added over std. 2 TBs). Additional TBs can be purchased at \$3k/yr.

Applications are securely accessible through browser-based and mobile applications. Many include options to export data to common file formats including Excel, Word, PDF, XML, and CSV. Data is also accessible from most applications through integrated bulk export applications, APIs, OData feeds, SSRS read-only database access (replicated nightly)), and database backup download (nightly).

Production datasets are backed up automatically and retained based on the following retention policy.

Daily: 7-days

Weekly: 4-weeks

Monthly: 3-months



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Notwithstanding the forgoing, any increase to your SaaS Fees for the first four (4) annual renewals (Years 2 through 5) will be capped at five percent (5%). SaaS Fees for all subsequent annual renewals will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.



- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit

for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|-----------|-----|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted goal for Actual Attainment is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule | |
|------------------------|--|
| Actual Attainment | Client Relief |
| 99.99% - 99.70% | Remedial action will be taken |
| 99.69% - 98.50% | 2% of SaaS Fees paid for applicable month |
| 98.49% - 97.50% | 4% of SaaS Fees paid for applicable month |
| 97.49% - 96.50% | 6% of SaaS Fees paid for applicable month |
| 96.49% - 95.50% | 8% of SaaS Fees paid for applicable month |
| Below 95.50% | 10% of SaaS Fees paid for applicable month |

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|-----------------------------|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|----------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|-------------------|--|---|
| 2 High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

RESERVED.

EXHIBIT E

AUTHORIZED USER ACCESS AGREEMENT

Tyler understands and agrees that its personnel may be provided electronic access to a system containing confidential and or proprietary data (the “City Data”) owned and operated by the City of Redmond (“City”).

Tyler agrees that its personnel may use the City Data for the sole purpose of fulfilling Tyler’s obligations to City under the parties’ SaaS Agreement and in a manner that complies with the City’s Information Technology Usage Policy. Tyler agrees and understands that under no circumstances shall its personnel attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event that Tyler personnel inadvertently access City Data not related to fulfilling Tyler’s obligations to City, Tyler agrees that its personnel will not use, copy, alter or disclose such data and will immediately delete all such data from their records and notify Tyler and the City.

Tyler understands that any user identification, password and profile (collectively, “Authorized User ID”) provided to its personnel will allow such personnel to access the City Data. Tyler acknowledges that its personnel shall keep their Authorized User ID confidential and will not divulge such information to any other individual or entity. Tyler agrees that its personnel shall take appropriate measures to protect the privacy of any City Data. If any Tyler personnel suspects that its Authorized User ID has been obtained by another individual, such personnel will immediately inform Tyler and the City so that appropriate action may be taken.

Tyler understands that access of its personnel to City Data may be monitored. Tyler understands that all actions used in connection with the City Data may be saved, searched and audited for compliance. Tyler understands that its personnel do not have any personal privacy rights related to their access of the City Data. Tyler further understands that the City has the right to revoke its personnel access at any time.

Tyler agrees that its personnel will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. Tyler understands that unauthorized use or disclosure of certain types of City Data may subject it to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

Tyler agrees that any personnel accessing the City’s system will not introduce spyware, adware, ransomware, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City’s access to or use of City Data.

Tyler understands that should its personnel violate any provision of this Authorized User Access Agreement, City will discontinue their access to the City Data.

Tyler acknowledges that it has read, understands and agrees with the conditions above, and that the terms of this Authorized User Access Agreement will apply to all its employees with access to the City’s system.

Authorized Tyler Signature

Date





Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-080
Type: Consent Item

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

| | | |
|-------------------------------------|------------------|--------------|
| Technology and Information Services | Michael Marchand | 425-556-2176 |
|-------------------------------------|------------------|--------------|

DEPARTMENT STAFF:

| | | |
|-------------------------------------|--------------|----------------------------|
| Technology and Information Services | Wanda Norman | Technology Project Manager |
|-------------------------------------|--------------|----------------------------|

TITLE:

Approval of IGM Contract to Implement Annual Comprehensive Financial Report (ACFR) with Gravity Software Solution in the Amount of \$91,312

OVERVIEW STATEMENT:

This project will utilize information in the City's financial system of record, Dynamics 365 Finance and Operations, and be capable of generating reports in the format of the Annual Comprehensive Financial Report.

Approval of \$91,312.20 is being requested.

This covers Implementation and Support costs for 2025 as well as annual support renewal for 2026.

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

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
This is part of D365 BR2 Program
- **Required:**
Contracts that exceed \$50,000 require Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
This is coming forward for to gain approval of IGM contract in the amount of \$91,312.20

OUTCOMES:

Streamlined Process: Automation tools simplify the preparation of the ACFR, reducing the time and effort required.

Consistency and Accuracy: Automated data extraction and formatting ensure consistency and accuracy in financial reporting.

Regulatory Compliance: The software ensures compliance with the latest accounting standards and regulations.

Audit Readiness: Enhanced documentation and traceability improve audit readiness and reduce the risk of non-compliance.

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:

\$91,312.20

2025 Cost:

ACFR Implementation Costs - \$28,000

ACFR Builder Ongoing Support Costs for Year 1 $28K * 10.3\% \text{ tax } (\$2,884) = \text{Total Cost of } \$30,884$

2026 Cost:

ACFR Builder Ongoing Support Costs with 5% increase for Year 2

$28K * 5\% (\$1400) = \$29,400 * 10.3\% \text{ tax } (\$3,028.20) = \text{Total Cost of } \$32,428.20$

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

BTIP

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

☒ Yes

☐ No

☐ N/A

If yes, explain:

Ongoing annual renewal \$28,000 of Support starting in 2026 with 5% increase.

Funding source(s):

BTIP - D365 BR2

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|-----------|------------------|------------------|
| 5/20/2025 | Business Meeting | Approve |

Time Constraints:
Contract quote expires on 5/28/2025.

ANTICIPATED RESULT IF NOT APPROVED:

Increased manual workload, delays in financial close, higher risk of errors in financial statements, and increased staff costs due to manual entries.

ATTACHMENTS:

Attachment A - City of Redmond WA - IGM - Gravity SaaS Agreement

| | | | |
|-------------------------|--|--------------------------|---|
| Customer: | City of Redmond - Washington | Service Provider: | IGM Technology Corp |
| Address: | 15670 NE 85th St Redmond, WA USA | Address: | 207 W Plant St Winter Garden, FL |
| Billing Contact: | Wanda Norman Technology Project Manager 425-556-2176 wnorman@redmond.gov | IGM Contact: | Isaac Yermus, Account Executive iyermus@igm.technology 647-996-2140 |

ORDER DETAILS

| | | | |
|--------------------------|----------------|---------------------------------|-----------|
| Order Form #: | O-05149 – 2025 | Subscription Start Date: | |
| Created on: | Mar 28, 2025 | Subscription End Date: | |
| Quote Valid for: | 60 days | Contract length: | 36 months |
| Billing Frequency | Annual | Payment Terms: | Net 30 |

SOFTWARE SERVICES

| <u>Products / Modules:</u> | <u>Description</u> | <u>Start Date</u> | <u>End Date</u> | <u>Annual Fee:</u> |
|--|--|-------------------|-----------------|--------------------|
| <ul style="list-style-type: none"> ACFR Automation Direct Connection Integration | <p>Includes environment setup, provisioning, administrator, interface configuration, and user training.</p> <p>Access includes up to 10 named users.</p> | | | \$28,000 |

PROFESSIONAL SERVICES

| <u>Products / Modules:</u> | <u>Description</u> | <u>Total One-Time Fee:</u> |
|--|---------------------------------|----------------------------|
| <ul style="list-style-type: none"> IGM Gravity Implementation | See details in SOW in Exhibit A | \$28,000 |

BILLING TABLE

| <u>Period</u> | <u>Date</u> | <u>Software Services</u> | <u>Professional Services</u> | <u>Total Services</u> | <u>Notes</u> |
|---------------|-------------|--------------------------|------------------------------|-----------------------|---|
| Year 1 | | \$28,000 | \$28,000 | \$56,000 | Initial Service Term of three (3) years. Annual rate increases are set at 5%. |
| Year 2 | | \$29,400 | | | |
| Year 3 | | \$30,870 | | | |

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2025 (the "Effective Date") between **IGM Technology Corp.** with a place of business at 207 W Plant St. Winter Garden, FL ("Company"), and the Customer listed above ("Customer"). Each of Customer and Company is referred to herein as a "party" and collectively as the "parties". This Agreement includes and incorporates the attached Terms and Conditions, and referenced Exhibits to such, and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence: (1) Gravity Terms and Conditions (2) Exhibit D (3) Exhibit A (4) Exhibit B (5) Exhibit C.

IGM Technology Corp.:

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

City of Redmond, Washington:

By: _____
Name: _____
Title: _____
Email: _____
Address: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services, as defined in the Statement of Work, attached hereto as Exhibit A, in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Services, including any associated software, documentation, or data; modify, translate, or create derivative works based on the Services or any associated materials (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any associated materials for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Each party represents, covenants, and warrants that it will use the Services and perform its obligations under this Agreement in compliance with all applicable laws and regulations.

Customer Indemnification: Customer agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any and all damages, losses, liabilities, settlements, and expenses (including without limitation reasonable attorneys' fees and costs) arising from (i) Customer's use of the Services in violation of this Agreement or applicable law; or (ii) claims alleging that Customer's data, content, or use infringes any third-party rights.

Company Indemnification: Company agrees to indemnify, defend, and hold harmless Customer (including its officers, employees, and agents) from and against any and all damages, losses, liabilities, settlements, and expenses (including without limitation reasonable attorneys' fees and costs) arising from claims that the Services infringe any valid third-party intellectual property rights.

- 2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3 No rights or licenses are granted except as expressly set forth herein.
- 3.4 Company recognizes the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Customer’s compliance with the Public Records Act, and Customer shall not be liable to Company due to Customer’s compliance with any law or court order requiring the release of public records.

4. PAYMENT OF FEES

- 4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. For purposes of this Agreement, the Initial Service Term shall mean the first three (3) years following the Effective Date, unless otherwise specified in the Order Form.

Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform; however, any such increase shall not exceed five percent (5%) over the Service Fees charged in the immediately preceding Term (Initial or Renewal), unless otherwise agreed in writing by the parties. Company may also change the Fees or applicable charges and institute new charges and Fees at the end of the Initial Service Term or any subsequent renewal term, subject to the 5% cap.

If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department. First-year Software Service Fees and Implementation Fees are payable net thirty (30) days after the Effective Date of this agreement. Annual fees are payable net thirty (30) days after the renewal date.

- 4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified on the Quote, and shall be automatically renewed for an unlimited number of one-year periods, each a "Renewal Term" (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2 Termination for Non-Appropriation of Funds: If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the City. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the City, this Agreement shall automatically terminate and the City shall be relieved of any further obligation.
- 5.3 In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' written notice to the other party of a material breach, provided that such breach is not cured within such thirty (30) day period (or without notice in the case of nonpayment). Customer will pay in full all undisputed fees for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will comply with its obligations outlined in Section 14(c) of the Customer's Information Privacy and Security Agreement regarding the return, retention, and destruction of City Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The address for such notices and communications shall be as set forth on the signature page attached hereto.

EXHIBIT A

Statement of Work

The Company will provide the following "Services" and comprehensive training to the following modules:

- **ACFR Automation**
- **Direct Connection Integration**
- **Single Sign-On**

Company's deployment methodology uses an iterative approach to guide our customers through the successful implementation of our products. Drawing on years of experience working with and leading government entities, as well as best practices from both the public and private sectors, we ensure a successful implementation. This methodology demands a high level of focus and engagement from both parties to achieve the desired results

Company will take a similar approach for each module through the implementation.

Phase 1: Discovery and Planning

During the Discovery and Planning phase of the project, Company and the Customer will work together to design a project plan and configuration guide to meet the goals of the Customer. Some of the tasks to be completed during the Discovery and Planning Phase are:

- Contract Signed and Reviewed with Customer
- Agree upon starting date of project
- Kick off of project
- Review current system and identify configuration within Gravity
- Identify any Gaps and proposed solution

Deliverables: Project Plan, Gap Analysis & Resolution Document

After Company and the Customer have agreed on the design of the solution, the configuration can begin. During the configuration phase of the project, Company will take on the task of configuring the system based on the agreed upon design. When questions or concerns arise it will be important for Company and the Customer to review and agree upon updated configuration. Some of the tasks to be completed during the Configuration phase include:

- Data elements, tables, roles, reports, data file extracts, data file import configurations, active directory integration, etc. are configured to meet the Customer's requirements
- Configuration settings have been loaded and system tested
- Configuration settings are available for UAT and Training purposes

- Data will be loaded

Deliverables: A fully operational system that is ready for UAT Testing.

Phase 3: Testing/Training

After the system has been configured and the project leaders feel it is ready for testing, the implementation will move into the testing and training phase. During the testing phase Company and the Customer will prepare a testing plan to ensure the system is working to the design that was agreed upon in phase 1 and configured in phase 2. The Customer will provide Company with a list of any areas that need to be updated to ensure the software is ready to Go-Live.

Phase 2: Configuration

Once the system has been tested and approved, the training of end users can occur. Company will work collaboratively with the Customer on the training needs and develop training materials. Company and/or the Customer will deliver training to end users.

Some of the tasks to be completed during the Testing/Training phase include:

- A User Acceptance Testing (UAT) plan will be created and reviewed in collaboration with the customer.
- The customer will conduct UAT and provide any needed changes or concerns.
- Company will update to ensure successful UAT
- A training plan will be developed and reviewed with the Customer.
- Training will be completed.
- Training materials provided to the Customer

Deliverables: Training Material and UAT Acceptance

The last phase of the project is to Go-Live. Once the configuration has been tested and training complete, the Customer can schedule a Go-Live date. During the Go-Live event Company will support the users with any questions that may arise. Following Go-Live, ongoing support will be provided by the Company's standard support team through its established support channels. Go-Live is expected to be completed within five (5) months from the project start date, contingent upon the Customer providing all required documentation, feedback, and approvals within a reasonable timeframe. The Customer will also provide Company with a list of any areas that need to be updated to ensure the software is ready for Go-Live. Some of the tasks to be completed during the Testing/Training phase include:

- Company and the Customer will agree on a Go-Live Date.
- Communication plan developed for end users
- Company supports the Customer in initial Go-Live and questions answering

Deliverables: Final acceptance from the Customer

Phase 4: Go-Live

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior Term, towards the Service Fees in the next term.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology

EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling IGM’s customer support line or any time by emailing support@igm.technology

EXHIBIT D
INFORMATION PRIVACY, SECURITY AND ACCESS
AGREEMENT

This Information Privacy, Security, and Access Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and *[insert name and address of Consultant]* (“Consultant”) as of the date last signed below (the “Effective Date”) and hereby supplements the attached agreement between City and Consultant (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Consultant pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to exemption from disclosure under Chapter 42.56 RCW.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the sufficiency of which is acknowledged and agreed, the parties agree as follows:

1. Definitions.

a. “Authorized Users” means Consultant's employees, agents, subconsultants and service providers who have a need to know or otherwise access City Data to enable Consultant to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Consultant or given Consultant access to, or that Consultant has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is accessed by, or is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “City software systems” means the systems, solutions (COTS and custom developed), applications and platforms used to support the management, operation and development of City activities.

d. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

e. “Services” means all services, work, activities, deliverables, software or other obligations provided by Consultant pursuant to the Underlying Agreement.

2. Standard of Care.

a. Consultant acknowledges and agrees that, in the course of its engagement by City, Consultant may create, receive, or have access to City Data. Consultant shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Consultant further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Consultant shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Consultant shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

3. User Access to City Data.

a. Consultant shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Consultant may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Consultant's duties to City.

b. If Consultant requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Consultant shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

4. Use of Subconsultants or Agents.

a. Consultant may disclose City Data to a subconsultant and may allow the subconsultant to create, receive, maintain, access, or transmit City Data on its behalf, provided that Consultant obtains satisfactory assurances that the subconsultant will appropriately safeguard the information. Without limiting the generality of the foregoing, Consultant shall require each of its subconsultants that create, receive, maintain, access, or transmit City Data on behalf of Consultant to execute a written agreement obligating the subconsultant to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Consultant with respect to the City Data.

b. Consultant shall be responsible for all work performed on its behalf by its subconsultants and agents involving City Data as if the work was performed by Consultant.

Consultant shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

5. Use, Storage, or Access to, City Data.

a. Consultant shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Consultant shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act [“HIPAA”] or the FBI Criminal Justice Information Services requirements). If Consultant has access to City protected health information, then Consultant must also execute the City’s Business Associate Agreement.

b. Consultant may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Consultant and subject to Section 5.c.

c. Unless specifically authorized in writing by City, Consultant shall not (i) access, store, process, transmit, or create City Data at locations outside the fifty (50) United States of America; (ii) permit viewing access to City Data by Consultant or any of its agents (including any subconsultants) or any other person outside the fifty (50) United States of America through any screen sharing technology such as Remote Desktop Protocol or VMware Remote Console (“VMRC”), or other current or future protocols designed to provide similar functionality; or (iii) provide City Data received from, created, or received by Vendor on behalf of City to any employee or agent, including a subconsultant, if such employee, agent, or subconsultant receives, processes, or otherwise has access to such City Data outside of the fifty (50) United States of America. The prohibitions set forth in this Section 5.c apply not only to Consultant’s data center locations and personnel primarily involved with providing the contracted Services, but equally to any and all data centers and personnel used for resilience or redundancy, backups, log storage, after-hours support, and any downstream partners that may access, store, process, transmit, or create City Data.

6. Privacy.

a. Consultant represents and warrants that in connection with the Services provided by Consultant:

i. All use of City Data by Consultant shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Consultant represents and

warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Consultant's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Consultant creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Consultant's use of such data shall be strictly limited to the direct purpose of the Services and Consultant's technical security operations and systems maintenance. Consultant is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Consultant solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Consultant shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Consultant; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Consultant shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. Information Security. This Section 7 applies to the extent that Consultant owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Consultant represents and warrants that the design and architecture of Consultant's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

b. Consultant shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Consultant shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Consultant, then Consultant shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality

assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Consultant shall have appropriate technical perimeter hardening. Consultant shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Consultant shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Consultant systems shall follow the principal of least privileges.

g. Consultant shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Consultant shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Consultant shall be performed using a secure transfer method.

h. Consultant shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Consultant facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Consultant shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Consultant meet or exceed the requirements set out in this IPSA. Upon written request, Consultant shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Consultant may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Consultant's assessment. Consultant shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Consultant do not meet the requirements set out in this IPSA, then Consultant shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

8. Data Breach Procedures and Liability.

a. Consultant shall maintain a data breach plan in accordance with the criteria set forth in Consultant's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification laws codified at RCW 19.255.010 and RCW 42.56.590. Without limiting the generality of the foregoing, Consultant shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Consultant. Consultant shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Consultant shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Consultant shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Consultant shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Data Breach. Consultant's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law-enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Consultant is not permitted to notify affected individuals without the express written consent of City. Unless Consultant is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. No Surreptitious Code. Consultant warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Consultant further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or

mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

10. Public Records Act. Consultant recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Consultant due to City's compliance with any law or court order requiring the release of public records.

11. City Control and Responsibility. City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

12. Term and Termination.

a. Term. The term of this IPSA is the same as the term in the Underlying Agreement.

b. Termination. In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Consultant, provided that City first sends the Consultant written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Consultant fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Consultant shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Consultant or Consultant's Authorized Users.

c. Effect of Expiration or Termination.

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Consultant shall return to City all City Data in a format and structure

acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Consultant shall comply with any transition service requirements described in the Underlying Agreement.

iii. Consultant is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Consultant's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

iv. Consultant agrees to certify that City Data, including City Data held by subconsultants, has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Consultant or subconsultants, maintain City Data within 45 days of receiving City's request that the City Data be returned, deleted, or destroyed. Consultant shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

13. Insurance. In addition to the insurance requirements of the Underlying Agreement, Consultant will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Consultant's Services include professional services, then Consultant shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Consultant's insurance shall be primary to any other insurance or self-insurance programs maintained by City. Consultant shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Consultant's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Consultant shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Consultant shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Consultant's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Consultant's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Consultant.

14. Cumulative Rights and Remedies. All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Consultant shall supersede any provision in the Underlying Agreement purporting to limit Consultant's liability or disclaim any liability for damages arising out of Consultant's breach of this IPSA.

15. Indemnification. Consultant shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Consultant; (ii) a violation by Consultant of any information security and privacy statute or regulations; or (iii) any Data Breach by Consultant.

16. Miscellaneous.

a. Order of Precedence. This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Consultant's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. Entire Agreement. This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. No Third-Party Beneficiaries. This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ISAdministration@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of

IPSA

City of Redmond

this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

IPSA
City of Redmond

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

Consultant

City of Redmond

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: _____ Name of Consultant: _____

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the "City Data") owned and operated by the City of Redmond ("City") due to my employment by or contractual relationship with _____ ("Consultant").

I agree that I may use the City Data for the sole purpose of Consultant's obligations to City and in a manner that complies with City's Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Consultant's obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, "Authorized User ID") will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Consultant's privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Consultant.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at _____ of any conflict with or violation of the above conditions.

Authorized User Signature

Date



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-081
Type: Consent Item

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

| | | |
|---------|----------------|--------------|
| Finance | Kelley Cochran | 425-556-2748 |
|---------|----------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|----------------|----------------------------|
| Finance | Haritha Narra | Deputy Finance Director |
| Finance | Hailey Zurcher | Financial Planning Manager |

TITLE:

Adoption of an Ordinance for the 2025-2026 Budget Adjustment #1

- a. Ordinance No. 3215: An Ordinance of the City Council of the City of Redmond, Washington, Amending Ordinance No. 3196 by Making Adjustments to the City's 2025-2026 Biennial Budget, in Exhibit 1

OVERVIEW STATEMENT:

An Ordinance amending Ordinance No. 3196 by adjusting the City's 2025-2026 Biennial Budget to recognize new and increased revenue sources, appropriate funds for projects and programs previously approved by Council, and make minor corrections identified throughout the biennium.

General Fund (100): \$222,038

a) Wildland Reimbursement - \$105,763

The Fire Department sent firefighters on a Wildland deployment to California to assist with wildfires. The Department of Natural Resources, DNR, through the Emergency Management Division (EMAC), is reimbursing the Fire Department for the work. The total reimbursement is \$185,763, with \$80,000 already included in the 2025-2026 budget.

b) Department of Commerce World Cup Grant - \$100,000

On January 21, 2025 (AM No. 25-005), City Council approved a grant from the Washington Department of Commerce to promote Tourism in advance of the 2026 World Cup Games.

c) King County Basic Life Support Reimbursements - \$16,275

King County reimburses the City of Redmond for Basic Life Support (BLS) work. The allocations are provided to the City after the budget process is complete, with the final allocation letter presented in December. This adjustment will align the City's BLS expenditure and revenue budgets with the allocations provided by King County.

Fire Equipment Reserve Fund (020): \$416,000

d) Washington State Department of Transportation Grant - \$400,000

On April 1, 2025 (AM 25-047), Council approved a \$400,000 grant from the Washington State Department of Transportation for the purchase of an electric fire engine. The expenditure for the purchase is already included in the 2025-2026 adopted budget.

e) Microsoft One Sound Donation - \$16,000

On April 1, 2025 (AM 25-048), Council approved a \$16,000 donation from Microsoft as part of their 50th anniversary campaign, One Future One Sound. The donation is to be utilized for the purchase of an electric fire engine.

General Government Maintenance Fund (099): \$1,000,000

f) Connecting Housing to Infrastructure Program (CHIP) Grant - \$1,000,000

On April 15, 2025 (AM No. 25-058), City Council approved \$1,000,000 in CHIP funding to contract with Plymouth Housing for Utility Improvement Costs for the Redmon Permanent Supportive Housing development.

Recreation Activity Fund (110): \$229,500

g) King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant - \$229,500

On March 4, 2025 (AM No. 25-030), City Council approved a \$229,500 VSHSL Grant to support Senior Lunch Services at the Redmond Senior & Community Center.

Advanced Life Support (ALS) Fund (122): \$888,655

h) King County Advanced Life Support Reimbursements - \$888,655

King County reimburses the City of Redmond for all Advanced Life Support (ALS) work. The allocations are provided to the City after the budget process is complete, with the final allocation letter presented in December. This adjustment will align the City's ALS expenditure and revenue budgets with the allocations provided by King County.

Transportation Benefit District Fund (150): \$200,000

i) Highway Safety Improvement Program (HSIP) Grant - \$200,000

On March 4, 2025 (AM No. 25-016), City Council approved a \$200,000 HSIP grant awarded by the WSDOT City Safety Program. This grant will fund the Citywide Speed Audit study, which is included in the Local Road Safety Plan.

Transportation Capital Fund (316): \$1,518,000

j) Highway Safety Improvement Program (HSIP) Grant - \$1,518,000

On March 4, 2025 (AM No. 25-015), City Council approved a \$1,518,000 HSIP grant awarded by the WSDOT City Safety Program. This grant will fund the 148th Ave NE Safety Corridor Project, which is a priority project in the Local Road Safety Plan. This project was approved to be added into the CIP during the March 4 City Council meeting.

General Government Capital Fund (319): \$72,500

k) Association of Washington Cities Energy Audit Grant - \$72,500

On March 4, 2025 (AM No. 25-020), City Council approved the acceptance of a \$72,500 grant from the

Association of Washington Cities. This grant will inform energy upgrades and renovations of the Public Safety Building, and support an energy audit of the building.

Stormwater Operating Fund (405): \$338,603

I) Department of Ecology Grant - \$338,603

On March 18, 2025 (AM NO. 25-034), City Council approved a WA State Department of Ecology grant to create a stormwater facility retrofit plan for the High School Creek Watershed. The plans developed through this funding will inform four retrofit construction projects that will help improve habitat conditions and water quality in High School Creek.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Fiscal Policies
- **Required:**
RCW 35A.33.120 Funds-Limitations on expenditures-Transfers and adjustments.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This budget adjustment is necessary to align city financial records to account for Council decisions and corrections to the existing budget.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$4,885,296

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 |
|-----------|--|-------------------|
| 5/13/2025 | Committee of the Whole - Finance, Administration, and Communications | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

All budget adjustments for the 2025-2026 biennium must be approved no later than December 31, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

The adopted budget would not align city financial records with decisions made and corrections in budgeted funds.

ATTACHMENTS:

Attachment A: Ordinance: 2025-2026 Budget Adjustment #1

Attachment B: Summary of 2025-2026 Budget Adjustment #1

NON-CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF REDMOND, WASHINGTON, AMENDING ORDINANCE NO.
3196 BY MAKING ADJUSTMENTS TO THE CITY'S 2025-
2026 BIENNIAL BUDGET, IN EXHIBIT 1.

WHEREAS, the Finance Director has identified the need to make certain revisions to the 2025-2026 biennial City budget; and

WHEREAS, the City Council has reviewed the proposed adjustments to the budget and has determined that they should be made.

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

Section 1. Ordinance No. 3196 adopting the 2025-2026 biennial budget, passed by the City Council on November 19, 2024, is hereby amended to recognize new and increased revenue sources and appropriate funds for projects and programs previously approved by Council.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this _____ day of _____, 20XX.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL P. KENNY, CITY ATTORNEY

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

EXHIBIT 1

Summary of 2025-2026 Budget Adjustments

| Fund Number | Fund Name | 2025-2026 Adopted Budget (Ord 3196) | #1(a) WSDOT Grant - Fire | #1(b) Microsoft OneSound Donation - Fire | #1(c) Wildland Reimbursement | #1(d) WA Commerce Grant - Planning | #1(e) Department of Ecology Grant | #1(f) King County ALS Allocations | #1(h) WA Cities Energy Audit Grant |
|-------------|------------------------------------|---|-----------------------------|--|---------------------------------|--|---|--------------------------------------|--|
| 100 | General Fund | \$ 339,604,752 | \$ - | \$ - | \$ 105,763 | \$ 100,000 | \$ - | \$ 16,275 | \$ - |
| 011 | Arts Activity | 1,086,292 | - | - | - | - | - | - | - |
| 012 | Parks Maintenance & Operations | 4,083,017 | - | - | - | - | - | - | - |
| 013 | Community Events | 1,577,749 | - | - | - | - | - | - | - |
| 019 | Human Services Grant Fund | 7,927,425 | - | - | - | - | - | - | - |
| 020 | Fire Equipment Reserve | 9,278,894 | 400,000 | 16,000 | - | - | - | - | - |
| 021 | Operating Reserve | 9,752,281 | - | - | - | - | - | - | - |
| 025 | COVID Recovery Fund | 313,592 | - | - | - | - | - | - | - |
| 027 | Capital Replacement Reserve | 5,343,965 | - | - | - | - | - | - | - |
| 030 | Business Tax | 21,338,326 | - | - | - | - | - | - | - |
| 031 | Real Property Fund | 1,786,069 | - | - | - | - | - | - | - |
| 035 | Fire Levy Fund | 5,591,744 | - | - | - | - | - | - | - |
| 036 | Police Levy Fund | 9,004,639 | - | - | - | - | - | - | - |
| 037 | Parks Levy Fund | 1,039,474 | - | - | - | - | - | - | - |
| 095 | Parks Maintenance Projects | 6,627,176 | - | - | - | - | - | - | - |
| 096 | Transportation Maintenance Project | 18,981,028 | - | - | - | - | - | - | - |
| 099 | General Governmental Maint | 26,498,144 | - | - | - | - | - | - | - |
| 110 | Recreation Activity | 7,221,324 | - | - | - | - | - | - | - |
| 115 | Development Review | 10,865,715 | - | - | - | - | - | - | - |
| 117 | Cable Access Fund | 104,647 | - | - | - | - | - | - | - |
| 118 | Operating Grants | 4,411,481 | - | - | - | - | - | - | - |
| 122 | Advanced Life Support | 26,173,120 | - | - | - | - | - | 888,655 | - |
| 124 | Fire Donations Fund | 883,165 | - | - | - | - | - | - | - |
| 125 | Real Estate Excise Tax | 40,538,011 | - | - | - | - | - | - | - |
| 126 | Drug Enforcement | 162,015 | - | - | - | - | - | - | - |
| 131 | Tourism (Hotel/Motel Tax) | 2,700,494 | - | - | - | - | - | - | - |
| 140 | Solid Waste Recycling | 4,468,019 | - | - | - | - | - | - | - |
| 150 | Transportation Benefit District | 14,191,779 | - | - | - | - | - | - | - |
| 233 | Non-Voted GO Bonds - Parks | 12,033,020 | - | - | - | - | - | - | - |
| 315 | Parks Capital Projects | 30,592,925 | - | - | - | - | - | - | - |
| 316 | Transportation Capital Project | 75,770,657 | - | - | - | - | - | - | - |
| 319 | General Governmental Capital | 37,332,798 | - | - | - | - | - | - | 72,500 |
| 361 | CFD 2014-1 | 775,537 | - | - | - | - | - | - | - |
| 362 | CFD 2016-1 | 12,182,863 | - | - | - | - | - | - | - |
| 401 | Water/Wastewater | 125,835,398 | - | - | - | - | - | - | - |
| 402 | UPD - Water/Wastewater | 26,150,370 | - | - | - | - | - | - | - |
| 403 | Water/Wastewater Capital Proj | 39,019,901 | - | - | - | - | - | - | - |
| 404 | Wastewater Capital Project | 16,393,572 | - | - | - | - | - | - | - |
| 405 | Stormwater Management | 46,647,647 | - | - | - | - | 338,603 | - | - |
| 406 | Stormwater Management Capital | 67,956,008 | - | - | - | - | - | - | - |
| 407 | UPD - Capital Projects | 17,742,556 | - | - | - | - | - | - | - |
| 408 | UPD Wastewater Capital Project | 19,393,717 | - | - | - | - | - | - | - |
| 501 | Fleet Maintenance | 13,647,662 | - | - | - | - | - | - | - |
| 510 | Insurance Claims & Reserves | 9,295,168 | - | - | - | - | - | - | - |
| 511 | Medical Self Insurance | 41,504,237 | - | - | - | - | - | - | - |
| 512 | Worker's Compensation | 10,505,323 | - | - | - | - | - | - | - |
| 520 | Information Technology | 36,399,461 | - | - | - | - | - | - | - |
| | | \$ 1,220,733,158 | \$ 400,000 | \$ 16,000 | \$ 105,763 | \$ 100,000 | \$ 338,603 | \$ 904,930 | \$ 72,500 |

Notes:

Ordinance #3196 establishing the 2025-2026 budget was approved by Council on November 19, 2024.

EXHIBIT 1

Summary of 2025-2026 Budget Adjustments

| Fund Number | Fund Name | #1(i) HSIP Grant - 148th Safety Corridor | #1(j) HSIP Grant - Citywide Speed Audit | #1(k) King County VSHSL Grant | #1(l) CHIP Grant | Revised 2023-2024 Budget |
|-------------|------------------------------------|--|---|-------------------------------------|---------------------|-----------------------------|
| 100 | General Fund | \$ - | \$ - | \$ - | \$ - | \$ 339,826,790 |
| 011 | Arts Activity | - | - | - | - | 1,086,292 |
| 012 | Parks Maintenance & Operations | - | - | - | - | 4,083,017 |
| 013 | Community Events | - | - | - | - | 1,577,749 |
| 019 | Human Services Grant Fund | - | - | - | - | 7,927,425 |
| 020 | Fire Equipment Reserve | - | - | - | - | 9,694,894 |
| 021 | Operating Reserve | - | - | - | - | 9,752,281 |
| 025 | COVID Recovery Fund | - | - | - | - | 313,592 |
| 027 | Capital Replacement Reserve | - | - | - | - | 5,343,965 |
| 030 | Business Tax | - | - | - | - | 21,338,326 |
| 031 | Real Property Fund | - | - | - | - | 1,786,069 |
| 035 | Fire Levy Fund | - | - | - | - | 5,591,744 |
| 036 | Police Levy Fund | - | - | - | - | 9,004,639 |
| 037 | Parks Levy Fund | - | - | - | - | 1,039,474 |
| 095 | Parks Maintenance Projects | - | - | - | - | 6,627,176 |
| 096 | Transportation Maintenance Project | - | - | - | - | 18,981,028 |
| 099 | General Governmental Maint | - | - | - | 1,000,000 | 27,498,144 |
| 110 | Recreation Activity | - | - | 229,500 | - | 7,450,824 |
| 115 | Development Review | - | - | - | - | 10,865,715 |
| 117 | Cable Access Fund | - | - | - | - | 104,647 |
| 118 | Operating Grants | - | - | - | - | 4,411,481 |
| 122 | Advanced Life Support | - | - | - | - | 27,061,776 |
| 124 | Fire Donations Fund | - | - | - | - | 883,165 |
| 125 | Real Estate Excise Tax | - | - | - | - | 40,538,011 |
| 126 | Drug Enforcement | - | - | - | - | 162,015 |
| 131 | Tourism (Hotel/Motel Tax) | - | - | - | - | 2,700,494 |
| 140 | Solid Waste Recycling | - | - | - | - | 4,468,019 |
| 150 | Transportation Benefit District | - | 200,000 | - | - | 14,391,779 |
| 233 | Non-Voted GO Bonds - Parks | - | - | - | - | 12,033,020 |
| 315 | Parks Capital Projects | - | - | - | - | 30,592,925 |
| 316 | Transportation Capital Project | 1,518,000 | - | - | - | 77,288,657 |
| 319 | General Governmental Capital | - | - | - | - | 37,405,298 |
| 361 | CFD 2014-1 | - | - | - | - | 775,537 |
| 362 | CFD 2016-1 | - | - | - | - | 12,182,863 |
| 401 | Water/Wastewater | - | - | - | - | 125,835,398 |
| 402 | UPD - Water/Wastewater | - | - | - | - | 26,150,370 |
| 403 | Water/Wastewater Capital Proj | - | - | - | - | 39,019,901 |
| 404 | Wastewater Capital Project | - | - | - | - | 16,393,572 |
| 405 | Stormwater Management | - | - | - | - | 46,986,250 |
| 406 | Stormwater Management Capital | - | - | - | - | 67,956,008 |
| 407 | UPD - Capital Projects | - | - | - | - | 17,742,556 |
| 408 | UPD Wastewater Capital Project | - | - | - | - | 19,393,717 |
| 501 | Fleet Maintenance | - | - | - | - | 13,647,662 |
| 510 | Insurance Claims & Reserves | - | - | - | - | 9,295,168 |
| 511 | Medical Self Insurance | - | - | - | - | 41,504,237 |
| 512 | Worker's Compensation | - | - | - | - | 10,505,323 |
| 520 | Information Technology | - | - | - | - | 36,399,461 |
| | | \$ 1,518,000 | \$ 200,000 | \$ 229,500 | \$ 1,000,000 | \$ 1,225,618,454 |

Notes:

Ordinance #3196 establishing the 2025-2026 budget was approved by Council on November 19, 2024.



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-082
Type: Consent Item

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

| | | |
|---------|----------------|--------------|
| Finance | Kelley Cochran | 425-556-2748 |
|---------|----------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|-----------------|----------------------------|
| Finance | Adam O'Sullivan | Financial Services Manager |
| Finance | Haritha Narra | Deputy Finance Director |

TITLE:

Adoption of a Resolution Revising Purchasing Policies and Signing Authorizations

- a. Resolution No. 1604: A Resolution of the City Council of the City of Redmond, Washington, Amending Resolution No. 1503, Section 1) Bidding Thresholds and Authority, and Establishing an Effective Date

OVERVIEW STATEMENT:

The Contract Amendment Approval Policy is being revised for non-Public Works contract amendments if the cumulative value exceeds the threshold and the original contract wasn't routed to Council, or if amendments exceed the threshold and the contract lacks renewal provisions. Renewals under Council-approved contracts with renewal terms remain exempt. The Contract Signing Authority Limits are being updated to base signing authority on total project cost rather than annual cost for all types of purchases. The policy update was discussed with Council and the March 25 Study Session and approved to move forward.

The proposed changes to the signing limit policy that were not agreed upon by Council will be brought back for further discussion later this year.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Purchasing Policy, Resolution No. 1503
- **Required:**

Resolutions require Council approval.

- **Council Request:**
Council requested the City review its purchasing policies and procedures.
- **Other Key Facts:**
N/A

OUTCOMES:

Process and policy improvements will bring efficiencies for staff, City Council, and vendors. Staff continues to advance efforts to improve purchasing processes, and Council will have upcoming opportunities to provide input on proposed updates to the City's boilerplate contracts and contract policy.

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:

\$200,000 (for Purchasing Process Improvements)

- \$75,000 in 2025
- \$125,000 in 2026

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

Budget Offer Number:

297 (Fiscal Accountability)

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|-----------|--|-------------------|
| 3/25/2025 | Study Session | Provide Direction |
| 5/13/2025 | Committee of the Whole - Finance, Administration, and Communications | Provide Direction |

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Resolution

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REDMOND, WASHINGTON, AMENDING RESOLUTION
NO. 1503, SECTION 1) BIDDING THRESHOLDS AND
AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council passed Resolution No. 1503, and now desires to update its procurement policies and establish revised contract approval authority; and

WHEREAS, the City Council desires to amend only Section 1) Bidding Thresholds and Authority. In all other respects, Resolution No. 1503 shall remain unchanged; and

WHEREAS, the City Council desires to revise contract renewal policy for non-Public Works contract amendments; and

WHEREAS, the City Council desires to add a policy for base signing authority on total project cost rather than annual cost for all types of purchases; and

WHEREAS, adopting changes to the procurement policies will ease the administration of procurement efforts; and

WHEREAS, the City Council now desires to institute the revised purchasing policies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Amendment of Resolution. Section 1, Bidding

Thresholds and Authority, of Resolution No. 1503, of the City of Redmond, passed by the City Council on September 18, 2018, is amended as follows:

Purchases shall be made in accordance with the following:

1. For purchases of Operating Supplies & Equipment:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to two hundred thousand dollars (\$200,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding two hundred thousand dollars (\$200,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. The Mayor, or designee, shall execute such contracts.

2. For purchases of Operating Services, Repair and Maintenance, and General Services:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to fifty thousand dollars (\$50,000) shall require written quotations from at least three (3) different vendors to assure that competition is

established. Purchases exceeding fifty thousand dollars (\$50,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. The Mayor, or designee, shall execute such contracts.

3. For purchases of Professional Services (excluding Architectural and Engineering Services) and Professional Technology Services as defined in RCW 39.04.270:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to fifty thousand dollars (\$50,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding fifty thousand dollars (\$50,000) shall require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. For purchases of Professional Technology Services, in accordance with RCW 39.04.270, a formal bidding process is required if a vendor is chosen by competitive negotiation rather than competitive bidding. The Mayor, or designee, shall execute such contracts up to fifty thousand

dollars (\$50,000). The City Council shall award such contracts that exceed fifty thousand dollars (\$50,000).

4. For purchases of Instructional/Artistic Services:

Purchases in an amount of ten thousand dollars (\$10,000) or less shall not require competitive bidding. Purchases in an amount exceeding ten thousand dollars (\$10,000) and up to seventy-five thousand dollars (\$75,000) shall require written quotations from at least three (3) different vendors to assure that competition is established. Purchases exceeding seventy-five thousand dollars (\$75,000) require a formal bidding process. The Mayor, or designee, may waive the competitive process; the rationale for waiving the use of a competitive process must be documented and provided to the Purchasing division prior to contract award. Purchases in an amount exceeding twenty-five thousand dollars (\$25,000) are required to have a cost recovery component, whereby the City recoups its costs through class registrations or other user fees. The Mayor, or designee, shall execute such contracts up to seventy-five thousand dollars (\$75,000). The City Council shall award such contracts that exceed seventy-five thousand dollars (\$75,000).

5. For purchases of Architectural and Engineering Services:

The Mayor, or designee, may contract with an entity that provides roster services and adopt for City use a shared electronic database that maintains a consultant roster for architectural and engineering

services, in accordance with the requirements of RCW 39.80. Firms or persons providing such professional services shall be added to the appropriate roster(s) at any time that they submit a written request and the necessary records.

Purchases in an amount of ten thousand dollars (\$10,000) or less shall require a review of at least one (1) Statement of Qualification. Purchases exceeding ten thousand dollars (\$10,000) shall require an evaluation of at least three (3) Statements of Qualification from the City's consultant roster, or a formal bidding process, in accordance with RCW 39.80. The Mayor, or designee, shall execute such contracts up to fifty thousand dollars (\$50,000). The City Council shall award such contracts that exceed fifty thousand dollars (\$50,000).

6. For purchases of Public Works:

Competitive bidding is not required for purchases up to forty thousand dollars (\$40,000) if a single craft or trade is involved, or up to one hundred sixteen thousand one hundred fifty-five dollars (\$116,155) if more than one craft or trade is involved, or the current statutory bid limits pursuant to RCW 35.23.352. The Mayor, or designee, shall execute and accept such contracts up to forty thousand dollars (\$40,000) for a single craft or trade, or up to one hundred sixteen thousand one hundred fifty-five dollars (\$116,155) for multiple crafts or trades, or the current statutory bid limits

pursuant to RCW 35.23.352.

Pursuant to Section 2 of this resolution, and in accordance with the current statutory bid limit in effect for RCW 39.04.155, purchases up to three hundred thousand dollars (\$300,000) may be made using the small works roster process, or by a formal bidding process. Purchases exceeding three hundred thousand dollars (\$300,000) shall require a formal bidding process. The Mayor, or designee, shall execute and accept such contracts up to three hundred thousand dollars (\$300,000). The City Council shall award and accept such contracts that exceed three hundred thousand dollars (\$300,000).

The Mayor, or designee, shall have the authority to execute change orders for public works contracts. For public works contracts that exceed three hundred thousand dollars (\$300,000), the Mayor or designee may, in his or her discretion, submit a change order for approval to the City Council when the cumulative change orders on the contract would exceed ten percent (10%) of the original contract amount.

7. For contract renewals:

Contract renewals shall not require competitive bidding if the original agreement contained a renewal provision. The Mayor, or designee, shall execute such contract renewals.

If the original agreement did not contain a renewal provision,

bidding and authority requirements shall be followed in accordance with the thresholds specified in this resolution for the applicable purchase type and amount. If the original agreement did not contain a renewal provision, then a contract amendment will need Council approval under the following conditions: (a) if a contract was not initially routed to Council but now the total cumulative contract amount is greater than the Council approval threshold for the purchase type; or (b) if a contract was routed to Council and now the total cumulative amendment amount exceeds the Council approval threshold.

8. For contract award amount:

The contract approval authority will be based on the total project amount, regardless of project length or annual spend.

Section 2. Small Works Roster. The Mayor, or designee, may contract with an entity that provides roster services and adopt for City use a shared electronic database that maintains a small public works roster in accordance with the requirements of RCW 39.04.155. The following small works roster procedures are established for use by the City pursuant to the procedures then in effect for RCW 39.04.155:

1. Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the

estimated cost does not exceed three hundred thousand dollars (\$300,000), or the current statutory bid limit set forth in RCW 39.04.155. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. Number of Rosters. The City may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. The City may also use other electronic rosters through an intergovernmental agreement with an entity that provides roster services. The small works roster(s) may make distinctions between contractors based upon different geographic areas served by the contractor.

3. Contractors on Small Works Roster(s). The small works roster(s) shall consist of all responsible contractors who have requested to be on the roster(s), and where required by law are properly licensed or registered to perform such work in this state. Contractors desiring to be placed on a roster must comply with all roster requirements and maintain current records of any applicable licenses, certifications, registrations, bonding, insurance, and other information on file with the roster. Responsible contractors

shall be added to an appropriate roster at any time that they submit a written request and the necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

4. Publication. At least once a year, the City, or an entity that provides roster services on behalf of the City, shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster(s) and solicit the names of contractors for such roster(s).

5. Telephone, Written, or Electronic Quotations. The City shall obtain telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established, using the rules and procedures defined in RCW 39.04.155. Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), or the current statutory limits set forth in RCW 39.04.155, the City may choose to solicit bids

from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

6. Limited Public Works Process. If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), or the current statutory bid limit then in effect, the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For limited public works projects, the City shall solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster. The City may waive the payment and performance bond requirements of RCW 39.08 and the retainage requirements of RCW 60.28, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

7. Award. The City shall award all contracts to the lowest

responsible bidder as defined in RCW 39.04.010 and RCW 39.04.350. The City reserves the right to reject any and all bids. In accordance with these small works roster procedures, the Mayor, or designee, shall execute and accept such contracts up to three hundred thousand dollars (\$300,000)., or the current statutory bid limit in effect for RCW 39.04.155.

Section 3. Competitive Bidding Exemptions. In accordance with RCW 39.04.280, occasions may arise where competition among potential vendors is not required, including:

1. Emergencies. In the event of an emergency as defined in RCW 39.04.280, the Mayor, or designee, shall declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the City to address the emergency situation. An "emergency" means any unforeseen circumstance beyond the control of the City that either: (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the City Council or the Mayor and duly entered of record no later than two (2) weeks following the award of the contract.

2. Sole Source. As defined in RCW 39.04.280, sole source procurements may be made without soliciting other bids or quotations when: (a) the purchase is clearly and legitimately limited to a single supplier; or (b) there are special facilities or market conditions that result in only one source. The rationale for waiving the use of a competitive process due to a sole source procurement must be documented and provided to the Purchasing Department prior to contract award. The Mayor, or designee, shall execute sole source contracts up to fifty thousand dollars (\$50,000). The City Council shall award sole source contracts that exceed fifty thousand dollars (\$50,000).

Section 4. Intergovernmental Agreements. Pursuant to RCW 39.34, the City may enter into intergovernmental agreements with other localities. In accordance with RCW 39.34.040, all intergovernmental agreements must be listed on the City's website or other electronically retrievable public source.

1. Cooperative Purchasing Agreements. Under RCW 39.34, the City may make purchases using another agency's purchasing contract, in the interest of cooperatively sharing resources. The City may piggyback on other local, state, and federal contracts, as well as various purchasing consortiums, which shall satisfy the City's own bidding requirements. The Mayor, or designee, shall execute cooperative purchasing agreements.

2. Interlocal and Interagency Agreements. Under RCW 39.34, the City may contract with other public agencies to perform governmental activities and deliver public services. The City Council shall award interlocal and interagency agreements.

Section 5. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court or competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this resolution.

Section 6. Effective Date. This resolution will be effective immediately upon passage.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-083
Type: Consent Item

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

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

DEPARTMENT STAFF:

| | | |
|--------------|---------------|------------------------------|
| Public Works | Chris Stenger | Deputy Public Works Director |
| Public Works | Aaron Moldver | Utility Manager |
| Public Works | Peter Hotle | Senior Planner |

TITLE:

Approval of the 2026-2035 Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Interlocal Agreement

OVERVIEW STATEMENT:

Public Works seeks Council's approval for the Mayor to execute the 2026-2035 Lake Washington Cedar/Sammamish Watershed Interlocal Agreement (the WRIA 8 ILA).

This interlocal agreement: 1) provides the structure for the Lake Washington, Cedar/Sammamish Watershed Salmon Recovery Council (the WRIA 8 SRC), 2) authorizes this Council to oversee the implementation of *the Lake Washington Cedar/Sammamish Watershed Chinook Conservation Plan* (the WRIA 8 Conservation Plan), and 3) enables the City to contribute funds to support WRIA 8 salmon conservation activities and support a staff team housed in the King County Department of Natural Resources and Parks, that coordinates regional implementation of the WRIA 8 Conservation Plan.

The Puget Sound Chinook Salmon is listed as "threatened" under the Federal Endangered Species Act. The WRIA 8 Conservation Plan is a federally approved response to this listing. Participation in this ILA helps satisfy the City's legal obligations associated with this listing.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

Redmond 2050 Comprehensive Plan Policies:

- NE-44 Maintain surface water quality necessary to support the protection of native fish and wildlife meeting state and federal standards over the long term.
- NE-45 Restore, protect, and support the biological health and diversity of Water Resource Inventory Area (WRIA) 8 within the city and those natural systems that underpin watershed health and hydrological integrity.
- NE-47 Cooperate regionally with state agencies in developing and implementing watershed management plans, water quality management plans, and monitoring programs.
- **Required:**
Participation in this ILA helps satisfy the City's legal obligation to respond to the listing of Chinook Salmon as "threatened" under the Federal Endangered Species Act
- **Council Request:**
N/A
- **Other Key Facts:**

Redmond is one of 26 local governments (25 cities and Snohomish County) that have signed this interlocal agreement with King County. The City has been a signatory to various versions of this agreement and has been an active member of the WRIA 8 SRC since its inception in 2001. Council President Kritzer is currently the Chair of the WRIA 8 SRC. Public works staff are members of the WRIA 8 Implementation/Technical Committee.

OUTCOMES:

- Continued support for regional implementation of measures to conserve the region's Chinook Salmon.
- Compliance with the Federal Endangered Species Act

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
None Planned.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

This interlocal agreement requires the City to contribute an annual cost share determined by a calculation that considers the jurisdiction's population, assessed value, and jurisdictional area. In 2025, Redmond's cost share is \$33,399. A table showing all ILA partner cost shares for 2025 is provided as an attachment.

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

Budget Offer Number:
0000268

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

The City's cost share comes from City Stormwater Utility Funds

Budget/Funding Constraints:

The ILA specifies that funds must be used to implement the WRIA 8 Conservation Plan by funding staff to coordinate its implementation and by funding actions to complete an annual work plan approved by the WRIA 8 SRC.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|-------------------|
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Time Constraints:

WRIA 8 staff requests that the City approve the 2026-2035 ILA by the end of September 2025.

ANTICIPATED RESULT IF NOT APPROVED:

The City would no longer participate in regional Chinook Salmon conservation efforts and would have to create a unilateral response to the Endanger Species Act listing of this fish species.

ATTACHMENTS:

- A) The 2026-2035 Lake Washington Cedar/Sammamish Watershed (WRIA 8) Chinook Conservation Interlocal Agreement
- B) WRIA 8 ILA Partner Cost Share for 2025
- C) WRIA 8 Factsheets

INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within Water Resource Inventory
Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery and watershed conservation actions, and

WHEREAS, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
 - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
 - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholder*. The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
 - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan* (*WRIA 8 Plan*) as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
 - 1.5. **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
 - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.
 - 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.
 - 2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
- 4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
 - 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
 - 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The

Management Committee shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 The **Management Committee** shall make recommendations to the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the **WRIA 8 Salmon Recovery Council**.

4.3.2 A subset of the **Parties** may, at such subset's sole cost, purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by the **WRIA 8 Salmon Recovery Council** pursuant to Section 4.3 herein.

4.3.3 The level of funding, total resource obligations, and allocation of obligations for the subset of **Parties** that agree to cost share additional services pursuant to Subsection 4.3.2 herein shall be negotiated and determined by those **Parties** purchasing the additional services.

The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.2, and an authorized representative of the **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties** to this Agreement pursuant to Section 4.3.2.

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop and approve an annual budget, establishing the level of funding and total resource obligations

of the **Parties** which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each **Party** or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.
- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider** the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
- 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.2.1 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a "no" vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
- 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
- 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus

or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.

5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.

5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.** The **WRIA 8 Plan** shall be implemented consistent with the following:

6.1 The **WRIA 8 Salmon Recovery Council** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **WRIA 8 Plan**. Recommendations of the **WRIA 8 Salmon Recovery Council** are to be consistent with the purposes of this Agreement. The **WRIA 8 Salmon Recovery Council** may authorize additional advisory bodies on priority topics such as subcommittees and work groups.

6.2 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.

6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the **Parties** for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the updated **WRIA 8 Plan** to any state or federal agency as may be required for further action.

6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further

consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.

- 6.5 The **Parties** agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state, or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each **Party** shall be responsible for meeting its individual financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.4.
- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g., staffing) of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 8. The **Parties** shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget and shall have done so no later than December 1 of each such year.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** Any **Eligible Government** may become a **Party** only with the written consent of all the **Parties**. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs

associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.

9. **TERMINATION.**

9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.

11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party's** agrees that its obligations

under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.

12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
13. **VOLUNTARY AGREEMENT.** This agreement is voluntary and it is acknowledged and agreed that, in entering into this Agreement, no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
16. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

20. **Previous Interlocal:** This Agreement shall repeal and replace the ***Parties'*** previous interlocal agreement, which was expected to terminate on December 31, 2024, and was adopted on or about _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

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SNOHOMISH COUNTY:

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Approved as to form:

CITY OF WOODINVILLE:

By: _____

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Approved as to form:

TOWN OF WOODWAY:

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Approved as to form:

TOWN OF YARROW POINT:

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Exhibit A - WRIA 8 Interlocal Agreement

Regional Watershed Salmon Recovery Funding

WRIA Based Cost-share: WRIA 8 2025

Final ILA Partner Cost Share for 2025 Budget

Approved by WRIA 8 Salmon Recovery Council on September 19, 2024

| WRIA 8 Jurisdiction | Population (Pop) | | Assessed Value (AV) | | Area (Sq. Mi.) | | 2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area) | WRIA 8 Jurisdiction | Previous Cost Share % (2022-2024) | 2024 Cost Share |
|----------------------|------------------|---------------|--------------------------|---------------|----------------|---------------|--|------------------------|---|--------------------|
| Beaux Arts | 315 | 0.02% | \$285,891,000 | 0.04% | 0.08 | 0.02% | 0.03% | \$193 | 0.02% | \$177 |
| Bellevue | 154,600 | 8.91% | \$96,339,979,101 | 13.67% | 33.53 | 7.12% | 9.90% | \$75,283 | 9.75% | \$71,532 |
| Bothell | 49,550 | 2.85% | \$17,957,876,264 | 2.55% | 13.67 | 2.90% | 2.77% | \$21,054 | 2.70% | \$19,849 |
| Clyde Hill | 3,115 | 0.18% | \$4,389,953,700 | 0.62% | 1.06 | 0.22% | 0.34% | \$2,603 | 0.32% | \$2,363 |
| Edmonds | 43,370 | 2.50% | \$16,549,900,400 | 2.35% | 8.97 | 1.91% | 2.25% | \$17,118 | 2.22% | \$16,318 |
| Everett | 33,485 | 1.93% | \$6,381,442,800 | 0.91% | 5.20 | 1.11% | 1.31% | \$9,986 | 1.31% | \$9,604 |
| Hunts Point | 460 | 0.03% | \$1,783,212,000 | 0.25% | 0.29 | 0.06% | 0.11% | \$866 | 0.10% | \$749 |
| Issaquah | 41,290 | 2.38% | \$17,493,815,787 | 2.48% | 12.11 | 2.57% | 2.48% | \$18,843 | 2.40% | \$17,596 |
| Kenmore | 24,230 | 1.40% | \$7,459,653,182 | 1.06% | 6.15 | 1.31% | 1.25% | \$9,533 | 1.24% | \$9,099 |
| Kent | 0 | 0.00% | \$12,761,000 | 0.00% | 0.45 | 0.10% | 0.03% | \$246 | 0.03% | \$234 |
| King County (Uninc.) | 102,707 | 5.92% | \$35,458,579,530 | 5.03% | 163.04 | 34.65% | 15.20% | \$115,568 | 15.14% | \$111,131 |
| Kirkland | 96,920 | 5.58% | \$45,311,849,550 | 6.43% | 17.84 | 3.79% | 5.27% | \$40,057 | 5.08% | \$37,263 |
| Lake Forest Park | 13,660 | 0.79% | \$4,237,895,040 | 0.60% | 3.51 | 0.75% | 0.71% | \$5,409 | 0.72% | \$5,305 |
| Maple Valley | 5,022 | 0.29% | \$1,155,422,680 | 0.16% | 0.94 | 0.20% | 0.22% | \$1,654 | 0.19% | \$1,379 |
| Medina | 2,925 | 0.17% | \$6,866,863,700 | 0.97% | 1.41 | 0.30% | 0.48% | \$3,657 | 0.45% | \$3,308 |
| Mercer Island | 25,800 | 1.49% | \$21,056,678,532 | 2.99% | 6.30 | 1.34% | 1.94% | \$14,732 | 1.89% | \$13,849 |
| Mill Creek | 21,630 | 1.25% | \$6,848,308,200 | 0.97% | 4.68 | 0.99% | 1.07% | \$8,143 | 1.03% | \$7,590 |
| Mountlake Terrace | 23,810 | 1.37% | \$5,911,042,400 | 0.84% | 4.16 | 0.88% | 1.03% | \$7,844 | 0.98% | \$7,158 |
| Mukilteo | 21,221 | 1.22% | \$7,572,645,200 | 1.07% | 5.99 | 1.27% | 1.19% | \$9,046 | 1.19% | \$8,707 |
| Newcastle | 13,610 | 0.78% | \$5,376,208,083 | 0.76% | 4.46 | 0.95% | 0.83% | \$6,324 | 0.81% | \$5,922 |
| Redmond | 77,490 | 4.46% | \$36,605,924,250 | 5.19% | 16.56 | 3.52% | 4.39% | \$33,399 | 4.14% | \$30,393 |
| Renton | 70,904 | 4.08% | \$18,024,891,468 | 2.56% | 14.01 | 2.98% | 3.21% | \$24,382 | 3.21% | \$23,547 |
| Sammamish | 61,452 | 3.54% | \$26,240,200,285 | 3.72% | 19.09 | 4.06% | 3.77% | \$28,694 | 3.60% | \$26,414 |
| Seattle | 556,865 | 32.08% | \$233,153,890,428 | 33.09% | 53.00 | 11.26% | 25.48% | \$193,716 | 27.07% | \$198,707 |
| Shoreline | 61,120 | 3.52% | \$16,722,153,900 | 2.37% | 11.58 | 2.46% | 2.79% | \$21,179 | 2.78% | \$20,370 |
| Sno. Co. (Uninc.) | 213,926 | 12.32% | \$55,882,188,800 | 7.93% | 55.38 | 11.77% | 10.67% | \$81,163 | 10.42% | \$76,445 |
| Woodinville | 13,830 | 0.80% | \$6,429,716,438 | 0.91% | 5.66 | 1.20% | 0.97% | \$7,379 | 0.93% | \$6,810 |
| Woodway | 1,340 | 0.08% | \$1,112,962,100 | 0.16% | 1.09 | 0.23% | 0.16% | \$1,186 | 0.16% | \$1,152 |
| Yarrow Point | 1,135 | 0.07% | \$2,075,804,200 | 0.29% | 0.36 | 0.08% | 0.15% | \$1,108 | 0.13% | \$974 |
| Totals | 1,735,781 | 100.0% | \$704,697,710,018 | 100.0% | 470.56 | 100.0% | 100.0% | \$760,366 | 100.00% | \$733,944 |
| 2025 TOTAL | | | | | | | \$760,366 | | | |

Population:

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.
- Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.
- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

***Assessed Value & Area:**

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value
King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value
Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 FACTSHEET

Making our watershed a place where people and salmon can live together – ten years of progress in WRIA 8

The Lake Washington/Cedar/Sammamish Watershed (also referred to as the Water Resource Inventory Area, or WRIA, 8) partnership has actively worked to protect and restore habitat for threatened Chinook salmon and improve watershed health since 2000. The partnership is comprised of 29 local governments, state and federal agencies, community organizations, businesses, and special purpose districts.

WRIA 8 partners are working together for maximum impact

- Guiding implementation of the watershed's salmon recovery plan and identifying the highest priority activities for local, state, and federal grant funding.
- Ensuring partners are knowledgeable about key issues and policies affecting salmon and the most current science informing recovery efforts.
- Providing opportunities for cross-jurisdictional collaboration on high priority restoration activities and legislative outreach.

What's been accomplished in the last 10 years?

Protecting and restoring habitat

200 Grants with **22** Project sponsors

163 Acres planted in riparian

45.3 Total miles riparian treated

4,228 Pieces of wood installed

70.3 Acres of floodplain reconnected

10 Acres of channel/off-channel connected or added

1.2 Miles of levee removed or set back

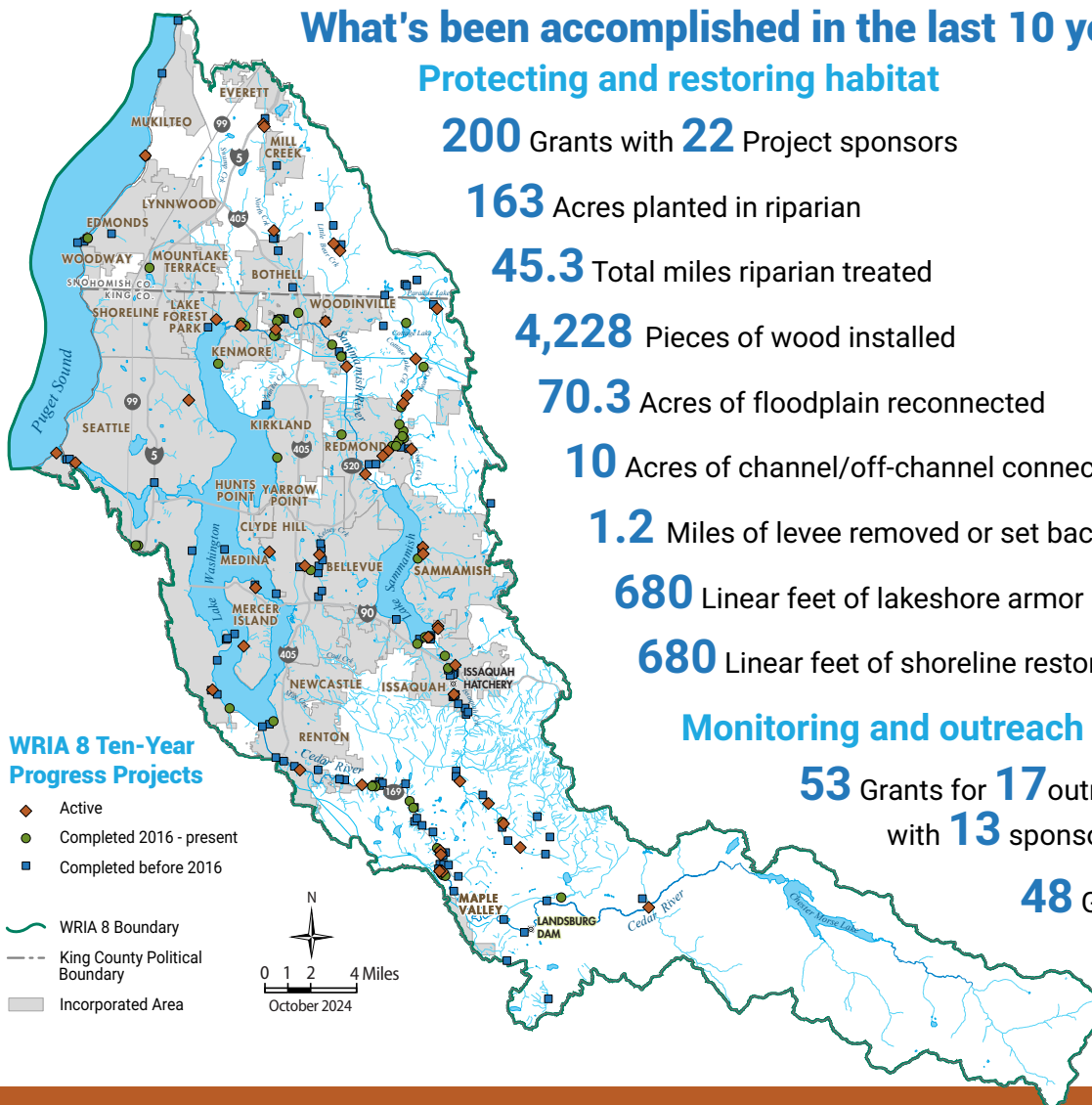
680 Linear feet of lakeshore armor removed

680 Linear feet of shoreline restored

Monitoring and outreach

53 Grants for **17** outreach programs
with **13** sponsors

48 Grants for **26** monitoring
activities and studies
with **10** sponsors



Investing in salmon

| Project Type | Number of Grant Awards | Total Grant Funding Awarded | Total Matching Funds |
|--------------------|------------------------|-----------------------------|----------------------|
| Acquisition | 6 | \$3,312,971 | \$2,972,500 |
| Monitoring | 48 | \$4,634,772 | \$2,325,182 |
| Outreach | 53 | \$1,410,340 | \$2,769,973 |
| Restoration | 93 | \$28,905,326 | \$38,383,693 |
| Grand Total | 200 | \$38,263,409 | \$46,451,348 |

Table includes grant funding directed by the WRIA 8 Salmon Recovery Council through the King County Flood Control District Cooperative Watershed Management grant program, and the state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration grant programs.



Riverbend Floodplain Restoration project, pre-planting (Cedar River)



Riverbend Floodplain Restoration project, one year post-construction (Cedar River)

Project highlight: Riverbend floodplain restoration

King County acquired and restored 52 acres of floodplain and a mile-long stretch of the Cedar River east of Renton. They worked with Seattle Public Utilities to remove failing levees, plant over 23,000 trees and 44,000 shrubs, and create side channels that provide slow-water shallow habitat that is ideal for multiple salmon species. This project also improved resiliency to climate change by relocating residents out of harms way and addressing the increasing risk of flood damage to the Cedar River Trail, State Route 169, and underground utilities including a priority regional fiberoptic trunk line.

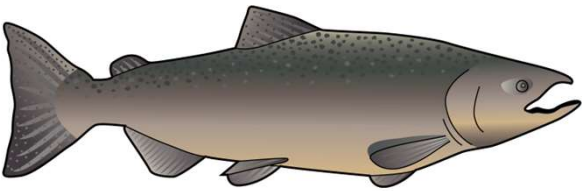


For more information

Jason Mulvihill-Kuntz, Salmon Recovery Manager,
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov
206-477-4780

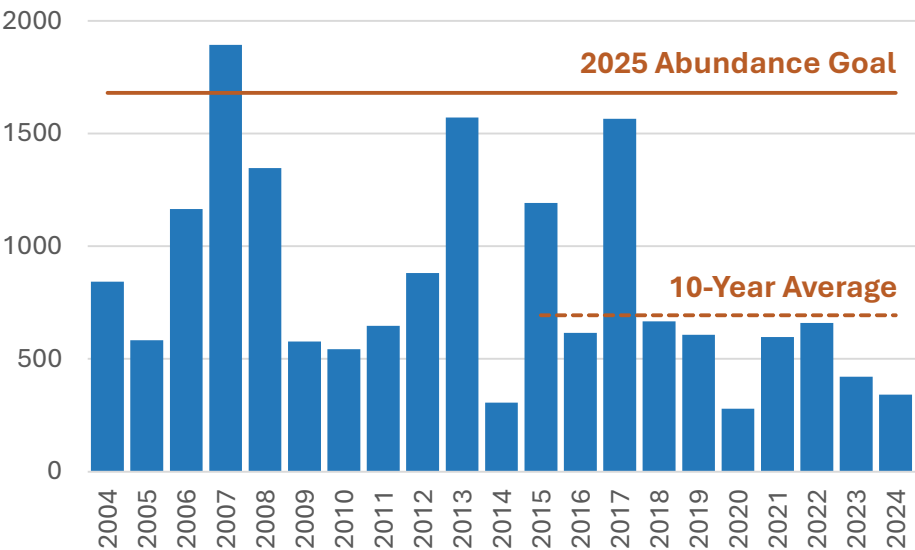
Status of Chinook in the Watershed

WRIA 8 tracks the status and trends of the Cedar River and Sammamish River Chinook salmon populations. Cedar River Chinook are not meeting our adult abundance goal for wild, natural-origin spawners. However, in recent years Chinook returning to the Sammamish Basin consistently meet and exceed the abundance goal for total spawners. Most of the naturally spawning Sammamish Chinook are hatchery salmon.



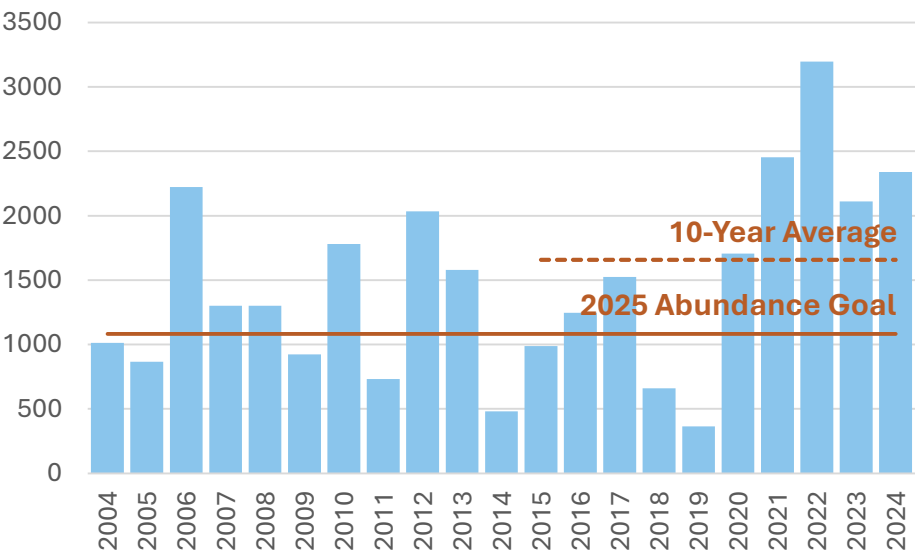
Cedar Population
Adult Spawner Abundance

341* natural-origin Chinook salmon returned to the Cedar River mainstem to spawn in 2024. Only half of the total Cedar spawners were natural-origin in 2024 (53% in 2024; 73% average since 2004).



Sammamish
Population
Adult Spawner Abundance

2,340* total Chinook salmon returned to the Sammamish basin to spawn in 2024. Most Sammamish spawners are hatchery-origin (93% in 2024; 88% average since 2004).



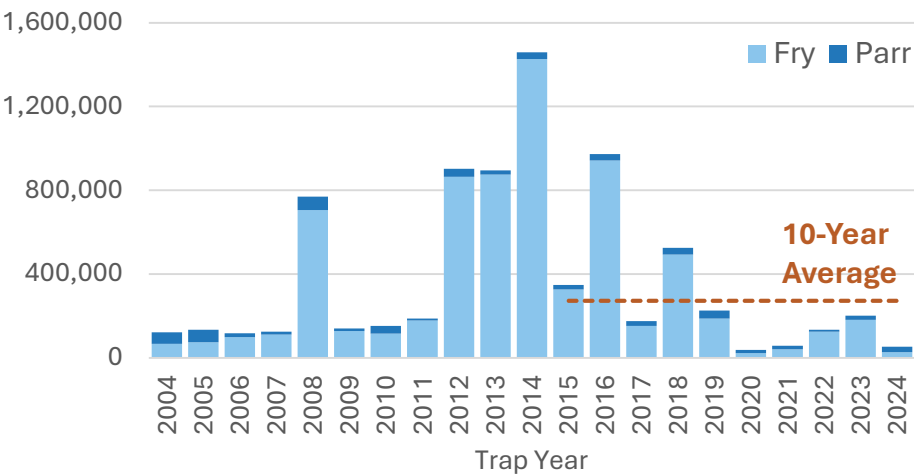
*Annual escapement estimates from Washington Department of Fish and Wildlife. 2024 estimates are preliminary and subject to review.

Status of Chinook in the Watershed

The number of young Chinook migrating down the Cedar River and Bear Creek (offspring of the previous year’s spawning run) declined in 2024. Our goal is to increase the number and proportion of parr (late-season) outmigrants as an indicator of instream rearing capacity.

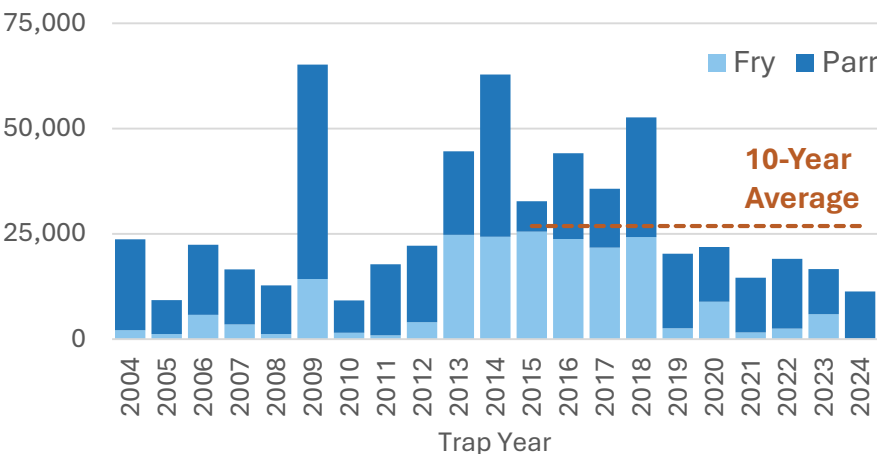
Cedar
Juvenile Abundance

About 52,400* wild juvenile Chinook migrated down the Cedar River in 2024. While the abundance estimate is low and below average, nearly half (49%) of the juveniles were parr migrants, meeting the instream rearing goal for the first time since 2000.



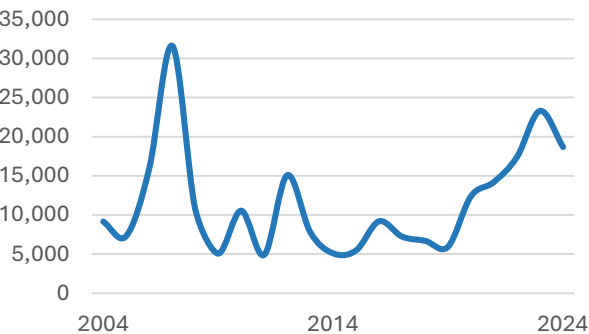
Bear Creek
Juvenile Abundance

About 11,300* wild juvenile Chinook migrated down Bear Creek in 2024. Nearly all (99%) were parr migrants.



*Wild juvenile salmon abundance estimates from Washington Department of Fish and Wildlife. 2024 estimates are preliminary and subject to review.

Adult Chinook Return: Count at the Ballard Locks



Each year WDFW and Muckleshoot Indian Tribe biologists count Lake Washington salmon as they enter freshwater at the Ballard Locks. 18,717 Chinook were counted at the Locks in 2024, the third highest count in 20 years. However, we have seen a growing discrepancy between salmon counted at the Locks and those making it to spawning grounds or the hatchery.

Science Foundation of the WRIA 8 Chinook Conservation Plan

A set of clear strategies based on the best available science guides salmon recovery in WRIA 8. Implementation of strategies should result in measurable improvements in key habitat elements such as: floodplain connectivity, wood in rivers and streams, natural lake shorelines, and areas of cool water refuge. The Technical Committee identifies priority research and monitoring needed to address the greatest stresses and constraints on Chinook salmon and to support key life stages.



Scientist conducts a snorkel survey of juvenile salmon.

Key Constraints to Salmon Recovery in WRIA 8

- Lack of quality floodplain and side channel habitat for instream rearing and refuge.
- Predation by native and non-native fish in lakes Washington and Sammamish and the Ship Canal, with impacts exacerbated by habitat degradation and artificial light at night.
- Physical passage through the Ballard Locks and lethal and sublethal temperatures in the Ship Canal and Sammamish River during adult migration.

WRIA 8 Salmon Recovery Strategies

- **Protect and restore floodplain connectivity**
- **Protect and restore functional riparian vegetation**
- **Protect and restore channel complexity**
- **Restore shallow-water rearing and refuge habitat**
- **Reconnect and enhance creek mouths**
- **Protect and restore cold-water sources and reduce thermal barriers to migration**
- **Improve juvenile and adult survival at the Ballard Locks**
- **Reduce predation on juvenile migrants and lake-rearing fry**
- Remove or reduce impacts of overwater structures
- Remove fish passage barriers
- Protect and restore forest cover and headwater areas
- Provide adequate streamflow
- Restore sediment processes necessary for key life stages
- Restore natural marine shorelines
- Reconnect backshore areas and pocket estuaries
- Protect and restore marine water and sediment quality
- Improve water quality
- Integrate salmon recovery priorities into local and regional planning, regulations, and permitting
- Continue existing and conduct new research, monitoring, and adaptive management on key issues
- Increase awareness of and support for salmon recovery

The Technical Committee identified 8 strategies (bolded) as the most important for reducing critical pressures on the highest priority Chinook life stages.



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-084
Type: Consent Item

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

| | | |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
|------------------------------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|------------------------------------|----------------|--|
| Planning and Community Development | Seraphie Allen | Deputy Director |
| Planning and Community Development | Michael Hintze | Transportation Planning & Engineering Manager |
| Planning and Community Development | LaNaya Taylor | Transportation Demand Management Program Administrator |

TITLE:

Amendment to 2023-24 Go Redmond King County Metro Contract

OVERVIEW STATEMENT:

The City of Redmond and King County Metro have successfully partnered since 1999 in a robust Transportation Demand Management (TDM) program, implemented under the label “Go Redmond.” Go Redmond program services are categorized into four categories: Employer TDM, Residential TDM, Equitable TDM, and TDM Pilot Programs. Go Redmond programming helps businesses meet required goals for the Commute Trip Reduction (CTR) law and Mobility Management Programs (MMP), reducing energy consumption, air pollution, and traffic congestion.

To continue the work through 2025, King County Metro has agreed to extend the remaining \$247,500 of funding and the City provides a funding match of \$357,500. This contract allows Go Redmond to continue offering coordinated TDM products and services through December 31, 2025.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Commute Trip Reduction Program, Washington Clean Air Act, City Comprehensive Plan, Community Strategic

Plan, Transportation Master Plan

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

OUTCOMES:

This contract continues to advance the shared objectives of the City and Metro to reduce drive-alone trips, thereby gaining users of transit, vanpool, carpool, biking, and walking. Go Redmond programming helps businesses meet required goals for the Commute Trip Reduction (CTR) law and Mobility Management Programs (MMP), reducing energy consumption, air pollution, and traffic congestion.

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:

247,500 funded by King County Metro and \$357,500 of City contributions

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

Budget Offer Number:

0000310 - Mobility of People and Goods

Budget Priority:

Vibrant and Connected Community

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

If yes, explain:

\$357,500 in City matching funds

Funding source(s):

118-Operating Grants. The Operating Grants Fund accounts for grants which are largely related to reducing congestion on the roadway.

Budget/Funding Constraints:

This agreement would fund products and services through December 31, 2025.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|----------|--|------------------|
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Approve |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|---|----------------------------|------------------|
| Click and select a date, or click and press delete if none. | None proposed at this time | N/A |

Time Constraints:

Existing contract is expired. Metro has agreed to allow us to date the agreement for January 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If the proposed Interlocal agreement is not approved, we would not receive \$247,500 in funding from King County Metro for Go Redmond programming. Staff would have to adjust community expectations at a lower level of program service. Go Redmond programming would have to limit residential and employer incentivizing initiatives and not expand partnerships, such as pilot first/last mile solutions for Redmond community members.

ATTACHMENTS:

Attachment A: 2023-24 Go Redmond KCM Contract

Attachment B: WSDOT Terms and Conditions

Attachment C: Conflict of Interest Form

CONTRACT AMENDMENT

Contract Title: 2023-2024 City of Redmond Transportation Demand Management Agreement

Contractor: City of Redmond

Contract No.: SR-0000195743
CPA 6393980

Address: 15070 NE 85th St
PO Box 97010
Redmond, WA 98073-9710

Amendment No.: 1

AMENDMENT EFFECTS

- ☐ Change of Scope
- ☒ Contract Extension
- ☐ Add Additional funds
- ☒ Terms and Conditions

King County Metro contracted the City of Redmond through a subrecipient agreement to provide

Transportation Demand Management (TDM) services to help people use sustainable transportation options and reduce drive-alone travel in Redmond.

Contract Amendment 1 includes:

In accordance with Section 2 of Contract CPA 6393980 this Contract Amendment is entered into by and between King County and the City of Redmond.

The Purpose of this Contract Amendment is to modify the terms of the Contract. Now, therefore, the parties agree to modify the Contract as follows:

1. Extend the term of the Contract through December 31, 2025;
2. Update the following contract terms:

a. Replace the Agreement introduction, pages 1-2, paragraphs 2-5:

Whereas, the County has obligated a grant from the Federal Transit Administration (FTA) (Award 118156 | WA-2020-087-00) Congestion Mitigation and Air Quality Improvement program ("CMAQ"), awarded to the County on August 31, 2020 for a total award amount of \$9,988,278; and

Whereas, the grant is for multi-modal transportation project planning and demonstration programs, in order to reduce drive-alone vehicle travel and increase high occupancy vehicle use to help reduce energy consumption, air pollution and traffic congestion. This is not a research and development grant and there is no indirect cost rate for this award. The Assistance Living Number for this grant is 20.507, Urbanized Area Formula Funding Program and the County intends to use up to \$247,500 of these grant funds as a sub-award to the City for work performed in accordance with the terms and conditions of this Agreement; and not for research and development purposes. There will be no indirect costs charged to this award.

Whereas, such projects and programs include strategies known as transportation demand management (“TDM”) which may encompass incentives, outreach, promotions, website development and maintenance, materials and services that facilitate travel by public transportation, shared rides, bicycling, walking and teleworking; and

Whereas, the City, will not enter into any subrecipient agreements; and

b. Replace Sections 1-5:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and the County that will help both Parties realize their respective TDM objectives. This Agreement also creates a mechanism to allow the County to reimburse the City for costs incurred to perform the tasks and implement the programs described in the Scope of Work (“SOW”), as set forth in Exhibit A, which is attached and incorporated herein. In consideration of the City’s performance of the tasks and responsibilities set forth in the SOW, the County will provide the City up to \$247,500 in grant funds.

2. AGREEMENT TERM AND MODIFICATIONS

This Agreement shall be effective as of January 1, 2023, upon signature by both Parties, and shall remain in effect unless otherwise terminated through December 31, 2025, extended from December 31, 2024. If mutually agreed, the Agreement may be extended by written amendment for up to an additional two (2) years. Exhibits and attachments may be modified at that time as mutually agreed by the Parties. Any extension shall be made in writing in accordance with Section 14 of the Agreement. The County will enter into or extend this Agreement only on the condition that all City accounts with the County are current.

3. CITY’S RESPONSIBILITIES

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work required as related to program performance associated with the SOW in Exhibit A. The program tasks, timelines and budget are stated in Exhibit A.

4. COUNTY’S RESPONSIBILITIES

The County will reimburse the City for actual costs incurred to satisfactorily perform the tasks and implement the Program as provided for in the SOW. In no event shall the total reimbursement made by the County to the City for work performed pursuant to this Agreement exceed \$247,500 (the “Reimbursement Cap”).

5. INVOICE AND PAYMENT PROCEDURES

The City shall submit completed invoice(s) to the County detailing expenses, quarterly activities, outcomes and metrics within thirty (30) calendar days following each quarter’s end. The County shall pay the City within fifteen (15) calendar days after the County has received completed invoices.

In no event will the total amount of the initial investment and quarterly payments exceed the Reimbursement Cap specified at Section 4 of this Agreement without the Parties mutually agreeing to amend this Agreement in accordance with Section 14 of the Agreement.

c. Replace Section 6; Part A, Numbers 1-4, and 6; Part E; and Parts H-J:

6. FEDERAL REQUIREMENTS

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto or incorporated herein by this reference:

1. 2 CFR Part 200.300 through 2 CFR Part 345, contained in Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>.
2. 2 CFR Part 200.400 through 2 CFR Part 200.475, contained in Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The text is available at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>.
3. The requirements and obligations imposed on a “Recipient” under the applicable provisions of the FTA Master Agreement. The Master Agreement text is available at: <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-31-may-2-2024>.
4. The requirements of FTA Circular 5010.1E Project Administration and Management. Circular 5010.1E text is available at: <https://www.transit.dot.gov/regulations-and-programs/fta-circulars/award-management-requirements-circular>.
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions.]The text is attached as Exhibit B.

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the related exhibits in each contract and subcontract the City awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

H. Because the County is sub-granting \$30,000 or more of pass-through Federal Transit Administration funds, the County must comply with the reporting requirements of The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282., as amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be reported and the County hereby agrees to report sub-award data into the website www.USASpending.gov via www.fsr.gov.

- a. Location of the City (physical address(es), including congressional district(s)); City of Redmond City Hall, 15070 NE 85th St, PO Box 97010, Redmond, WA 98073-9710; Congressional District: WA-1 and
- b. Place of performance (physical address(es), including congressional district(s)); City of Redmond City Hall, 15070 NE 85th St, PO Box 97010, Redmond, WA 98073-9710; Congressional District: WA-1 and

I. The City’s Commercial and Government Entity (CAGE) number is 4EPL9.

J. The City agrees to provide the County with a copy of its Title VI implementation plan in accordance with FTA Circular 4702.1B, Chapter III, Section 11 and update it every three years.

d. Replace Section 7, Parts 7.1, 7.3, and 7.4:

7. DISPUTE RESOLUTION PROCESS

7.1 Designated Dispute Resolution Representatives. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

| For the County | For the City |
|--|--|
| Daniel Row Market Innovation Interim Managing Director Metro Transit Department 201 South Jackson Street, M/S KSC-TR-0411 Seattle, WA 98104 (206) 477-5788 daniel.rowe@kingcounty.gov | Michael Hintze Transportation Planning and Engineering Manager 15070 NE 85th St PO Box 97010 Redmond, WA 98073-9710 (425) 553-8495 mhintze@redmond.gov |

7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate City Administrator or her/his designee and the General Manager of the County's Metro Transit Division or her/his designee shall confer and exercise good faith to resolve the dispute.

7.4 In the event the City Administrator and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

e. Replace Section 9, Part 9.7

9. LEGAL RELATIONS

9.7 Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any work related to the Program using funds provided under this Agreement.

f. Replace Section 13:

13. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

g. Replace Section 17:

17. CONTRACT MANAGEMENT

The contact persons for the management of this Agreement (the “Contract Managers”) are identified and their contact information is provided herein and may be updated by either Party for their agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers’ information shall state the effective date of said update.

| Contract Manager | King County | City of Redmond |
|-------------------------|--|--|
| Contact Name | Trevor Goodloe | LaNaya Taylor |
| Title | Project/Program Manager II Transportation Demand Management Market Innovation Section King County Metro | TDM Program Administrator City of Redmond |
| Address | 201 S. Jackson St. M/S KSC-TR-0411 Seattle, WA 98104 | 15070 NE 85th St PO Box 97010 Redmond, WA 98073-9710 |
| Telephone | (206) 263-8389 | (425) 556-2482 |
| E-Mail | tgoodloe@kingcounty.gov | LTaylor@redmond.gov |

h. Replace Section 18, Parts 18.1 and 18.4:

18. RECORDS RETENTION AND AUDIT

- 18.1 During the progress of the work and for a period of not less than six (6) years from the date of final payment by the County, the City shall keep available for inspection and audit by the County and the federal government the records pertaining to the Agreement and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Agreement will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Agreement, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 18.4 Unless already published and available at the federally appointed online, accessible audit reporting database the City agrees to submit to the County, a copy of the City's Single Audit report when requested by the County for sub recipient monitoring purposes.

i. Add Attachment F: Conflict of Interest Clause and Form

j. Add Attachment G: WSDOT Terms and Conditions

All other provisions of the Contract, as previously modified, shall remain in full force and effect. This Amendment shall be effective as of the date signed by King County below.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED WHEN COUNTERSIGNED BY KING COUNTY.

King County, Washington

By

Title

Date

Contractor

By

Title

Date

ATTACHMENT G

WSDOT Terms and Conditions

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in the WSDOT Public Transportation State Grant Programs Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-grant> which by this reference is incorporated herein as if fully set forth in this AGREEMENT.

Section 8

Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Section 5, Sections 8 through 20, and Section 27 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9

Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. Failure to meet any of the above-identified report submittal timelines may result in the CONTRACTOR being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in Section 5 - General Compliance of Agreement of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the CONTRACTOR from receiving future PT Rideshare grant funds in the next biennium.

Section 10

Energy Credit

If CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a

like program, in relation to assets acquired or constructed with funding from this AGREEMENT, as public transportation is vital in reducing the carbon intensity of Washington's transportation system by providing alternative travel options and providing a cost-effective means to reduce greenhouse gas emissions, the CONTRACTOR agrees to reinvest those monies into service, projects or programs that support public transportation and the reduction of greenhouse gas emissions. Such investments will be consistent with the state's public transportation grant programs.

Section 11

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 12

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 13

Ethics

A. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 14

Civil rights

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 15

Compliance with Laws and Regulations

A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW.

B. Additionally, the CONTRACTOR agrees to comply with the following as applicable:

1. SB 5974 Move Ahead Washington
2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
3. RCW 70A. 65.260 Climate Commitment ACT.

C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 16

Environmental and Regulatory Requirements

The CONTRACTOR agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The CONTRACTOR agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 17

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project(s) either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project(s). The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project(s) shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project(s).

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project(s), including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 18

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project(s) and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project(s) as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 19

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project(s) work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

Section 20

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project(s) in accordance with the provisions of this AGREEMENT.

Section 27

Limitation of Liability

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of the WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by

CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

ATTACHMENT F

Conflict of Interest Clause

A. General Requirements

The Subrecipient shall maintain written standards of conduct covering conflicts of interest. These standards must apply to the performance of employees engaged in the selection, award, and administration of contracts supported by a federal award. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved.

A conflict of interest arises when any of the following has a financial or other interest in or a tangible personal benefit from a firm considered for a contract:

- The employee, officer, or agent.
- Any member of the employee's immediate family.
- The employee's partner.
- An organization which employs or is about to employ any of the parties listed above.

The Subrecipient's officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, where the Subrecipient has determined that the financial interest is not substantial or the gift is an unsolicited item of nominal value, the Subrecipient may provide for exceptions to this rule in its conflict-of-interest policy.

B. Mandatory Disclosure

The Subrecipient must disclose in writing any potential or actual conflict of interest to the Pass-through Entity (PTE) in accordance with applicable federal laws and regulations. Additionally, any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award must also be disclosed.

Failure to disclose conflicts of interest or criminal violations could result in termination of the agreement, disallowance of costs, or other remedies in accordance with 2 CFR 200.339.

C. Remedial Actions

If a conflict of interest is discovered during the course of the agreement, the Subrecipient agrees to take immediate steps to resolve the conflict, including, but not limited to:

- Disqualification of the employee, officer, or agent involved in the conflict from further participation in the contract or award process.
- Possible termination of the contract or subcontract in question.
- Additional internal controls or oversight to prevent future conflicts.

D. Organizational Conflicts

In addition to the personal conflicts of interest listed above, the Subrecipient shall also avoid any organizational conflicts of interest. An organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a federal award action.

Conflict of Interest Disclosure Form

Federal Grant Program Information

- **Federal Awarding Agency:** FTA
- **Pass-through Entity (PTE):** King County Metro
- **Subrecipient Name:** City of Redmond
- **Federal Award Identification Number (FAIN):** WA-2020-087-00
- **Grant/Contract Name:** TDM Corridor Strategies Supporting Centers, and Regional Park-and-Ride TDM Activities and Access Improvements/2023-2024 City of Redmond Transportation Demand Management Agreement

Subrecipient Information

- **Name of Employee/Officer/Agent Disclosing Conflict:** LaNaya Taylor
- **Position/Title:** Program Administrator
- **Phone Number:** 425-556-2482
- **Email Address:** LTaylor@redmond.gov

Section 1: Disclosure of Potential Conflict of Interest

Please check the appropriate box that applies to your situation:

☒ I hereby declare that, to the best of my knowledge, I have no conflicts of interest to report in relation to my participation in this federal award.

☐ I hereby declare that I, or an immediate family member, or an organization with which I have a personal or financial relationship, may have a potential or actual conflict of interest in relation to my participation in this federal award.

Section 2: Nature of Potential or Actual Conflict of Interest

If you have a potential or actual conflict of interest, please provide details below. Include the names of individuals and/or organizations involved, the nature of the conflict, and any financial or personal interest that may be affected by your role in this federal grant or contract.

- **Details of the Conflict:**
- **Names of Individuals/Organizations Involved:**
- **Relationship to Employee/Officer/Agent:**



Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-085
Type: Consent Item

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

| | | |
|------------------------------------|---------------|--------------|
| Planning and Community Development | Carol Helland | 425-556-2107 |
|------------------------------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|------------------------------------|-------------------|---------------------------------|
| Planning and Community Development | Michael Hintze | Transportation Planning Manager |
| Planning and Community Development | Francesca Liburdy | Senior Transportation Planner |
| Planning and Community Development | Seraphie Allen | Deputy Director |

TITLE:

Eastside Transportation Partnership (ETP) Interlocal Agreement

OVERVIEW STATEMENT:

The Eastside Transportation Partnership (ETP) has approved an updated operating agreement and procedures. The ETP is the forum established for elected official within the Eastside of Lake Washington to provide input on decisions and recommendations to King County Metro, Sound Transit, Puget Sound Regional Council, and other regional agencies. ETP- and its lead agency, King County Metro-requests that all jurisdictions involved approve the interlocal agreement. The purpose of the agreement and operating procedures establish rules to conduct the business of ETP.

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

REQUESTED ACTION:

☐ **Receive Information** ☐ **Provide Direction** ☒ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - **Redmond 2050, FW-TR-1:** Plan, design, build, operate, and maintain a safe transportation system that advances an equitable, inclusive, sustainable, and resilient community by providing for the mobility and access needs of all.
 - **Redmond 2050, FW-TR-2:** Maintain the transportation system in a state of good repair for all users
 - **Redmond 2050, FW-TR-3:** Complete the accessible and active transportation, transit, freight, and street networks identified in the Transportation Master Plan in support of an integrated and connected transportation system.
 - **TR-14:** Prioritize transportation investments that reduce household transportation costs, such as

investments in transit, bicycle and pedestrian system access, capacity, and safety.

- **TR-16:** Prioritize the comfort, safety, and convenience of people using pedestrian and bicycle facilities over other users of the transportation system. Establish standards for bicycle and pedestrian facilities to attract users of all ages and abilities. Prioritize improvements that address safety concerns, connect to centers or transit, create safe routes to school, and improve independent mobility for those who rely disproportionately on the pedestrian and bicycle network
- **Redmond 2050, FW-TR-4:** Plan, design, build, operate, and maintain a transportation system that supports the City's sustainability principles.
- **Redmond 2050, FW-TR-5:** Influence regional transportation decisions and leverage regional transportation investments in support of Redmond's transportation policy objectives.
- **Redmond 2050, FW-EV-2:** Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation, and recreation choices, as well as a healthy natural environment.
- **Redmond 2050, FW-LU-2:** Ensure that the land use pattern in Redmond meets the following objectives:
 - Reflects the community values of sustainability, resilience, and equity and inclusion;
 - Advances sustainable land development and best management practices and a high-quality natural environment;
 - Promotes development sufficiently away from environmentally critical areas;
 - Encourages a mix of uses that create complete neighborhoods ;
 - Maintains and enhances an extensive system of parks, trails, and open space;
 - Supports and encourages flexible places for a resilient and adaptive economy that includes a mix of research, retail, health, technology, and manufacturing uses;
 - Ensure the siting and delivery of public infrastructure and community services to support preferred land use pattern; and
 - Promotes sufficient density for development pattern and urban design that enable people to readily use a variety of accessible and active forms of travel including but not limited to walking, rolling, bicycling, transit.

Redmond 2050, FW-CR-1: Develop partnerships and programs to rapidly and equitably reduce greenhouse gas emissions and create a thriving, climate resilient community.

- **Required:**

As this is an interlocal agreement, it is required that Council reviews and approves for adoption by the lead agency.

- **Council Request:**

N/A

- **Other Key Facts:**

ETP is one of three transportation boards in King County and covers the area East of Lake Washington. It provides a forum to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions. Currently, the City is an ETP member with full voting rights and is represented by two Council members. The revised agreement-substantially similar to the current agreement-will continue the operation of ETP.

OUTCOMES:

The ETP is the forum established for the Eastside of Lake Washington in King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:

- Administrative issues, such as additional members and use of dues.
- Identification of projects for the regional competition, if prescribed by the process approved by the King

County caucus of the Puget Sound Regional Council Transportation Policy Board.

- Recommendations to Sound Transit on policies and capital and service plans and implementation.
- Recommendations to King County on Metro Transit planning, development and implementation of products and services.
- Recommendations to WSDOT on policies, programs, and projects.
- Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
- Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
- Letters of support for transportation projects.

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:

ETP requires an annual dues fee from each voting member of \$100 per member. Redmond has two members, therefore the total cost is \$200 annually.

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

Budget Offer Number:

0000310 - Mobility of People & Goods

Budget Priority:

Vibrant and Connected

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 |
|----------|--|-------------------|
| 5/6/2025 | Committee of the Whole - Planning and Public Works | Provide Direction |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------|------------------------------------|------------------|
| | No meetings proposed at this time. | N/A |

Time Constraints:

The interlocal agreement requires that participating member agencies approve prior to adoption by the lead agency.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City of Redmond would lose the opportunity to participate in ETP.

ATTACHMENTS:

Attachment A - 2025 ETP Agreement

Attachment B - 2025 ETP Operating Procedures

Eastside Transportation Partnership Agreement

Parties to Agreement

City of Bellevue
City of Bothell
City of Issaquah
City of Kenmore
City of Kirkland
City of Mercer Island
City of Newcastle
City of Redmond
City of Renton
City of Sammamish
City of Woodinville
King County
Small Cities
 Town of Beaux Arts Village
 City of Clyde Hill
 Town of Hunts Point
 City of Medina
 Town of Yarrow Point
Snoqualmie Valley Cities
 City of Carnation
 City of Duvall
 City of North Bend
 City of Snoqualmie

Transmitted to parties for approval and signature October 12, 2021.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as “Bellevue”; the CITY OF BOTHELL, hereafter known as “Bothell”; the CITY OF ISSAQUAH, hereafter known as “Issaquah”; the CITY OF KENMORE, hereafter known as “Kenmore”; the CITY OF KIRKLAND, hereafter known as “Kirkland”; THE CITY OF MERCER ISLAND, hereafter known as “Mercer Island”; the CITY OF NEWCASTLE, hereafter known as “Newcastle”; the CITY OF REDMOND, hereafter known as “Redmond”; the CITY OF RENTON, hereafter known as “Renton”; the CITY OF SAMMAMISH, hereafter known as “Sammamish”; the CITY OF WOODINVILLE, hereafter known as “Woodinville”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as “Beaux Arts”; the CITY OF CLYDE HILL, hereafter known as “Clyde Hill”; the TOWN OF HUNTS POINT, hereafter known as “Hunts Point”; the CITY OF MEDINA, hereafter known as “Medina”; the TOWN OF YARROW POINT, hereafter known as “Yarrow Point”; the CITY OF CARNATION, hereafter known as “Carnation”; the CITY OF DUVAL, hereafter known as “Duvall”; the CITY OF NORTH BEND, hereafter known as “North Bend”; the CITY OF SNOQUALMIE, hereafter known as “Snoqualmie”; as members of the Eastside Transportation Partnership;

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their residents; and

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects, and programs for the area East of Lake Washington in King County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies, and priorities for countywide, regional, state, and federal transportation decisions.

2.0 Members and Voting

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such as additional members and use of dues.
2. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
3. Recommendations to Sound Transit on policies and capital and service plans and implementation.
4. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
5. Recommendations to WSDOT on policies, programs, and projects.
6. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
7. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
9. Letters of support for transportation projects.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs, and projects.
2. Recommendations to the PSRC on plans, policies, programs, and projects, such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.
3. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

| Full Voting Members | Number of Representatives/Votes |
|---|--|
| Bellevue | 2 |
| Bothell | 2 |
| Issaquah | 2 |
| Kenmore | 2 |
| Kirkland | 2 |
| Mercer Island | 2 |
| Newcastle | 2 |
| Redmond | 2 |
| Renton | 2 |
| Sammamish | 2 |
| Woodinville | 2 |
| Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point | 2 (shared) |
| Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie | 2 (shared) |
| King County | 3 |
| Limited Voting Members | Number of Representatives/Votes |
| Snohomish County | 1 |

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) or co-chairs shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures.

5.0 Lead Agency

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas, and rooms; collecting, administering, and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s) or co-chairs; attending Partnership meetings; and preparing Partnership meeting summaries.

6.0 Financing and Cost Sharing Guidelines

6.1 Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.

6.2. Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.3 Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the Eastside Transportation Partnership at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2027, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2028 and ending no later than December 31, 2029.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

13.0 Legal Relations

13.1 The parties shall comply with all applicable state and federal laws and regulations.

13.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

13.3 Each party shall defend, indemnify and hold harmless the other parties and their respective officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by another party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other parties only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against another party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

14.0 Entirety and Modifications

14.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

City of Bellevue
By: _____

Date: _____

City of Bothell
By: _____

Date: _____

City of Issaquah
By: _____

Date: _____

City of Kenmore
By: _____

Date: _____

City of Kirkland
By: _____

Date: _____

City of Mercer Island
By: _____

Date: _____

City of Newcastle
By: _____

Date: _____

City of Redmond
By: _____

Date: _____

City of Renton
By: _____

Date: _____

City of Sammamish
By: _____

Date: _____

City of Woodinville
By: _____

Date: _____

King County
By: _____

Date: _____

Town of Beaux Arts Village
By: _____

Date: _____

City of Clyde Hill
By: _____

Date: _____

Town of Hunts Point
By: _____

Date: _____

City of Medina
By: _____

Date: _____

Town of Yarrow Point
By: _____

Date: _____

City of Carnation
By: _____

Date: _____

City of Duvall
By: _____

Date: _____

City of North Bend
By: _____

Date: _____

City of Snoqualmie
By: _____

Date: _____



Eastside Transportation Partnership (ETP) Operating Procedures

Updated _____

The purpose of these procedures is to establish rules of procedure consistent with the provisions of the adopted agreement to guide the conduct of business of the Eastside Transportation Partnership (ETP).. These procedures shall be reviewed and revised as needed.

EASTSIDE TRANSPORTATION PARTNERSHIP (ETP)

1. Purpose: The ETP shall serve as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and establish priorities for implementing transportation projects and programs on the Eastside of Lake Washington. Our vision is an efficient, safe system for moving people, goods and communities.
2. Mission: On behalf of East King County communities, Eastside Transportation Partnership advocates for multi-modal-mobility solutions through policy, planning and project priority recommendations.
3. Role: The ETP is the forum established for the Eastside of Lake Washington in King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:
 - A. Administrative issues, such as additional members and use of dues.
 - B. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Puget Sound Regional Council Transportation Policy Board.
 - C. Recommendations to Sound Transit on policies and capital and service plans and implementation.
 - D. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
 - E. Recommendations to WSDOT on policies, programs, and projects.
 - F. Recommendations to the PSRC on plans, policies, programs, and projects such as the Regional Transportation Plan updates and regional funding policies, strategies, or programs.

- G. Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- H. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.
- I. Letters of support for transportation projects.

4. Membership and Voting Rights:

The voting members of **ETP** and their voting rights shall be as follows:

| Voting Members | Number of Reps./Votes | Voting Rights | | | | |
|-------------------------------------|-----------------------|----------------------------------|----------------------------|----------------------------|-----------------------------------|--------------------|
| | | Membership and Dues ¹ | Sound Transit ² | Metro Transit ³ | Regional Competition ⁴ | Other ⁵ |
| Bellevue | 2 | Yes | Yes | Yes | Yes | Yes |
| Bothell | 2 | Yes | Yes | Yes | Yes | Yes |
| Kirkland | 2 | Yes | Yes | Yes | Yes | Yes |
| Issaquah | 2 | Yes | Yes | Yes | Yes | Yes |
| Mercer Island | 2 | Yes | Yes | Yes | Yes | Yes |
| Newcastle | 2 | Yes | Yes | Yes | Yes | Yes |
| Redmond | 2 | Yes | Yes | Yes | Yes | Yes |
| Renton | 2 | Yes | Yes | Yes | Yes | Yes |
| Kenmore | 2 | Yes | Yes | Yes | Yes | Yes |
| Sammamish | 2 | Yes | Yes | Yes | Yes | Yes |
| Woodinville | 2 | Yes | Yes | Yes | Yes | Yes |
| Small Cities Coalition | 2 (shared) | Yes | Yes | Yes | Yes | Yes |
| Snoqualmie Valley Cities | 2 (shared) | Yes | No | Yes | Yes | Yes |
| King County | 3 | Yes | Yes | Yes | Yes | Yes |
| Snohomish County (<i>LIMITED</i>) | 1 | No | No | No | No | Yes |
| | | | | | | |
| Votes Req. for Quorum: | | 15 | 15 | 15 | 15 | 16 |

The non-voting members of **ETP** shall be as follows:

| Non-Voting Member | Number of Representatives |
|-------------------|---------------------------|
| Sound Transit | 1 |

¹Administrative issues, such as additional members and use of dues

²Recommendations to Sound Transit on policies and capital and service plans and implementation

³Recommendations to King County Metro Transit on policies and capital and service plans and implementation

⁴Identification of projects for the regional competition, if prescribed by process approved by the King County caucus of the Transportation Policy Board

⁵Other recommendations including

- Recommendations to WSDOT on policies, programs and projects.
- Recommendations to the PSRC on plans, policies, programs and projects such as the Transportation 2040 update and regional funding policies, strategies or programs.
- Recommendations to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
- Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

| | |
|--|---|
| PSRC | 1 |
| WSDOT | 1 |
| TIB | 1 |
| Community Transit | 1 |
| Port of Seattle | 1 |
| Washington State Transportation Commission | 1 |

Voting membership in ETP should be limited to jurisdictions located within ETP's existing boundaries, which currently extend into southern Snohomish County and include Duvall. Members representing local jurisdictions shall be elected officials selected by their respective jurisdictions for a one-year term. Alternates shall be designated in writing. Designated alternates may vote in place of designated representatives in the absence of the designated representative. When designated representatives are present, designated alternatives may still sit at the table if space is available. A designated alternate shall not take the place, and assume the voting rights, of a designated representative at the table unless the designated representative permanently leaves the meeting.

A. Parliamentary Procedure:

1. Robert's Rules of Order Newly Revised will be the default parliamentary procedure used to conduct ETP meetings, with inclusion of the following provisos.
2. In any conflict between the Procedures and Robert's Rules, the Procedures shall govern.
3. The Chair will be allowed to participate in debate.
4. No speakers "for" or "against" will be required on a motion.
5. A quorum of fifty percent (50%) plus one (1) of voting members shown in the voting rights table in Section IV is required for ETP to vote on any motion at a meeting.
6. To achieve a majority vote, abstentions are not counted and do not impact the outcome. Only votes cast in the affirmative and negative are considered to determine the majority position.
7. The Chair will be responsible for acting as, or designating, a parliamentarian.

B. Voting:

Representation: Voting members are to represent their respective jurisdictions in stating positions and voting on issues and recommendations. If only one representative from a jurisdiction is present and there are no designated alternates present, the attending representative may wield both of the jurisdiction's votes.

- 1.
2. ETP Positions: It is ETP's intent to bring positions forward with consensus.
3. Action Items: Items to be addressed or voted on at the next ETP meeting shall be announced at the prior regular meeting, so that respective jurisdictions will have an adequate opportunity to seek input from their colleagues and/or staff, except as allowed under Emergency Action. Special notification of announced, upcoming action items shall be transmitted to each member and jurisdiction to arrive within three business days of the meeting where the announcement was made.
4. Emergency Action: Emergency Action can be taken with approval of two thirds of voting members to suspend this requirement and take action on an issue in the same meeting that it was introduced.
5. Adoption and Amendment of Procedures: ETP may, by a majority of those voting members present at a regular meeting, may adopt or amend its procedures as it determines necessary. Action to approve or amend procedures shall be introduced at one meeting and scheduled for action at a subsequent meeting.

C. Officers:

1. Chair and Vice Chair(s): The Chair and Vice Chair(s) shall be elected by a majority of the voting representatives on the ETP, and each shall be a representative of a voting member county or city. The Chair and Vice Chair(s) shall be responsible for:
 - a. Setting the meeting agendas,
 - b. running meetings,
 - c. conducting and ensuring fair opportunity for discussion, and
 - d. signing correspondence and speaking on behalf of ETP.

If the Chair is absent from a meeting, a Vice-Chair shall serve as the Acting Chair.

2. ETP may elect Co-Chairs who share the responsibilities listed in this section.
3. Term of Office: One year.

4. Vacancy in Officer Positions: In the event of a vacancy in the position of Chair or Vice-Chair, the ETP may appoint a voting-member(s) to fill that vacancy on an interim basis until such time as a new officer(s) is/are elected. Interim appointments are to be made by majority vote of those ETP members present at a regular meeting where the appointee is also present.
 - D. Meeting Schedule: The regular meeting date for the Eastside Transportation Partnership shall be the second Friday of the month, from 8:00 a.m. to 9:30 a.m. The Chair, in his or her discretion, may revise the date or length of a meeting with reasonable advance notice based on the expected agenda, or to respond to critical deadlines for ETP input. All jurisdiction staff shall support meetings that are requested in addition to the regular monthly business meeting.
 - E. Meeting Location: ETP meetings may be hybrid through a public online option and/or at an appropriate location within the Eastside. If meetings are unable to be in person due to unforeseen external circumstances, meetings may be held virtually online with appropriate notice to members.
 - F. Agendas and Materials: The agenda package, including the agenda and minutes of the previous meeting, shall be distributed in advance of the meeting. Additional materials may be included in the agenda packet.
 - G. Subcommittees:
 1. Formation: ETP may establish subcommittees to study issues and develop recommendations for consideration by the full body. Subcommittees may include non- voting members or staff, but only voting members and limited voting members shall vote in accordance with Section IV. Subcommittees shall be selected by the Chair from volunteers or as the Chair requests.
 2. Actions: Subcommittees shall seek to develop recommendations by consensus.
5. ETP Actions:
- A. Types of Actions ETP Can Take: With a majority vote of those voting members present, the Partnership can adopt resolutions in support of member jurisdictions; or regional activities, authorize studies or approve correspondence and requests for information.

- B. Minority Statements: Any individual voting member shall have the right at the time of a vote to request that a statement of a minority position be included in ETP communications or otherwise distributed with an approved ETP statement.

6. Other

- A. Standard Agenda: The ETP agenda shall follow this standard format unless unusual circumstances require a different arrangement.

1. Call to Order
2. Reports and Communications
3. Public Comment: At the Chair's discretion, comments may be taken from the public. The Chair should call on members of the public wishing to make comments. Public comment should be germane to the purview of ETP and limited to two minutes.
4. Review and Approval of the Minutes of the Previous Meeting
5. Major Agenda Topics (one or two topics; time must be allowed for Partnership questions and discussion.)
6. Good of the Order

- B. Staff Support:

1. Lead Staffing Agency: King County will be the Staffing Agency through the end of the term of the Eastside Transportation Partnership Agreement.
2. Responsibilities: The Staffing Agency will provide general administrative and program support for the ETP.
 - a. maintaining the membership rosters and distribution lists;
 - b. arranging for meetings, including scheduling, agendas and rooms;
 - c. collecting, administering and disbursing dues;
 - d. providing meeting support to the chair(s) or co-chairs and vice chair(s);
 - e. attending meetings; and
 - f. preparing meeting summaries.

- C. Other Support: Each member jurisdiction is expected to contribute such staff as is necessary to accomplish agreed upon tasks.

- D. Cost Sharing Guidelines:

1. Annual Review of Financing: The Eastside Transportation Partnership shall determine by June 30 of each year whether annual dues of \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year. Additionally, King County will provide the Eastside Transportation Partnership a status update on funds collected and funds remaining by June 30 of each year.
2. Yearly Dues: The Lead Agency may bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership, and included in the operating procedures. Revenue from dues shall be used for refreshments, room rentals, speaker fees, special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.
3. Additional financial contributions: If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for other than King County to recuse itself from further financial obligations. Recused members, or by a method as determined by action of the ETP, may not vote on determining the additional financial contribution or uses for the additional funds.
4. Modification to Agreement Required: If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-086
Type: Consent Item

Approval of the 2025 Committee of the Whole Work Plans



Redmond
WASHINGTON

Committee of the Whole -
Planning and Public Works

2025 Work Plan

Presiding Officer: Councilmember Melissa Stuart

Directors: Carol Helland, Planning and Community Development; Aaron Bert, Public Works

| Quarter | Planning and Community Development | Public Works |
|---|--|--|
| 1 Jan. Feb. Mar. | <p>Updates</p> <ul style="list-style-type: none">• Safer Streets Action Plan• Transportation Master Plan• One Redmond Annual Report <p>New Items</p> <ul style="list-style-type: none">• Redmond 2050: 2025 Code Package Parts 1 & 2• 2024 Amendments to King County Countywide Planning Policies• Joint meeting with Planning Commission• Urban Centers Parking Study <p>Contracts/Agreements</p> <ul style="list-style-type: none">• Consultant agreement for the Design of 156th Ave Shared Use Path• Tourism Public Relations consultant contract• Grant Acceptance for Citywide Speed study• Grant acceptance for World Cup | <p>Updates</p> <ul style="list-style-type: none">• 2024 CIP Review/ 2025 CIP Way Forward <p>New Items</p> <ul style="list-style-type: none">• Temporary Construction Dewatering Code Amendments <p>Contracts/Agreements</p> <ul style="list-style-type: none">• Sound Transit RTS O&M Agreement• 2025 On-Call Agreements |



Redmond
WASHINGTON

Committee of the Whole -
Planning and Public Works

2025 Work Plan

| | | |
|--|---|--|
| | <ul style="list-style-type: none">• 154th Ave Preservation Grant• Trail Lease Agreement amendments for Overlake Village and Redmond Technology Station Bridges• ARCH 2025-26 Budget and Workprogram and Housing Trust Fund Recommendations• One Redmond Annual Contract• 148th Ave NE Safety Corridor project <p>Ordinances/Resolutions</p> <ul style="list-style-type: none">• Transportation Master Plan correction | |
| 2 Apr. May Jun. | <p>Updates</p> <ul style="list-style-type: none">• Transportation Master Plan• Process Improvement Effort (permit streamlining)• World cup preparations• Tenant Protections Subcommittee <p>New Items</p> <ul style="list-style-type: none">• Housing Monitoring• Neighborhood Plans• Growth Center Certification• Regulations for Mixed-Use Zones• Urban Center Parking Plans• 2025-26 Commute Trip Reduction Plan | <p>Updates</p> <ul style="list-style-type: none">• Transportation Benefit District Update• MOC Rebuild Update• 2nd Quarter CIP Status Update <p>New Items</p> <ul style="list-style-type: none">• Summary of Fleet Study Recommendations• Asset Management 101• Public Works RMC Code Changes - Intro (APWA Accreditation) <p>Contracts/Agreements</p> <ul style="list-style-type: none">• MOC Owner's Representative Consultant Agreement |



Redmond
WASHINGTON

Committee of the Whole -
Planning and Public Works

2025 Work Plan

| | | |
|--|---|--|
| | <ul style="list-style-type: none">Redmond 2050: 2025 Code Package - Design StandardsMFTE residential targeted areas <p>Contracts/Agreements</p> <p>Ordinances/Resolutions</p> <ul style="list-style-type: none">Safer Streets Action Plan adoption | <ul style="list-style-type: none">MOC Design/Builder Consultant Agreement <p>Ordinances/Resolutions</p> <ul style="list-style-type: none">Middle Housing Amendments to RMC Ch.13 & 15 |
| 3 Jul. Aug. Sept. | <p>Updates</p> <ul style="list-style-type: none">Transportation Master PlanHousing MonitoringSmall Business SurveyTenant Protections Subcommittee <p>New Items</p> <ul style="list-style-type: none">2025 Annual Comprehensive Plan annual docketAnnual RZC Amendments <p>Contracts/Agreements</p> <ul style="list-style-type: none">2025-26 Annual Business Passport (ORCA Card) ProgramGrant acceptance for the Circulator and Shared Parking Pilot (if awarded) <p>Ordinances/Resolutions</p> | <p>Updates</p> <ul style="list-style-type: none">3rd Quarter CIP Status UpdateResolution 1599 Update <p>New Items</p> <ul style="list-style-type: none">Paired Watershed Study Outcomes BriefingCurb Management Plan/Citywide Speed Study/ADA Transition Plan StatusPFA's Monitoring and Treatment Plan Status <p>Contracts/Agreements</p> <ul style="list-style-type: none">Solid Waste Contract Change Over - Check-in <p>Ordinances/Resolutions</p> <ul style="list-style-type: none">RMC Code Updates to Title 13 (APWA Accreditation)RMC Code Updates to Title 1-9 (APWA Accreditation) |



Redmond
WASHINGTON

Committee of the Whole -
Planning and Public Works

2025 Work Plan

| | | |
|---|--|--|
| 4 Oct. Nov. Dec. | <p>Updates</p> <ul style="list-style-type: none">• Transportation Master Plan• Housing Monitoring• World Cup preparations• Process Improvement Effort (permit streamlining)• Tenant Protections Subcommittee <p>New Items</p> <p>Contracts/Agreements</p> <p>Ordinances/Resolutions</p> <ul style="list-style-type: none">• Annual Impact fee indexing | <p>Updates</p> <ul style="list-style-type: none">• MOC Rebuild Status Update• 156th Shared Use Path Status Update <p>New Items</p> <ul style="list-style-type: none">• Redmond Underground Pipe Infrastructure - Strategies for Replacement• Enhanced Street Sweeping Watershed Study Results <p>Contracts/Agreements</p> <p>Ordinances/Resolutions</p> |
|---|--|--|



Redmond
WASHINGTON

Committee of the Whole –
Finance, Administration, and Communications

2025 Work Plan

Presiding Officer: Councilmember Steve Fields

Directors: Malisa Files, Executive; Kelley Cochran, Finance; Michael Marchand, Technology and Information Services (TIS); Cathryn Laird, Human Resources

| Quarter | Executive/ Communications | Finance | TIS | Human Resources |
|---|---|---|--|---|
| 1 Jan. Feb. Mar. | Updates <ul style="list-style-type: none"> Quarterly Communications Update Contracts/Agreements <ul style="list-style-type: none"> REDI Contract Crisis Communication Contract | Updates <ul style="list-style-type: none"> Quarterly Overtime Report 2025-2026 Budget Process: Feedback Survey for Council Fiscal Policies Long Range Financial Strategy Special Meetings: <ul style="list-style-type: none"> 2023 Financial Audit Entrance Conference 2023 Finance Audit Exit Conference As Needed: <ul style="list-style-type: none"> 2025-2026 Budget Adjustments Real Property Items | Updates <ul style="list-style-type: none"> TIS Strategic Plan update Customer Care program update | Updates <ul style="list-style-type: none"> Update on anticipated 2025 decisions from HR work plan |
| 2 | Updates | Updates | Updates | Updates <ul style="list-style-type: none"> If Necessary: |



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Finance, Administration, and Communications

2025 Work Plan

| | | | | |
|--------------------------------------|---|--|--|---|
| Apr. May Jun. | <ul style="list-style-type: none">• Quarterly Communications Update• Council community outreach | <ul style="list-style-type: none">• 2025-2026 Budget Process: Feedback Survey for Council – Results Follow-Up• Quarterly Overtime Report• Fiscal Policies• Long-Range Financial Strategy• Beginning Fund Balances/Cleanup/Adjustment <p>Special Meetings:</p> <ul style="list-style-type: none">• 2024 Financial Audit Entrance Conference• 2024 Finance Audit Exit Conference <p>As Needed:</p> <ul style="list-style-type: none">• 2025-2026 Budget Adjustments• Real Property Items | <ul style="list-style-type: none">• BTIP project status update• Technology infrastructure update | <ul style="list-style-type: none">○ Mid-year pay plan/classification changes○ Human Capital Management (Workforce Dimensions) status update○ Union tentative agreements approvals |
| 3 Jul. Aug. Sept. | <p>Updates</p> <ul style="list-style-type: none">• Quarterly Communications Update• REDI Update | <p>Updates</p> <ul style="list-style-type: none">• Quarterly Overtime Report• Fiscal Policies• Long Range Financial Strategy | <p>Updates</p> <ul style="list-style-type: none">• BSOL program update <p>New Items</p> <ul style="list-style-type: none">• EDM/GIS Program Overview | <ul style="list-style-type: none">• Benefit changes approval (tentative)• Human Capital Management (Workforce Dimensions) status update |



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2025 Work Plan

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|---|---|---|---|---|
| | | <ul style="list-style-type: none">Reappointments to CFD 2014-01 Board of Supervisors <p>As Needed:</p> <ul style="list-style-type: none">2025-2026 Budget AdjustmentsReal Property Items | | |
| 4 Oct. Nov. Dec. | <p>Updates</p> <ul style="list-style-type: none">Quarterly Communications UpdateREDI Update | <p>Updates</p> <ul style="list-style-type: none">Updates to Property Tax OrdinanceBusiness License Fee OrdinanceQuarterly Overtime ReportFiscal PoliciesLong Range Financial Strategy <p>New Items</p> <ul style="list-style-type: none">2027-2028 Budget Process <p>As Needed:</p> <ul style="list-style-type: none">2025-2026 Budget AdjustmentsReal Property Items | <p>Updates</p> <ul style="list-style-type: none">BTIP project status updateTIS Security & Compliance program update | <p>Updates</p> <ul style="list-style-type: none">Human Capital Management (Workforce Dimensions) update/go-live status updatePolicy revisions approvalCOLA/Pay Plan/Classification changes approvalUnion tentative agreements approvals |



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Committee of the Whole -
Public Safety and Human Services

2025 Work Plan

Presiding Officer: Councilmember Osman Salahuddin

Directors: Chief Darrell Lowe, Police; Chief Adrian Sheppard, Fire; Carol Helland, Planning

| Quarter | Police | Fire | Planning (Human Services) |
|---|--|--|---|
| 1 Jan. Feb. Mar. | Updates <ul style="list-style-type: none"> Speed Safety Cameras New Items <ul style="list-style-type: none"> Contracts/Agreements <ul style="list-style-type: none"> Ordinances/Resolutions <ul style="list-style-type: none"> RMC 10.25 Amendment | Updates <ul style="list-style-type: none"> Medic One/EMS Levy Fire Prevention 2024 Performance Report New Items <ul style="list-style-type: none"> Contracts/Agreements <ul style="list-style-type: none"> FEMA Subrecipient Agreement WSDOT Grant Approval Ordinances/Resolutions <ul style="list-style-type: none"> Microsoft Donation with Ordinance to Accept | Updates <ul style="list-style-type: none"> New Items <ul style="list-style-type: none"> Contracts/Agreements <ul style="list-style-type: none"> Ordinances/Resolutions <ul style="list-style-type: none"> |
| 2 Apr. May Jun. | Updates <ul style="list-style-type: none"> Q1 Police Activity Report Guns 4 Gift Cards New Items <ul style="list-style-type: none"> 2024 Annual Report | Updates <ul style="list-style-type: none"> Quarterly Overtime Report New Items <ul style="list-style-type: none"> Apparatus Leasing Proposed Agreement | Updates <ul style="list-style-type: none"> New Items <ul style="list-style-type: none"> |



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Committee of the Whole -
Public Safety and Human Services

2025 Work Plan

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|---|---|--|--|
| | <ul style="list-style-type: none">WATPA Grant Acceptance (if necessary) <p>Contracts/Agreements</p> <ul style="list-style-type: none">King County Marine PatrolLWSD CRO Contract <p>Ordinances/Resolutions</p> <ul style="list-style-type: none"> | <ul style="list-style-type: none">Fire Prevention Fee StudyFlex PCNQuarterly Fire/EMS Activity Report <p>Contracts/Agreements</p> <ul style="list-style-type: none">Lease of Space for Medic One Operations <p>Ordinances/Resolutions</p> <ul style="list-style-type: none"> | <p>Contracts/Agreements</p> <ul style="list-style-type: none">CDBG 2025 approval (for consent)CHIP Grant acceptance (for consent)Apricot MOU with City of Bellevue and City of KirklandSevere Weather ILA with King County Regional Homelessness Authority <p>Ordinances/Resolutions</p> <ul style="list-style-type: none"> |
| <p>3</p> <p>Jul.</p> <p>Aug.</p> <p>Sept.</p> | <p>Updates</p> <ul style="list-style-type: none">Q2 Police Activity ReportAlternative Crisis Response Update <p>New Items</p> <ul style="list-style-type: none"> <p>Contracts/Agreements</p> <ul style="list-style-type: none">King County JailFFIT Grant Renewal <p>Ordinances/Resolutions</p> | <p>Updates</p> <ul style="list-style-type: none">Fire Functional PlanQuarterly Fire/EMS Activity ReportBi-Annual Prevention Performance Report <p>New Items</p> <ul style="list-style-type: none">2024 Annual Report <p>Contracts/Agreements</p> <ul style="list-style-type: none"> | <p>Updates</p> <ul style="list-style-type: none">Community Health Dashboard ReviewSTEP Housing <p>New Items</p> <ul style="list-style-type: none"> <p>Contracts/Agreements</p> <ul style="list-style-type: none">Severe Weather ILA with King County Regional Homelessness Authority (if not completed in Q2) |



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Committee of the Whole -
Public Safety and Human Services

2025 Work Plan

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|---|---|--|---|
| | <ul style="list-style-type: none">• | Ordinances/Resolutions <ul style="list-style-type: none">• Medic One/EMS Levy (2026-2031) Proposed Resolution | Ordinances/Resolutions <ul style="list-style-type: none">• |
| 4 Oct. Nov. Dec. | Updates <ul style="list-style-type: none">• Alternative Crisis Response Update New Items <ul style="list-style-type: none">• Contracts/Agreements <ul style="list-style-type: none">• SCORE Jail Ordinances/Resolutions <ul style="list-style-type: none">• | Updates <ul style="list-style-type: none">• Quarterly Overtime Report• End of Year Budget Check-In• Quarterly Fire/EMS Activity Report New Items <ul style="list-style-type: none">• Contracts/Agreements <ul style="list-style-type: none">• Consultant Services for Medic One (Dr. Adrian Whorton)• MHP Contract Extension Ordinances/Resolutions <ul style="list-style-type: none">• | Updates <ul style="list-style-type: none">• Strategic Plan update, next steps• STEP Housing New Items <ul style="list-style-type: none">• Contracts/Agreements <ul style="list-style-type: none">• Public Defense Indigency Screening Ordinances/Resolutions <ul style="list-style-type: none">• |



Redmond
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Committee of the Whole –
Parks and Environmental Sustainability

2025 Work Plan

Presiding Officer: Councilmember Angie Nuevacamina

Directors: Loreen Hamilton, Director, Parks; Zach Houvener, Deputy Director, Parks; Lisa Maher, Deputy Director, Executive

| Quarter | Parks | Executive |
|---|---|--|
| 1 Jan. Feb. Mar. | <p>Updates</p> <ul style="list-style-type: none">• Redmond Lights• Capital Facilities Plan• Community Garden• Dog Park• Tree Mitigation <p>New Items</p> <ul style="list-style-type: none">• Building Security Strategic Plan <p>Contracts/Agreements</p> <ul style="list-style-type: none">• City-Wide Mail Services Contract• Grant approval – VSHSL Senior Lunch• Grant approval – NRPA Walk with Ease• Instructional Service Contracts over \$75k• Capital Facilities Plan Amendment | <p>Updates</p> <ul style="list-style-type: none">• ESAP Implementation Quarterly Update <p>New Items</p> <ul style="list-style-type: none">• ESAP Refresh Update <p>Contracts/Agreements</p> <ul style="list-style-type: none">• |



Redmond
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Committee of the Whole -
Parks and Environmental Sustainability

2025 Work Plan

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| 2 Apr. May Jun. | <p>Updates</p> <ul style="list-style-type: none">• CRSVM Implementation• Event Permitting Plan• Capital Facilities Plan• RSCC One Year• RCC III• Tree Canopy Implementation Plan• Teen Facility Update <p>New Items</p> <ul style="list-style-type: none">• Derby Days Programming Plan• Teen Services Engagement• ERC Implementation Plan• Cultural Arts Plan and Funding <p>Contracts/Agreements</p> <ul style="list-style-type: none">• Recreation Program Plan Award• Cultural Arts Plan Award• Teen Services Engagement | <p>Updates</p> <ul style="list-style-type: none">• ESAP Implementation Quarterly Update• ESAP Refresh Update• Solar + Energy Storage Feasibility Study• Environmental Sustainability Advisory Committee <p>New Items</p> <ul style="list-style-type: none">• <p>Proclamations</p> <ul style="list-style-type: none">• Earth Month (April) <p>Contracts/Agreements</p> <ul style="list-style-type: none">• |
| 3 Jul. Aug. Sept. | <p>Updates</p> <ul style="list-style-type: none">• Recreation Summer Recap• Cultural Arts Plan and Funding• Teen Services Engagement• Teen Facility Update• Recreation Program Plan• Capital Facilities Plan | <p>Updates</p> <ul style="list-style-type: none">• ESAP Implementation Quarterly Update• ESAP Refresh Update• Energy Smart Eastside Strategic Plan Update <p>New Items</p> <ul style="list-style-type: none">• Regional Heat Mitigation Strategy |



Redmond
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Committee of the Whole –
Parks and Environmental Sustainability

2025 Work Plan

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|--|---|---|
| | <p>New Items</p> <ul style="list-style-type: none">• <p>Contracts/Agreements</p> <ul style="list-style-type: none">• | <p>Contracts/Agreements</p> <ul style="list-style-type: none">• |
| <p>4</p> <p>Oct.</p> <p>Nov.</p> <p>Dec.</p> | <p>Updates</p> <ul style="list-style-type: none">• Cultural Arts Plan and Funding• Summer Events/Derby Days Recap• Signage and Wayfinding Plan• Recreation Program Plan• Teen Facility Update• Teen Services Update <p>New Items</p> <ul style="list-style-type: none">• Redmond Lights Programming Plan• Park Impact Fees <p>Contracts/Agreements</p> <ul style="list-style-type: none">• Pool Operations Contract | <p>Updates</p> <ul style="list-style-type: none">• ESAP Implementation Quarterly Update• ESAP Refresh Update and Adoption <p>New Items</p> <ul style="list-style-type: none">• <p>Contracts/Agreements</p> <ul style="list-style-type: none">• |



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. AM No. 25-087
Type: Staff Report

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

| | | |
|---------|----------------|--------------|
| Finance | Kelley Cochran | 425-556-2748 |
|---------|----------------|--------------|

DEPARTMENT STAFF:

| | | |
|---------|----------------|----------------------------|
| Finance | Haritha Narra | Deputy Finance Director |
| Finance | Hailey Zurcher | Financial Planning Manager |

TITLE:

First Quarter 2025 Financial Report

OVERVIEW STATEMENT:

Review the City's financial performance from January 2025 to March 2025. Please note that the 2024 year-end process is still in progress, and the figures presented here are preliminary due to the impact on January figures.

☒ **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:

The key financial highlights from January 1, 2025, through March 31, 2025, include the following:

REVENUE:

Total revenue is 8.9%, or \$1.7 million, below target.

- **Property Tax** is 96.6%, or \$339,000, above target.
- **Sales & Use Tax** is 54.9% (\$1.8 million) above target, driven primarily by growth in wholesale and information industries. Please note that due to a two-month lag in collections, March 2025 is not yet included.
- **Utility & Other Taxes** are 9.4%, or \$230,000, below target.
- **Development Permits and Fees** are 21.0%, or \$844,000, below target, due to a decrease in construction activity compared to previous years. Development fees were updated in 2024.
- **Other Revenues** are 42.5%, or \$2.2 million, below target.

EXPENDITURES:

- Total expenditures are 0.6%, or \$2.2 million, under target.
- Spend rate for some departments are above/below target:
 - **Executive Department** is 2.5%, or \$368,000, below target primarily due to position vacancies.
 - **Planning Department** is 3.0%, or \$892,000, below target primarily due to position vacancies and timing of one-time expenditures.
 - **TIS Department** is 1.0%, or \$278,000, over the target primarily due to one-time, annual subscription payments paid in January.
- **Overtime Expenditures:** Total overtime expenditures are 5% (596,000) over the expected target. Overages are primarily seen in the Fire department, due to timing of reimbursable overtime expenditures during the California Wildfire deployment, and the backfilling of department vacancies.
- **Capital Investment Program (CIP):** Total expenditures are 6.10%, or \$10.5 million, under budget, reflecting the continuation of several major projects and the commencement of new initiatives, including the Evans Creek Relocation project, Pedestrian and Bicycle Improvements, Downtown Adaptive Signals, Pavement Repairs, MOC Predesign, and ADA Facility Improvements.
- **Business Technology Investment Program (BTIP):** Total expenditures are 7.5%, or \$711,000, under budget, reflecting the continuation of some major projects and the commencement of new initiatives, including Workforce Management Phase 2, Dynamics 365, and Tourism Data Software Implementation.

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:
Strategic and Responsive

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 |

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: First Quarter 2025 Financial Report Presentation



Quarterly Financial Overview - Q1 2025

May 20, 2025

Haritha Narra, Deputy Finance Director



Economic Uncertainty & Recession Risk

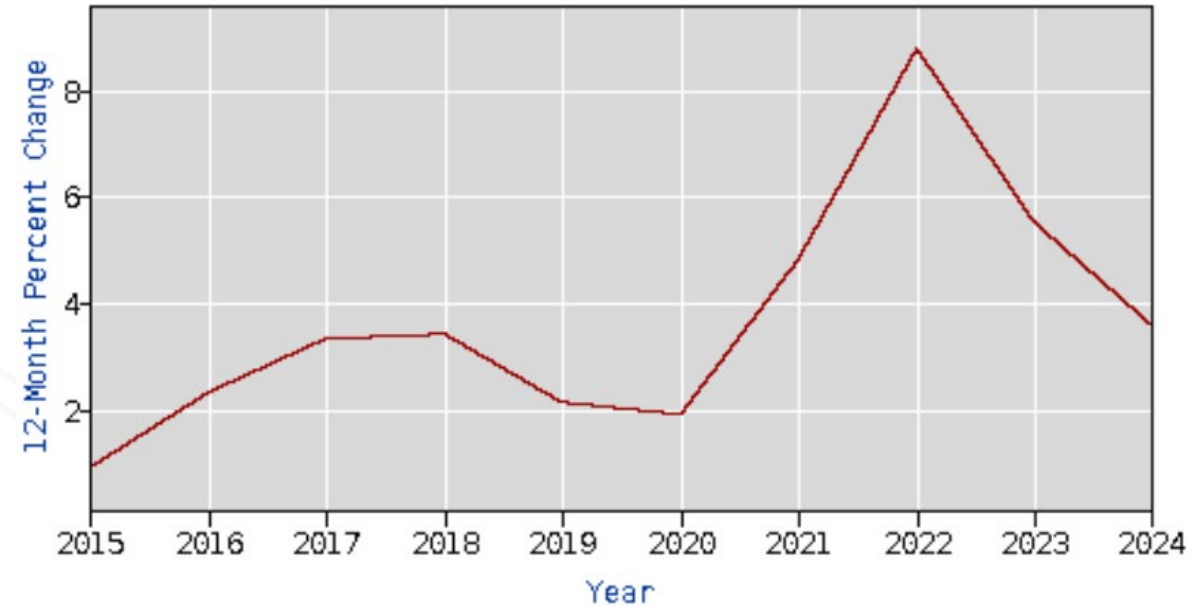
- Federal & Indirect Federal Funding
- Geopolitical & Trade Policy Uncertainty
- Shifts in Consumer Behavior
- Increased Cost of Public Procurement



Economic Update

CPI-W (Seattle/Tacoma/Bellevue)

| Feb 2023 | Apr 2023 | Jun 2023 | Aug 2023 | Oct 2023 | Dec 2023 | Feb 2024 | Apr 2024 | Jun 2024 | Aug 2024 | Oct 2024 | Dec 2024 | Feb 2025 |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 7.5% | 6.8% | 4.5% | 5.1% | 4.4% | 4.3% | 4.2% | 4.5% | 3.6% | 3.0% | 2.7% | 2.9% | 2.6% |



Economic Update - King County Forecasts

Countywide Taxable Retail Sales Growth

| Forecast | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|-----------------------|-------|------|------|------|------|------|------|------|------|------|
| Current (Feb 2025) | -0.6% | 1.8% | 1.8% | 1.9% | 1.9% | 2.4% | 3.2% | 3.0% | 3.3% | 3.4% |
| Prior (Nov 2024) | -1.5% | 3.8% | 3.8% | 4.1% | 4.2% | 3.8% | 3.6% | 3.4% | 3.4% | 3.5% |

Countywide Assessed Valuation Growth

| Forecast | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|-----------------------|-------|------|------|------|------|------|------|------|------|------|
| Current (Feb 2025) | -5.3% | 4.8% | 3.6% | 3.6% | 3.7% | 3.3% | 4.3% | 3.2% | 3.7% | 2.8% |
| Prior (Feb 2024) | -5.3% | 1.9% | 3.9% | 4.0% | 4.3% | 4.2% | 4.2% | 4.4% | 4.8% | 4.8% |

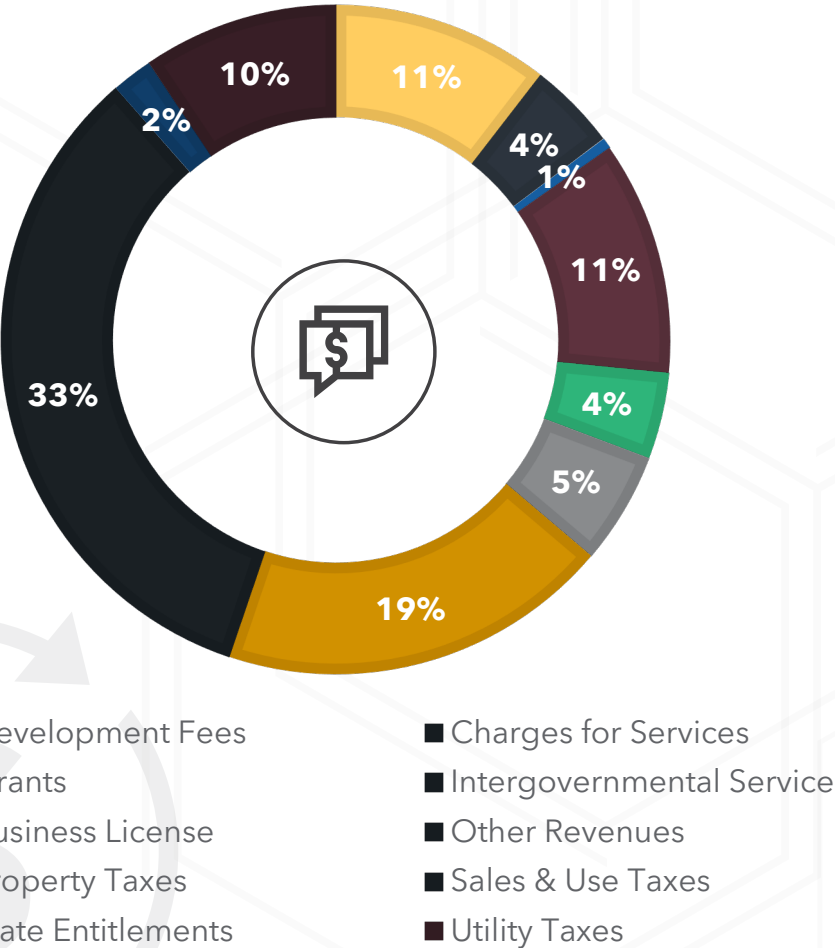
Countywide Employment Growth

| Forecast | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|-----------------------|------|------|------|------|------|------|------|------|------|------|
| Current (Feb 2025) | 0.3% | 0.7% | 0.7% | 0.7% | 0.8% | 1.1% | 0.9% | 0.9% | 0.7% | 0.7% |
| Prior (Nov 2024) | 0.5% | 0.7% | 0.8% | 0.9% | 0.8% | 0.9% | 0.9% | 0.7% | 0.7% | 0.7% |

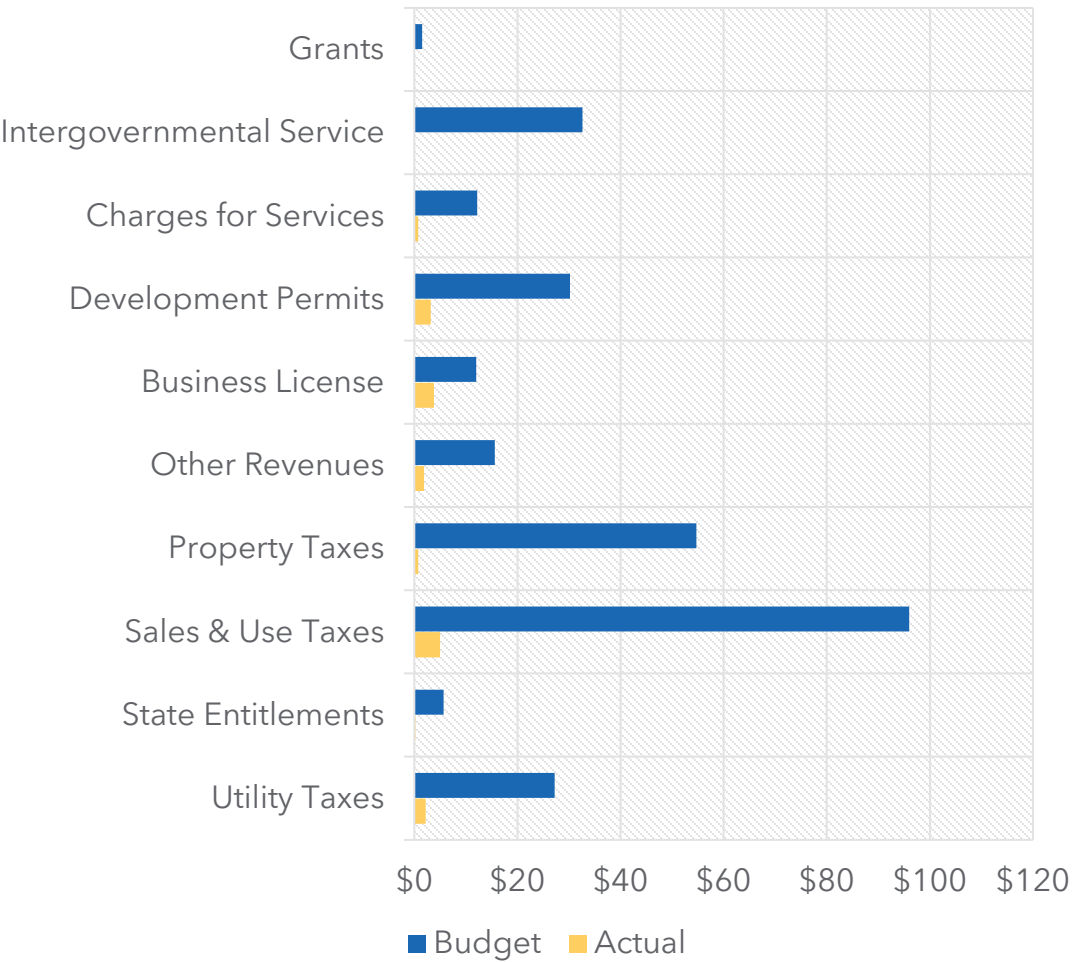
Source: King County Office of Economic and Financial Analysis

General Fund Revenue - Q1 2025

BIENNIAL BUDGET \$287.7M



BUDGET VS ACTUAL



General Fund Revenue - Q1 2025

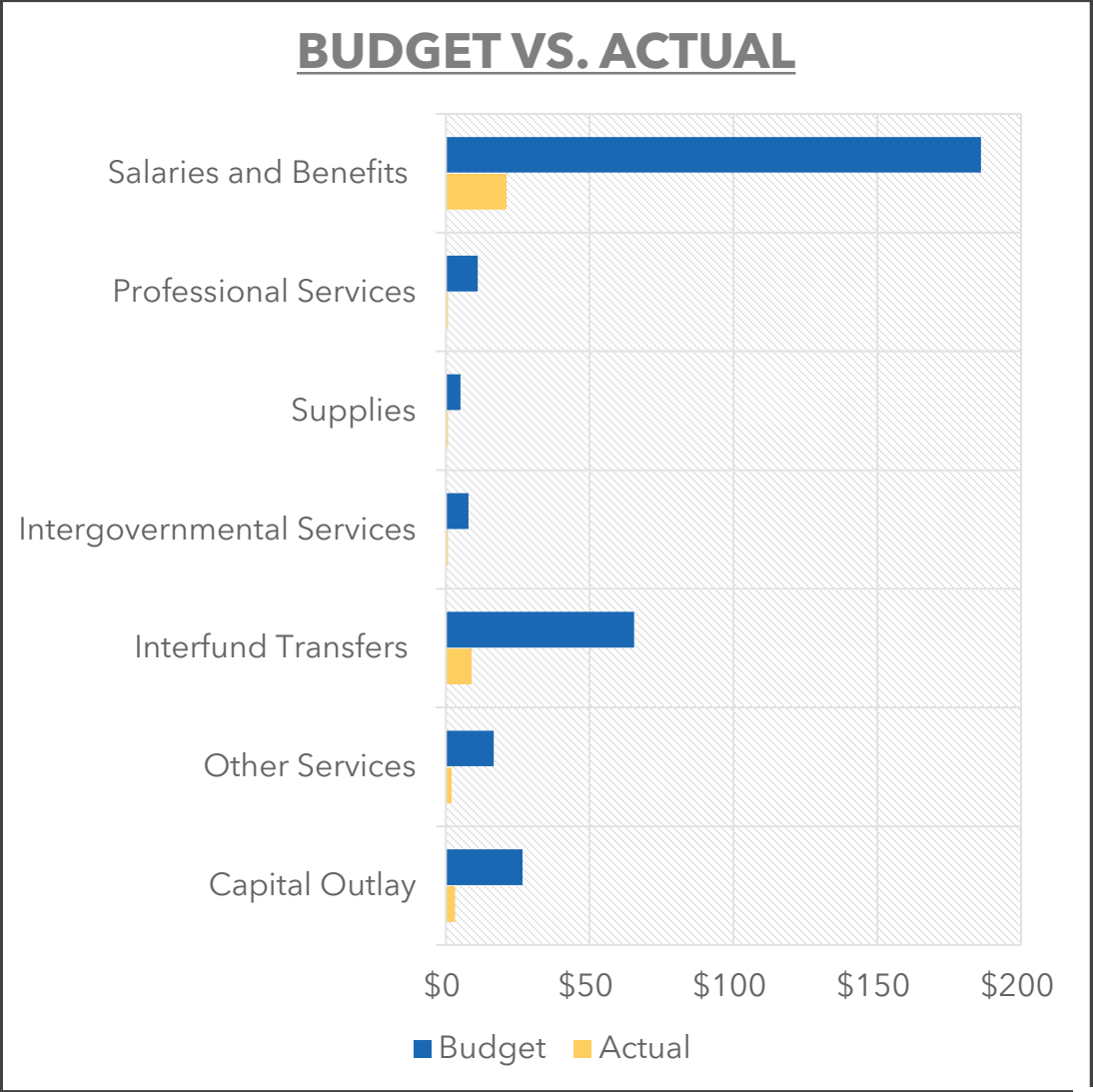
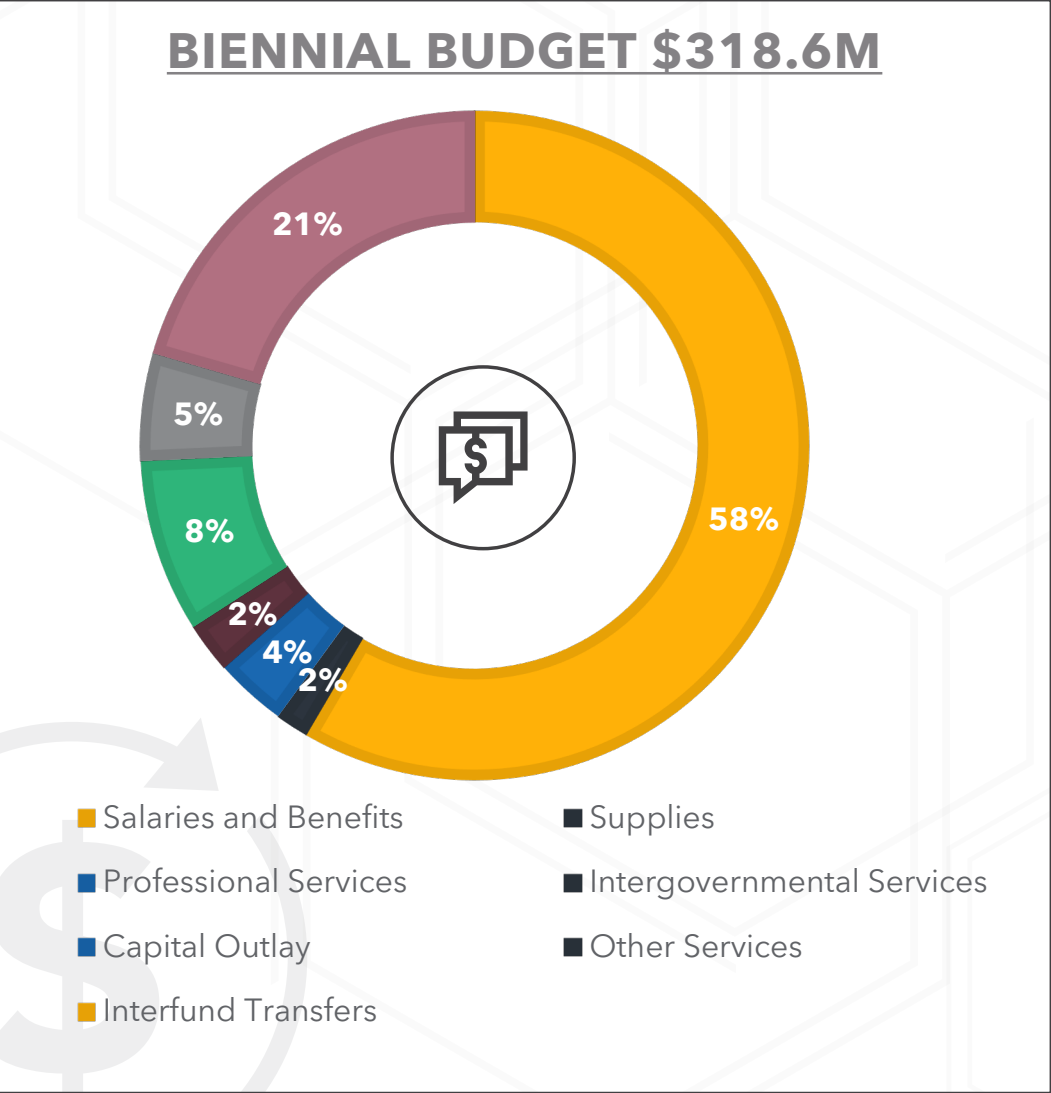
| Category | Budget | Target | Actuals | % Over/Under |
|-------------------------|----------------------|---------------------|---------------------|--------------|
| Property Tax | \$54,698,137 | \$350,833 | \$689,752 | 97% |
| Sales & Use Tax | \$95,956,694 | \$3,207,919 | \$4,967,816 | 55% |
| Utility Taxes | \$27,247,937 | \$2,463,156 | \$2,232,806 | -9% |
| Development Permit Fees | \$30,241,651 | \$4,013,962 | \$3,170,298 | -21% |
| Business License Fees | \$11,950,814 | \$4,355,978 | \$3,842,129 | -12% |
| Grants | \$1,509,936 | \$99,117 | \$9,312 | -91% |
| Intergovernmental | \$32,562,470 | \$861,528 | \$21,786 | -98% |
| State Entitlements | \$5,739,102 | \$439,259 | \$247,160 | -44% |
| Charges for Service | \$12,169,380 | \$1,413,718 | \$810,859 | -43% |
| Other Revenues | \$15,617,497 | \$2,444,080 | \$1,912,055 | -22% |
| Total | \$287,693,618 | \$19,649,550 | \$17,969,554 | -9% |

2025-2026 New Ongoing Revenue

| Description | Total | Status |
|---|-------------|------------|
| Sound Transit – Police | \$500,000 | In Process |
| Transport Fees | \$1,760,000 | In Process |
| Speed Cameras (Schools/Parks) | \$375,000 | In Process |
| Development Fee – Green Building Incentive Program Permit | \$30,450 | In Process |



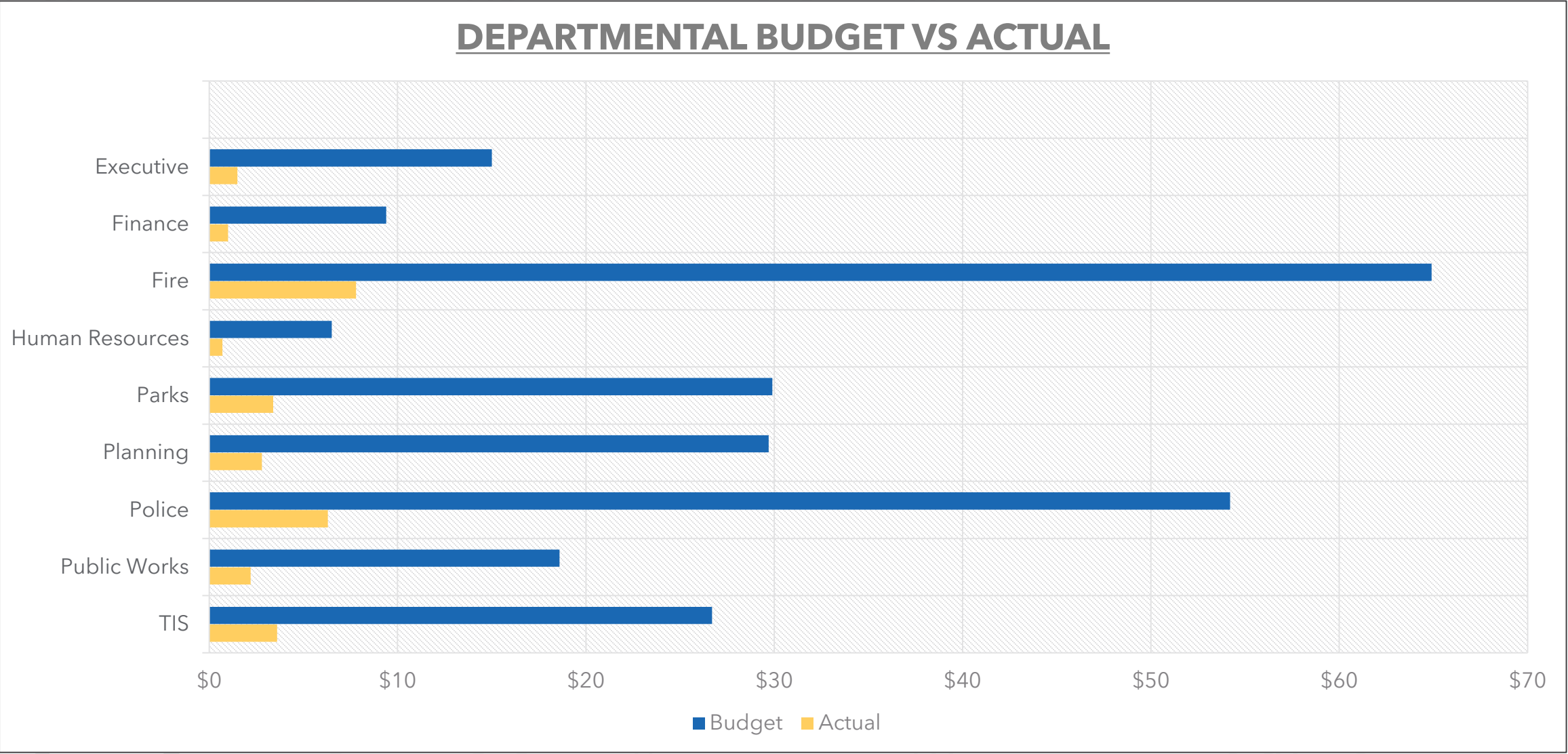
General Fund Expenditures - Q1 2025



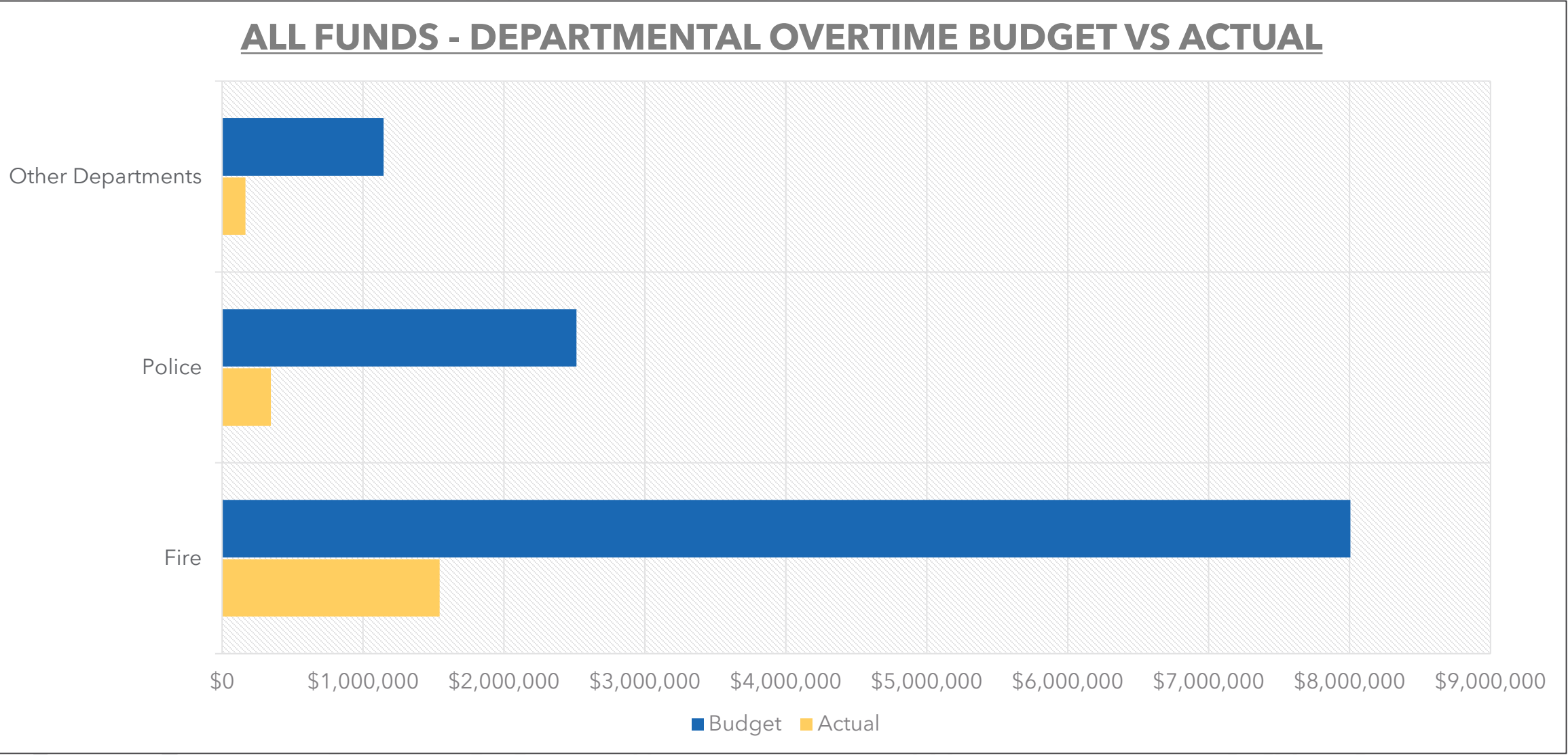
General Fund Expenditures - Q1 2025

| Category | Budget | Actual | % Expended | % Over/ Under |
|-------------------------------|----------------------|---------------------|------------|------------------|
| Salaries & Benefits | \$186,129,327 | \$21,139,923 | 11% | 1% |
| Professional Services | \$11,103,674 | \$726,435 | 7% | 6% |
| Supplies | \$5,108,099 | \$681,054 | 13% | -1% |
| Intergovernmental Services | \$7,761,921 | \$649,781 | 8% | 4% |
| Other Services | \$16,562,426 | \$1,929,104 | 12% | 1% |
| Capital Outlay | \$26,567,393 | \$3,190,670 | 12% | 0% |
| Interfund Transfers | \$65,390,069 | \$9,021,894 | 14% | -1% |
| Total | \$318,622,909 | \$37,338,861 | 12% | 1% |

General Fund Expenditures - Q1 2025



Citywide Overtime - Q1 2025



Citywide Overtime - Q1 2025

| Department | Budget | Actual | % Expended | % Over/ Under |
|------------------------------------|----------------------|---------------------|--------------|---------------|
| Fire Department | | | | |
| <i>Regular Salaries</i> | \$57,554,054 | \$6,282,150 | 10.9% | 1.6% |
| <i>Overtime Salaries</i> | 8,064,550 | 1,542,901 | 19.1% | -6.6% |
| Fire Department Total | \$65,618,604 | \$7,825,051 | 11.9% | 0.6% |
| Police Department | | | | |
| <i>Regular Salaries</i> | \$36,751,095 | \$4,022,280 | 11.0% | 1.5% |
| <i>Overtime Salaries</i> | 2,514,014 | 346,474 | 13.8% | -1.3% |
| Police Department Total | \$39,085,109 | \$4,368,754 | 11.2% | 1.3% |
| All Other Departments | | | | |
| <i>Regular Salaries</i> | \$118,092,427 | \$13,177,071 | 11.2% | 1.3% |
| <i>Overtime Salaries</i> | 1,303,293 | 165,457 | 12.7% | -0.2% |
| All Other Departments Total | \$119,395,719 | \$13,342,528 | 11.2% | 1.3% |
| Citywide Total Salaries | \$224,099,432 | \$25,536,333 | 11.4% | 1.1% |

Other Programs – Revenue Q1 2025

| Program | Budget | Actual | % Collected | % Over/ Under |
|---------------------------------------|----------------------|---------------------|-------------|---------------|
| Capital Investment Program (CIP) | \$124,750,535 | \$11,263,929 | 9.0% | -3.5% |
| Business Technology Program (BTIP) | 3,755,613 | 993,128 | 26.4% | 13.9% |
| Recreation Activity Fund (RAF) | 5,844,824 | 543,627 | 9.3% | -3.2% |
| Transportation Benefit District (TBD) | 11,229,328 | 574,562 | 5.1% | -7.4% |
| Total | \$145,580,300 | \$13,375,246 | 9.2% | -3.3% |



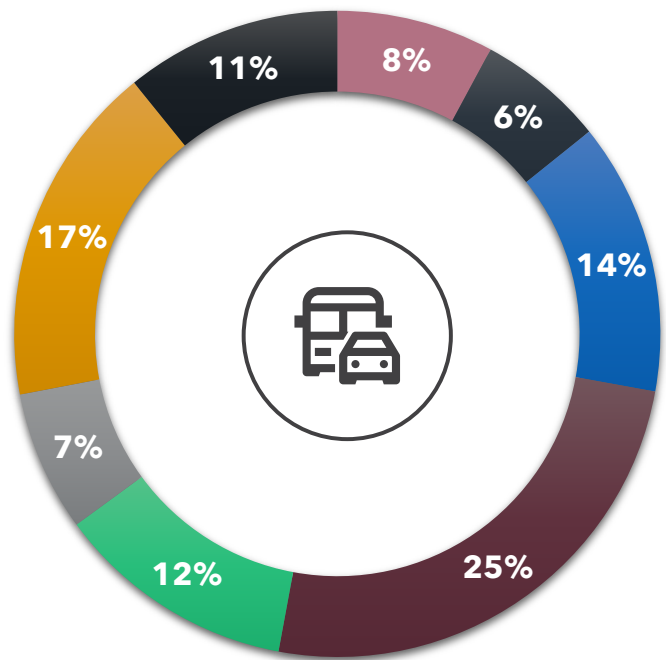
Other Programs – Expenditure Q1 2025

| Program | Budget | Actual | % Expended | % Over/ Under |
|---------------------------------------|----------------------|---------------------|-------------|---------------|
| Capital Investment Program (CIP) | \$172,156,332 | \$11,020,856 | 6.4% | 6.1% |
| Business Technology Program (BTIP) | 9,530,483 | 480,788 | 5.0% | 7.5% |
| Recreation Activity Fund (RAF) | 6,849,727 | 645,483 | 9.4% | 3.1% |
| Transportation Benefit District (TBD) | 7,006,055 | 310,498 | 4.4% | 8.1% |
| Total | \$195,542,597 | \$12,457,625 | 6.4% | 6.1% |



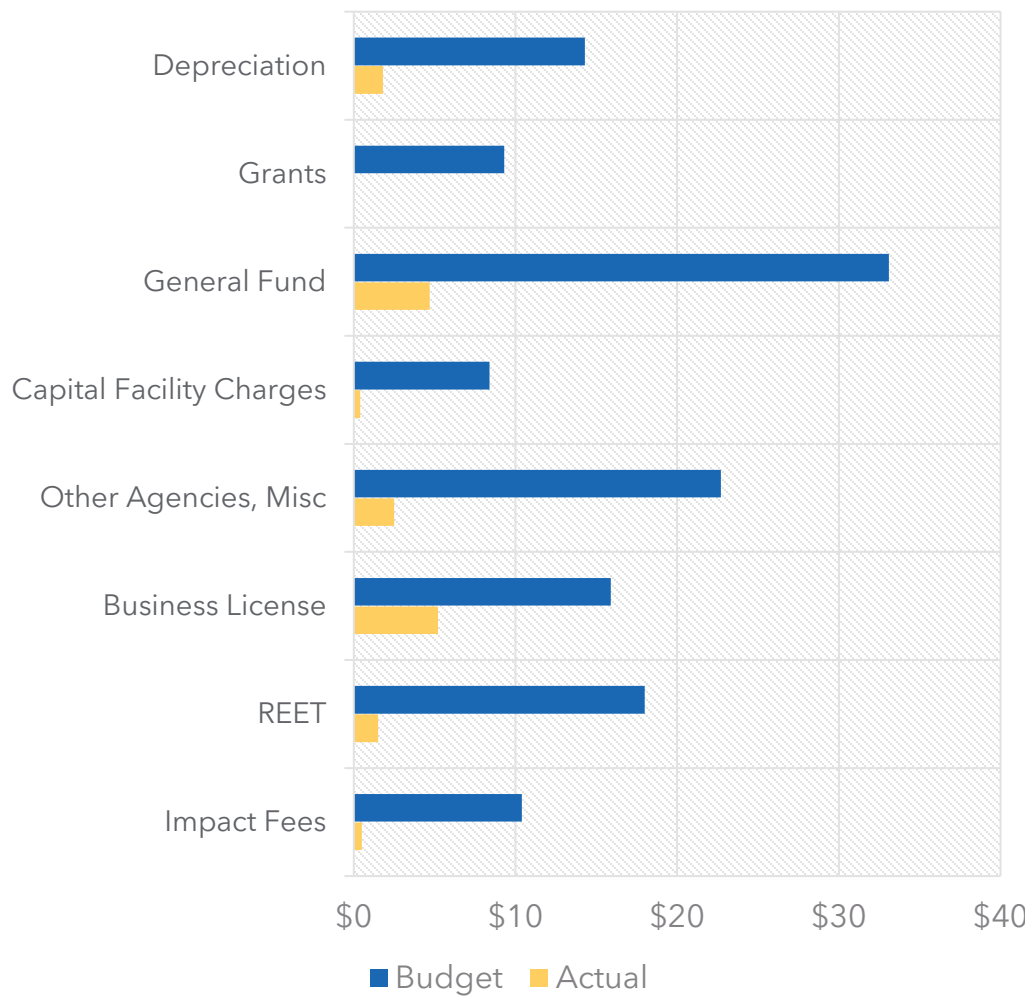
Capital Investment Program Revenue - Q1 2025

BIENNIAL BUDGET \$132.1M



- Impact Fees
- REET
- Business License
- Other Agencies, Misc
- Capital Facility Charges
- General Fund
- Grants
- Depreciation

BUDGET VS. ACTUAL



\$0 \$10 \$20 \$30 \$40

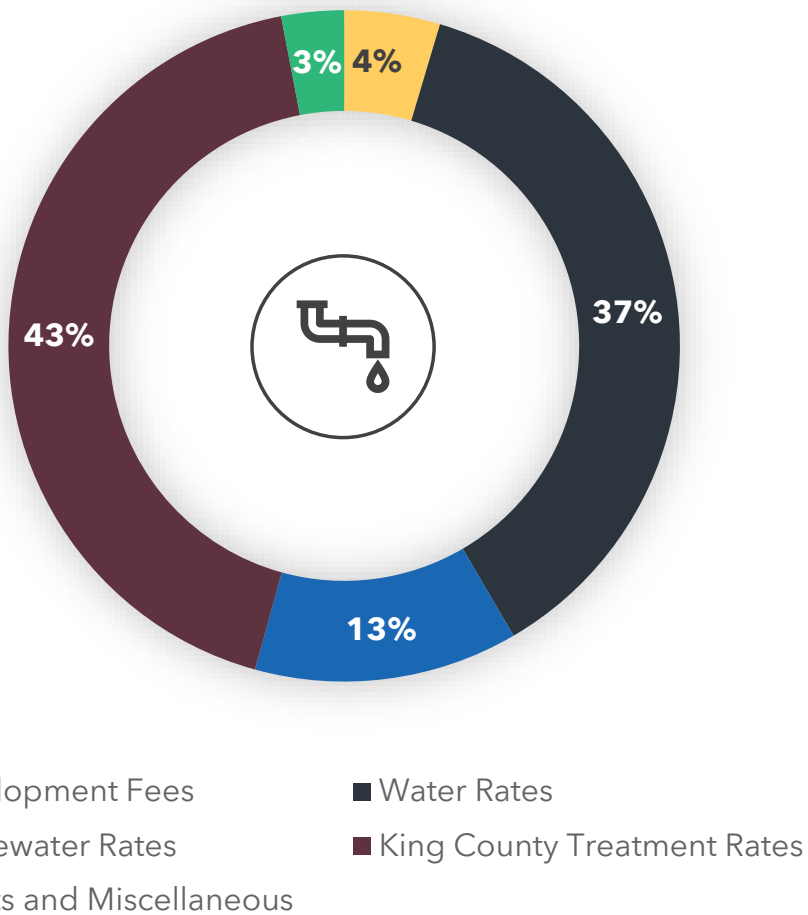
Budget Actual

Capital Investment Program Revenue - Q1 2025

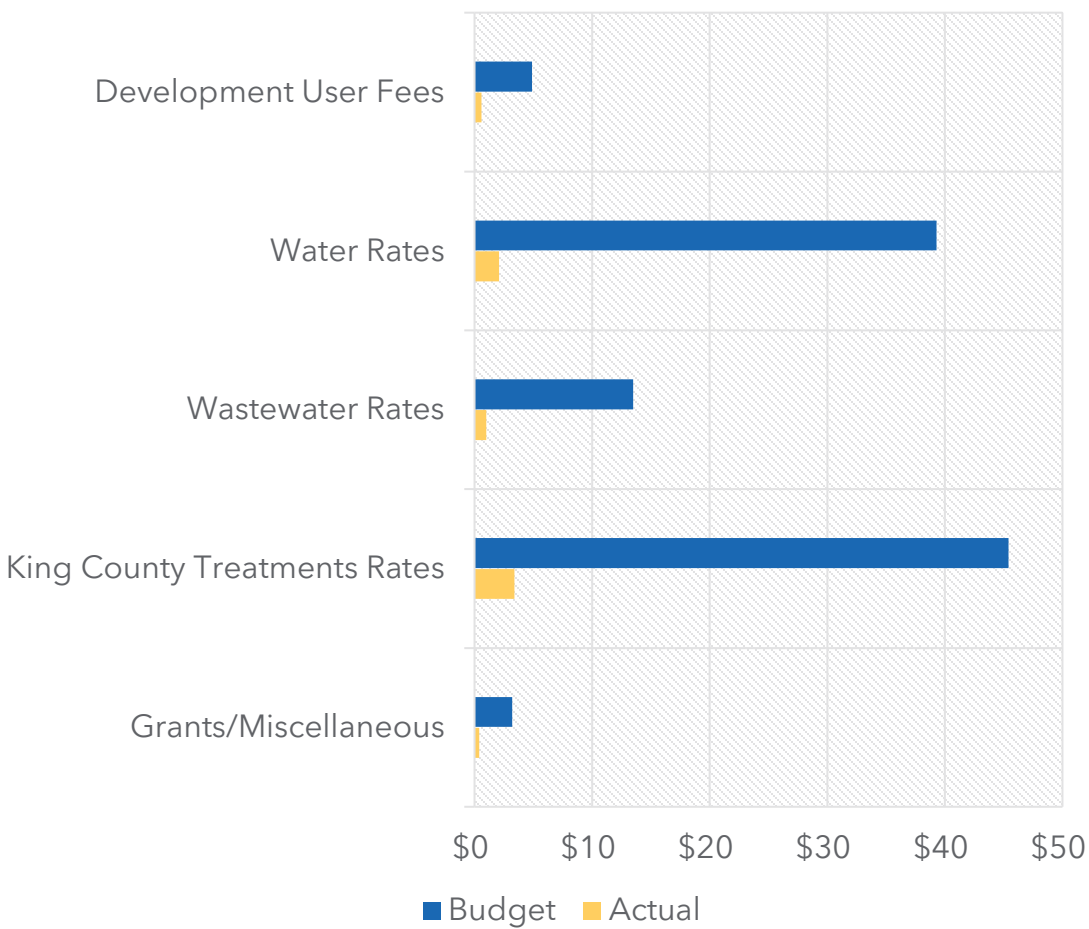
| Category | Budget | Actual | % Collected | % Over/ Under Expected |
|----------------------------|----------------------|---------------------|--------------|------------------------------|
| Business License | \$15,890,892 | \$5,172,340 | 32.5% | 20.0% |
| Capital Facilities Charges | 8,397,365 | 374,471 | 4.5% | -8.0% |
| Depreciation | 14,258,141 | 1,788,895 | 12.5% | 0.0% |
| General Fund | 33,093,391 | 4,658,483 | 14.1% | 1.6% |
| Grants | 9,264,009 | - | 0.0% | -12.5% |
| Impact Fees | 10,400,000 | 582,719 | 5.6% | -6.9% |
| Miscellaneous | 14,580,350 | 2,379,295 | 16.3% | 3.8% |
| Other Agencies | 8,152,544 | 85,634 | 1.1% | -11.4% |
| REET | 18,000,000 | 1,457,023 | 8.1% | -4.4% |
| Total | \$132,036,692 | \$16,498,860 | 11.8% | -0.7% |

Water/Wastewater Utility Revenue - Q1 2025

BIENNIAL BUDGET \$106.3M



BUDGET VS. ACTUAL



Water/Wastewater Utility Revenue - Q1 2025

| Category | Budget | Actual | % Received | % Over/ Under Expected |
|-----------------------------|----------------------|--------------------|------------|------------------------------|
| Development User Fees | \$4,884,000 | \$628,648 | 13% | 0% |
| Water Rates | \$39,312,077 | \$2,113,963 | 5% | -7% |
| Wastewater Rates | \$13,475,876 | \$998,384 | 7% | -5% |
| King County Treatment Rates | \$45,352,228 | \$3,374,797 | 7% | -5% |
| Grants/Miscellaneous | \$3,190,235 | \$422,203 | 13% | 1% |
| Total | \$106,214,416 | \$7,537,995 | 7% | -5% |



Healthy and Sustainable 2025-2026 Baseline Budget

| BUDGET OFFER | BASELINE BUDGET OFFER | LEAD DEPARTMENT | BUDGET | Q1 ACTUAL | % SPENT | % OVER/ UNDER |
|--------------|--------------------------------|-----------------|---------------|--------------|---------|---------------|
| 0000262 | Wastewater Management | Public Works | \$62,791,389 | \$7,166,080 | 11% | 1% |
| 0000263 | Parks, Trails, & Open Space | Parks | 18,427,624 | 1,895,044 | 10% | 2% |
| 0000264 | Environmental Sustainability | Executive | 2,040,832 | 153,384 | 8% | 3% |
| 0000265 | Solid Waste Management | Public Works | 2,898,862 | 286,865 | 10% | 3% |
| 0000266 | Stormwater Management | Public Works | 22,915,408 | 2,105,315 | 9% | 3% |
| 0000267 | Safe & Reliable Drinking Water | Public Works | 40,408,988 | 5,032,252 | 12% | 0% |
| 0000268 | Ground & Surface Water Mgmt | Public Works | 6,534,094 | 708,365 | 11% | 2% |
| 0000401 | Community Recreation | Parks | 13,565,734 | 1,559,188 | 11% | 1% |
| TOTAL | | | \$169,582,931 | \$18,906,493 | 11% | 1% |



Safe and Resilient 2025-2026 Baseline Budget

| BUDGET OFFER | BASELINE BUDGET OFFER | LEAD DEPARTMENT | BUDGET | Q1 ACTUAL | % SPENT | % OVER/ UNDER |
|--------------|---------------------------|-----------------|---------------|--------------|---------|---------------|
| 0000275 | Criminal Investigation | Police | \$5,864,811 | \$858,00 | 15% | -2% |
| 0000276 | Criminal Justice | Executive | 5,173,354 | 509,838 | 10% | 3% |
| 0000277 | Fire & Medical Operations | Fire | 72,117,581 | 8,814,417 | 12% | 0% |
| 0000278 | Fire Support Services | Fire | 14,487,186 | 1,572,737 | 11% | 2% |
| 0000279 | Police Patrol & Response | Police | 33,875,489 | 3,689,715 | 11% | 2% |
| 0000280 | Police Dispatch & Support | Police | 13,979,947 | 1,550,291 | 11% | 1% |
| 0000281 | Construction Inspection | Planning | 9,475,980 | 956,766 | 10% | 2% |
| 0000282 | Street & Traffic Safety | Public Works | 19,876,032 | 2,249,946 | 11% | 1% |
| 0000283 | Fire Prevention Services | Fire | 2,585,881 | 300,092 | 12% | 1% |
| TOTAL | | | \$177,796,263 | \$20,502,603 | 12% | 1% |



Strategic and Responsive 2025-2026 Baseline Budget

| BUDGET OFFER | BASELINE BUDGET OFFER | LEAD DEPARTMENT | BUDGET | Q1 ACTUAL | % SPENT | % OVER/ UNDER |
|--------------|--------------------------------|-----------------|---------------|--------------|---------|------------------|
| 0000288 | Operating Reserves | Finance | \$74,895,619 | \$224,077 | 0% | 12% |
| 0000289 | City Council | Executive | 965,670 | 109,729 | 11% | 1% |
| 0000290 | Executive Leadership | Executive | 12,450,705 | 1,012,990 | 8% | 4% |
| 0000291 | Fleet Management | Public Works | 20,044,756 | 3,366,344 | 17% | -4% |
| 0000292 | Community Outreach/Involvement | Executive | 2,946,246 | 297,975 | 10% | 2% |
| 0000293 | Citywide Communications | Executive | 2,485,441 | 250,644 | 10% | 2% |
| 0000294 | Technology Solutions | TIS | 28,009,893 | 3,748,540 | 13% | -1% |
| 0000295 | Diversity, Equity & Inclusion | Executive | 999,900 | 117,609 | 12% | 1% |
| 0000296 | Human Resources | Human Resources | 46,723,561 | 6,463,504 | 14% | -1% |
| 0000297 | Fiscal Accountability | Finance | 17,894,665 | 3,495,151 | 20% | -7% |
| TOTAL | | | \$207,416,455 | \$19,086,561 | 9% | 3% |



Vibrant and Connected 2025-2026 Baseline Budget

| BUDGET OFFER | BASELINE BUDGET OFFER | LEAD DEPARTMENT | BUDGET | Q1 ACTUAL | % SPENT | % OVER/ UNDER |
|--------------|--------------------------------|-----------------|--------------|-------------|---------|---------------|
| 0000302 | Microsoft Campus Refresh | Planning | \$2,348,436 | \$298,503 | 13% | 0% |
| 0000303 | Development Services | Planning | 20,011,421 | 2,129,587 | 11% | 2% |
| 0000304 | Community/Economic Development | Planning | 7,875,101 | 569,601 | 7% | 5% |
| 0000305 | Capital Investment Delivery | Public Works | 720,732 | 120,435 | 17% | -4% |
| 0000306 | Facilities Management | Parks | 9,188,693 | 961,234 | 10% | 2% |
| 0000307 | Housing & Human Services | Planning | 9,345,614 | 485,841 | 5% | 7% |
| 0000308 | Arts & Community Events | Parks | 2,487,347 | 205,662 | 8% | 4% |
| 0000309 | Light Rail | Planning | 847,220 | 106,988 | 13% | 0% |
| 0000310 | Mobility of People & Goods | Planning | 7,071,991 | 665,413 | 9% | 3% |
| TOTAL | | | \$59,896,555 | \$5,543,264 | 9% | 3% |

Next Steps

- Q2 Financial Report in August/September
- Significant concerns immediately communicated



Thank you

Any Questions?





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/20/2025
Meeting of: City Council

File No. SPC 25-042
Type: Executive Session

Potential Litigation [RCW 42.30.110(1)(i)] - 30 minutes

ATTACHMENT F

Conflict of Interest Clause

A. General Requirements

The Subrecipient shall maintain written standards of conduct covering conflicts of interest. These standards must apply to the performance of employees engaged in the selection, award, and administration of contracts supported by a federal award. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved.

A conflict of interest arises when any of the following has a financial or other interest in or a tangible personal benefit from a firm considered for a contract:

- The employee, officer, or agent.
- Any member of the employee's immediate family.
- The employee's partner.
- An organization which employs or is about to employ any of the parties listed above.

The Subrecipient's officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, where the Subrecipient has determined that the financial interest is not substantial or the gift is an unsolicited item of nominal value, the Subrecipient may provide for exceptions to this rule in its conflict-of-interest policy.

B. Mandatory Disclosure

The Subrecipient must disclose in writing any potential or actual conflict of interest to the Pass-through Entity (PTE) in accordance with applicable federal laws and regulations. Additionally, any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award must also be disclosed.

Failure to disclose conflicts of interest or criminal violations could result in termination of the agreement, disallowance of costs, or other remedies in accordance with 2 CFR 200.339.

C. Remedial Actions

If a conflict of interest is discovered during the course of the agreement, the Subrecipient agrees to take immediate steps to resolve the conflict, including, but not limited to:

- Disqualification of the employee, officer, or agent involved in the conflict from further participation in the contract or award process.
- Possible termination of the contract or subcontract in question.
- Additional internal controls or oversight to prevent future conflicts.

D. Organizational Conflicts

In addition to the personal conflicts of interest listed above, the Subrecipient shall also avoid any organizational conflicts of interest. An organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a federal award action.

Conflict of Interest Disclosure Form

Federal Grant Program Information

- **Federal Awarding Agency:** FTA
- **Pass-through Entity (PTE):** King County Metro
- **Subrecipient Name:** City of Redmond
- **Federal Award Identification Number (FAIN):** WA-2020-087-00
- **Grant/Contract Name:** TDM Corridor Strategies Supporting Centers, and Regional Park-and-Ride TDM Activities and Access Improvements/2023-2024 City of Redmond Transportation Demand Management Agreement

Subrecipient Information

- **Name of Employee/Officer/Agent Disclosing Conflict:** LaNaya Taylor
- **Position/Title:** Program Administrator
- **Phone Number:** 425-556-2482
- **Email Address:** LTaylor@redmond.gov

Section 1: Disclosure of Potential Conflict of Interest

Please check the appropriate box that applies to your situation:

☒ I hereby declare that, to the best of my knowledge, I have no conflicts of interest to report in relation to my participation in this federal award.

☐ I hereby declare that I, or an immediate family member, or an organization with which I have a personal or financial relationship, may have a potential or actual conflict of interest in relation to my participation in this federal award.

Section 2: Nature of Potential or Actual Conflict of Interest

If you have a potential or actual conflict of interest, please provide details below. Include the names of individuals and/or organizations involved, the nature of the conflict, and any financial or personal interest that may be affected by your role in this federal grant or contract.

- **Details of the Conflict:**
- **Names of Individuals/Organizations Involved:**
- **Relationship to Employee/Officer/Agent:**



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this _____, day of _____ 2025, by and between CITY OF REDMOND, a Washington municipal corporation ("COR"), and BELLWETHER HOUSING, a Washington nonprofit corporation ("BH" or "Developer"). COR and BH shall be referred to individually herein as a "Party," and collectively as the "Parties."

RECITALS:

- A. BH caused the formation of BW Overlake LLLP, a Washington limited liability limited partnership (the "4% LLLP") of which BH is the sole member of the general partner, to acquire the Property and develop the Project (as defined below).

A.1 The 4% LLLP intends to develop the Property into a mixed-use building (the "Building") condominium project (the "Project") to consist of:

A.1.1 Approximately three hundred and twenty-eight (328) dwelling units of affordable housing (the "Housing Project" or "Condo Unit 1") to be owned by the 4% LLLP.

A.1.2 Approximately one thousand eight hundred fifteen (1,815) square feet of space at the northeast corner of Level 1 for a pedestrian oriented commercial space (the "Condo Unit 3") to be owned by an affiliate of BH.

A.1.3 Approximately ten thousand three hundred and ninety-five (10,395) square feet of at the southeast corner of Level 1 to be owned by Global Social Business Partners doing business as Friends of the Village Collective ("FVC") for operation of a multi-use commercial space (the "Hub" or "Condo Unit 4"). The Parties intend that FVC and the 4% LLLP, in accordance with the terms and conditions contained herein, will enter into a Purchase and Sale Agreement for Condo Unit 4 in shell condition, which is intended to be owned by FVC.

A1.4 Approximately two thousand seven hundred and eighty-nine (2,789) square feet of space at the southwest corner of Level 1 in shell condition (the "COR Shell") for operation of city services as the Overlake Village Annex ("Condo Unit 5") to be owned by the City of Redmond ("COR").

A.1.5 The Hub, as currently planned, will consist of office, event space, and a commercial kitchen. As required by COR zoning, the function of Hub space fronting 152nd Avenue NE shall provide pedestrian oriented uses and be available to the public.

A.1.7 Parking: A parking garage containing approximately one hundred and twenty-one parking spaces. Of those spaces, one hundred and three (103) spaces will be dedicated as parking for the Housing Project and allocated as limited common elements to Condo Unit 1. The remaining eighteen (18) parking spaces are allocated as follows: two (2) stalls shall be allocated as limited common elements allocated to Condo Unit 5 and sixteen (16) parking stalls shall be located

within a condominium unit (“Condo Unit 2”) to be owned by BH or its affiliate. The (16) stalls located within Condo Unit 2 owned by BH will be available to tenants and customers at market hourly rate. Monthly rates will be available for tenants desiring dedicated stalls.

A.1.8 Commercial Waste: Condo Unit 3, Condo Unit 4, and Condo Unit 5 will have separate and designated collection areas within the Building. Each Condo Unit owner or its tenant will be responsible for contracting for their individual service with the relevant hauler, and staging waste within the designated areas in the Building garage on the contracted pick up day.

A.1.9 Site Improvements: Drainage, walkways, landscaping and other site improvements as required by all applicable governmental requirements.

A.1.10 Upon or before the completion of the construction of the Project, the 4% LLLP will subject the Property to a condominium regime (the “Condominium”) created pursuant to a condominium declaration (the “Condominium Declaration”), which will establish five or more separate legal parcels or condominium units: Condo Unit 1 (Housing Project), Condo Unit 2 (BH parking), Condo Unit 3 (BH retail), Condo Unit 4 (the Hub) and Condo Unit 5 (the COR annex). Condo Unit 1 shall be entitled to appoint three members to the board of directors of the association of members of the Condominium (the “Association”). Units 2 through 5 shall each be entitled to appoint one member to the board of directors of the Association.

A.1.11 The Parties desire to enter into this MOU to express and memorialize the intent of both Parties to work to proceed with the predevelopment, development and future use and operation of the Housing Project and Condo Unit 5.

AGREEMENTS:

- B. Roles and Responsibilities:** The Parties agree to collaborate on design, budget and neighborhood notification for Condo Unit 5. BH will serve as the developer/project manager of the Housing Project. COR will identify a project manager to act as its development representative. BH will work with the COR project manager to coordinate the COR Shell requirements.
- C. Design and Construction:** BH shall manage the design process and construct and complete the Project, including the COR Shell, which shall be constructed at the same time as the Housing Project. The Developer shall provide to COR copies of all development timelines, tenant improvement shell plans and specifications and reports relating to the construction work for the Project during: i) the design development phase, ii) permit drawings as submitted to the COR for a construction/building permit, and iii) bid documents, as applicable. Developer shall provide updates on project design and budget upon request from COR.
- D. Documents:** COR will be provided electronic copies of design documents for its review. COR shall review and provide comments to or approve the same within fourteen (14) days from its receipt thereof. During construction, COR or its representatives will be invited to periodic design review OAC meetings convened by the Developer. The costs as result of any substantial changes requested by COR to the

COR Shell or the Condo Unit 5 improvements after the bid documents, on approximately **June 20, 2025**, shall be borne by COR.

- E. **Compliance:** All work shall be performed and completed substantially in accordance with all applicable legal requirements, and construction plans and schedule (which shall be substantially in compliance with the Development Timeline on Exhibit A).
- F. **Development Timing:** The 4% LLLP has received a funding award from King County, ARCH, and the Washington State Housing Trust Fund for the Housing Project. BH plans to apply to the Washington State Housing Finance Commission for Low Income Housing Tax Credits in Summer 2025; BH reasonably believes that it has a strong chance of receiving an allocation of such credits by Q4 2025. Provided that such a tax credit allocation is made, the 4% LLLP plans to commence construction of the Project and expects completion by approximately February 7, 2028. The development timeline is attached as Exhibit A and will be confirmed at Finance Closing in October 2025.
- G. **Financial Feasibility:** The parties acknowledge that the funding plan for the development of the Condo Unit 5 may include public funding that requires collaboration and participation of COR and BH. Any funding application supporting the Condo Unit 5 program is the responsibility of COR, however BH will collaborate and assist where applicable. COR will provide fund application criteria, notify BH of any award, and forward award conditions. At each point in funding BH will confirm that targeted funds will be compatible with the financing and cost estimates and don't trigger requirements that would affect the Project. COR is responsible for timing shortfall of funds and shall secure bridge funding according to the funding schedule.
- H. **Purchase and Sale.** It is anticipated that the 4% LLLP and COR will enter into an agreement for purchase and sale (the "Purchase and Sale") for the COR Shell at or prior to the 4% LLLP's closing of construction financing for the Housing Project. The purchase price under the Purchase and Sale shall be the allocated development cost including hard, soft and financing costs of constructing the COR Shell. Final development costs will be confirmed after formal Bid submittal and Finance Closing October 2025. The estimated total development cost (without TI build out, furniture, fixtures, and equipment (FFE) for the Condo Unit 5 in shell condition is **\$475,350** (the "Unit 5 Purchase Price") broken down as follows and defined in Exhibit B;

Hard Costs: \$216,502 (Includes shell, exterior courtyard sitework, contingency cost)
Soft Costs: \$108,848 (Includes \$15,000 budget for construction loan interest)
Parking Two (2) stalls: \$150,000

The current expected timing of funds paid in by the COR for the Condo Unit 5 are payable at the following milestones:

| | |
|--|------------------|
| Earnest Money at Construction Finance Closing | \$180,000 |
| (To be placed in Escrow by October 2025. Construction sources cannot include federal funds.) | |
| Remainder of Purchase Price at Cof O | \$295,350 |
| Total | \$475,350 |

The Developer has based the Unit 5 Purchase Price on the estimated cost to construct the COR shell, allocated soft costs to Condo Unit 5 and the parking allocated to Condo Unit 5. Both Parties shall endeavor to work together mutually to meet maintain the

Unit 5 Purchase Price as currently projected. Both Parties acknowledge that should the Unit 5 Purchase Price increase due to factors beyond BH’s control, or if changes are requested by COR prior to occupancy that add costs above the budget identified above, then COR will be responsible for paying for cost above and beyond the budgeted Unit 5 Purchase Price. If there are cost savings below the budget identified above, it is expected that the Unit 5 Purchase Price will be reduced accordingly.

The current expected sources of funds to be pursued for the Condo Unit 5 Purchase Price include:

| | |
|---|--------------------|
| City of Redmond – Bellwether City Annex 2025 Budget Allocation | = \$180,000 |
| <u>City of Redmond – Bellwether City Annex 2027 Budget Allocation</u> | <u>= \$295,350</u> |
| Total | = \$475,350 |

COR shall cooperate with the 4% LLLP’s lenders in the underwriting of construction loan related to the COR Shell and provide all necessary documentation to support this process.

Should COR be unsuccessful in obtaining the funding allocations listed above, the 4% LLLP may terminate the Purchase and Sale and sell Condo Unit 5 to BH or its affiliate, or another buyer, with use of such space to serve as small retail spaces for local businesses.

- I. **Project Accounting:** The Developer will maintain a separate construction account for the payment of all COR Shell invoices.
- J. **Condo Unit 5 Interior Build-out Hard Costs:** The GC has also provided an estimate of the cost of tenant improvements (“TI”) for Condo Unit 5 based on the Preliminary Program from Perkins Eastman dated March 12, 2024, assuming a basic finish package and reduced net finished area of 1,600 SF. **The Condo Unit 5 TI cost is estimated to be \$547,198.** It is comprised of GC markups, contingency and Washington State Sales Tax (“WSST”).

| | | |
|------|-------------------------------------|--------------------|
| i) | Tenant Improvement Budget | = \$451,000 |
| ii) | Contingency @ 10% | = \$45,100 |
| iii) | <u>WSST @ 10.3%</u> | <u>= \$51,098</u> |
| | Total Condo Unit 5 TI Budget | = \$547,198 |

COR shall be responsible for contracting for and funding the TI, including all interior build-out of Condo Unit 5. COR shall not commence construction of the TI until construction of the Housing Project is complete and the Project has received its certificate of occupancy.

- K. **Capital Replacement Reserves Expense:** COR, as owner of the Condo Unit 5, will be responsible for making contributions towards capital replacement reserve expenses (“*Capital Replacement Reserve Expenses*”). Capital Replacement Reserve Expense payments shall be deposited into a designated account beginning the first year of operations and recurring annually thereafter. The Capital Replacement Reserve Expense payment will be calculated in accordance with a third-party capital needs assessment that will establish the initial regular payment amount that will be collected only for future capital repairs and improvements relating to the Condo Unit 5 and a prorated share of overall Project common elements including site landscape costs.

The pro-rata share will be allocated based upon the size of the Condo Unit 5 as a

percent of the total Project square footage. The annual Capital Replacement Reserve Expense deposit amount may be adjusted periodically-typically every 5 years, based on an updated capital needs assessment. COR's obligation to cover the pro-rata share of Capital Replacement Reserve Expenses is not limited to the amount of funds in the Capital Replacement Reserve Expense. COR will be responsible for the full cost of replacement expenses for interior tenant improvements in the Condo Unit 5.

L. Reserved

M. **Parking and loading:** COR will have shared use access of the commercial parking area and loading stall during business hours with other tenants and their customers under the terms of section A.1.7. The Developer agrees to Two (2) designated parking stalls within the garage on level 1 allocated solely to Condo Unit 5.

N. **Compatible and Exclusive Use:** The Developer shall not permit any use similar to COR program at the Project or use of the Condo Unit 5 for any use incompatible with licensing requirements. COR expressly agrees only to operate the improvements within Condo Unit 5 in a manner that is compatible with the adjacent retail and residential use.

O. **Signage:** The Project has received regulatory approval for locations to install signs at the Project. The plans for each Condo Unit includes blade and wall mounted sign locations related to their storefront. The type, size, location, design and dimensions of signs shall be approved by the 4% LLLP, subject to approval of the City of Redmond, with the 4% LLLP's approval not to be unreasonably withheld.

P. **Termination:** Either party shall have the right to terminate this MOU by delivery of written notice to the other party, in the event that the following shall occur which occurrence remains uncorrected within thirty (30) days after the mailing of such notice:

P.1 Funding Cooperation. The other party does not reasonably cooperate in public funding applications, or loan application necessary to secure the Unit 5 Purchase Price.

In the event that COR is unable or elects not to continue services in the Condo Unit 5, COR will cooperate willingly with the Developer to identify a replacement operator capable of satisfying any contractual or regulatory obligations of the funding associated with construction of the Condo Unit 5.

Q. **Fundraising:** COR shall reasonably cooperate with BH in obtaining certain public funding for the Project, including, where it is deemed to be beneficial to the Project by COR and BH, COR being a co-applicant on any public funding applications prepared and submitted by BH. The Developer shall also reasonably cooperate with COR as necessary with COR's fundraising efforts for the Condo Unit 5. COR reserves the right to determine its ability to collaborate on all fundraising grants and activities.

R. **Agreement:** This MOU describes the general roles and responsibilities of each Party during the predevelopment stage and identifies the understandings to be incorporated into a Purchase and Sale or sublease and other documents to be prepared and entered into by the Parties. Promptly after the date hereof, COR and the Developer shall, in good faith, commence negotiation of, and, prior to the start of construction on the Project,

enter into a Purchase and Sale or sublease reasonably acceptable to the Parties that contains, among other things, the terms of this MOU.

- S. **Fees and Expense:** Each Party shall pay its entire expenses, including legal fees, related to the discussions conducted pursuant to this MOU.

[Signatures on Following Page]

Signature Page to MOU

CITY OF REDMOND

By: Angela Birney
Its: Mayor

Dated: _____

BELLWETHER HOUSING


Signed by:

By: Susan Boyd
Its: Chief Executive Officer

Dated: 5/12/2025 | 5:53 PM PDT

EXHIBIT A

Development Schedule

| Task Name | Start | Finish |
|---------------------------------------|--------------|---------------|
| FVC Space Design/Permitting | 10/15/2023 | TBD |
| Building Permit | 1/31/25 | 9/25/25 |
| LIHTC/Bond Funding | 6/2/25 | 9/25/25 |
| Construction | 10/8/25 | 3/7/28 |
| Notice to Proceed | 10/8/25 | 10/8/25 |
| Construction | 10/7/25 | 12/26/27 |
| Temporary Certificate of Occupancy | 9/8/27 | 9/8/27 |
| Substantial Completion | 12/1/27 | 12/1/27 |
| Final Completion | 3/7/28 | 3/7/28 |
| City of Redmond Condo Unit 5 Buildout | 3/7/28 | TBD |

EXHIBIT B

Condo Unit 5 Acquisition Budget

| | |
|------------------------------------|------------------|
| Acquisition Costs | |
| Land | \$1980 |
| Acquisition Closing | \$397 |
| Acquisition – Carrying Costs | \$317 |
| Construction | |
| Demolition | |
| New Building | \$356,145 |
| Construction Contingency | \$11,502 |
| Site Work/Infrastructure | |
| Off Site Work | \$2,127 |
| Environmental Abatement (Land) | |
| Sales Tax | \$21,481 |
| Equipment and Furnishings (FF&E) | |
| Commercial Tenant Improvements | |
| Other | \$8,750 |
| Soft Costs | |
| Architect | \$5,159 |
| Engineering | \$3,564 |
| Environmental Assessment | \$56 |
| Geotech | \$150 |
| Boundary & Topographic Survey | \$94 |
| Legal Real Estate | \$188 |
| Developer Fee | |
| Other Consultants | \$375 |
| Other | \$619 |
| Soft Cost Contingency | \$3,015 |
| Predev/Bridge Financing | |
| Bridge Loan Fees | \$238 |
| Bridge Loan Interest | \$1,992 |
| Construction Financing | |
| Construction Loan Origination Fees | \$1,155 |
| Construction Loan Expenses | \$281 |
| Legal – Construction Loan | \$413 |
| Construction Period Interest | \$15,000 |
| Lease-up Period Interest | |
| Permanent Financing | |
| Permanent Loan Origination Fees | |
| Permanent Loan Expenses | 594 |
| Legal Permanent Loan | 792 |
| Perm Closing Title & Recording | 990 |
| Other Development Costs | |
| Real Estate Tax | |
| Insurance – Liability | \$1,876 |
| Permits, Fees & Hookups | \$35,704 |
| Accounting/Audit | \$396 |
| Total Development Cost | \$475,350 |

EXHIBIT C

Ownership Entity Chart

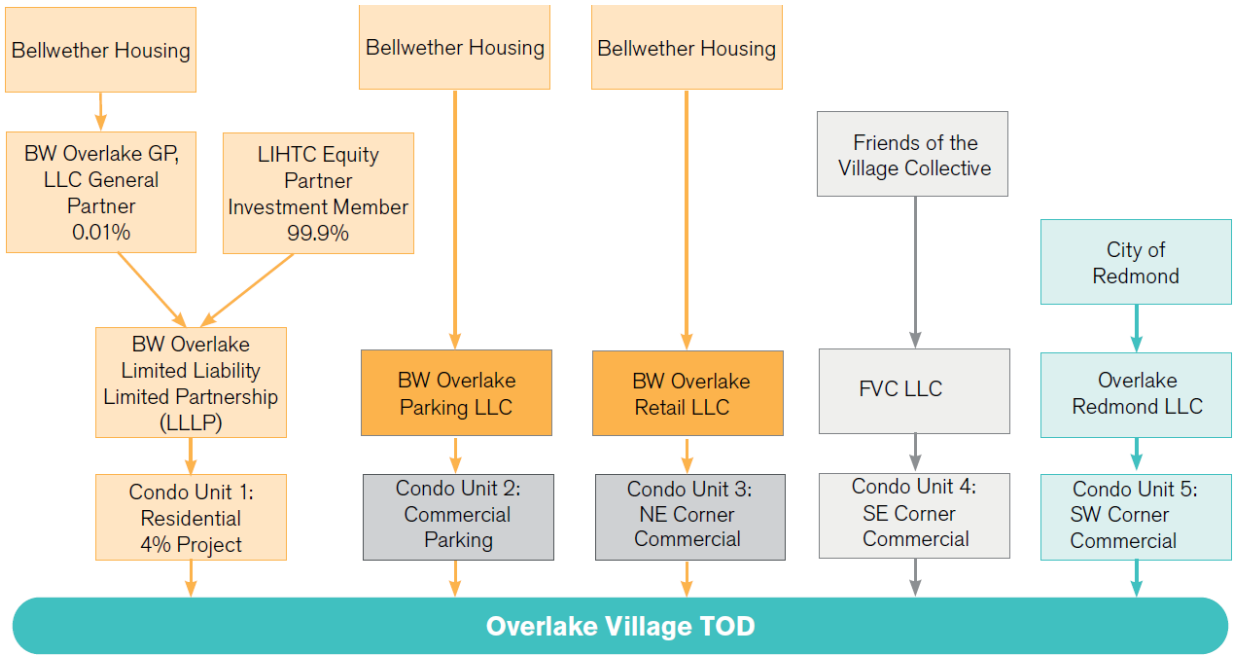
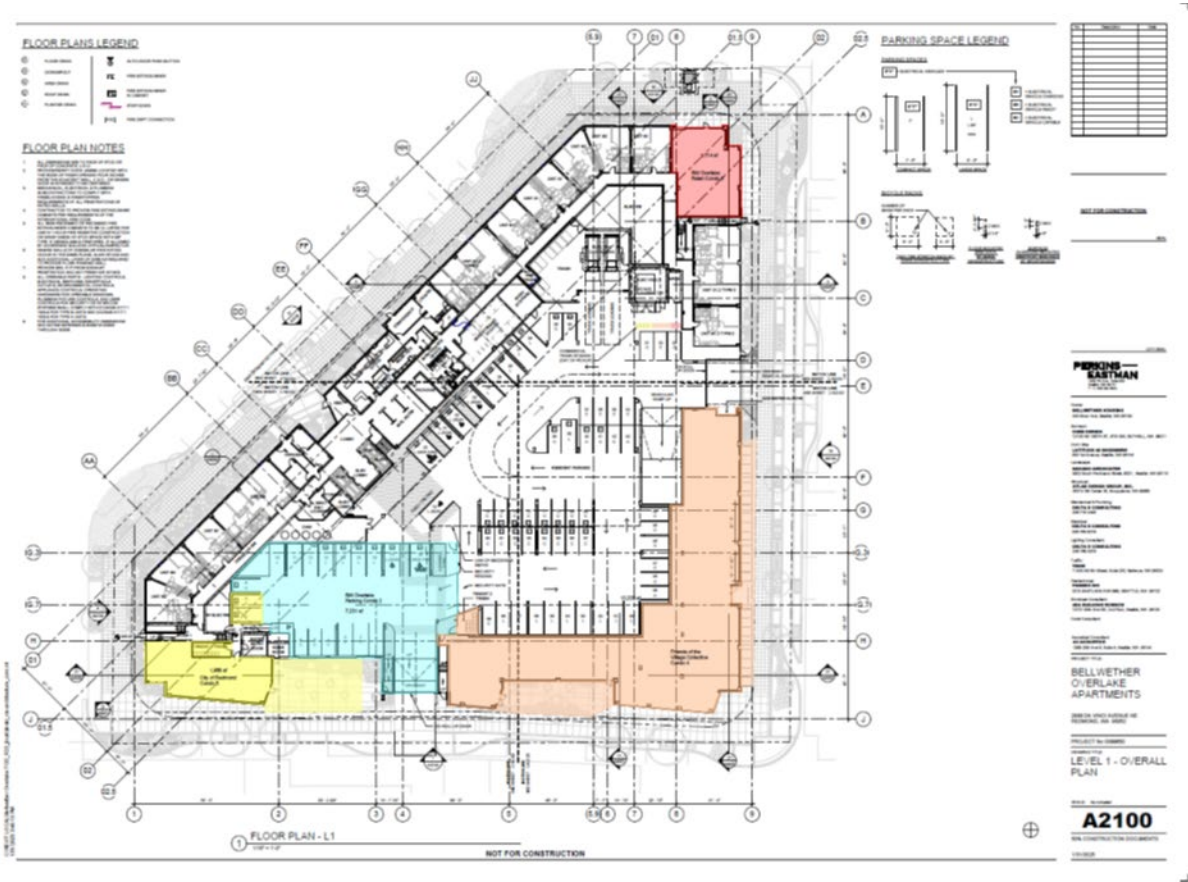


Exhibit D

Ownership Entity Plan



City of Redmond
Payroll Check Approval Register
Pay period: 4/16 - 4/30/2025
Check Date: 5/9/2025

| | |
|-------------------------------------|------------------------|
| Check Total: | \$ 48,406.32 |
| Direct Deposit Total: | \$ 2,894,539.05 |
| Wires & Electronic Funds Transfers: | \$ 1,871,388.02 |
| Grand Total: | <u>\$ 4,814,333.39</u> |

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

All Checks numbered **188676** through **188687** ,
Direct deposits numbered **184947** through **185730** , and
Electronic Fund transfers **1838** through **1842**
are approved for payment in the amount of **\$4,814,333.39**
on this **20 day of May 2025**.

Note:

Vendor check reporints for checks 188674 & 188675

City of Redmond
Payroll Final Check List
Pay period: 4/16 - 4/30/2025
Check Date: 5/9/2025

| | |
|------------------------------------|------------------------|
| Total Checks and Direct deposit: | \$ 4,261,316.79 |
| Wire Wilmington Trust RICS (MEBT): | \$ 553,016.60 |
| Grand Total: | <u>\$ 4,814,333.39</u> |

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B

Human Resources Director, City of Redmond
Redmond, Washington