

City of Redmond



Agenda

Business Meeting

Tuesday, October 4, 2022

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralee Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

Items From The Audience provides an opportunity for citizens 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 **four 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. Citizens 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 made to the Council by the department directors 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 citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

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 four 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 Notices, and Minutes are available on the City's Web Site:

<http://www.redmond.gov/CouncilMeetings>

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.

AGENDA**ROLL CALL****I. SPECIAL ORDERS OF THE DAY**

- A. PRESENTATION: Delivery of Mayor's 2023 - 2024 Biennial Budget
- B. PROCLAMATION: Arts and Humanities Month

[Proclamation](#)

- C. PROCLAMATION: Cyber Security Awareness Month

[Proclamation](#)

II. ITEMS FROM THE AUDIENCE

Members of the public may address the City Council, on any topic, for a maximum of four minutes per person. Please use the speaker sign up sheet located at the entry of the City Hall Council Chambers provided 30 minutes prior to the meeting, up to the start 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 for the remote comment registration form.

Written comment may be emailed to cityclerk@redmond.gov by 2 pm on the day of the meeting (500 word limit - please label your comment as "Items from the Audience"). Comments will be distributed to the City Council and entered into the record. Comments will not be read during the meeting.

III. CONSENT AGENDA**A. Consent Agenda**

- 1. Approval of the Minutes: September 20, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

[Meeting Minutes for September 20, 2022](#)

- 2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Approval Register, September 23, 2022](#)

[Check Approval Register, October 4, 2022](#)

3. [AM No. 22-143](#) Approval of the Memorandum of Understanding (MOU) with the City of Bellevue for Sustainability Study Tour
Department: Executive

[Attachment A: MOU](#)

Legislative History

9/27/22 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

4. [AM No. 22-144](#) Acceptance of the Department of Commerce Climate Grant Award in Support of Climate Planning and Resilience Projects, in the Amount of \$80,000
Department: Executive

[Attachment A: Grant Award Letter](#)

[Attachment B: Grant Agreement](#)

Legislative History

9/27/22 Committee of the Whole - referred to the City Council
Parks and Environmental
Sustainability

5. [AM No. 22-145](#) Approval of the Attorney General Federal Pass-through Grant for the Purchase of a Refrigeration Unit to Store Sexual Assault Kits
Department: Police

[Attachment A: Revised Code of Washington 5.7.030](#)

[Attachment B: Redmond Subrecipient Amended](#)

[Acknowledgement](#)

[Attachment C: Refrigeration Unit Purchase Receipt](#)

Legislative History

9/20/22 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

6. [AM No. 22-146](#) Adoption of a Resolution to Accept Membership into the Cities Insurance Association of Washington (CIAW) through an Interlocal Agreement

a. Resolution No. 1562: A Resolution of the City Council of the City of Redmond, Washington, Approving Membership in the Cities Insurance Association of

Washington (CIAW) and the Bylaws and Interlocal Agreement of the CIAW

Department: Finance

[Attachment A: Resolution](#)

[Attachment B: Interlocal Agreement](#)

[Attachment C: Premium Comparison](#)

Legislative History

9/20/22 Committee of the Whole - referred to the City Council
Public Safety and Human Services

- 7. [AM No. 22-147](#) Acceptance of the Department of Commerce Grant Funding in the Amount of \$1,225,000 for the Redmond Senior & Community Center

Department: Parks and Recreation

[Attachment A: Contract](#)

Legislative History

9/27/22 Committee of the Whole - referred to the City Council
Parks and Environmental Sustainability

- 8. [AM No. 22-148](#) Acceptance of the King County Parks Capital and Open Space Grant Funding in the Amount of \$500,000 for Redmond Senior & Community Center

Department: Parks and Recreation

[Attachment A: Grant Agreement](#)

Legislative History

9/27/22 Committee of the Whole - referred to the City Council
Parks and Environmental Sustainability

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 22-149](#) Redmond 2050 Quarterly Update - Fourth Quarter 2022

Department: Planning and Community Development

[Attachment A: Redmond 2050 Overview](#)

[Attachment B: Presentation Slides](#)

[Attachment C: Draft Existing Conditions Report Chapter:](#)

- b. [AM No. 22-150](#) 2021 Environmental Sustainability Action Plan Annual Report
Department: Executive

[Attachment A: Presentation](#)

Legislative History

9/27/22	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council
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- 2. **Ombudsperson Report**
Khan
- 3. **Committee Reports**

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

- A. Labor Negotiations [RCW 42.30.140(4)(b)] - 15 minutes

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council
Day

File No. SPC 22-110
Type: Special Orders of the

PRESENTATION: Delivery of Mayor's 2023 - 2024 Biennial Budget



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council
Day

File No. SPC 22-106
Type: Special Orders of the

PROCLAMATION: Arts and Humanities Month



Connected Community
Enhanced Livability
Environmental Sustainability

PROCLAMATION

- WHEREAS, October is National Arts and Humanities Month; and
- WHEREAS, promoting and prioritizing the arts and humanities is central to remembering our history and inspiring creativity for today and tomorrow; and
- WHEREAS, arts and humanities are a bridge across our diverse population that help create dialogue and understanding and draw out commonalities between people and cultures; and
- WHEREAS, the City of Redmond’s Arts and Culture Commission and Cultural Arts program strive to make arts accessible to everyone in our community by providing unique art and cultural experiences that continue to build a high quality of life in Redmond through the Redmond Poet Laureate, cultural and artistic performances at signature events, and both temporary and permanent public art; and
- WHEREAS, Parks and Recreation art camps and classes encourage accessible and inclusive learning environments for artists at all levels and ages throughout the city and actively fill gaps in public art education. While the Public Art Intensive Eastside workshops train the next generation of public artists who have an interest in exploring the presentation of their work in public settings; and
- WHEREAS, Redmond is developing a dynamic city where art is intrinsic to its vibrancy and character, where public and private sectors work together to create art and cultural spaces and visual public artworks; and
- WHEREAS, Redmond invests in artists and arts organizations through grants, partnerships, and commissioning public art. We are proud to see cultural arts organizations grow in Redmond to strengthen Redmond’s cultural, creative, and economic vibrancy; and

THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, do hereby proclaim October 2022 as,

ARTS AND HUMANITIES MONTH



Angela Birney

Angela Birney, Mayor

October 4, 2022

Date

City Hall
15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council
Day

File No. SPC 22-107
Type: Special Orders of the

PROCLAMATION: Cyber Security Awareness Month



Connected Community
Enhanced Livability
Environmental Sustainability

PROCLAMATION

WHEREAS, technology has a vital role in our daily lives and the future of society, as many critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, and emergency response systems; and

WHEREAS, internet users, residents, and the information infrastructure face an increasing threat of malicious cyber-attack and significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, the U.S. Department of Homeland Security has established the Cybersecurity and Infrastructure and Security Agency and devoted resources solely to support the strengthening and securing of the country's cyber infrastructure at the state, local, tribal, and territorial levels; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of the City of Redmond information infrastructure and economy; and

WHEREAS, the U.S. Department of Homeland Security, the Multi-State Information Sharing and Analysis Center, and the National Cyber Security Alliance have declared October as National Cyber Security Awareness Month.

THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, do hereby proclaim October 2022, as,

NATIONAL CYBERSECURITY AWARENESS MONTH

in Redmond and encourage all residents to visit stopthinkconnect.org to learn about cybersecurity and put that knowledge into practice in their homes, schools, workplaces, and businesses.



Angela Birney

Angela Birney, Mayor

October 4, 2022

Date

City Hall
15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. SPC 22-108
Type: Minutes

Approval of the Minutes: September 20, 2022, Regular Business Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in-person and remote. Councilmembers present and establishing a quorum were: Anderson, Carson, Forsythe, Khan, Kritzer and Stuart.

MOTION: Councilmember Stuart moved to excuse Councilmember Fields. The motion was seconded by Councilmember Khan.

VOTE: The motion passed without objection. (5 - 0)

SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: Childhood Cancer Awareness Week, September 25 - October 1

Mayor Birney read the proclamation into the record.

ITEMS FROM THE AUDIENCE

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

- Richard Hardesty: - needing funding to build a prototype of a power supply system for green energy; and
- David Morton - phasing out gasoline powered leaf blowers.

CONSENT AGENDA

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

1. Approval of the Minutes: September 6, 2022, Regular Business Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#187425 through #187442
#135943 through #136689
#1486 through #1490

\$3,705,702.80

CLAIMS CHECKS:

2022-110

#441426 through #441649

\$4,939,452.58

3. AM No. 22-136: Approval of a Maintenance Agreement with the Washington State Department of Transportation for Maintenance of Redmond Stormwater Facilities Modified by Sound Transit
4. AM No. 22-137: Approval of Keller Farm Mitigation Banker Contract Changes
5. AM No. 22-138¹: Approval of Award of General Contractor/Construction Manager Construction (GC/CM) Contract Amendment 1 Maximum Allowable Construction Cost (MACC) #2, with Absher Construction Company, in the Amount of \$17,021,918, for the Redmond Senior & Community Center
6. AM No. 22-139: Adoption of an Ordinance Amending Redmond Municipal Code (RMC) 9.34.030 and Repealing 9.34.060
 - a. Ordinance No. 3094: An Ordinance of the City of Redmond, Washington Amending RMC 9.34.030 to Delete Adoption of Outdated Sections of the Revised Code of Washington Regarding Domestic Violence Protective Order Orders and to Adopt Certain Provisions of Chapter 7.105 RCW Related to the Violation of Civil Protection Orders; Repealing RMC 9.34.060 and Providing for Severability and Establishing an Effective Date

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

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA

5. AM No. 22-138: Approval of Award of General Contractor/Construction Manager Construction (GC/CM)

¹ This item was removed from the Consent Agenda and addressed separately.

Contract Amendment 1 Maximum Allowable Construction Cost (MACC) #2, with Absher Construction Company, in the Amount of \$17,021,918, for the Redmond Senior & Community Center

MOTION: Councilmember Forsythe moved to approve AM No. 22-138. The motion was seconded by Councilmember Kritzer.

VOTE: The motion passed, (5 - 1), with Councilmembers Carson, Forsythe, Khan, Kritzer and Stuart in support and Councilmember Anderson in opposition.

HEARINGS AND REPORTS

STAFF REPORT

- A. AM No. 22-140: Annual Update of 2023-2028 Six-Year Transportation Improvement Program (TIP)

Carol Helland, Director of Planning and Community Development, introduced this item, and staff reported to the Members of the Council and responded to inquiries.

- B. AM No. 22-141: Second Quarter 2022 Financial Report

Chip Corder, Finance Director, introduced this item and staff reported to the Members of the Council and responded to inquiries.

- C. AM No. 22-142: Redmond 2050 Quarterly Update - Third Quarter 2022

Carol Helland, Director of Planning and Community Development, introduced this item, and staff reported to the Members of the Council and responded to inquiries.

OMBUDSPERSON REPORT

Councilmember Carson reported receiving resident contacts regarding: property line dispute; senior excursion bus; code enforcement issue; tree removal permit; noise pollution; mobile integrated health; and project notifications.

Councilmember Stuart reported receiving resident contacts regarding: tenant protections; rain gardens; and Welcoming Week event.

Councilmember Forsythe reported receiving resident contacts regarding: participation in a week without driving.

COMMITTEE REPORTS

Councilmember Kritzer provided the following committee reports:

- WRIA 8 Salmon Recovery Council.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:26 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: October 4, 2022

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. SPC 22-109
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 9/1 - 9/15/2022
Check Date: 9/23/2022

Check Total:	\$ 50,789.83
Direct Deposit Total:	\$ 2,625,463.17
Wires & Electronic Funds Transfers:	\$ 1,681,271.77
Grand Total:	<u>\$ 4,357,524.77</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 **187443** through **187464** ,
Direct deposits numbe **136690** through **137441** , and
Electronic Fund transfe **1491** through **1495**
are approved for payment in the amount of **\$4,357,524.77**
on this **4 day of October 2022**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 9/1 - 9/15/2022
Check Date: 9/23/2022


Total Checks and Direct deposit:	\$ 3,904,088.96
Wire Wilmington Trust RICS (MEBT):	\$ 453,435.81
Grand Total:	<u>\$ 4,357,524.77</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, Financial Services Manager, do hereby certify to the City Council, that the checks for the month of September 2022 are true and correct to the best of my knowledge.

DocuSigned by:

3528A221CC9646C...

Chip Corder, 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 441650 through 441883, and Wire Transfers are approved for payment in the amount of \$8,179,684.62 This 4th day of October 2022.



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-143
Type: Consent Item

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

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

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

OVERVIEW STATEMENT:

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

Staff requests Council approve the Mayor to sign the MOU with the City of Bellevue.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

OUTCOMES:

Lessons learned from the Study Tour will inform City policies and programs and advance progress towards our sustainability goals.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The grant will offer \$5,000 scholarship to cover the Study Tour, travel, lodging, and food.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000220

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/27/2022	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The study tour is scheduled for mid-October.

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: MOU

MEMORANDUM OF UNDERSTANDING AND RELEASE OF LIABILITY

between

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

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

I. RECITALS

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

II. AGREEMENT:

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

III. RESPONSIBILITIES:

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

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

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

IV. RELEASE OF LIABILITY AND HOLD HARMLESS

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

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

City of Bellevue

Signature: _____

Printed Name: Brad Miyake

Title: City Manager

Date: _____

Approved as to form

By: _____

Jessica Nadelman, Assistant City Attorney

City of Redmond

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Kirkland

Signature: _____

Printed Name: _____

Title: _____

Date: _____

King County

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-144
Type: Consent Item

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

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Acceptance of the Department of Commerce Climate Grant Award in Support of Climate Planning and Resilience Projects, in the Amount of \$80,000

OVERVIEW STATEMENT:

The City of Redmond has been awarded an Early Implementation Climate Planning Grant in the amount of \$80,000 from the Department of Commerce. This grant will support the evaluation of resilient stormwater infrastructure design and pilot test preferred routes within 1/2 mile of future light rail stations.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

OUTCOMES:

Work completed under this grant will implement ESAP Strategy T1 (*Increase the equitable use of non-SOV modes of*

transportation such as biking, walking and public transit through programmatic and infrastructure interventions) and N2 (Enhance resilience of natural areas and systems to climate change), inform the Transportation Master Plan development process, and implement findings from the Climate Vulnerability Assessment.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$80,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000220

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
Grant funds

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/27/2022	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A - Funding Award Letter

Attachment B - Grant Agreement



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

July 19, 2022

Mayor Angela Birney
15670 NE 85th ST
Redmond, WA 98073

RE: Early Implementation Climate Planning Grant

Dear Mayor Birney:

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

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

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

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

Sincerely,

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

Dave Andersen, AICP
Managing Director
Growth Management Services

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



Interagency Agreement with

City of Redmond

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Early Implementation Climate Planning Grant

Start date: July 1, 2022

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 23-63333-121

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

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



Washington State
Department of
Commerce

Angela Birney, Mayor
City of Redmond

Date

Mark K. Barkley, Assistant Director
Local Government Division

Date

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

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

1. AUTHORITY

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

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

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

4. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

Invoices and End of Fiscal Year

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

5. INSURANCE

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

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

6. SUBCONTRACTOR DATA COLLECTION

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

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

21. WAIVER

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

Scope of Work

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

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

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

Budget

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

Objective 1 – Resilient Stormwater Infrastructure Design:

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

Objective 2 – Transportation Master Plan:

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



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-145
Type: Consent Item

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

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Cori Baker	Support Services Supervisor
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TITLE:

Approval of the Attorney General Federal Pass-through Grant for the Purchase of a Refrigeration Unit to Store Sexual Assault Kits

OVERVIEW STATEMENT:

The Redmond Police Department Property & Evidence Unit received a subaward grant in the amount of approximately \$4,400 under the above program. The subaward grant is for purchase of a refrigeration unit for storage of sexual assault kits, RCW 5.70.

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:**
RCW 5.70.030, revised in the 2020 legislative session, requires law enforcement agencies to preserve and store sexual assault kits for 20 years. Sexual assault kits must be preserved and stored by refrigeration.

OUTCOMES:

The Police Department Property & Evidence Unit is required by statute to store sexual assault kits for 20 years, as well as

other items of evidence that must also be refrigerated such as perishable items, blood and other biological fluids, and DNA work product. The purchase and reimbursement of this refrigeration unit will help to offset the City's cost to comply with applicable statutes.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The grant was awarded on 3/14/22 and the unit was purchased and received by RPD on 5/31/22
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

If the reimbursement is not approved, the cost is \$4,019.73

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

Grant subaward through the Washington State Attorney General's Office

Budget/Funding Constraints:

Reimbursement request must be made by 10/30/2022

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/20/2022	Committee of the Whole - Public Safety and Human Services	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Reimbursement requests must be received by 10/30/2022.

ANTICIPATED RESULT IF NOT APPROVED:

The purchase amount of \$4,019.73 would not be reimbursed by the grant and the cost would come out of the department budget.

ATTACHMENTS:

Attachment A: Revised Code of Washington 5.7.030

Attachment B: Redmond Subrecipient Amended Acknowledgement 6/9/22

Attachment C: Refrigeration Unit Purchase Receipt

RCW 5.70.030 Unreported sexual assault kits—Transportation to local law enforcement agency—Storage and preservation. (1)(a) Any unreported sexual assault kit collected on or after June 30, 2020, must be transported from the collecting entity to the applicable local law enforcement agency.

(b) By January 1, 2021, unreported sexual assault kits collected prior to June 30, 2020, and stored according to the requirements of RCW 70.125.101 must be transported to the applicable local law enforcement agency.

(2)(a) The applicable local law enforcement agency is responsible for conducting the transport of the unreported sexual assault kit from the collecting entity to the agency as required under subsection (1) of this section.

(b) The applicable law enforcement agency shall store and preserve the unreported sexual assault kit for twenty years from the date of collection.

(3) The term "applicable local law enforcement agency" refers to the local law enforcement agency that would have jurisdiction to investigate any related criminal allegations if they were to be reported to law enforcement. The applicable local law enforcement agency is determined through consultation between the collecting entity or, in the case of unreported sexual assault kits stored according to the requirements of RCW 70.125.101, the Washington state patrol, and local law enforcement agencies. [2020 c 26 § 3.]

Effective date—2020 c 26 § 3: "Section 3 of this act takes effect June 30, 2020." [2020 c 26 § 19.]



Bob Ferguson

**ATTORNEY GENERAL OF
WASHINGTON**

Financial Services Division

PO Box 40107 • Olympia, WA 98504-0107 • (360) 586-3003

June 9, 2022

Redmond Police Department
DUNS 022829899
8701 160th Avenue NE
Redmond, WA 98034

RE: Federal Grant Info: SAKI 2017-AK-BX-0016 Grant; CFDA 16.833; US DOJ, OJP, BJA;
10/1/17-9/30/22; Attorney General of Washington (pass-thru agency) Award \$3,000,000

Subrecipient: Redmond Police Department

Contract: RU-22-33

Subaward: **approx.** \$4,400.00 for Purchase of Requested Refrigeration Unit(s)

This letter amends the award notice sent on March 14, 2022 as bolded herein.

The Washington State Office of the Attorney General (AGO) is pleased to announce that the Redmond Police Department has been selected to receive an award to purchase a refrigeration unit to help with storage of evidence from sexual assault investigations as outlined in the Subrecipient Commitment form that your agency submitted to AGO Grants. **Any purchases that exceed \$1,000 over the awarded amount require justification for the excess cost and written approval from the AGO before purchase.**

Please sign and date below to acknowledge acceptance of this grant and return to FISGrants@atg.wa.gov by **June 30, 2022**.

This is a cost reimbursement grant and funds will not be awarded in advance. Upon purchase of

this unit, please submit any invoices and receipts for reimbursement along with a photo of the purchased refrigeration unit to FISGrants@atg.wa.gov. The unit must be purchased and received prior to September 30, 2022.

The Attorney General's Office would like to thank you for your commitment to public safety and for partnering with the AGO in its efforts to address the accumulation of unsubmitted sexual assault kits and provide answers to survivors and their families.

We look forward to our continued partnership on this important project. If you have any questions, please email FISGrants@atg.wa.gov.

Sincerely,

.....



John Hillman, Division Chief
Criminal Justice

Attachments

cc: Katharine Hemann, AAG, SAKI Site Coordinator
Laura Twitchell, Managing AAG, SAKI Unit Lead
Marci Phillips, Grant Manager
Cherié Norris, Grant and Contract Supervisor

ACKNOWLEDGEMENT AND ACCEPTANCE OF AMENDED GRANT AWARD

Redmond Police Department

Signature and Date

Printed Name and Title

From: [Lowe's Home Improvement](#)
To: [Cori Baker](#)
Subject: Thanks for Your Order! #891097559
Date: Thursday, May 19, 2022 3:15:00 PM

External Email Warning! Use caution before clicking links or opening attachments.



We Received Your Order

We'll email you any updates to your order, including information on shipping, delivery or store pickup.

[CHECK ORDER STATUS](#)

Order # 891097559

Invoice # 71117

Delivery

Address

Cori Baker
8701 160TH AVE NE
REDMOND , WA 98052
(425) 279-3117
cbaker@redmond.gov

Delivery Item(s)

47-cu ft 2-Door Reach-in Commercial Refrigerator (Stainless Steel) **QTY**

Item #: 3644738 | Model #: S-47R **1**

Unit Price \$3,698.00 | **Subtotal** \$3,698.00

Fulfilling Store: LOWE'S OF ISSAQUAH, WA. **(425) 391-3355**

Estimated Delivery Date: Wednesday, May 25, 2022

08:00 am - 08:00 pm



Need to Reschedule?

Reschedule your delivery [online](#).



Need help with your delivery?

Give LOWE'S OF ISSAQUAH, WA. a call at [\(425\) 391-3355](tel:425-391-3355)

Order Info

Sold To

Cori Baker
(425) 279-3117
cbaker@redmond.gov

Order #	891097559
Invoice #	71117
Order Date	05/19/2022
Total Savings	\$89.00
Subtotal	\$3,698.00
Shipping/Delivery	\$0.00
Total Tax	\$321.73
Order Total	\$4,019.73
Payment	VISA ending in 3513 \$4,019.73

For more information on when you'll be charged, view our [billing policy](#).

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2



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Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-146
Type: Consent Item

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

Finance	Chip Corder	425-556-2189
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DEPARTMENT STAFF:

Finance	Irene Banschbach	Risk & Safety Program Coordinator
---------	------------------	--------------------------------------

TITLE:

Adoption of a Resolution to Accept Membership into the Cities Insurance Association of Washington (CIAW) through an Interlocal Agreement

- a. Resolution No. 1562: A Resolution of the City Council of the City of Redmond, Washington, Approving Membership in the Cities Insurance Association of Washington (CIAW) and the Bylaws and Interlocal Agreement of the CIAW

OVERVIEW STATEMENT:

The City is exposed to various risks of loss such as theft, damage, destruction of assets, errors & omissions, injuries or property damage to others, employees’ health, and natural disasters. The City is self-insured up to specific dollar limits, utilizing commercial insurance for claims in excess of these specific dollar limits.

Over the past 12 years the City has renewed its insurance policies including commercial, general liability, buildings, auto, and umbrella policies with Travelers Indemnity Company. This year Travelers declined to renew Redmond’s suite of liability insurance policies for two reasons. One, Washington state does not have personal injury limits. Two, the City had a large settlement in 2022 on a police officer involved shooting case. Up to this point Redmond was the only city in Washington state that Travelers insured.

After a robust solicitation process, the City replaced Travelers with CIAW, a public entity risk program that provides comprehensive property and liability coverage. CIAW was created with the purpose of sharing risk and creating buying power for its members. Currently, CIAW has over 200 members, including 63 Washington cities. Prior to its 12-year relationship with Travelers, Redmond was a member of CIAW.

A Board of Directors, which is elected by the membership, governs the CIAW. The Board, in turn, contracts with a third-party administrator, Clear Risk Solutions, to carry out the day-to-day administrative, claims and risk management services.

Attachment A is a resolution approving membership in the CIAW. Attachment B is an interlocal agreement with CIAW.

Attachment C is an insurance premium cost comparison between the 9/1/21 - 8/31/22 (Travelers) and 9/1/22 - 8/31/23 (CIAW) coverage periods. Overall, the total insurance premiums are increasing \$1,135,002 (112.1%).

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
- RCW Chapter 48.62 - provides that two or more “local government entities” may, pursuant to RCW 39.34 jointly purchase insurance (referred to as a “Joint Insurance Purchasing Pool”)
- RCW Chapter 48.62.020 - defines “local government entities” to include cities and towns organized and existing under Title 35 or 35A RCW along with certain districts and municipal corporations.
- RMC Chapter 3.80.10 Insurance Claims and Reserve Fund - provides for the consolidation of insurance premiums, claims and reserves into a single fund.
- **Council Request:**
N/A
- **Other Key Facts:**
Approval of the resolution is required for the City of Redmond to become a CIAW member through an Interlocal Agreement.

OUTCOMES:

Upon adoption of the resolution, the City will become a member of CIAW for the 9/1/22 through 8/31/23 coverage period.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The total insurance premium cost for the 9/1/22 through 8/31/23 coverage period (see Attachment C) is \$2,147,674.

This excludes an additional premium for Cyber Liability, which will be forthcoming as the November 29, 2022 renewal date approaches.

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:

Staff will prepare a budget adjustment for the 2021-2022 biennium, which will be reviewed by the Finance, Administration, and Communications Committee of the Whole on October 11, 2022, and submitted for Council approval on the October 18, 2022 consent calendar.

Funding source(s):

General Fund surplus from the 2021-2022 biennium will be used to cover the additional cost from 9/1/22 through 12/31/22.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/20/2022	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Time is of the essence as membership in the CIAW is a requirement to participate in its joint insurance purchasing pool.

ANTICIPATED RESULT IF NOT APPROVED:

If Council does not approve the resolution, the city would have no financial protection for significant claims in excess of its current self-insured limits.

ATTACHMENTS:

- Attachment A: Resolution
- Attachment B: CIAW Interlocal Agreement
- Attachment C: Insurance Premium Comparisons

**CITY OF REDMOND
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING MEMBERSHIP IN THE CITIES INSURANCE ASSOCIATION OF WASHINGTON (CIAW) AND THE BYLAWS AND INTERLOCAL AGREEMENT OF THE CIAW

WHEREAS, Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance); and

WHEREAS, Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations; and

WHEREAS, The Cities Insurance Association of Washington (CIAW) is authorized to develop and administer a program which provides an opportunity for members to jointly pool and self-insure their liability losses, jointly purchase property insurance and excess reinsurance, and jointly utilize administrative and other services; and

WHEREAS, it is in the best public interest of the City of Redmond to become a member of CIAW and participate in such a program.

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

Section 1. Membership in Cities Insurance Association of Washington. The Council hereby approves the Interlocal Agreement and By-laws of the CIAW and hereby agrees to become a member of the CIAW.

Section 2. Effective Date. This resolution shall become effective immediately upon passage by the Redmond City Council.

ADOPTED by the Redmond City Council this ____ day of _____, 2022.

APPROVED:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

ATTACHMENT B



INTERLOCAL AGREEMENT OF CITIES INSURANCE ASSOCIATION OF WASHINGTON

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 FOR
 INTERLOCAL AGREEMENT
 CREATING THE
 CITIES INSURANCE ASSOCIATION OF WASHINGTON

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INTERLOCAL AGREEMENT CREATING THE
CITIES INSURANCE ASSOCIATION OF WASHINGTON

1. *Introduction.*

THIS AGREEMENT is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington by and among the Washington cities and towns or public entities listed in Exhibit A attached hereto (the "Members").

2. *Recitals.*

- 2.1 Chapter 48.62 Revised Code of Washington provides that two or more "local governmental entities" may, pursuant to Chapter 39.34 Revised Code of Washington, jointly purchase insurance (these activities are hereafter collectively referred to as a "Joint Insurance Purchasing Pool").
- 2.2 Revised Code of Washington Section 48.62.020 defines "local government entities" to include cities and towns organized and existing under Title 35 or 35A Revised Code of Washington along with certain districts and municipal corporations.
- 2.3 It is to the mutual benefit of the Members and in the best public interest of the Members to join together to establish this Joint Insurance Purchasing Pool to accomplish the purpose set forth herein.
- 2.4 The Members have determined it is in their best interest to participate in such a program.

3. *Agreement.*

In consideration of the foregoing and the mutual benefits to be derived herefrom, the Members agree as follows:

3.1 *Purpose of Agreement.*

This Agreement is entered into by the Members pursuant to Chapter 39.34 Revised Code of Washington and Chapter 48.62 Revised Code of Washington for the purpose of authorizing the creation of the Cities

Insurance Association of Washington (the “Association”), which shall be organized as a non-profit corporation under Chapter 24.03 Revised Code of Washington, to provide a Joint Insurance Purchasing Pool for the benefit of cities and towns in the State of Washington organized and existing pursuant to Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1). The Association shall, in exchange for the payment of annual assessments and retroactive assessments by the Regular Members, administer a Joint Insurance Purchasing Pool wherein the Members will pool their losses and claims and jointly purchase insurance and administrative and other services through the Association including claims adjusting, risk management consulting, loss prevention and related services at levels established in each annual budget. It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional cities and towns organized and existing under Title 35 or 35A Revised Code of Washington and districts and other municipal corporations as defined by RCW 48.62.021(1) as may desire to participate in the Joint Insurance Purchasing Pool. It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Association may, at the discretion of its Board of Directors, contract with other local governmental entities in the State of Washington to provide, at a reasonable charge, administrative and other services, including claims adjusting, risk management consulting, loss prevention and training.

3.2 *Parties to Agreement.*

3.2.1 Each party to this Agreement certifies that it intends to contract with all parties who are signatories of this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement pursuant to Section 3.12. Each party to this Agreement also certifies that the withdrawal or cancellation of any party to this Agreement, pursuant to Sections 3.13 or 3.14, shall not affect this Agreement or such party’s intent to contract pursuant to the terms of this Agreement with the then remaining parties to this Agreement.

3.2.2 *Types of Memberships.*

There shall be two separate memberships in the Association. Regular Members shall be made up of cities and towns. Regular Members shall be owners of the corporation with full voting rights. Associate Members are Public Entities approved for special membership as per the By-Laws of the Association. Associate Members shall have no ownership in the corporation and shall have no vote in corporate matters.

3.3 *Term of Agreement.*

This Agreement shall become effective on September 1, 1988, and shall remain in force until terminated pursuant to the provisions of Section 3.16.

3.4 *Creation of Association.*

3.4.1 Pursuant to Chapter 48.62 Revised Code of Washington and Chapter 39.34 Revised Code of Washington, the Members authorize the incorporation of the Association as a non-profit corporation pursuant to Chapter 24.03 Revised Code of Washington and articles of incorporation substantially in the form attached as Exhibit B. The initial Board of Directors shall serve until the first annual election of Board of Directors members, which shall be held no later than 180 days after the effective date of this Agreement. Each Regular Member shall become a Member of the corporation. Associate Members shall be an associate of the corporation. The regulation and management of the affairs of the Association shall be governed by this Agreement, and corporate By-Laws substantially in the form attached as Exhibit C, which shall be adopted by the initial Board of Directors immediately upon the incorporation of the Association. The Association's articles of incorporation and By-Laws may be amended from time to time as deemed necessary by the Members and Board of Directors pursuant to the procedures set forth in Chapter 24.03 Revised Code of Washington and Article 17 of the By-Laws.

3.4.2 Notwithstanding the foregoing, the Board of Directors shall have no power or authority to incur any obligations on the part of, or to be chargeable to, Members or Associates in excess of the

requirement of each Member or Associate to compensate the Association or the insurance carrier with whom the Association has affected a transaction as authorized by this Agreement, for the individual Member's or Associate's share or obligation for the purchase of insurance contemplated and authorized by this Agreement. The debts, obligations and liabilities of any Member or Associate shall not become the debts, obligations and liabilities of other Members or Associates except as provided by Section 3.11 of this Agreement.

3.4.3 The insurance afforded to each Member or Associate pursuant to this Agreement is limited to the insurance provided by any insurer of the Association and the coverages defined in the policies of insurance issued by any insurer of the Association. No coverage, benefit or insurance in excess or different from that afforded by any insurer of the Association is offered or afforded to any Member or Associate by execution of this Agreement.

3.5 *Powers of the Association.*

The Members and Associates hereby delegate to the Association the powers which are common to the Members or Associates and which are reasonably necessary and proper to carry out the purposes and terms of this Agreement. Such powers shall include, but not be limited to, the power to:

3.5.1 Establish, and require compliance with, all terms of the Joint Insurance Purchasing Pool to be provided by the Association including the types and limits of the insurance coverage, the methodology to be used to allocate the Association's costs among Regular and Associate Members, and the amount of retroactive assessments to be paid by each Regular Member;

3.5.2 Make and enter into contracts;

3.5.3 Incur debts, liabilities or obligations;

3.5.4 Acquire, receive, hold or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;

- 3.5.5 Sue and be sued, complain and defend, in its corporate name;
- 3.5.6 Hire employees and agents; and
- 3.5.7 Employ a third party administrator to act in accordance with Section 3.8.6.

The powers delegated to the Association shall be exercised pursuant to the terms of this Agreement and in the manner provided by law.

3.6 *Responsibilities of the Association.*

The Association shall have the following responsibilities:

- 3.6.1 Within 30 days after the effective date of this Agreement, the Board of Directors shall adopt a budget. A similar budget shall be adopted by the Board of Directors prior to the beginning of each fiscal year thereafter. Such budget shall specify the types and limits of the insurance coverage to be provided through the Association, the estimated annual assessment to be paid by each Member or Associate, and the methodology to be used to allocate the Association's costs, including deductible costs, administrative costs, and loss costs, to each Regular Member on a retroactive basis and to establish the amount, if any, of each Regular Member's retroactive assessment.
- 3.6.2 The Association will assist each Member's or Associate's risk manager, upon request, with the implementation of risk management programs.
- 3.6.3 The Association may provide loss prevention, safety, and consulting services to Members and Associates.
- 3.6.4 The Association will provide claims adjusting and subrogation services for claims covered by the Association's Joint Insurance Purchasing Pool.
- 3.6.5 The Association will provide loss analysis for the Members and Associates for the purpose of identifying high exposure operations and evaluating proper levels of self-retention and deductibles.

3.6.6 The Association may conduct risk management audits to assess each Member's and Associate's participation in the Joint Insurance Purchasing Pool.

3.7 *Responsibilities of Members.*

Members shall have the following responsibilities:

3.7.1 The governing body of each Member or Associate shall designate in writing a representative who shall be authorized to exercise the Member's or Associate's voting rights with respect to the Association and to act on behalf of the Member or Associate with respect to all matters pertaining to the Association.

3.7.2 Each Member or Associate shall maintain its own set of records, as a loss log, on all categories of loss to ensure accuracy of the Association's loss reporting system and shall provide to the Association a written report of all potential claims or losses within 14 days after they become known to the Member or Associate.

3.7.3 Each Member or Associate shall pay to the Association when due all assessments and retroactive assessments established by the Association pursuant to the terms of this Agreement. After the withdrawal, cancellation, or termination of a Regular Member, such Regular Member shall continue to pay to the Association when due its share of any retroactive assessment established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully.

3.7.4 Each Member or Associate shall provide the Association with such information or assistance as may be necessary for the Association to carry out the Joint Insurance Purchasing Pool.

3.7.5 Each Member or Associate shall comply with all By-Laws, resolutions, and policies by the Board of Directors and shall cooperate with the Association, and any insurer of the Association, in accomplishing the purposes of this Agreement.

3.7.6 Each Member or Associate shall participate as provided herein in the selection of members of the Board of Directors.

3.8 *Board of Directors' Authority.*

3.8.1 The Association shall be governed by a Board of Directors. The Board of Directors shall consist of ten members, to be selected from the Regular Membership. Beginning with the second election of members to the Board of Directors, the Regular Members of that Committee shall be selected as follows: the area served by the Association shall be divided into three geographic regions, with each region represented by a number of representatives assigned to the region based on the number of Regular Members from that region.

3.8.2 To ensure that consistent management is provided for the Association into the future, the initial Board of Directors members shall have terms of one, two or three years. After the initial election, all Board of Directors members will be elected for a three-year term. Those terms will provide that four of the ten committee members will be elected for full terms in two consecutive years and three of the regular committee members will be elected for full terms the third year.

3.8.3 The Board of Directors shall elect a Chair for each fiscal year. In addition, the Board of Directors shall elect a Vice-Chair who will in the absence of the Chair or, in the event of the Chair's inability or refusal to act, perform the duties of the Chair.

3.8.4 Each member of the Board of Directors shall have one vote.

3.8.5 A majority of the members of the Board of Directors shall be required to transact the business of the Board of Directors.

3.8.6 The Third Party Administrator shall have the general supervisory control over the day to day decisions and administrative activities of the Association. Activities shall include but not be limited to: (1) negotiations and placement for insurance coverage contracts, (2) disbursement of billings to individual Members and Associates for their proportionate charges, (3) payment and management of claims

sustained by Members or Associates of the Association and liaison with representatives acting on behalf of participating Members or Associates.

- 3.8.7 Administrative costs and charges to be paid to the Third Party Administrator shall be negotiated between the Board of Directors and the Administrator.
- 3.8.8 Pool funds shall be administered by the Association Administrator under the control and supervision of the Board of Directors. The Administrator will be authorized to disburse funds for the processing of covered claims and administrative costs. All parties having check writing authority on Association funds shall be bonded to the Association in an amount established by the Board of Directors.
- 3.8.9 The Board of Directors will provide for an audit of the accounts and records of the Association. When such an audit of the accounts and records is made by the Washington State Auditor's office, a report thereof shall be filed as a record with the office of the Administrator. Such reports shall be conducted and filed as required by law. Costs of this audit shall be borne by the Association and shall be considered as administrative costs.
- 3.8.10 Pursuant to the laws and regulations of the State of Washington, the Association elects to invest its assets in permissible investments in a manner which is permitted by law, such manner of investment to be selected from time to time by resolution of the Board of Directors.
- 3.8.11 The Board of Directors shall establish an annual budget for the Association. The Administrator shall submit a proposed budget for the following fiscal year 60 days prior to the end of each fiscal year to the Board of Directors. Fiscal years for the Association shall be from December 1 through November 30 of the next calendar year. The Board of Directors shall determine the estimated expenses and costs to be incurred by the Association for the next fiscal year and shall adopt a budget derived from the Administrator's proposed budget. The budget shall be in a form to provide the following information for the Association as a whole:
 - (1) beginning

and ending unreserved fund balance, (2) anticipated revenues in detail, and (3) appropriations in detail. The Board of Directors shall apportion that budget cost among the Members and Associates. All payments due to the Association from Members or Associates upon the basis of each budgeted assessment shall be paid as invoiced for the fiscal year for which the assessment is made.

3.8.12 The first budget and premium assessments shall be proposed by the Administrator and approved by the Board of Directors not later than 30 days after the effective date of this Agreement.

3.8.13 Any vacancies on the Board of Directors that occur during a term of office shall be filled by an election of the Board of Directors by a simple majority vote. Any replacement shall fill out the unexpired term of the committee member replaced.

3.9 *Service Representative Relationship.*

3.9.1 Each participating Member or Associate of the Association shall designate a servicing representative to act on their behalf in liaison with the needs of the Association Administrator. Should a participating Member choose not to designate a local servicing representative, the Association shall supply such services in accordance with a fee schedule adopted annually by the Board of Directors. Service representatives' minimum duties and criteria will be established by resolution of the Board of Directors and reviewed annually. Duties will include, but are not limited to the providing of local claims assistance, the securing of underwriting information, completion of applications, updating of vehicle lists and information and such other functions as the Board of Directors may from time to time establish by resolution.

3.9.2 Any fees to be paid the servicing representative by each Member or Associate will be established and paid by the Member or Associate.

3.9.3 Each Member and Associate agrees to indemnify and hold the Association, its Administrator, employees and agents, harmless from and indemnify them against any claims, complaints, causes

of action or judgments arising from any allegation of a failure of the performance or negligence on the part of the Member's or Associate's servicing representative including a failure to communicate to or forward communications from the Association, the Association's Administrator or any Association insurer. The employment of a servicing representative and the scope of the services performed by that representative is completely within the domain of the Member or Associate. A Member or Associate acts upon the advice and actions or inactions of its servicing representative at its sole risk.

3.10 *Effective Date of Pooled Insurance Purchasing Program.*

The Joint Insurance Purchasing Pool shall become effective on September 1, 1988 or upon execution of this Agreement by two or more Members, whichever occurs first.

3.11 *Contingent Liability and Retroactive Assessments.*

3.11.1 Pursuant to the provisions of Revised Code of Washington Section 48.62.060, each Regular Member shall be contingently liable for the liabilities of the Association in the event the assets or insurance of the Association are not sufficient to cover its liabilities. Any actual or projected deficits of the Association shall be financed through retroactive assessments levied against each Regular Member in accordance with the following cost allocation methodology.

3.11.2 In the event the Association's assets should be insufficient to cover liabilities, the Board of Directors shall direct the Administrator to reassess Regular Members an amount according to the following formula:

$$\begin{array}{l} \text{Member} \\ \text{Reassessment} \\ \text{Amount} \end{array} = \begin{array}{l} (\text{Liability Due and Not} \\ \text{Serviced By Current} \\ \text{Pool Assets) + (Required} \\ \text{Reserve Account)} \end{array} \times \begin{array}{l} \text{Member Contribution or} \\ \text{Assessments Since Inception} \\ \text{TOTAL OF ALL Assessments} \\ \text{or Contributions Since Inception} \end{array}$$

The reassessment will be implemented only after a review of the circumstances surrounding the deficiency by the Board of Directors and approved by the Board of Directors. Should any Member leave

the Association and subsequently a deficiency exist in the period that the entity was a Regular Member of the Association, the city or town in question shall be assessed the amount that the Association is held liable for the period in question.

3.12 *New Members.*

Members admitted as Regular Members of the Association after one year from the effective date of the Joint Insurance Purchasing Pool may be required to pay a reasonable share of the unreserved fund balance of the Association and the costs necessary to analyze their loss data and determine their premiums. Any costs to be paid by the Regular or Associate new Members shall be determined by the Board of Directors.

3.13 *Withdrawal.*

Any Member or Associate may withdraw only at the end of the Association's fiscal year (November 30) and only after it has given the Association written notice prior to December 1 of the preceding calendar year of its decision to withdraw from this Agreement.

3.14 *Cancellation.*

The Association shall have the right to cancel any Member's or Associate's participation in the Joint Insurance Purchasing Pool upon the affirmative vote of at least three-fourths of the whole Board of Directors at any regular or special meeting. Any Member or Associate so canceled shall be given 180 days' notice prior to the effective date of the cancellation.

3.15 *Effect of Withdrawal or Cancellation.*

Neither the withdrawal nor the cancellation of any Member or Associate shall cause the termination of this Agreement. No Member or Associate by withdrawing or having its membership canceled shall be entitled to payment or return of any assessment paid by the Member or Associate to the Association or any Association insurer, or to any distribution of the Association's assets. The withdrawal or cancellation of any Regular Member after the effective date of the Joint Insurance Purchasing Pool shall not terminate its responsibility to contribute its share of any

assessments or retroactive assessments established by the Association until all claims, losses, costs, and other unpaid liabilities relating to the Regular Member's period of membership have been resolved fully and a determination of the final amount of payment owed by the Regular Member or credit due the Regular Member for the period of its membership has been made by the Board of Directors. In making this determination, the Board of Directors shall use the cost allocation methodology or methodologies established by the budgets adopted pursuant to the requirement of Section 3.6.1 hereof. It is the intent of this Agreement that no assets of the Association shall be owned by Associate Members nor shall Associate Members be responsible for debts incurred by the Association other than insurance premiums, assessments and claim deductibles attributed to the Associate Member's membership.

3.16 *Termination and Distribution.*

3.16.1 *Termination.*

This Agreement may be terminated at any time by the written consent of three-fourths of the Members. However, this Agreement and the Association shall continue to exist for the purpose of paying all debts and liabilities, disposing of all claims, distributing net assets, and otherwise winding up and liquidating the affairs of the Association. The Board of Directors is vested with all powers of the Association during such winding up and liquidation, including the power to require Regular Members, including those Regular Members who withdrew prior to the termination date, to pay any retroactive assessments deemed necessary by the Board of Directors to fully resolve and dispose of all claims, losses and liabilities covered by this Agreement. The retroactive assessment shall be determined on the basis of the cost allocation methodology or methodologies established by the resolutions adopted pursuant to the requirements of Sections 3.6.1 and 3.11.2 hereof.

3.16.2 *Distribution.*

Upon termination of this Agreement and full satisfaction of all outstanding claims, losses, and liabilities of the Association, all assets of the Association shall be distributed among the Regular

Members who were Members of the Joint Insurance Purchasing Pool, on the date action to terminate this Agreement was taken, in proportion to the cash payments made by each Regular Member during the term of this Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been resolved fully.

3.17 *Notices.*

Notice to Members or Associates hereunder shall be sufficient if mailed to the office of the last official address of the respective Member.

3.18 *Amendment.*

This Agreement may be amended at any time by the approval of three-fourths of the Members present or voting at any meeting of the Members. All amendments shall be in writing. Amendments may be proposed by the Board of Directors. Any proposed amendment to this agreement adopted by three-fourths of the whole Board of Directors shall be deemed adopted subject to review by the Members. If four-tenths of the Members present or voting at any meeting of the Members (called in accordance with Article 3 of the By-Laws) vote to repeal any amendment adopted by three-fourths of the whole Board of Directors, that amendment is deemed repealed.

3.19 *Enforcement.*

The Association is hereby granted the authority to enforce the terms of this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the By-Laws against any Member or Associate or previous Member or Associate, the Member or Associate or previous Member or Associate agrees to pay such sums as the court may fix as reasonable attorneys' fees and costs in said action including fees and costs on appeal.

3.20 *Default and Remedies.*

If any Member or Associate fails to perform any term or condition of this Agreement and such failure continues for a period of sixty days after the Association has given the Member or Associate written notice of such

failure, the Member or Associate shall be in default hereunder. Upon default, the Association may immediately cancel the Member's or Associate's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of the Association are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

3.21 *No Waivers.*

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

3.22 *Prohibition Against Assignment.*

No Member or Associate may assign any right, claim or interest it may have under this Agreement, except to a successor entity following a statutory reorganization. Should any Member or Associate reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member or Associate or Members or Associates upon approval of the Board of Directors. No creditor, assignee or third party beneficiary of any Member or Associate shall have any right, claim or title to any part, share, interest, fund premium or asset of the Association.

3.23 *Entire Agreement.*

This Agreement contains the entire understanding of the parties, and they acknowledge that there is no other written or oral understanding or promise between them with respect to the matters addressed by this Agreement. This Agreement may not be altered, amended, or revoked except pursuant to the provision of Section 3.18.

3.24 *Severability.*

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

3.25 *Time.*

Time is of the essence of this Agreement and each and every provision hereof.

3.26 *Section Headings.*

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they introduce.

3.27 *Governing Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3.28 *Counterpart Copies.*

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

4. Execution.

The parties have executed this Agreement by authorized officials thereof.

Name of City or Town or Public Entity

Mailing Address

Street Address (if different from above)

City

Zip

Phone

By _____
Signature of Authorized Official

(Print or Type Name)

Title

Date

EXHIBIT A List

of Members



All Members 2021-2022

City Members

1. Town of Albion
2. City of Asotin
3. City of Blaine
4. City of Buckley
5. City of Chewelah
6. City of Colfax
7. Town of Colton
8. City of Colville
9. City of Connell
10. City of Cosmopolis
11. Town of Coulee Dam
12. City of Davenport
13. City of East Wenatchee
14. City of Electric City
15. Town of Elmer City
16. Town of Endicott
17. City of Entiat
18. City of Ephrata
19. City of Fircrest
20. City of Grand Coulee
21. Town of Hartline
22. City of Ilwaco
23. Town of Lone
24. City of Kahlotus
25. City of Kittitas
26. Town of Krupp
27. Town of LaCrosse
28. City of Liberty Lake
29. Town of Lind
30. Town of Malden
31. Town of Mansfield
32. Town of Marcus
33. City of Moxee
34. City of Napavine
35. Town of Nespelam
36. City of Newport
37. City of Nooksack
38. City of Oakville
39. City of Okanogan
40. City of Omak
41. City of Oroville
42. City of Palouse
43. City of Prosser
44. City of Quincy
45. Town of Reardan
46. City of Republic
47. City of Ritzville
48. City of Royal City
49. City of SeaTac
50. City of Sedro-Woolley
51. Town of South Cle Elum
52. City of Sprague
53. Town of Starbuck
54. Town of St. John
55. City of Sultan
56. Town of Uniontown
57. City of Waitsburg
58. City of Wapato
59. Town of Waterville
60. Town of Wilbur
61. Town of Wilkeson
62. City of Winlock
63. City of Woodland

Fire District Members

1. Aero-Skagit Emergency Services
2. Blue Mountain Fire District #1
3. Chelan County FPD #1
4. Chelan County FPD #3
5. Clallam County FPD #2
6. Columbia County FPD #1
7. Columbia - Walla Walla Co Fire District #2
8. Douglas County FPD #2
9. Douglas County FPD #5



All Members 2021-2022

10. Enumclaw Fire Department
11. Ferry/Okanogan Fire District #13
12. Ferry/Okanogan County FPD #14
13. Franklin County FD #1
14. Franklin County FPD #2
15. Franklin County FPD #4
16. Glacier Fire & Rescue
17. Grant County FPD #4
18. Grant County FPD #13
19. Grant County FPD #14
20. Grays Harbor County FPD #5
21. King County FD #4
dba Shoreline Fire Department
22. King County FPD #34
23. King County FPD #50
24. Kittitas County FPD #6
25. Klickitat County FPD #10
26. Lincoln County Emergency Communications
27. Lincoln County FPD #5/Davenport FD
28. North Pacific County EMS
29. Okanogan County Rural Fire District #1
30. Okanogan County FPD #4
31. Okanogan County FPD #9
32. Okanogan County FPD #16
33. Pacific County FPD #8
34. Pierce County FPD #26
35. Puget Sound Regional Fire Authority
36. Region 6 Training Council
37. San Juan County Fire District #5
38. Skagit County FPD #10
39. Skagit County Fire District #19
40. Snohomish County FPD #5
41. Snohomish County FPD #10
42. Stevens County FPD #3
43. Stevens County FPD #4
44. West Thurston Regional Fire Authority
45. Whatcom County FPD #1
46. Whatcom County FPD #7
47. Whatcom County FPD #14
48. Whatcom County FPD #21
dba North Whatcom Fire and Rescue

50. Whitman County FPD #2
51. Whitman County RFD #4 & Palouse Fire Protection Board

Special District Members

1. Alpine Water District
2. Asotin County Cemetery District #1
3. Asotin County Public Facility District
4. Basin City Water-Sewer District
5. Bellingham-Whatcom Public Facilities District
6. Bridgeport Bar Irrigation District
7. Cascade Irrigation District
8. Columbia Valley Water District
9. Columbia Water & Power Irrigation District
10. Consolidated Diking Improvement District #1
11. Consolidated Diking Improvement District #2
12. Consolidated Diking Improvement District #3
13. Consolidated Irrigation District #19
14. Dallesport Water District
15. Diking Improvement District #15
16. Drainage Improvement District #1
17. East Columbia Basin Irrigation District
18. East Spokane Water District #1-109
19. Elbe Water & Sewer District
20. Endicott Park and Recreation District #7
21. Gardena Farms Irrigation District #13
22. Garfield Parks & Recreation
23. Grant County Cemetery District #1
24. Hunters Water District
25. Icicle Peshastin Irrigation District
26. Irvin Water District #6
27. Jefferson County Rural Library District
28. Kennewick Irrigation District
29. Kennewick Public Facilities District
30. King County Drainage District #5
31. King County Drainage District #13
32. Kittitas County Water District #2
33. Kittitas Reclamation District



All Members 2021-2022

34. Lakehaven Water & Sewer District
35. Lexington Flood Control Zone
36. Lind Cemetery District
37. Lower Stemilt Irrigation District
38. Malaga Water District
39. Moab Irrigation District #20
40. Moses Lake Irrigation & Rehabilitation District
41. Naches-Selah Irrigation District
42. North Central Regional Library
43. North Spokane Irrigation District #8-232
44. North Whidbey Parks & Recreation District
45. Okanogan County Transit Authority
46. Orchard Avenue Irrigation District #6-17
47. Pasadena Park Irrigation District #17-11
48. Peshastin Water District
49. Pierce County Flood Control District
50. Pierce County Noxious Weed Control Board
51. Point Roberts Parks & Recreation District #1
52. Port of Ephrata
53. Port of Kennewick
54. Port of Othello
55. Port of Quincy
56. Port of Mattawa
57. Quincy Columbia Basin Irrigation District
58. Ritzville Public Development Authority
59. Roza Irrigation District
60. Skagit County Dike Drainage & Irrigation Dist #12
61. Skagit County Drainage District #14
62. Skagit County Drainage & Irrigation District #16
63. Skagit County Public Hospital Dist. #304
64. Skagit County Sewer District #2
65. South Banks Lake Mosquito Control District #3
66. South Columbia Basin Irrigation District
67. Startup Water District
68. Sunnyside Valley Irrigation District
69. Tacoma Community Redevelopment Authority
70. Tacoma-Pierce Co. Employment & Training Consortium
dba Workforce Central
71. Tacoma-Pierce County Health Department
72. Timberland Regional Library
73. Trentwood Irrigation District #3
74. Twin Transit
75. Uniontown Community Development Association
76. Whitman County Public Hospital District #2
77. Yakima County Joint Board of Control #1
78. Yakima Tieton Irrigation District
79. Yakima County Rural Library District
dba Yakima Valley Regional Library

ATTACHMENT C

City of Redmond

Insurance Premium Comparison 2021-2022 vs. 2022-2023

SEPT 1 RENEWAL DATE	2021-2022 Premium	2021-2022 Carrier	2022-2023 Premium	2022-2023 Carrier	Difference (% Change)
General Liability, Emp Benefits Liability, Public Entity Management Liability and Employment Related Practices Liability, Law Enforcement Liability	\$ 376,340	Travelers - Charter Oak			
General Liability and Employee Benefits Liability	-		\$ 63,301	Safety Specialty Ins Company	Decreased by \$49,337
Public Officials & Employment Practices Liab	Included		\$ 115,319	Safety Specialty Ins Company	-13.1%
Law Enforcement Liability	Included		\$ 148,383	Safety Specialty Ins Company	
Automobile Liability/Physical Damage	\$ 141,441	Travelers - Charter Oak	\$ 135,239	Safety National Casualty	Decreased by \$6,202 -4.4%
Umbrella \$20MM	\$ 156,472	Travelers Property & Casualty Company of America		Safety National Casualty	Decreased by \$47,428 -30.3%
Umbrella \$3M Occ/\$6M Aggregate			\$ 109,044		
Excess Liability - \$10MM XS of \$20MM	\$ 82,531	Navigators	\$ 387,980	Arch Insurance Company	
Excess Liability - \$5MM XS of \$5MM			\$ 212,609	Princeton Excess & Surplus	Increased by \$879,492
Excess Liability - \$5MM XS of \$10MM			\$ 153,150	General Star Indemnity	+1,065.7%
Excess Liability - \$5MM XS of \$15MM			\$ 105,163	Navigators Specialty	
Excess Liability - \$5MM XS of \$20MM			\$ 103,121	Lexington Insurance Company	
Excess Liability - \$5MM XS of \$25MM					
Property/Inland Marine	\$ 251,871	Travelers Indemnity Company	\$ 268,434	Travelers Indemnity Company	Increased by \$16,563 +6.6%
Crime	\$ 4,017	Travelers Casualty & Surety Company	\$ 4,343	Travelers Casualty & Surety Company	Increased by \$326 +8.1%
Third Party Administrator (TPA) and SIR Buy Down*	\$ -		\$ 341,588	CIAW	Increase by \$341,588
Total September 1 Renewal Premiums	\$ 1,012,672		\$ 2,147,674		\$1,135,002 +112.1%

* Safety National SIR is \$500,000 - CIAW TPA shares in limit bringing the City's Deductible to \$250,000 and CIAW Retention (SIR) to \$250,000.



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-147
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Jeff Aken	Park Planning Manager
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TITLE:

Acceptance of the Department of Commerce Grant Funding in the Amount of \$1,225,000 for the Redmond Senior & Community Center

OVERVIEW STATEMENT:

Accept Department of Commerce legislative appropriation for \$1,225,000 for design/construction of the Redmond Senior & Community Center. The Redmond Senior & Community Center received a \$1.225M legislative appropriation for the design/construction of the building in 2021 and has completed contracting paperwork for acceptance.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - o Envision Redmond Senior Center Building Stakeholders Report March 2020
 - o Redmond Community Strategic Plan
 - o 2017 Community Priorities for the Future of Redmond’s Community Centers Report
 - o Redmond Comprehensive Plan
 - o Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - o Redmond Facilities Strategic Management Plan
 - o 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B
- **Required:**
The City Council must approve grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**

Staff would like to start billing to this grant now that the contract has been completed

OUTCOMES:

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$58 million

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

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

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

If yes, explain:
N/A

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

Budget/Funding Constraints:

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

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/27/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: S22-151 Final Contract



Grant to

City of Redmond

through

The 2022 Local & Community Projects Program

For

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

Start date: 7/1/2021

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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 22-96634-151

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

1. GRANTEE City of Redmond 15670 NE 85th Street Redmond, Washington 98073		2. GRANTEE Doing Business As (optional) 	
3. Grantee Representative Carrie Hite Parks and Recreation Director (425) 556-2328 chite@redmond.gov		4. COMMERCE Representative Ranya Aboras Project Manager (360) 464-0389 Fax 360-586-5880 ranya.aboras@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$1,225,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2021	8. End Date 6/30/2025, contingent on reappropriation, 6/30/2023 if funds are not reappropriated
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
		CFDA Number N/A	
10. Tax ID # 91-6001492	11. SWV # 003729-10	12. UBI # 176-000-016	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide funding for the construction of the Redmond Senior and Community Center as described in Attachment A – Scope of Work (the “Project”). COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE  <small>F070C3A6CA80451...</small> Angela Birney, Mayor 7/12/2022 2:08 PM PDT Date		FOR COMMERCE  <small>80312B04865C458...</small> Mark K. Barkley, Assistant Director 7/13/2022 6:21 AM PDT Date APPROVED AS TO FORM  Dawn Cortez, Assistant Attorney General Washington State Office of the Attorney General Date 7/12/2022	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

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

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

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

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

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

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

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

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

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

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

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

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

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

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

4. PREVAILING WAGE LAW

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

5. DOCUMENTATION AND SECURITY

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

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

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

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

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

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

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

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

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

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

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

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

8. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

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

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

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

10. INSURANCE

A. Insurance Requirements for Reimbursable Activities

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

B. Additional Insurance Requirements During the Term of the Grant

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEES and Local Governments that Participate in a Self-Insurance Program. Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool

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

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

11. ORDER OF PRECEDENCE

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

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

12. REDUCTION IN FUNDS

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

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

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

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

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

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

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

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

16. MODIFICATION TO THE PROJECT BUDGET

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

17. SIGNAGE, MARKERS AND PUBLICATIONS

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

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18. HISTORICAL AND CULTURAL ARTIFACTS

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

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

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

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

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

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

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

19. REAPPROPRIATION

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

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

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

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

21. FRAUD AND OTHER LOSS REPORTING

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

22. PUBLIC RECORDS ACT

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

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

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

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1. DEFINITIONS

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

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

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

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

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

A. General Requirements

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

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

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

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

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

B. State Funds Requirements

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

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

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

C. Documentation Requirements

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

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

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

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

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- Copy of the Management Letter.

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

10. BREACHES OF OTHER STATE CONTRACTS

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

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. CONFLICT OF INTEREST

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

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

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

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

13. COPYRIGHT PROVISIONS

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

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

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

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

14. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

15. DUPLICATE PAYMENT

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

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

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

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

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

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

18. INDEPENDENT CAPACITY OF THE GRANTEE

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

19. INDUSTRIAL INSURANCE COVERAGE

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

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

20. LAWS

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

21. LICENSING, ACCREDITATION AND REGISTRATION

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

22. LIMITATION OF AUTHORITY

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

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

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

24. PAY EQUITY

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

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

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

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

25. POLITICAL ACTIVITIES

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

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

26. PUBLICITY

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

27. RECAPTURE

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

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

28. RECORDS MAINTENANCE

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

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

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

29. REGISTRATION WITH DEPARTMENT OF REVENUE

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

30. RIGHT OF INSPECTION

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

**GENERAL TERMS AND CONDITIONS
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31. SAVINGS

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

32. SEVERABILITY

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

33. SITE SECURITY

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

34. SUBGRANTING/SUBCONTRACTING

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

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

35. SURVIVAL

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

36. TAXES

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

37. TERMINATION FOR CAUSE

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

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

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

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

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

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

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

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

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

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

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

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

40. TREATMENT OF ASSETS

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

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

41. WAIVER

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

Scope of Work

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

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

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

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

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:

Angela Birney
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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE

Budget

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

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:

Angela Birney

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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE

Certification of the Availability of Funds to Complete the Project

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

CERTIFICATION PERFORMANCE MEASURE

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

DocuSigned by:

Angela Birney
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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

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

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

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

DocuSigned by:

Angela Birney

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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT


DATE

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

CERTIFICATION PERFORMANCE MEASURE

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

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

DocuSigned by:

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GRANTEE

Mayor

TITLE

7/12/2022 | 2:08 PM PDT

DATE



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-148
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Jeff Aken	Park Planning Manager
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TITLE:

Acceptance of the King County Parks Capital and Open Space Grant Funding in the Amount of \$500,000 for Redmond Senior & Community Center

OVERVIEW STATEMENT:

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

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

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

OUTCOMES:

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

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$58 million

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

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

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

If yes, explain:
N/A

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

Budget/Funding Constraints:

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

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/27/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

Attachment A: King County Capital Project Grant Agreement



PARKS CAPITAL AND OPEN SPACE PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

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

Grant Recipient: City of Redmond

Project: Senior & Community Center

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

Term Period: Effective Date To November 30, 2024

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

RECITALS

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

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

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

GRANT AWARD TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 **Project.**

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

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

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

8703 160th Ave, Redmond, WA. 98052

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

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

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

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

2. **EFFECTIVE DATE**

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

3. **TERM**

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

4. **AMENDMENTS**

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

5. **NOTICES**

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

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

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

such notice or communication shall be given.

6. DISBURSEMENT OF GRANT FUNDS

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

7. GRANT REPORTING

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

8. COMPLETION OF THE PROJECT

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

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

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

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

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

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

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

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

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

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

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

11. PUBLIC ACCESS

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

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

12. RESTRICTIVE COVENANTS

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

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements.

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

13.2 Warranties.

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

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

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

13.3 Right to Inspect- Construction.

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

13.4 Design.

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

13.5 Construction Site/Work Fencing.

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

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

13.5 Alteration of Site or Facility after Construction.

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

13.6 Development and Construction Fees and Expenses.

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

13.7 Public Works Laws.

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

13.8 Contractor Indemnification and Hold Harmless.

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

13.9 Minimum Scope and Limits of Insurance.

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

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

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

15. MAINTENANCE OF RECORDS

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

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

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

16. RIGHT TO INSPECT

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

17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

18. CORRECTIVE ACTION

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

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

19. TERMINATION

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

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

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

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

20. FUTURE SUPPORT; UTILITIES AND SERVICE

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

21. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

the Grant Recipient's own expense;

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

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

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

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

22. NONDISCRIMINATION

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

23. CONFLICT OF INTEREST

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

24. POLITICAL ACTIVITY PROHIBITED

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

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

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

26. ASSIGNMENT

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

27. WAIVER OF BREACH OR DEFAULT

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

28. TAXES

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

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

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

30. PUBLIC DOCUMENT

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

31. LEGAL RELATIONS

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

32. PERMITS AND LICENSES

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

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

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

34. ENTIRE AGREEMENT

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

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

City of Redmond

King County

By _____ By _____

Title _____ Title _____

Date _____ Date _____

Exhibit A- Map of Facility and Location



GROUNDWELL
www.groundswell.com

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

Exhibit B- Scope of Work



Levy Grant

Capital and Open Space Grants

Scope of Services

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

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

Exhibit C- Project Budget

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

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

Exhibit D- Insurance Requirements

Insurance Requirements

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

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

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

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

Evidence and Cancellation of Insurance

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

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

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

Minimum Scope and Limits of Insurance

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

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

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

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

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

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

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

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

Other Insurance Provisions and Requirements

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

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

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

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

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

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

Waiver of Subrogation

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

Deductibles/Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Self-Insurance

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

Contractors

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

Work Site Safety

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

Exhibit E- Restrictive Covenant Agreement

When Recorded Return to:

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

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

GRANTOR: City of Redmond

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

ABBREVIATED LEGAL DESCRIPTION: [Fill in]

ASSESSOR’S TAX PARCEL NO.: [Fill in]

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

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

RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).

- B. Pursuant to a Parks Capital and Open Space Grant Agreement, between the County and Grant Recipient, dated _____, Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property for the purpose of providing land protection and recreation for the public. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit B**.

- C. The purpose of this instrument is to place on record those certain Restrictive Covenants (as defined below) which, pursuant to a Parks Levy Capital and Open Space Program Grant in the amount of \$500,000.00 awarded to Grant Recipient to construct the Facility on said Property, requires that the Facility be restricted to uses in accordance with the funds used to construct said Facility. The Property was acquired by deed recorded under recording No. [cite recorded deed for purchase], between [prior owner’s name] and City of Redmond

COVENANT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

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

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

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

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

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

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

GRANT RECIPIENT: City of Redmond

By: _____
Its: _____

KING COUNTY, a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

[Notary Block on following page]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**RESTRICTIVE COVENANT AGREEMENT EXHIBIT A
LEGAL DESCRIPTION**

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



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-149
Type: Staff Report

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager
Planning and Community Development	Becky Frey	Principal Planner
Planning and Community Development	Lauren Alpert	Senior Planner
Planning and Community Development	Glenn Coil	Senior Planner
Planning and Community Development	Ian Lefcourte	Senior Planner
Planning and Community Development	Odra Cárdenas	Planner
Planning and Community Development	Mary Hendricks	Long Range Planning Intern

TITLE:

Redmond 2050 Quarterly Update - Fourth Quarter 2022

OVERVIEW STATEMENT:

Staff will share draft policy considerations for Redmond 2050 Phase 2 topics. Policy considerations are those topic areas that will be considered during Redmond 2050. This is in preparation for the Council’s October 11 study session where staff will ask the Council: “What’s missing? What else should be considered during Redmond 2050?”

While not a focus of the study session, staff also wants to make Council aware that second drafts for the Housing, Economic Vitality, and Transportation Elements have been published, with second drafts for the Urban Centers (Overlake only) and PARCC Elements expected in October. These can be found at [Redmond.gov/1442/Documents](https://www.redmond.gov/1442/Documents) <<https://www.redmond.gov/1442/Documents>>.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan, Redmond Transportation Master Plan, implementing functional and strategic

plans, and Redmond Zoning Code.

- **Required:**
The Growth Management Act requires that Washington cities and counties periodically review and, if needed, revise their comprehensive plans and development regulations every ten years. For King County cities the periodic review must be completed by December 31, 2024.
- **Council Request:**
The City Council requested quarterly reports on project milestones, staff progress, and public involvement.
- **Other Key Facts:**
None.

OUTCOMES:

Obtaining input on policy considerations helps ensure that the Redmond 2050 project addresses topics that are important to community members.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Outreach on Phase 2 policy considerations began in early September and will continue through October.
- **Outreach Methods and Results:**
Methods and results for Phase 2 policy considerations outreach:
 - Online questionnaire
 - Pop-up events, including on the Microsoft Campus
 - City Board and Commission meetings
 - Redmond 2050 Community Advisory Committee meetings
 - Redmond 2050 Technical Advisory Committee meetings
 - Stakeholder meetings, phone calls, and emails
- **Feedback Summary:**
Outreach is ongoing. Attachment B includes a summary of input to date. Summaries of past engagement activities can be found online at [Redmond.gov/1495/Engagement-Summaries](http://www.redmond.gov/1495/Engagement-Summaries) <<http://www.redmond.gov/1495/Engagement-Summaries>>.

BUDGET IMPACT:

Total Cost:

\$4,535,222 is the total appropriation to the Community and Economic Development offer and is where most staff expenses related to Redmond 2050 are budgeted. A portion of this budget offer is for a consultant contract that the Council authorized with BERK for SEPA analysis and the Climate Vulnerability Assessment, totaling \$445,000.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000250 Community and Economic Development

Budget Priority:

Vibrant and Connected

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

If yes, explain:

None

Funding source(s):

General Fund, Washington State Department of Commerce grant

Budget/Funding Constraints:

Grant deliverables must be complete by June 30, 2023.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/6/2020	Business Meeting	Approve
11/17/2020	Business Meeting	Receive Information
3/16/2021	Business Meeting	Receive Information
3/23/2021	Study Session	Provide Direction
6/15/2021	Business Meeting	Receive Information
6/22/2021	Study Session	Provide Direction
9/21/2021	Business Meeting	Receive Information
9/28/2021	Study Session	Provide Direction
11/16/2021	Business Meeting	Receive Information
11/23/2021	Study Session	Provide Direction
2/15/2022	Business Meeting	Receive Information
5/3/2022	Business Meeting	Receive Information
5/10/2022	Study Session	Provide Direction
6/7/2022	Committee of the Whole - Planning and Public Works	Receive Information
7/19/2022	Business Meeting	Receive Information
7/26/2022	Study Session	Provide Direction
8/9/2022	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/11/2022	Study Session	Provide Direction

Time Constraints:

All Phase I and Phase II updates to the Comprehensive Plan must be completed no later than December 31, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

Staff is not requesting action at this time.

ATTACHMENTS:

Attachment A: Redmond 2050 Overview

Attachment B: Presentation Slides

Attachment C: Existing Conditions Report chapters for:

- Community Character & Historic Preservation
- Human Services
- Annexation and Regional Planning
- Participation, Implementation, and Evaluation

Phase 2 also includes the Natural Environment, Capital Facilities, Utilities, Land Use, and Urban Centers Elements. The Existing Conditions Report chapters for those elements were published in 2021 and can be found at

[Redmond.gov/DocumentCenter/View/19371/Phase-One-Existing-Conditions-Report---May-2021](http://www.redmond.gov/DocumentCenter/View/19371/Phase-One-Existing-Conditions-Report---May-2021)

<<http://www.redmond.gov/DocumentCenter/View/19371/Phase-One-Existing-Conditions-Report---May-2021>>.

2022

Council Review Topics



- Draft Environmental Impact Statement (*intro*)
- Growth Alternatives Report Cards (*intro*)



- Policy Updates: Housing, Economic Vitality, Transportation, Overlake



- Preferred Growth Alternative



- Phase 2 Element Policy Considerations

Comprehensive Plan - Adopts Vision for the City



PHASE ONE

PHASE TWO

Continual Support:



Community Involvement



Environmental Review

Functional & Strategic Plans - Defines How Vision will be Implemented



PHASE ONE

PHASE TWO

Financing & Implementation

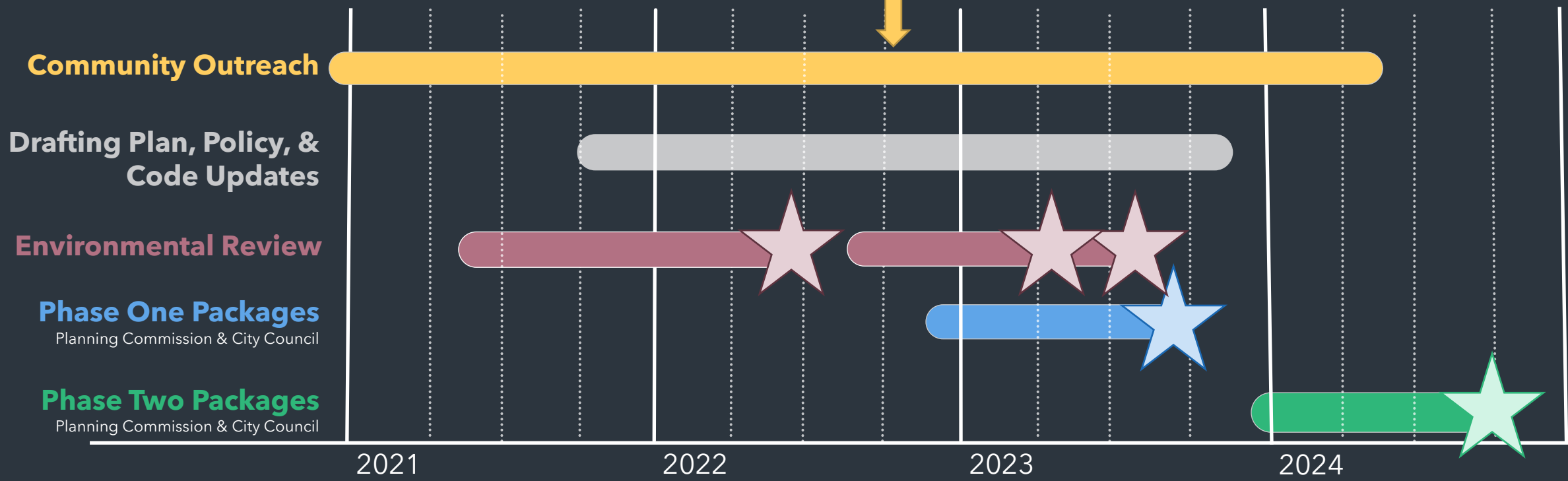


BOTH PHASES

Redmond 2050 Timeline



WE ARE HERE



Phase 1 addresses critical needs, expiring programs, etc.
Plan update must be completed by December 31, 2024

★ = major milestone

Recent and Upcoming Activities



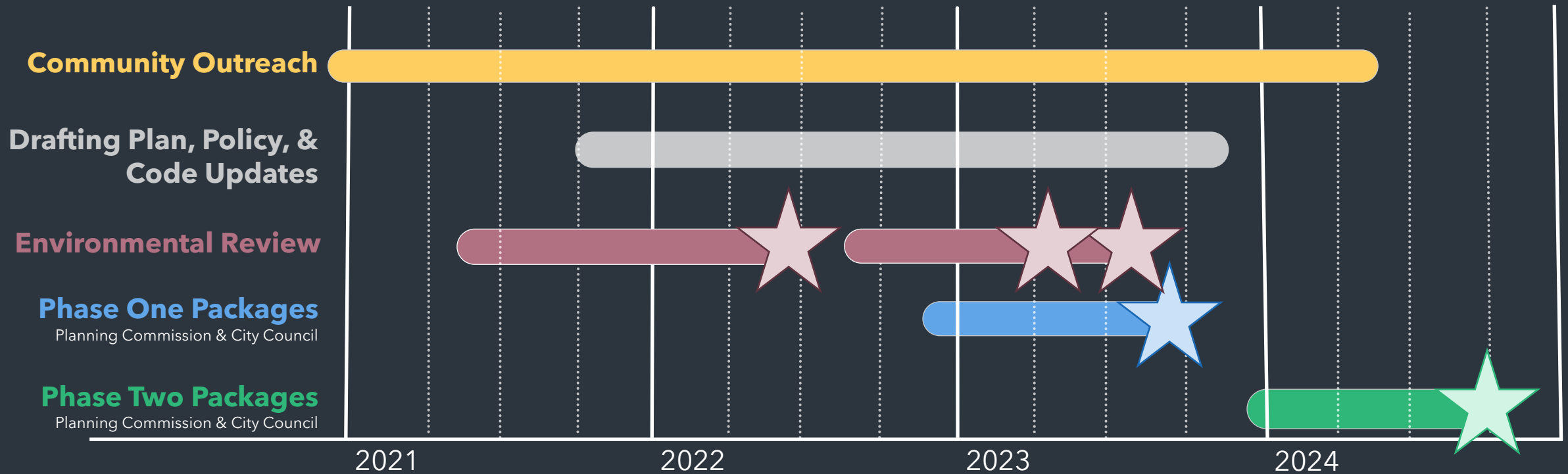
Q3 2022

- Community engagement on draft environmental impact statement and growth alternatives, including community workshops and public hearings
- Development of preferred growth alternative
- Continued engagement on first draft of Overlake policies
- Publication of, and engagement on, second drafts of Housing, Economic Vitality, and Transportation policies
- Publication of existing conditions reports for Phase 2 topics
- Community engagement on policy considerations for Phase 2 topics
- Monthly Community Advisory Committee meetings
- Monthly Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

Q4 2022

- Begin second phase of environmental review, including assessing environment impacts of preferred growth alternative
- Continued engagement on second draft policies for Housing, Economic Vitality, and Transportation
- Publication of, and engagement on, second draft policies for Overlake and Parks
- Community engagement on draft zoning regulations related to housing, transportation, and Overlake
- Continued community engagement on policy considerations for Phase 2 topics
- Policy options and alternatives analysis for Phase 2 topics
- Community engagement on draft transportation project recommendations
- Monthly Community Advisory Committee meetings
- Monthly Technical Advisory Committee meetings
- Twice-monthly Planning Commission meetings

Redmond 2050 Timeline



Phase 1 addresses critical needs, expiring programs, etc.
Plan update must be completed by December 31, 2024

REDMOND »»» 2050

Phase 2 Policy Considerations

October 4, 2022



Agenda

- Share draft policy considerations
- Share community input to date

Objective:

Prepare Council for providing input on policy considerations at the Council's Oct. 11 study session

Policy Considerations and the Plan Update Process



- What updates are required?
- What is outdated?

- **What's missing?**
- **What else should be considered?**

- What are the tension points?
- What are the highest priorities?

- Are the policies headed in the right direction?

**Misplaced, Outdated, Duplicative, Regulatory, Nonsensical*

Community Character & Historic Preservation

Policy Considerations

- Revise language to be more inclusive
- Update design standards to better reflect themes of equity and inclusion, resiliency, and sustainability
- Celebrate local history, especially native cultures
- Reflect community priorities

Input to Date

- Redefine community character and neighborhood character to be more inclusive
- Analysis of which design standards are most important to include
- Prioritization of historic properties for preservation
- Approaches: continue to encourage preservation or have mechanisms for enforcement

Human Services

Policy Considerations

- Dedicate more resources to Human Services
- Expand capacity of Human Services
- Grow partnerships and community engagement

Input to Date

- Includes stakeholder input from Human Services Needs Assessment and Human Services Strategic Plan
- Human Services team is effective, but does not have capacity to meet demand
- Opportunities to destigmatize services and champion diversity

Annexation and Regional Planning

Policy Considerations

- Update annexation policies to reflect changes in state law and changes in the amount and nature of Redmond's remaining Potential Annexation Areas

Input to Date

- What are regulatory differences between King County and City of Redmond?

Participation, Implementation, and Evaluation

Policy Considerations

- Provide an equitable, transparent, and accountable planning process
- Prioritize representation of historically excluded groups
- Support equitable and effective participation
- Establish new and strengthen existing partnerships with community-based organizations
- Assess impacts to course correct as needed
- Update evaluation tools to reflect Redmond 2050 themes

Input to Date

- Terms like “citizen” are outdated and should be removed
- Discussion of barriers to participation in local planning for non-citizens
- Create new partnerships
- Go to the people

Next Steps

Tonight

Receive information about Phase 2 policy considerations

Oct. 11 Study Session

Provide input on policy considerations

Q1 2023

Phase 2 policy options & alternatives

REDMOND
 **2050**



Thank You



Redmond
WASHINGTON

Existing Conditions

Community Character and Historic Preservation

Introduction

The Community Character and Historic Preservation Element of the Redmond Comprehensive Plan provides the foundation for maintaining Redmond's distinctive character through infrastructure, programming, and zoning. The policies support design of new development that reflects the value Redmond's community members place on the community's form and function. The policies also support design that reflects the diversity of the community. The policies address such topics as the design of streets and pathways, public view corridors, entryways, and the preservation of historic sites and structures.

State & Regional Planning Context

The Community Character and Historic Preservation Element is optional under the Growth Management Act (GMA). The Redmond Comprehensive Plan contains this element so that the growth that Redmond accommodates meets community expectations for character and appearance, and to further the preservation of historic sites and structures.

A goal of the GMA is to "Identify and encourage the preservation of lands, sites, and structures that have historical, cultural and archaeological significance." Historic preservation can play a role in preserving compact, mixed-use land patterns, affordable housing, economic development, and quality of life.

Washington State Department of Archaeology and Historic Preservation

The Department of Archaeology and Historic Preservation (DAHP) is Washington State's primary agency with knowledge and expertise in historic preservation and has the role of the State Historic Preservation Office (SHPO). They advocate for the preservation of Washington's irreplaceable cultural resources (historic and archaeological) which include significant buildings, structures, sites, objects, and districts. They are the primary agency for historic preservation they are authorized to regulate review, and issue permits that protect and preserve archaeological resources (RCW 27.53) The DAHP

Fast Facts

- There are 16 landmarks on the Redmond Heritage Resource Register
- [The Department of Archaeology and Historic Preservation \(DAHP\)](#) is Washington State's primary agency with knowledge and expertise in historic preservation and has the role of the State Historic Preservation Office (SHPO).

provides leadership for the protection of Washington state's heritage through education and information.

The Washington State Historic Preservation Plan 2021-2026: *Inhabiting Our History* went into effect on January 21, 2021. The Vision Statement of the plan recognizes, "Our shared heritage not only enriches the present, it can also shape the future. The plan seeks to engage with all people of Washington to help them take ownership as intentional stewards of that heritage. Together we can honor the stories and places of our diverse communities, that will boost the economy, promote sustainable practices, and strengthen our sense of place."

The plan has five goals and strategies:

1. Recognize the protection of cultural resources as key to fostering civic engagement, local identity, and community pride; promote historic preservation as the "preferred alternative" when implementing programs, policies, and projects that shape our communities
2. Expand historic preservation to embrace intangible cultural heritage, that is, to include a broader spectrum of places, persons, and experiences that have shaped our communities.
3. Share, with ever larger and diverse audiences, our rich and valuable stories in innovative formats and engaging ways.
4. Invest our time, expertise, and passion for preservation in the places, people, and organizations where decisions are made that affect our heritage.

To protect cultural resources, expand the way we prepare for, respond to, and recover from emergencies and the impacts of climate change. The historic preservation plan defines historic preservation as sustaining, enhancing, and shaping dynamic, living communities. Preservation, the plan states, has the ability to transcend boundaries and preservationists can be proactive in protecting and stewarding the places that have been the platform on which lives and cultures have unfolded, and will continue to unfold, for generations.

Countywide Planning Policies

King County is a Certified Local Government (CLG). The CLG program was federally mandated as part of an amendment to the National Historic Preservation Act of 1966 and is administered by the National Park Service. The Certified Local Government program was intended to forge a preservation partnership between local governments, the state historic preservation office, and the federal government. In essence, local jurisdictions (cities and counties) that achieve CLG status are responsible with administering a local historic preservation program meeting federal and state standards. In 1995 the county established a regional landmark protection program.

To participate in the county's regional program, cities must adopt certain sections of the county landmark ordinance by reference, appoint a city representative to the Landmarks Commission, and provide for design review of any changes proposed to landmark properties. Additional services include preparing nominations, conducting historic resource surveys, and assistance with

preservation planning and environmental review. The King County Regional Preservation Program continues to be one of the largest in the Pacific Northwest.

The Countywide Planning policies are addressed in the Urban Design and Historic Preservation section in the Development Patterns chapter. The section's goal is to "The built environment in both urban and rural settings achieves high quality design that recognizes and enhances, where appropriate, existing natural and urban settings and human health and dignity." The following Development Patterns (DP) polices address community character and historic preservation:

- DP-40: Plan for neighborhoods or subareas to encourage infill and redevelopment, reuse of existing buildings and underutilized lands, and provision of adequate public spaces, in a manner that enhances public health, existing community character, and mix of uses. Neighborhood and subarea planning should include equitable engagement with Black, Indigenous, and other People of Color communities; immigrants and refugees; people with low-incomes; people with disabilities; and communities with language access needs.
- DP-42: Preserve significant historic, visual, archeological, cultural, architectural, artistic, and environmental features, especially where growth could place these resources at risk. Support cultural resources and institutions that reflect the diversity of the community. Where appropriate, designate individual features or areas for protection or restoration. Encourage land use patterns and adopt regulations that protect historic resources and sustain historic community character while allowing for equitable growth and development

Puget Sound Regional Council

Vision 2050 is the region's plan for growth and vision to provide exceptional quality of life, opportunity for all, connected communities, a spectacular natural environment, and an innovative, thriving economy. The multicounty planning polices (MPPs) are a guide to updating local plans. The following MPPs provide policy direction for Regional Growth Strategy as it relates to historic preservation and resources:

- MPP-DP-6 – Preserve significant regional historic, visual, and cultural resources, including public views, landmarks, archaeological sites, historic and cultural landscapes, and areas of special character
- MPP-DP-9 – Support urban design, historic preservation, and arts to enhance quality of life, support local culture, improve the natural and human-made environments, promote health and well-being, contribute to a prosperous economy, and increase the region's resiliency in adapting to changes or adverse events.

Local Planning & Regulatory Context

Redmond Regulations

Redmond Zoning Code (RZC) 21.30 – Historic and Archaeological Resources, preserves, maintains, and enhances sites, objects, structures, artifacts, implements, and locations of prehistorical or

archaeological interest, whether previously recorded or unrecognized, that serve as visible reminders of Redmond's social, architectural, geographic, ethnic, cultural, engineering, and economic history (RZC 21.20.010.B).

The City of Redmond maintains a list of historic landmarks, the Redmond Heritage Resource Register. Once a site, property, or area is on the Register, any alteration, addition, relocation or demolition must obtain a Certificate of Appropriateness under RZC 21.20.050.

The City of Redmond's Landmark Commission reviews and makes recommendations related to promoting, protecting, and incentivizing improvements to sites and structures of historic or archaeological significance. The Landmark Commission meets quarterly or on an as-needed basis.

Redmond has adopted design standards ([RZC Article III](#)), view corridor regulations ([RZC 21.42](#)), and street and pathway standards ([Transportation Master Plan](#); [RZC Appendices 2, 7, 8A and 8B](#); [Bicycle Design Manual](#)) to implement portions of the Community Character and Historic Preservation Element. In addition, the City has established the [Design Review Board \(RMC 4.23\)](#) to review most development proposals for consistency with RZC Article III design standards. The Design Review Board comprises a mix of professional architects and laypersons.

Redmond Partnerships

A partner in historic preservation in Redmond is the [Redmond Historical Society](#). Founded in 1999, the Redmond Historical Society is a non-profit organization dedicated to providing, preserving, and discovering historical information of Redmond. The historical society was created to collect, maintain, and safeguard articles and records of historical information in the greater Redmond area.

The Redmond Historical Society through their staff, volunteers, and programs, serves the community by providing historical documents, pictures, artifacts, and oral histories that all show the development, growth, and narrative and has grown to have over 30,000 records of photographs and scanned data.

Through the Historic Preservation Program, in direct partnership with the archaeological and historic programs of the regional Tribes, government to government relationships have been strengthened and formalized with meaningful process and education. These programs re-emphasized relationships of the Snoqualmie Tribe, Tulalip Tribes, Muckleshoot Indian Tribe, and the Stillaguamish Tribe of Indians with the area of present-day Redmond. Staff turn to the knowledge, traditions, and values of the Indian Tribes to plan, assess, and condition land use actions, particularly with relevance of federal, state, and local regulatory protections of irreplaceable cultural resources. Examples of this partnership include development of a citywide Cultural Resources Management Plan (eff. 2019), annual staff training programs, the *Archaeology Day* community event series, memorandums of agreement for site-specific cultural resource management, Lushootseed names and stories associated with publicly-accessible conference rooms, translation of Redmond Poet Laureate poems to Lushootseed, and in the near term, installation of a Muckleshoot carving honoring the Bear Creek site. Oral histories of Indian tribes, the descendants of those who occupied the Bear Creek Site, refer to living here since time immemorial.

Current Conditions

Historic Preservation

The Redmond area has been home to people for thousands of years. Redmond lies on the shores of Lake Sammamish, in proximity to Lake Washington, and accessible to the forests of the Cascade foothills. A unique archaeological site was discovered during a 2008 cultural resources survey. Archaeological investigations yielded artifacts that date to over 12,000 years ago. These resources are irreplaceable. These 50 known archaeological resources contribute to a sense of history and place, define a collective shared heritage, and include two time periods: a) the pre-contact period that predates Euro-American settlement; and b) the historic period that ranges from the pre-contact period to 50 years in the past.

There are currently 16 landmarks on the Redmond Heritage Resource Register as shown in the following table from RZC Appendix 5: Redmond Heritage Resource Register:

Historic Site Name	Common Name	Address
Redmond City Park	Anderson Park	7802-168th Avenue NE
Bill Brown Saloon	The Matador	7824 Leary Way
Brown's Garage	Redmond Liquor Store	16389 Redmond Way
Conrad and Anna Olsen Farmstead	Conrad Olsen Park	18834 NE 95th Street
Dudley Carter site/ Haida House Studio	Same	7747-159th Place NE
Earl and Elise McWhirter Farm (Hutcheson Homestead)	Farrell-McWhirter Park	
Hotel Redmond (Justice White House)	Justice White House	7528 Leary Way
Redmond Hardware (Lodge Hall)	Alpine Hut	7875 Leary Way
O. A. Wiley Home	The Stone House	16244 Cleveland Street
Odd Fellows Hall	Redmond's Bar and Grill	7979 Leary Way
Perrigo Farm House	Eagle Rim Office & Clubhouse	17325 NE 85th Place
Redmond Pioneer Cemetery	Redmond Community Cemetery	West Side of 180th Avenue NE
Redmond Methodist Episcopal Church (First Methodist Church)	Redmond Methodist Church	16540 NE 80th Street

Historic Site Name	Common Name	Address
Redmond School	Old Redmond Schoolhouse Community Center	16600 NE 80th Street
Redmond State Bank	Brad Best Realty	7841 Leary Way
Redmond Trading Company	Half Price Books	7805 Leary Way



IMAGE 1- BILL BROWN SALOON



IMAGE 2- REDMOND STATE BANK



IMAGE 3- REDMOND SCHOOL

National Register criteria are designed to guide the officials of the National Register, State Historic Preservation Offices (SHPOs), federal agencies, local governments, preservation organizations and members of the public in evaluating properties for entry in the National Register. To be listed in the National Register, properties generally must be at least 50 years old and retain their historic character. Properties must:

- Be associated with important events that have contributed significantly to the broad pattern of our history; or
- Be associated with the lives of persons significant in our past; or
- Embody the distinctive characteristics of a type, period or method of construction; or represent the work of a master; or possess high artistic values; or represent a significant and distinguishable entity whose components may lack individual distinction; or
- Have yielded, or may be likely to yield, information important in prehistory or history.

There are approximately 174 commercial properties and 2,689 residential properties in the City of Redmond that are were built 1970 or earlier.

Year Built	Residential Properties	Commercial Properties
1900-1910	8	12
1911-1920	25	11
1921-1930	45	10
1931-1940	66	10
1941-1950	91	34
1951-1960	268	27
1961 - 1970	2,186	70
Total	2,689	174

Further assessment by DAHP would be necessary to determine if any additional properties are eligible for the National Register and the Redmond Historical Registry but there is increased residential and commercial properties that meet the age requirement that could tell the story of Redmond's growth and continued transition from suburb to city.

Community Character

Up until the 1990s, the character of Redmond's built environment was characterized as a mix of post-war suburban residential and non-residential development patterns. Since the 1990s, Redmond's centers of Overlake, Marymoor Village, and especially Downtown, have begun transforming from suburban service centers to mixed-use, mid-rise urban neighborhoods.

Redmond's community character is distinguished by greenery from the natural tree canopy and landscaping. The community character is also defined by distinctive Pacific Northwest urban architecture in its centers. Parks, small and local businesses, and green spaces are often mentioned as characteristics that are hallmarks of Redmond.

Inventory of Actions and Programs

The citywide **Cultural Resources Management Plan (CRMP)** purpose is to protect resources from unintended or accidental destruction and to help organizations ensure compliance with federal, state, and local laws and regulations that govern and provide guidance for good stewardship in protecting and managing cultural resources.

Cultural resources include artifacts, features, and sites related to human activities over approximately 14,000 years.

Through policy, code, and operational protocols, the CRMP addresses all aspects of ground disturbing activities including:

- Private development and land management;
- Capital improvement and other public projects; and
- Standard operations such as forest, park, and stream management.

The Heritage Restoration and Preservation Grant Program was used to support projects that promote the preservation, restoration, and long-term maintenance of Redmond's historic resources. The program is no longer active due to budgeting constraints but had provided funds to organizations or individuals that own or control interests in historic structures. It worked to ensure that structures and sites are brought back to a condition or remain in a condition that will illustrate the heritage of Redmond now and into the future.

The Bear Creek Site is a unique archaeological site that was discovered during a 2008 cultural resources survey. During archaeological investigations conducted with the restoration of the Bear Creek stream the site yielded artifacts that date to over 12,000 years ago. Oral histories of Indian tribes, the descendants of those who occupied the Bear Creek Site, refer to living here since time immemorial. Generations of people have been drawn to this location, with its abundance of fresh

water in the lakes, creeks, and rivers; plentiful fish and game; and rich soils in the area supporting fishing and hunting and later timber harvesting and agriculture. The area has been a place of occupation as well as a gathering place for trade and community for centuries. The early residents and visitors to Redmond have left their mark on the land and waterways in both tangible and intangible ways.

Trends Analysis

Urbanization

One trend in Redmond's community character is its urbanization since the 1990s. This is expected to continue as Redmond grows mostly in its centers, consistent with the Regional Growth Strategy found in [VISION 2050](#). There should be a close awareness of this as we consider policies on how Redmond transitions from suburb to a city.

Community and Neighborhood Character

Policies and codes that specifically state a desire to protect neighborhood and character have historically been used as a tool to exclude and resulted in the exclusion of BIPOC and lower income individuals and families from specific geographic areas. This can be direct exclusion through policies that require specific housing types/sizes or limits/bans different housing types, or indirect exclusion by limiting options that are allowed, providing limits on total units or spacing requirements, or other requirements that make it difficult to develop anything other than a detached single-family home.

There has been a growing national and regional awareness of the history of the types of zoning code and land use policies that were developed as part of structural white supremacy policies. There is a concerted effort at the regional level and at the City to find and address current and past inequities, particularly among communities of color, people with low-incomes, and historically underserved communities. Vision 2050 adopted many policies related to equity and equitable outcomes and the City has adopted equity & inclusion as one of the three themes of the Redmond 2050 update.

Rehabbing of historic structures is also being used in an effort built more affordable housing. Rehabs and retrofits are one way to avoid use of natural resources to create new structures while also providing inherent affordability.

Marymoor

The Marymoor Village Local Center was adopted by the City Council in 2017 with Council stating that they would like this area to be unique and eclectic in design compared to other areas of the City. With that adoption some neighborhood character elements and design guidelines were established, but several items remained outstanding or became evident as needing additional clarification or code. A few of the outstanding issues related to the character of this center are listed below:

- **The vision for the neighborhood is unclear and potentially unrealistic**, with special consideration needed for neighborhood parks and playgrounds, housing variety, and ongoing manufacturing uses.
- **Length and location of perimeter trail** should be re-evaluated or consider shared streets so that buildings can front onto the park.

- **Building Design / Massing Stepbacks, Modulation, & Articulation** - Current zoning code calls for facades facing the public streets or 'pedestrian oriented paths' to stepback using a guide/diagram showing sightline angles to be achieved.
- **Inclusive Design** - Community outreach placed inclusive design, universal design, etc. all as a high priority, but this isn't addressed in the code. If this is a desire of the community, this can be incorporated through design standards for the public realm, signage, lighting, entryway standards, visibility features, etc.
- **Concentrated Retail and Restaurant (pedestrian-oriented corners) may need to change locations** - The current strategy requires 'pedestrian-oriented' uses at the corners of blocks between NE 70th and 67th Streets at 173rd and 176th Avenues, and 'encourages' pedestrian uses on the remainder of the blocks. Proposal to change to pedestrian-oriented uses required along 173rd Ave NE as this will be the main pedestrian way between station and Marymoor Park activities, and to add requirement/encouragement or incentives for pedestrian-oriented uses N-S streets at 174th Ave NE and 175th Place NE and E-W Shared Street at NE 69th Place.
- **Change the Design Guidance/Standard for Buildings fronting Marymoor Park** - Current design sets a maximum height of 3 floors/stories within 100 feet of property line and requires the build-to façade zone to vary by 50% (this has been hard), with the intent that buildings adjacent to park are human-scaled (3 stories vs. 6) and not a 'flat' wall facing the park. Consider re-evaluating the 100-foot zone.

Staff has also been working on ways to implement flexibility while ensuring we meet the goal of having a unique character for Marymoor Village. One idea that has been preliminarily explored is the idea of utilizing this area's prominence and importance to local Native cultures. There is a desire to explore options for how we could develop design feature that would recognize, celebrate, and preserve the connections to Native cultures. Staff has spoken with a number of local Tribes and all have expressed appreciation for the idea and support for continuing to explore this concept.

Overlake

Design guidelines are being updated for Overlake, in part to address the needs of transit-oriented development and taller buildings to accommodate growth. In addition, as part of the Redmond 2050 Phase 1 updates an international district is proposed for a portion of Overlake Village. Implementation of that concept will need to be developed.

90th & Willows Study Area

As part of the Redmond 2050 Draft Environmental Impact Study, a local center concept was studied for the area around the intersection of 90th Street & Willows Rd. While feedback on this idea is ongoing at the time of drafting this report, the feedback received to date suggests that - if this idea moves forward - additional work is needed to design the area with a character that is perhaps more in tune with artisan/craft/light manufacturing with housing types that blend better with such uses more than a typical 5-over-2 mixed-use building would.

Policy Considerations

The community character and historic preservation of Redmond needs to be evaluated as Redmond transitions from a suburb to a city. Policy considerations should focus on the following questions:

- How will we redefine community character and neighborhood character to be more inclusive?
- What are the design standards that are important to be included?
- What historic properties will be prioritized for preservation?
- What resources will be dedicated to this effort?
- Do we want to continue to encourage preservation or have mechanisms for enforcement?
- Should character and design guideline related policies belong in this chapter or in the centers element where they're applicable (keep general citywide character policies here)?

Community character should reflect the Redmond 2050 themes of Equity & Inclusion, Sustainability, and Resiliency. Diversity, Equity, and Inclusion should be especially explored in the community character polices. Specific policy considerations are identified in the table below.

#	Policy Consideration	Themes Supported
CCHP-A	<p>Redefine "community character" to be more inclusive. Consider especially updates to policy FW-40 and related policies.</p> <ul style="list-style-type: none"> • Consider revising policies that prioritize character over goals for equity and inclusion, sustainability, and resiliency. • Where policies have been or could be used to exclude segments of our community consider either removing or revising to improve equity outcomes. 	Equity and Inclusion
CCHP-B	Update policies for design standards to better reflect the themes of equity and inclusion, sustainability, and resiliency.	Equity and Inclusion Sustainability Resiliency
CCHP-C	Revise historic preservation policies related to prioritization of projects, as more of Redmond's building stock ages and meets the minimum criteria for consideration.	Sustainability
CCHP-D	<p>Evaluate policies directing the City to balance care for the natural environment while allowing urbanization to ensure that they reflect current community priorities for equity and inclusion, sustainability, and resiliency.</p> <ul style="list-style-type: none"> • Consider, especially, updates to policy CC-22 and related policies. • Ensure that community character is balanced with the need to equitably accommodate growth. 	Equity and Inclusion Sustainability Resiliency
CCHP-E	Consider policies for building and site design standards that support Redmond's environmental sustainability objectives such as carbon emissions reduction and greening urban areas.	Sustainability Resiliency

CCHP-F	Recognize, celebrate, connect with, and preserve Redmond's heritage, including links to Native cultures.	Equity & Inclusion
CCHP-G	Consider policies, site and building design guidelines, and partnerships to create Marymoor Village as a pilot universally design neighborhood and for additional housing for community members with disabilities.	Equity & Inclusion

DRAFT

Existing Conditions

Human Services

Introduction

The Human Services element directs the City's efforts in planning, funding, coordinating, and improving human services delivery to achieve a more socially sustainable, resilient, and equitable community.

The element also helps scope the City's roles and describes many tools used to understand and address Redmond residents' needs for human services.

Redmond's population has grown substantially since the previous Comprehensive Plan update. In addition, our community has become more diverse. Combined with changes to public transportation systems, local economies, and other significant events, there is more need than ever for effective human services.

State & Regional Planning Context

Federal, state, and regional regulations, policies, and funding influence the operations for, delivery of, and availability of human services.

Access to and eligibility for state benefits and programs like Temporary Assistance for Needy Families, Apple Health, and Basic Food Program is limited to those who meet restrictive income requirements. Dwindling federal, state, and county funding has made passage of local levies like Best Starts for Kids (a voter-approved initiative passed in 2015) a critical resource in filling gaps.

Fast Facts

- 5.8%: Redmond individuals living below the federal poverty level (2021).
- 250%: Increase in calls from Redmond residents to the King County Crisis Line (3,300 calls per year in 2020 and 2021 compared to 1,300 in 2019).
- 39%: Lake Washington School District Students (12th grade) who reported feelings of depression (2021).
- Poverty disproportionately affects people of color. Of families who are living below the federal poverty level, 1.5% identified as white, 7.4% as Black or African American, 7.8% as Hispanic, and 13.2% as two or more races, respectively (2020).
- \$83,001: Annual City contributions domestic violence services. The Redmond Police Department reports receiving nearly 600 calls for domestic violence-related incidents.
- Suicide counts in Redmond increased in 2020 (7) and 2021 (10), and there was an average of 34 attempts per year, which is more than double 2019, where there were 10 suicide attempts.

State Regulations

The Washington State Growth Management Act does not require a human services element as part of each jurisdiction's comprehensive plan ([RCW 36.70A.070](#)).

There is often an intersection between housing planning and human services planning. In 2021, Washington State enacted Engrossed Second Substitute House Bill 1220 into law. The purpose of the bill is to encourage cities to accommodate transitional housing, emergency shelters, and similar homelessness-related facilities through local planning and changes to local development regulations. Part of the signed bill directs local jurisdictions to amend zoning and development regulations to facilitate indoor shelters and housing for the homeless or those at risk of becoming homeless. The City has already updated the Redmond Zoning Code to comply with E2SHB 1220 at the time of this existing conditions report. In addition, as part of the comprehensive plan update, proposed Housing element policies support the accommodation of:

1. Indoor emergency shelters,
2. Indoor emergency housing,
3. Transitional housing, and
4. Permanent supportive housing.

The programmatic policies necessary to support these four shelter and housing types most effectively will be in the Human Services element.

Puget Sound Regional Council

The following [VISION 2050](#) policies align with and should be considered in local planning efforts.

- MPP-RC-2: Prioritize services and access to opportunity for people of color, people with low incomes, and historically underserved communities to ensure all people can attain the resources and opportunities to improve quality of life and address past inequities.
- MPP-RC-3: Make reduction of health disparities and improvement of health outcomes across the region a priority when developing and carrying out regional, countywide, and local plans.
- MPP-DP-16: Address and integrate health and well-being into appropriate regional, countywide, and local planning practices and decision-making processes.
- PP-DP-18: Address existing health disparities and improve health outcomes in all communities.
- MPP-PS-2: Promote affordability and equitable access of public services to all communities, especially the historically underserved. Prioritize investments to address disparities.

The complete VISION 2050 document can be found at <https://www.psrc.org/sites/default/files/vision-2050-plan.pdf>

Countywide Planning Policies

The King County Countywide Planning Policies provide a planning policy framework for all jurisdictions within King County. Specific policies relating to human services include:

- FW-2: Monitor and benchmark the progress of the Countywide Planning Policies towards achieving the Regional Growth Strategy inclusive of the environment, development patterns, housing, the economy, transportation, and the provision of public services, as well as reducing disparities in equity and health outcomes for King County residents. Identify corrective actions to be taken if progress toward benchmarks is not being achieved.
- FW-6: Enable culturally and linguistically appropriate equitable access to programs and services and help connect residents to service options, particularly for those most disproportionately cost-burdened or historically excluded.
- PF-18: Provide human and community services to meet the needs of current and future residents in King County communities through coordinated, equitable planning, funding, and delivery of services by the county, cities, and other agencies.

The overarching goal of the countywide planning policies for human services is that the supportive service needs of all community members are met within all jurisdictions, with special emphasis on those community members that need the most help.

Local Planning & Regulatory Context

Adopted in 2009, Ordinance 2467 established the City's first Human Services Commission. The Commission advises the Mayor and City Council on policies and issues related to human services. The Commission is responsible for making recommendations to the Council on allocation of human services funding.

In 2022 the City developed and adopted the Human Services Strategic Plan. Led by values of equity and inclusion, resiliency, integrity, and centering relationships, this plan outlines a set of strategies and actions for the next five years.

The plan affirmed the City's responsibility for ensuring that residents are able to meet their needs through access to food, shelter, medical care, and more. This can be achieved by allocating resources to:

- Plan for and respond to emerging and emergency needs.
- Invest in an array of services and programs that support community needs.
- Convene and collaborate with partners to identify and implement solutions to complex community challenges across the Eastside.
- Connect community partners toward shared goals and solutions.
- Increase access to services, with a particular focus on addressing language and cultural barriers.
- Support unhoused and unstably housed community members with internal homeless outreach program that coordinates across City departments, non-profit partners, businesses, and the broad community.

Redmond Partnerships

The human services network is strengthened through the City's partnerships with service providers, faith communities, Lake Washington School District, King County Library System (KCLS), nonprofit agencies, and other cities.

Current Conditions

In 2022, Redmond published a [Human Services Needs Assessment](#), which summarizes results from analysis of quantitative data, including census data and local reports and studies, describing Redmond's demographics and relevant community-level trends. The assessment also conducted outreach with community members and partners to gain a better understanding of existing conditions in Redmond. A summary of these conditions indicates that:

- Redmond's population has grown 26% since 2015 and continues to increase in diversity with almost half of Redmond residents identifying as non-white and 45% of community members speaking a language other than English at home, including Spanish, Russian, Mandarin, Hindi, Telugu, Gujarati, Punjabi, Tamil, Marathi, Bengali, Malayalam, Kannada, Oriya, Sinhalese, and additional Asian Pacific Islander languages.
- While the median income in Redmond is significantly higher than King County, many are struggling to meet their basic needs. In East King County, a family of four would need to earn \$95,488/year to sufficiently meet their basic needs. This equates to earning more than 300% of the defined federal poverty level. According to the 2020 Census, about 2,100 Redmond families have incomes at approximately the federal poverty level. this level.
- Many community members are struggling with mental health issues, which are compounded with lack of available, culturally competent mental health services.
- In 2021, over 1,700 Redmond residents accessed free and/or reduced-cost medical services from HealthPoint, of which 36% were of Hispanic/Latino origin, 14% Asian, and 8% Black/African American.
- The pandemic continues to have disproportionate impact on the Black, Indigenous, People of Color (BIPOC) community. Of survey participants, more BIPOC community members reported that they lost their jobs, faced a reduction in hours, experienced a decline in income, or had to find a new job in a different field than their white counterparts.
- The non-profit sector is struggling to respond to increased demand for services, increased cost to deliver services, and hiring and retention of qualified staff.
- There are barriers to and inequities in accessing services. When asked why they didn't access the services they needed many reported not knowing where to go for help (66%), feeling too embarrassed to ask for help (32%), and not knowing if they were eligible for services (27%). BIPOC, low income, and non-English speaking individuals reported significantly more troubles accessing the services they need.

The information provided in this section was first provided in the Redmond Human Services Needs Assessment is available on the City of Redmond [website](#).

Youth in Redmond

Content Warning: This section briefly mentions youth suicide. To skip this content, proceed to the next section.

According to results from the 2021 Healthy Youth Survey, an average of 31% of Lake Washington School District students in grades 8-12 reported feelings of depression. Since 2019, King County's youth mental health system has experienced increased calls to address difficulties related to academic pressure, school closures, social isolation, lack of access quality nutritious food, poor family health and/or due to a death of a family member to COVID-19.¹ Medical centers, such as University of Washington Medicine, Swedish Medical Center and Seattle Children's hospital, have reported a dramatic increase in diagnoses of depression and anxiety for patients under the age of 27 since 2019, including increased suicide attempts. In King County, the number of deaths by suicide among youth under age 18 stayed roughly the same between 2019 and 2020 (14 deaths each year); however, the average age dropped from 16.5 years in 2019 to 14.6 years in 2020. LWSD students who reported seriously considering suicide within the past year is comparable to the state average: Grade 8 (14%), Grade 10 (16%), and Grade 12 (19%).

Income, Education, and Affordability

Redmond is a predominantly affluent community strongly influenced by a high percentage of jobs existing in high technology industries. Redmond community members also skew towards high levels of educational attainment: 72.2% of the community holds a bachelor's degree or higher.²

The median income in Redmond is \$132,188, which is significantly higher than the overall King County median income of \$102,594. While most households in Redmond are faring well, 5.1% people are living below the federal poverty level.

Poverty impacts certain populations disproportionately: 8% of people 65 and older, 8% who identify as Black/African American, 11% who identify as multi-racial, and 12.2% who identify as Latinx, live at or below the federal poverty level. Five hundred twenty-seven families live in poverty, which for a family of four means they were earning less than \$25,750 annually.³

Food Security and Access

Of the Redmond population in 2019, a small portion (500 individuals) were supported by cash public assistance income and about 1,000 households received support from the Supplemental Nutritional Assistance Program (SNAP, formerly known as "food stamps").⁴ At the beginning the COVID-19 pandemic, needs related to food were the second-most

¹ Sources: Collins et al., Mental Health Among Youth and Young Adults in King County, WA, 2021.

² Sources: U.S. Census Bureau, 2019 ACS 5-Year Estimates.

³ Sources: U.S. Census Bureau, 2019 ACS 5-Year Estimates.

⁴ Sources: U.S. Census Bureau, 2019 ACS 5-Year Estimates.

common reason for a King County resident to call seeking assistance with social services in spring 2020.⁵

Food insufficiency almost doubled during the pandemic: about 9% of adults in King, Pierce, and Snohomish counties combined reported in June 2020 that their households did not have enough food to last the week. In 2020, Hopelink, a food assistance provider that serves East King County, reported 2,931,180 meals distributed, 291,680 pounds of fresh produce provided, and 5.5 million pounds of food delivered to the community throughout an unprecedented year.⁶

Health and Wellness

Studies show that higher income areas are more likely to have significantly better health outcomes, such as life expectancy. In East King County, residents are expected on average to live nearly five years longer (83.9) than residents of South King County.⁷ It has also been found that health disparities contribute to reduced income that can result in what is referred to as the health - poverty trap.⁸

In 2019, 97% of Redmond residents reported being covered by either public or private health insurance. A much smaller portion, 3% (2,041 individuals) reported having no health insurance coverage.⁹ In King County, Hispanic adults had the highest rate of non-insured individuals and were six times more likely than white adults to be without coverage. Compared to white and Asian adults, Black adults were more than 1.5 times as likely, and Hispanic adults were more than two times as likely to report unmet medical needs due to cost.¹⁰ Over 1,700 Redmond residents accessed free and/or reduced-cost medical services from HealthPoint, of which 36% were of Hispanic/Latino origin, 14% Asian, and 8% Black/African American.

Mental Health and Well-Being

The rate of frequent mental distress among low-income adults was almost 2.5 times the county average and four times the rate for high income adults.¹¹ Of the racial/ethnic groups in King County, eight out of 10 white adults indicated that they always or usually receive the social and emotional support they need, much higher compared to individuals who identify as Black, Hispanic, and/or Asian adults. Hispanic adults are more likely than the King County average to experience frequent mental distress and less than half of low-income adults feel that they always or usually get the social and emotional support they need. Since the onset of COVID-19, there has been more than 250% increase in calls from Redmond residents to the King County Crisis Line - averaging 3,300 calls/year in 2020 and 2021, compared to about 1,300 calls in 2019. Inequities in mental health based on gender identity and sexual orientation continue to be of concern. In the King-Pierce-Snohomish County area LGBTQ+ adults (ages ≥18) were twice as likely to report feeling depressed, down, or hopeless for more

⁵ Sources: Schachter et al. Increases in Food Needs in King County, WA, 2020.

⁶ Sources: Hopelink, 2019 ACS 5-Year Estimates.

⁷ Sources: King County Community Health Needs Assessment, 2021-2022.

⁸ Sources: Khullar et al., Health, Income, and Poverty: Where We Are And What Could Help, 2018

⁹ Sources: U.S. Census Bureau, 2019 ACS 5-Year Estimates.

¹⁰ Sources: King County Community Health Needs Assessment, 2021-2022.

¹¹ Sources: King County Community Health Needs Assessment, 2021-2022.

than half the week compared to non-LGBQ+ adults. Almost 1 in 3 LGBQ+ adults (ages ≥ 18) reported not getting needed mental healthcare for any reason in the last 4 weeks, whereas 1 in 10 non-LGBQ+ adults reported the same.

Human Service Providers and Funding

To gain a better understanding of the current conditions, several service provider stakeholders were interviewed as part of the new Human Services Strategic Plan. Three out of four of service providers mentioned their organizations were struggling to hire parttime and full-time staff. In addition, their organizations are unable to pay wages high enough to be competitive with other jobs in and around Redmond, or for said staff to afford the cost of living in Redmond (meaning staff usually have to live outside of Redmond). One focus group participant made it clear when they said they were “overwhelmed with staffing issues”. Providers themselves are feeling burn out, fatigue, and a sense of hopelessness. These challenges are even more present as they are faced with more work.

Service providers also expressed difficulties with the municipal funding process. A common and long-standing issue service providers face is the nature of the municipal funding cycle. The application process, a two-year funding cycle that sometimes only provides smaller program-specific financial support with robust reporting requirements for grants, make this necessary source of funding a burden for service providers. While service providers greatly appreciated the availability of emergency funding through the COVID-19 pandemic, they noted it was not a long-term solution to the systemic issues they faced.

Trends

Based on conversations with community leaders, service providers, City leaders, and community members themselves, the following trends emerged.

- Redmond community members are living through and experiencing the impacts of multiple, ongoing crises.
- There are two Redmonds and the detachment between the two is growing. One is visible and celebrated, where community members live in abundance and have easier access to the resources they need, and the other is hidden and stigmatized, where community members struggle to make ends meet and access the resources they need.
- Redmond community members feel increasingly isolated and disconnected. They desire genuine connection with the rest of the community.
- Service providers face significant barriers to meeting their clients’ needs. These barriers are growing more severe due to increasing demand for services.
- Many community members experience barriers to accessing the services they need.
- Inadequate funding continues to be an area of concern.

Policy Considerations

Topics for Policy Considerations

The Existing Conditions reports are developed with input from community members, regional partners, elected officials, appointed boards, city staff, and subject matter experts. In addition, the policy considerations in this chapter draw on the work of the 2022 Human Services Needs Assessment and Strategic Plan. A collection of specific topics for policy consideration are listed below. Three overall categories of considerations are also discussed below:

Expanded and Accessible Services: Redmond should support community members to navigate life through multiple, on-going crises so that our community can move forward together.

Strong Sense of Community: Redmond should serve as a convener and connector, so community members feel a sense of welcoming and belonging. The ideal is to a culture where community members can easily access services without judgement, fear, or stigmatization.

Equity. Redmond will foster a community where all – particularly BIPOC and marginalized community members – have access to all Redmond has to offer. The need to achieve equitable outcomes should be an important consideration in the development of human services policy.

TABLE HS-1 HUMAN SERVICES POLICY CONSIDERATIONS

#	Policy Consideration	Themes Supported
Expanded and Accessible Services		
HS-A	<p>Support effective outreach with funding, tools, engagement campaigns, and partnerships, to connect community members to resources.</p> <ul style="list-style-type: none"> • Coordinate with community leaders who can help connect their community members to services and programs. • Prioritize connections to marginalized communities in Redmond like BIPOC, Latino/a/x, immigrants, and refugees. • Engage with the Community where they are, through community relationships, programs, and outreach campaigns. • Utilize engagement campaigns to amplify the ongoing work of service providers, how to access services, and how to support community members. 	<ul style="list-style-type: none"> • Resiliency & Recovery • Equity & Inclusion • Sustainability

#	Policy Consideration	Themes Supported
HS-B	<p>Secure sustainable funding, and prioritize support, for organizations that provide culturally responsive services and provide in-demand services as defined in the Human Services Needs Assessment.</p> <ul style="list-style-type: none"> • Evaluate and develop a sustainable funding plan that prioritizes the need for non-profit staffing, addresses one-time emerging needs, and/or addresses the effectiveness of the City's per capita formula approach. • Identify other funding sources (philanthropy, businesses, etc.) and build connections to increase service providers' access to these sources. 	<ul style="list-style-type: none"> • Resiliency & Recovery • Equity & Inclusion • Sustainability
HS-C	<p>Increase Human Service capacity and resilience.</p>	<ul style="list-style-type: none"> • Resiliency & Recovery • Equity & Inclusion • Sustainability
Strong Sense of Community		
HS-D	<p>Expand the scope of the Human Services Division to focus on increased community connection and support, destigmatize services, and enhance the sense of inclusion, welcoming, and belonging.</p> <ul style="list-style-type: none"> • Coordinate, facilitate, and participate in regular small-scale (i.e., neighborhood specific) community meetings and topic-based forums. • Support volunteerism in Redmond by connecting businesses, employees, community members to volunteer opportunities and amplifying non-profits who need support. • Enhance pathways for youth and adults to access local college, scholarship, training, apprenticeships, and additional employment opportunities. • Explore opportunities with education centers, service providers, vendors, local employers, and within the city, to create new and strengthen existing, supported employment and community inclusion services for people with intellectual and development disabilities. 	<ul style="list-style-type: none"> • Resiliency & Recovery • Equity & Inclusion • Sustainability

#	Policy Consideration	Themes Supported
HS-E	<p>Champion diversity.</p> <ul style="list-style-type: none"> • Increase representation of BIPOC and other marginalized communities in decision making bodies like the Human Services Commission. • Support community partners and non-profit organizations to create cultural spaces where our diverse community can gather and access services. • Strengthen the capacity of non-profits who provide services relevant for historically disenfranchised communities. 	<ul style="list-style-type: none"> • Resiliency & Recovery • Equity & Inclusion • Sustainability

Existing Conditions

Annexation and Regional Planning

Introduction

The Annexation and Regional Planning element includes policies that identify ways that the City of Redmond coordinates planning with neighboring jurisdictions and regional bodies. It also guides how the city should annex territory that is beyond its city limits and how it should preserve the Urban Growth Area (UGA).

State & Regional Planning Context

Growth Management Act Requirements

The Growth Management Act (GMA, RCW 36.70A) is the primary land use planning legislation in Washington state. Some of the main goals of the GMA are to reduce urban sprawl and to preserve the long-term sustainability of rural and resource lands by encouraging development inside urban areas. To implement this goal, the GMA requires that counties designate and maintain Urban Growth Areas (RCW 36.70A.110(1)) where projected 20-year population growth must be accommodated. The land inside Urban Growth Areas (UGA) is designated for urban uses, while the land outside of UGAs is set aside for rural and natural resources lands.

The City of Redmond is expected to annex areas that are within the UGA but remain in unincorporated King County. The GMA promotes county-city planning coordination in the form of interlocal agreements that result in the eventual annexation of urban unincorporated areas.

The GMA also specifies that the cities are responsible for providing high quality facilities and services to meet the needs of the people that live and work in urban areas.

State Annexation Law

There are 5 major methods that cities can use to annex land ([Chapter 35.13 RCW](#)):

- **Election Method Annexation:** The legislative body of a city or towns adopts a resolution calling for the annexation of a certain territory, and files the resolution with the County

Fast Facts

- Annexation by cities or towns is a legislative action whereby a city or town adds territory beyond its existing city limits.
- Redmond may only annex area that is within its designated Urban Growth Area.
- Redmond has annexed much of its Potential Annexation Areas.
- There are four Potential Annexation Areas in Redmond.
- 555 acres have the potential to be annexed to the City of Redmond.
- The last land annexation was in 2017.

Council. The Council adopts an ordinance setting the date for an election on the question of annexation. The Annexation is finalized by a vote of the qualified voters in the annexation area.

- **Direct Petition Method Annexation:** The annexation is initiated by ten percent of the residents of the annexation area or by the owners of the properties representing ten percent of the assessed valuation of the area. The initiators then notify the legislative body of the city in writing of their intention to start the annexation proceeding. The legislative body then accepts, rejects, or modifies the proposed annexation. The petition must then be signed by the owners of the properties that represent between 60 and 75 percent of the assessed valuation of the area.
- **Annexation for Municipal Purposes:** cities annex unincorporated territory for park, cemeteries, or other municipal purposes when the territory is owned by the city.
- **Annexation of Unincorporated Islands:** The local jurisdiction determines to annex unincorporated islands containing less than one hundred acres and having at least 60 percent of the boundaries of the area contiguous to the city (if the area existed before June 30, 1994). Then a public hearing must be held. The annexation is subject to referendum for 45 days after the resolution is adopted, which is initiated by a petition signed by ten percent of the area residents.
- **Interlocal Agreements** (two options):
 - **Option 1:** An Interlocal Agreement to annex specific territory is adopted by King County, a city, and a Fire District. The proposal must be submitted to the Boundary Review Board for administrative review (and public information) but there is no opportunity for a full public hearing for this proposed action, but there is opportunity for a public referendum.
 - **Option 2:** An Interlocal Agreement to annex specific territory is adopted by King County, a city, and a Fire District. The proposal must be submitted to the Boundary Review Board for administrative review (and public information) but there is no opportunity for a full public hearing for this proposed action. There is no opportunity for the public to vote or to take other action with respect to this annexation.

Puget Sound Regional Council - VISION 2050

One of the goals of [VISION 2050](#) is that over time the unincorporated area inside Urban Growth Areas (UGAs) will be fully annexed or incorporated as cities. It also emphasizes the need for careful planning and permitting in coordination between counties and adjacent cities to successfully manage growth in Urban Areas and Unincorporated Areas.

In VISION 2050, there are two goals that refer to Regional Planning and Annexation:

- The Regional Growth Strategy Goal is to accommodate growth within urban areas, focused in designated centers and near transit stations, to create healthy, equitable, vibrant communities well-served by infrastructure and services. Rural and resource lands continue to be vital parts of the region that retain important cultural, economic, and rural lifestyle opportunities over the long term.

- The Development Patterns Goal states that the region must create healthy, walkable, compact, and equitable transit-oriented communities that maintain unique character and local culture, while conserving rural areas and creating and preserving open space and natural areas.

Relevant Regional Growth Strategy policies include:

MPP-RGS-4 Accommodate the region's growth first and foremost in the urban growth area. Ensure that development in rural areas is consistent with the regional vision and the goals of the Regional Open Space Conservation Plan.

MPP-RGS-6 Encourage efficient use of urban land optimizing the development potential of existing urban lands and increasing density in urban growth locations consistent with the Regional Growth Strategy.

MPP-RGS-14 Manage and reduce rural growth rates over time, consistent with the Rural Growth Strategy, to maintain rural landscapes and lifestyles and protect resource lands and the environment.

Relevant Development Pattern and Annexation actions and policies include:

DP-Action-6 Coordinated Planning in Unincorporated Urban Areas: PSRC will support communication with the state Legislature regarding necessary changes to state laws that hinder progress towards annexation and incorporation and opportunities for state and local incentives, organize forums to highlight annexation, incorporation, and joint planning best practices, and provide other resources that address the barriers to joint planning, annexation, and incorporation.

MPP-RGS-16 Identify strategies, incentives, and approaches to facilitate the annexation or incorporation of unincorporated areas within the urban growth areas into cities.

MPP-DP-27 Affiliate all urban unincorporated lands appropriate for annexation with an adjacent city or identify those that may be feasible for incorporation. To fulfill the Regional Growth Strategy, while promoting economical administration and services, annexation is preferred over incorporation.

MPP-DP-28 Support joint planning between cities, counties, and service providers to work cooperatively in planning for urban unincorporated areas to ensure an orderly transition to city governance, including efforts such as:

- (a) establishing urban development standards,
- (b) addressing service and infrastructure financing, and
- (c) transferring permitting authority.

MPP-DP-29 Support annexation and incorporation in urban unincorporated areas by planning for phased growth of communities to be economically viable, supported by the urban infrastructure, and served by public transit.

Countywide Planning Policies

King County Countywide Policies were updated in 2021 and includes the following regarding regional planning and annexation policies:

The overarching goal of the Development Patterns Chapter is the following:

- Growth in King County occurs in a compact, centers-focused pattern that uses land and infrastructure efficiently, connects people to opportunity, and protects Rural and Natural Resource Lands.

Regional Planning Policies:

DP-1 Designate all lands within King County as one of the following. In each of these designations, critical areas may exist, and these are to be conserved through regulations, incentives, and programs.

- Urban land within the Urban Growth Area, where new growth is focused and accommodated.
- Rural land, where farming, forestry, and other resource uses are protected, and very low-density residential uses and small-scale non-residential uses are allowed; or
- Natural Resource land, where permanent regionally significant agricultural, forestry, and mining lands are preserved.

DP-2 Prioritize housing and employment growth in cities and centers within the Urban Growth Area, where residents and workers have higher access to opportunity and high-capacity transit. Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and schools, and parks and open space. The Urban Growth Area will include a mix of uses that are convenient to and support public transportation to reduce reliance on single-occupancy vehicle travel for most daily activities.

DP-12 GMPC shall allocate residential and employment growth to each city and urban unincorporated area in the county. This allocation is predicated on:

- Accommodating the most recent 20-year population projection from the state Office of Financial Management and the most recent 20-year regional employment forecast from the Puget Sound Regional Council, informed by the 20-year projection of housing units from the state Department of Commerce.
- Planning for a pattern of growth that is consistent with the Regional Growth Strategy including focused growth within cities and Potential Annexation Areas with designated centers and within high-capacity transit station areas, limited development in the Rural Area, and protection of designated Natural Resource Lands.
- Efficiently using existing zoned and future planned development capacity as well as the capacity of existing and planned infrastructure, including sewer, water, and stormwater systems.
- Improving jobs/housing balance consistent with the Regional Growth Strategy, both between counties in the region and within subareas in the county.
- Promoting opportunities for housing and employment throughout the Urban Growth Area and within all jurisdictions in a manner that ensures racial and social equity.
- Allocating growth to Potential Annexation Areas within the urban unincorporated area proportionate to their share of unincorporated capacity for housing and employment growth.
- Promoting a land use pattern that can be served by a connected network of public transportation services and facilities and pedestrian and bicycle infrastructure and amenities;

U-101 Development within the Urban Growth Area should create and maintain safe, healthy and diverse communities. These communities should contain a range of affordable, healthy housing and

employment opportunities, as well as school and recreational facilities, and should be designed to protect the natural environment and significant cultural resources.

U-106 Most population and employment growth should locate in the contiguous Urban Growth Area in western King County, especially in cities and their Potential Annexation Areas.

Annexation Policies:

DP-24 Designate Potential Annexation Areas in city comprehensive plans and adopt them in the countywide Planning Policies. Affiliate all Potential Annexation Areas with adjacent cities and ensure they do not overlap or leave urban unincorporated areas between cities. Except for parcel or block-level annexations that facilitate service provision, commercial areas, and low- and high-income residential areas shall be annexed holistically rather than in a manner that leaves residential urban unincorporated areas stranded. Annexation is preferred over incorporation.

DP-25 Cities and the County shall work to establish timeframes for annexation of roadways and shared streets within or between cities, but still under King County jurisdiction.

DP-26 Facilitate the annexation of unincorporated areas within the Urban Growth Area that are already urbanized and are within a city's Potential Annexation Area in order to increase the provision of urban services to those areas. To move Potential Annexation Areas towards annexation, cities, and the county shall work to establish pre-annexation agreements that identify mutual interests and ensure coordinated planning and compatible developments, until annexation is feasible.

DP-27 Cities with Potential Annexation Areas and the County shall work to establish pre-annexation agreements that identify mutual interests and ensure coordinated planning and compatible development until annexation is feasible.

DP-28 Allow cities to annex territory only within their designated Potential Annexation Areas as shown in the Potential Annexation Areas Map. Phase annexations to coincide with the ability of cities or existing special purpose districts to coordinate the provision of a full range of urban services to areas to be annexed.

a) For areas that have received approval for annexation from the King County Boundary Review Board, the City shall include a process that includes collaboration with King County for annexation in the next statutory update of their Comprehensive Plan.

b) Jurisdictions may negotiate with one another regarding changing boundaries or affiliations of Potential Annexation Areas and may propose such changes to GMPC as an amendment to Appendix 2. In proposing any new or revised PAA boundaries or city affiliation, jurisdictions should consider the criteria in DP-27. In order to ensure that any changes can be included in local comprehensive plans, any proposals resulting from such negotiation should be brought to GMPC for action no later than two years prior to the statutory deadline for the major plan update.

DP-30 Evaluate proposals to annex or incorporate urban unincorporated land based on the following criteria, as applicable:

a) Conformance with Countywide Planning Policies including the Urban Growth Area boundary;

- b) The ability of the annexing or incorporating jurisdiction to efficiently provide urban services at standards equal to or better than the current service providers;
- c) The effect of the annexation or incorporation in avoiding or creating unincorporated islands of development;
- d) The ability of the annexing or incorporating jurisdiction to serve the area in a manner that addresses racial and social equity and promotes access to opportunity; and
- e) Outreach to community, the interest of the community in moving forward with a timely annexation or incorporation of the area

Even though it is King county's policy to support and promote annexation, its ability to do so is very limited. Washington revised code provides the cities, county residents and property owners with the authority to initiate the annexation process.

King County Potential Annexation Area Plan

In 2016, the King County Council adopted the 2016 King County Comprehensive Plan, which included in its Implementation chapter a series of workplan action items, one of which is action 14. This action strives to develop a countywide plan to move remaining unincorporated urban potential annexation areas toward annexation. As part of Action plan 14, King County created an Annexation Area Databook which is used to provide information on all the annexation areas in the county, and a map of the remaining urban unincorporated areas.

Orphan Roads and Rights of Ways: Orphaned roads are King County roads rights-of-way that include half-streets, parts or entire roads completely surrounded by cities, and small segments of road located on or within the Urban Growth Boundary but have not been transferred from county responsibility to a city as part of past annexation or incorporation. [RCW 35A.21.210](#) provides a method by which cities can revise their boundaries to annex road rights-of-way referred to as orphan roads. These roads are included in the Annexation Area Databook.

Local Planning & Regulatory Context

Local Planning Context

In addition to planning for areas within city limits, Redmond is expected to annex unincorporated areas within the Urban Growth Area that are adjacent to the city. These are referred to as Potential Annexation Areas (PAA).

Potential Annexation Areas are identified as a part of broader regional planning efforts. The Annexation and Regional Planning Element, in conjunction with the Utilities Element and the Land Use Element, establishes how to handle the facility and service provision within the PAAs.

The current Comprehensive Plan establishes the following Regional Planning and Annexation Framework regulations:

FW-48 Develop and support regional policies, strategies and investments that reflect the vision and policies of the Redmond Comprehensive Plan. Achieve local goals and values by participating fully in implementation of the Growth Management Act, VISION 2040, and the King County Countywide Planning Policies.

FW-49 Work with other jurisdictions and agencies, educational and other organizations, and the business community to develop and carry out a coordinated, regional approach for meeting the various needs of Eastside communities, including housing, human services, economic vitality, parks and recreation, transportation, and environmental protection.

FW-50 Work cooperatively with residents and property owners to annex all land within the designated Potential Annexation Area

In the 2030 Comprehensive Plan, the Annexation and Regional Planning Element guides the annexation and City interaction within the regional context. There are also a few policies regarding Annexation in the Land Use element and the Utilities Element, that pertain specifically to the extension of services and facilities to the annexed areas.

The procedures under which the City annexes unincorporated territory are defined in the [Title 1 Chapter 16](#) of the Redmond Municipal code and are established as provided in the Revised Code of Washington ([Chapter 35A.14RCW](#)). This Chapter details how the public outreach and meetings shall be conducted prior to public hearings on annexation matters.

Redmond Partnerships

Redmond is part of the following partnerships to plan for Regional Growth:

- [Puget Sound Regional Council](#) (PSRC).
- [Sound Cities Association](#) (SCA).

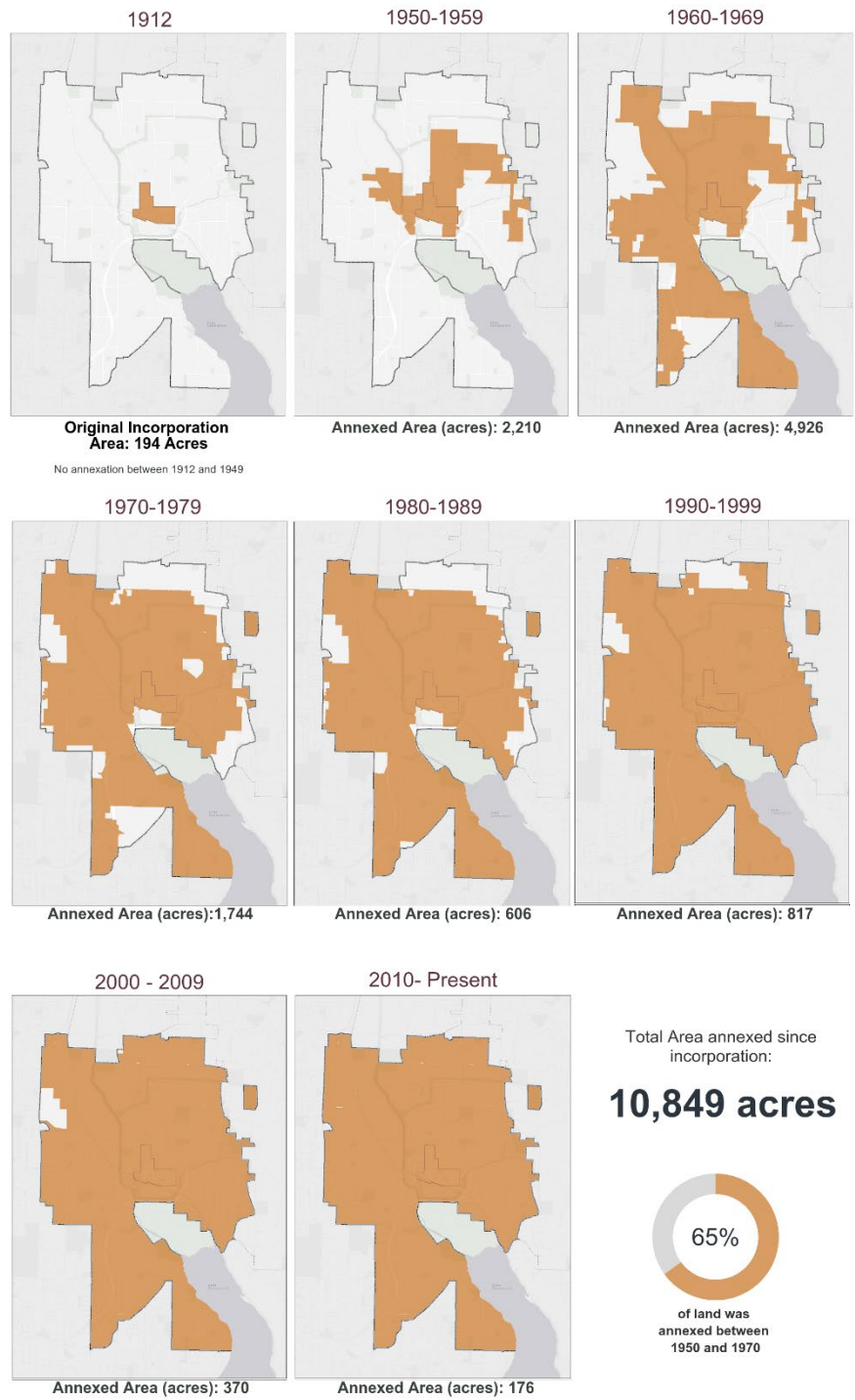
In addition, the City is represented by elected officials and staff on many countywide and regional boards and committees that shape regional planning policy. The city partners with residents, King County, and the King County Boundary Review Board to coordinate annexation efforts.

Current Conditions

Inventory of Existing Conditions

More than sixty percent of all the city's land was annexed between 1950 and 1970 and the annexations have consistently decreased after that. The last annexation was completed in 2017, in which the city annexed 54 acres of unincorporated land along 132nd Ave NE in the Willows-Rose Hill neighborhood. 200 people lived in this area in 84 dwelling units.

City of Redmond annexation history



The city of Redmond occupies an area of 17.25 square miles (around 11,000 acres). There is relatively little unincorporated land contiguous to the City of Redmond available to annex. There are four remaining Potential Annexation Areas:

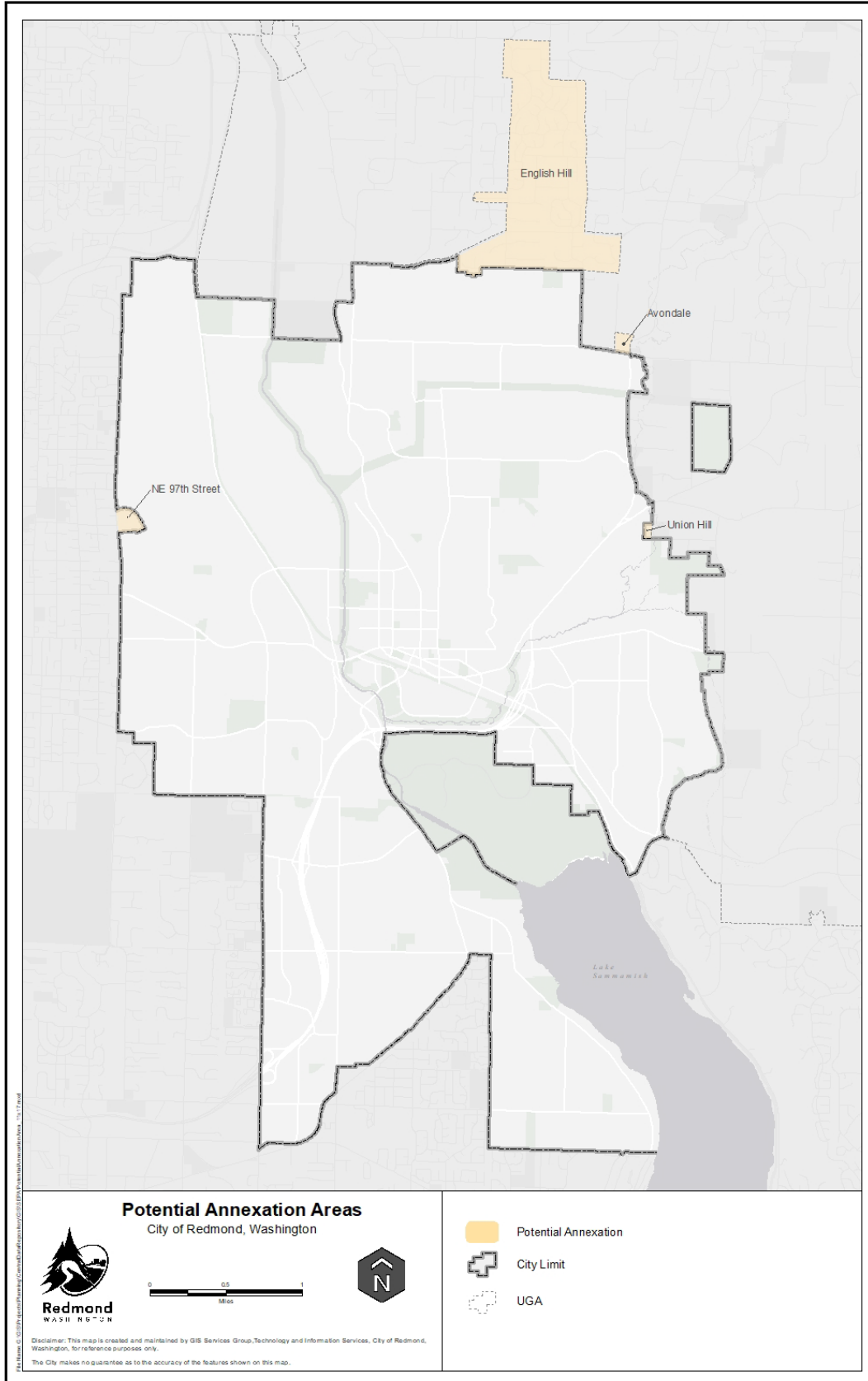
1. NE 97th Street (Rose Hill), 14 acres
2. Union Hill Road, 3 acres
3. Avondale, 8 acres
4. English Hill, 530 acres

According to the [2018 King County Annexation Data book](#) these PAAs are home to approximately 2,856 residents, and about 510 covered jobs. There are approximately 1,000 housing units in these areas in a total area of around 555 acres. (See Figure X-2 Potential Annexation Areas Map).

Most of the available areas are small islands except for English Hill. This area is 100% residential largely developed with single-family homes and has around 2,700 residents, 950 housing units and approximately 500 jobs. It has 980 parcels in 530 acres, with most of them designated as urban residential medium land use (4-12 du / acre). While there has been some interest from residents in portions of this area, the challenge has been to gain sufficient support for annexation. For the rest of the PAAs there have been sporadic inquiries for many years, but no formal annexation process has begun.

There are four orphan roads and Right of Way PAAs that the City of Redmond could consider annexing:

- Union Hill Road
- 154th PI NE
- NE 124th St., and
- NE 116th St.



Level of Service Analysis

The policies that support annexation in the 2030 Comprehensive Plan establish that the city will actively pursue the annexation of all land inside the Potential Annexation Areas in collaboration with the property owners.

Prior to extending utilities in unincorporated areas, it is necessary for the areas to be annexed, except when there is a preexisting service agreement or there is a septic failure and immediate annexation is not possible; if this is the case, the property owner then must sign an agreement to annex the property in a timely manner. The annexed areas must have logical boundaries and strive to retain neighborhood integrity and avoid individual annexations that create islands of unincorporated land. Finally, the newly annexed territories must accept its equitable share of the City's bonded indebtedness.

Trends Analysis

According to the [VISION 2050 Annexation Briefing Paper](#) many cities in the PSRC have been successful in completely annexing their potential annexation areas. Some of the largest areas were successfully annexed with the assistance of a sales tax credit instituted by the state Legislature in 2006 ([RCW 82.14.415](#)). The tax credit, which expired in 2015, allowed cities that were annexing communities with at least 10,000 residents to receive a larger share of their sales tax revenue for up to ten years. In 2004 King County also set aside \$10 million to further incentivize annexation efforts.

According to data from the Office of Financial Management, from 2000-2017 the urban unincorporated area steadily decreased until around 2012, when annexation activity slowed due to the loss of sales tax credit incentives and the Great Recession. By 2016, the population in King county's unincorporated urban areas dropped by more than 110,000 people from its 2007 level to an estimated population of 119,000. Much of the remaining urban unincorporated area is made up of isolated islands adjacent to the urban growth boundary or surrounded by cities.

Policy Considerations

Annexation and regional planning policy has changed little since the last time the Annexation and Regional Planning element was updated. What has changed is that there is less land remaining in Redmond's potential annexation area, and state law has changed, with new annexation methods now available. The Redmond 2050 update should review this element in light of those changes.

#	Policy Consideration	Themes Supported
ARP-A	Update annexation policies to reflect changes in state law and changes in the amount and nature of Redmond's remaining potential annexation area.	Sustainability

Existing Conditions

Participation, Implementation and Evaluation

Introduction

The Participation, Implementation and Evaluation Element describes the current framework that guides the integration of public participation in the Comprehensive Plan.

It also addresses the periodic review and implementation of the Plan, and monitoring processes that need to be followed once the Plan has been approved.

State & Regional Planning Context

Growth Management Act

State law ([chapter 36.70A RCW](#)) requires that each Washington city and county periodically review its comprehensive plan and development regulations every 10 years to establish the framework to manage their population growth and ensure that infrastructure investments happen concurrently. All state planning laws require community outreach through public hearings and other methods before plans or regulations are adopted.

The Growth Management Act (GMA) establishes thirteen planning goals that act as a basis for all comprehensive plans. One of these goals is to encourage public involvement in the planning process ([RCW 36.70A.020](#) (11)).

Fast Facts

- The Comprehensive Plan and development regulations need to be reviewed and updated every 10 years.
- The city is increasingly diverse, with almost 50% of the total population being people of color.
- Language barriers hinder participation. The top five languages spoken in Redmond after English are Chinese, Spanish, Russian, Hindi and Arabic.

“ Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.”

The first task that a city must undertake in a comprehensive plan update is to establish a public participation program to ensure that the public is aware of the process and knows how to participate. The program must include procedures for notifying interested individuals and creating a plan for public review and comment. ([RCW.36.70A.035](#))

The program must provide for early and continuous public participation and ensure that notice of the update is broadly and effectively disseminated. The city or county should also try to involve a broad cross-section of the community, so groups not previously involved in planning become involved. The GMA aims to maximize public participation and awareness in the planning process and to incorporate public comment to the review prior to taking final decisions.

Measures used to implement the comprehensive plan include:

- **Development regulations.** These are controls on the use of the land, such as zoning ordinances, critical areas ordinances, and shoreline regulations, among others ([RCW 36.70A.035](#))
- **Capital projects.** These are local government public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of public infrastructure. ([RCW.82.46.10](#))
- **Programs.** These are used to achieve specific objectives outlined in the comprehensive plans and can be official city or county programs, volunteer programs or interjurisdictional agreements.

The GMA also emphasizes that comprehensive plans and regulations must be continually reviewed and evaluated to ensure the plan is being implemented ([WAC 365-196-600](#), [RCW 36.70A.130\(2\)\(a\)](#), [RCW.36.70A.035](#)). The GMA also provides a mechanism to adopt plan amendments once per year.

Puget Sound Regional Council and VISION 2050

A primary goal of [VISION 2050](#) is to provide opportunities for all. VISION 2050 emphasizes equity and providing access to improved quality of life to all people. It also stresses the need to incorporate into the planning process the people that have been historically excluded.

The following VISION 2050 policies and actions address participation, implementation, and evaluation:

RC -Action- 3 Regional Equity Strategy

PSRC, in coordination with member governments and community stakeholders, will develop and implement a regional equity strategy intended to make equity central to PSRC's work and to support the 2024 local comprehensive plan updates. The strategy could include components such as:

- o Creating and maintaining tools and resources, including data and outreach, to better understand how regional and local policies and actions affect our region's residents, specifically as they relate to people of color and people with low incomes.
- o Developing strategies and best practices for centering equity in regional and local planning work, including inclusive community engagement, monitoring, and actions to achieve equitable development outcomes and mitigate displacement of vulnerable communities.

- o Identifying implementation steps, including how to measure outcomes.
- o Identifying mechanisms to prioritize access to funding to address inequities.
- o Developing a plan and committing resources for an equity advisory group that can help provide feedback on and help implement the Regional Equity Strategy.
- o Developing and adopting an equity impact tool for evaluating PSRC decisions and community engagement.

RC-Action-4 Outreach: PSRC will develop an outreach program for VISION 2050 that is designed to communicate the goals and policies of VISION 2050 to member jurisdictions, regional stakeholders, the business community, and the public. This work program will have the following objectives:

- o Build awareness of VISION 2050 among local jurisdictions in advance of the development of local comprehensive plans.
- o Raise awareness of PSRC and the desired outcomes of VISION 2050 to residents across the region.
- o Collaborate with residents who are historically underrepresented in the planning process to ensure all voices are heard in regional planning.

MPP-RC-14 Monitor implementation of VISION 2050 to evaluate progress in achieving the Regional Growth Strategy, as well as the regional collaboration, environment, climate change, development patterns, housing, economy, transportation, and public services provisions

MPP-RGS-1 Implement the Regional Growth Strategy through regional policies and programs, countywide planning policies and growth targets, local plans, and development regulations.

MPP-DP-8 Conduct inclusive engagement to identify and address the diverse needs of the region's residents.

King County Countywide Planning Policies

The following policies in the [King County Countywide Planning Policies](#) relate specifically to the Participation, Implementation and Evaluation Element:

FW-2 Monitor and benchmark the progress of the Countywide Planning Policies towards achieving the Regional Growth Strategy inclusive of the environment, development patterns, housing, the economy, transportation, and the provision of public services, as well as reducing disparities in equity and health outcomes for King County residents. Identify corrective actions to be taken if progress toward benchmarks is not being achieved.

FW-7 Develop and use an equity impact review tool when developing plans and policies to test for outcomes that might adversely impact Black, Indigenous, and other People of Color communities; immigrants and refugees; people with low incomes; people with disabilities; and communities with language access needs. Regularly assess the impact of policies and programs to identify actual outcomes and adapt as needed to achieve intended goals.

FW-8 Involve community groups especially immigrant, Black, Indigenous, and other People of Color communities continuously in planning processes to promote civic engagement, government accountability, transparency, and personal agency.

Local Planning & Regulatory Context

Redmond Policies and Regulations

The current Comprehensive Plan establishes the following Participation, Implementation and Evaluation framework policies:

FW-1 Support a sustainable community that recognizes that people, nature and the economy are all affected by both individual and collective actions.

FW-2 Encourage active participation by all members of the Redmond community in planning Redmond's future.

FW-3 When preparing City policies and regulations, take into account the good of the community as a whole, while treating property owners fairly and allowing some reasonable economic use for all properties. Require predictability and timeliness in permit decisions.

FW-4 Support a culture of dialogue and partnership among City officials, residents, property owners, and the business community, and agencies and organizations.

FW-5 Evaluate the effectiveness of policies, regulations, and other implementation actions in achieving Redmond's goals and vision for sustainable future and take action as needed.

Public input in the review of development projects is codified in [RZC 21.76, Review Procedures](#). The chapter describes the types of permit processes and the points at which community members may provide input. It also describes how community members can suggest changes to the Redmond Comprehensive Plan.

Redmond Partnerships

The city of Redmond has a variety of Boards and Commissions that provide input to the planning process such as:

- Design Review Board
- Environmental Sustainability Advisory Committee (ESAC)
- Human Services Commission
- Landmark Commission
- Parks and Trails Commission
- Pedestrian Bicycle Advisory Committee (PBAC)
- Planning Commission
- Redmond Arts and Culture Commission (RACC)
- Redmond Youth Partnership Advisory Committee

The City also actively solicits community participation by creating relationships with nonprofits such as Centro Cultural Mexicano, Chinese Information and Service Center, Indian American Community Services, Muslim Community and Neighborhood Association, and Eastside for All, and by engaging with the community during events such as Derby Days.

Current Conditions

Redmond Languages and Outreach

The city of Redmond, according to the 2020 Census, had an estimated population of 73,256 residents. According to the 2020 5-year American Community Survey, the city is increasingly more diverse with 50% of the total population being people of color. 40.6 % of the population of Redmond is foreign born, 45% of residents speak a language other than English at home and 12% of the population 5 and over speak English less than “very well”. People under 20 comprise 15% of the population while people over 65 comprise about 10% of the population. Almost all households in Redmond have access to a computer (97.7%) and have access to broadband service (94.9%).

According to information the 2020 [American Community Survey](#) data the top languages in Redmond after English are Chinese, Spanish, Russian, Korean, and Arabic. These data are incomplete however as languages of India are combined into an “Other Indo-European languages” category. We know from the 2020 Public Use Microdata Sample (PUMS) that in the area that includes the cities of Redmond, Kirkland and the areas of Inglewood and Finn Hill (this area is referred in the PUMS database as Northwest King County), the third most common language after Spanish and Chinese is Hindi with 5,120 speakers.

TABLE 1 LANGUAGES SPOKEN IN REDMOND (POPULATION 5 YEARS AND OVER)

Language	Number of Speakers	Percent of population	Speak English less than “very well”
Chinese*	5,184	8.23%	2,049 (39.5%)
Spanish	2,964	4.76%	881 (29.7%)
Russian, Polish or other Slavic languages	2,232	3.54%	831 (37.2%)
Arabic	802	1.27%	354 (44.13%)
Korean	794	1.26%	339 (42.6%)

*Includes Cantonese and Chinese

The diversity of Redmond’s population and the languages present in the community make it imperative to have a multilingual approach when considering community outreach and promoting an equitable approach to urban planning. Other common participation barriers that should be considered in community outreach include age, limited mobility, disabilities, work schedules, digital literacy, and children/elder care obligations.

According to the City’s 2021 Title VI report, there has been an effort to translate city service information for printed materials as well as the City website into the five predominant languages. As part of Redmond 2050 there has been targeted outreach to small and minority-owned business, social services agencies, and the recruitment of a diverse Redmond 2050 Community Advisory Committee that meets monthly to advise city staff.

Redmond 2050 Outreach Activities detailed in the 2021 Title VI report

Date	Activity
11/24/20	Community Workshop on Growth
Q4 2020	Redmond 2050 SEPA Scoping online questionnaire
Q4 2020	Redmond 2050 "Pains and Gains Round 1" online questionnaire
2/8/21	Transportation Master Plan briefing to Pedestrian-Bicycle Advisory Committee
2/25/21	Transportation Master Plan briefing to OneRedmond Government Affairs
Q1 2021	Redmond 2050 Redmond Youth Partnership Advisory Committee stakeholder interview
Q1 2021	Redmond 2050 Overlake small business roundtable
Q1 2021	Redmond 2050 "Pains and Gains Round 2" online questionnaire
Q1-Q2 2021	Redmond 2050 minority and small business stakeholder interviews (7 total)
4/1/21	Redmond 2050 overview with Parks & Trails Commission
6/24/21	Growth Scenarios briefing to OneRedmond Government Affairs
Q2 2021	Redmond 2050 Design Principles online questionnaire
Q2 2021	Redmond 2050 Look and Feel online questionnaire
8/4/21	Redmond 2050 overview with Redmond Zoning Code ReWrite stakeholders
8/6/21	Redmond 2050 outreach at Rockin' on the River (day 1)
8/7/21	Redmond 2050 outreach at Rockin' on the River (day 2)
8/9/21	Transportation outreach to Pedestrian-Bicycle Advisory Committee
8/18/21	Workshop: Policy options & alternatives: Transportation & Economic Vitality
8/19/21	Workshop: Equity in our Built Environment: Equitable, Sustainable, and Resilient Transit-Oriented Development (TOD)
8/25/21	Workshop: Policy options & alternatives: Housing options & alternatives

8/26/21	Redmond 2050 overview to Sustainability Advisory Committee
9/2/21	Workshop: Overlake: Accommodating Growth in Overlake - zoning and land use changes (touch on Overlake as a Metro Center)
9/2/21	Parks, Arts, Recreation, Conservation, and Culture briefing to Parks & Trails Commission
9/8/21	Workshop: Equity in our Built Environment: Inclusive / Universal Design
9/30/21	Workshop: Equity in our Built Environment: General Needs of our Community; Services & Amenities Needs (including: What do families need in taller buildings?)

Redmond Zoning Code

One of the principal ways in which the Comprehensive Plan is implemented is through development regulations contained in the [Redmond Zoning Code](#) (RZC). One can think of the RZC as the regulatory translation of policy contained in the Redmond Comprehensive Plan.

Redmond's first GMA-compliant zoning regulations were adopted in the mid-1990's and known as the Redmond Community Development Guide. In 2011 those regulations were overhauled and re-adopted as the Redmond Zoning Code. There have been dozens of amendments over the years, large and small, many in response to Redmond Comprehensive Plan policy updates.

Beginning in 2021, the Redmond Zoning Code is undergoing a thorough update that coincides with Redmond 2050. The update, called the [RZC ReWrite](#), is happening in multiple phases over multiple years.

Trends Analysis

The following trends should be considered in the update of the Participation, Implementation, and Evaluation Element:

- Redmond is a multilingual community. As a result, language barriers limit participation.
- Using inclusive language can help in building relationships, trust, and lasting impressions for many members of the community.
- Technology has made it easier to reach more community members. Online options allow to reach more community members, including those that cannot easily attend in person.
- Community members expect options. Providing multiple avenues for participation such as in person, remote, and online - creates a more accessible environment.
- The RZC ReWrite is ongoing.

Policy Considerations

#	Policy Consideration	Themes Supported
PIE-A	Update policies to provide a foundation for equitable, transparent, and accountable planning processes. <ul style="list-style-type: none"> • Revise policy language for inclusivity • Remove outdated terms such as “citizen” 	Equity and Inclusion Resiliency
PIE-B	Seek-out and prioritize representation of historically excluded groups in the planning process and ensure that the community input represents Redmond’s diversity.	Equity and Inclusion
PIE-C	Support effective and equitable participation: <ul style="list-style-type: none"> • Ensure culturally and linguistically appropriate materials are available • Offer a variety of opportunities for community engagement (different places, technologies, times of day) 	Equity and Inclusion
PIE - D	Establish new and strengthen existing partnerships with community-based organizations. <ul style="list-style-type: none"> • Maximize inputs and resources. • Collaborate for community engagement. 	Equity and Inclusion
PIE - E	Assess policy and program impacts to identify outcomes and course correct as needed. <ul style="list-style-type: none"> • Related to impact review tool in FW-7 (countywide policies). 	Equity and Inclusion Resiliency
PIE-F	Update Comprehensive Plan evaluation tools to reflect Redmond 2050 themes.	Equity and Inclusion Sustainability Resiliency



Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. AM No. 22-150
Type: Staff Report

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

Executive	Lisa Maher	425-556-2427
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:
2021 Environmental Sustainability Action Plan Annual Report

OVERVIEW STATEMENT:

This item includes an overview of the top Environmental Sustainability Action Plan (ESAP) implementation highlights of 2021. Redmond committed to pause each year and review ESAP implementation progress to follow a process of continuous improvement. Staff will present the key findings from the annual report and priority next steps.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:

A summary of highlights can be found in the 2021 ESAP Annual Report - accessed on the City's website at www.redmond.gov/1837 <<http://www.redmond.gov/1837>>. The city is piloting a web based annual report format to facilitate streamlined translation support and accessibility for different visual abilities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

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

Budget Priority:
Healthy and Sustainable

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

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

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
2/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
3/22/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
4/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
5/24/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
6/28/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
7/26/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
8/23/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information
9/27/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/25/2022	Committee of the Whole - Parks and Environmental Sustainability	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

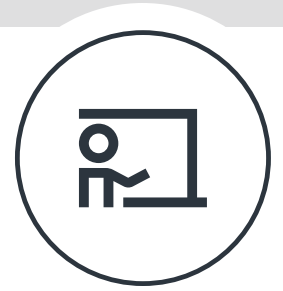
Attachment A: Presentation

2021 Environmental Sustainability Action Plan Annual Report

October 4, 2022

Jenny Lybeck, jlybeck@redmond.gov

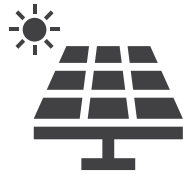




Purpose

- Highlight 2021 progress towards sustainability goals
 - Pilot a web-based, accessible [annual report](#)
- Review 2022-2023 priorities

Washington's Climate Policy Framework



2019
Clean Electricity
by 2045



2019
Building
Performance
Standard



2021
Zero Emissions
Vehicles & Clean
Fuel Standards



2021
Climate
Commitment
Act

Climate Emergency Declaration

2021 Achievements

- Climate Vulnerability Assessment
- 78% of the City operations electricity consumption sourced from renewable electricity
- 22% reduction in City fleet fuel consumption
- Expanded City Operations Integrated Pest Management Program





2021 ESAP Highlights








- Environmental Sustainability Advisory Committee formed
- 352 rooftop solar systems
- 120 residents joined Climate Action Challenge
- 28% reduction in community energy use since 2011
- 37% reduction in vehicle miles traveled* Impacted by COVID
- Secured \$2.1M for Redmond Central Connector trail
- Completed design for 29 ADA ramps
- Reduced speed limit on Redmond-Woodinville Rd



2021 ESAP Highlights

- 26 Sustainable Living Classes with more than 700 attendees
- Completed 24 technical assistance recycling visits to multifamily and commercial properties
- Ridwell pilot, collecting 1,130+ bags of Styrofoam
- Planted nearly 1,600 trees
- 75 acres planted at Keller Farm
- Launched Adopt a Drain Program with more than 90 community members participating

What's Next: 2022-2023 Priorities

- Energy Smart Eastside heat pump campaign expansion 
- Develop energy conservation programming for commercial buildings 
- City operations energy efficiency upgrades 
- Sustainable purchasing 
- Construction and demolition recycling
- Fleet roadmap 
- Vision Zero 
- Evens Creek restoration
- Tree planting
- Temporary Construction Dewatering
- Climate impacts on stormwater evaluation 

Thank You

Any Questions?

Jenny Lybeck, jlybeck@redmond.gov





City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 10/4/2022
Meeting of: City Council

File No. SPC 22-112
Type: Executive Session

Labor Negotiations [RCW 42.30.140(4)(b)] - 15 minutes