City of Redmond

Redmond
WASHINGTON

Agenda

Business Meeting

Tuesday, September 16, 2025

7:00 PM

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

City Council

Mayor
Angela Birney

Councilmembers
Vanessa Kritzer, President
Jessica Forsythe, Vice President
Jeralee Anderson
Steve Fields
Angie Nuevacamina
Osman Salahuddin
Melissa Stuart

REDMOND CITY COUNCIL
AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:
https://redmond.legistar.com/

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:
Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

A. PROCLAMATION: National Hispanic Heritage Month

Proclamation

II. ITEMS FROM THE AUDIENCE

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: September 2, 2025, Regular Meeting and September 9, 2025, Special Meeting (recordings are available at Redmond.gov/rctv)

Regular Meeting Minutes for September 2, 2025
Special Meeting Minutes for September 9, 2025

2. Approval of Payroll/Direct Deposit and Claims Checks

Council Payroll Check Approval Register, August 29, 2025
Check Approval Register, September 16, 2025

3. **AM No. 25-126** Acceptance of a Port of Seattle Economic Development Grant in the Amount of $120,000 for 2025 and 2026 Programming

Department: Planning and Community Development

Attachment A: Port of Seattle Economic Development Grant Contract

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

4. **AM No. 25-127** Approval to Accept Simple Possession Advocacy Representation (SPAR) Grant

Department: Planning and Community Development

Attachment A: SPAR Funding Agreement

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

5. **AM No. 25-128** Acceptance of the King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant

Department: Planning and Community Development

Attachment A: City of Redmond Letter of Agreement

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

6. **AM No. 25-129** Approval of an On-Call Agreement with River Oaks Communication, in an Amount Not to Exceed $150,000, for Consultant Services

Department: Public Works

Attachment A: Consultant Agreement

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

7. **AM No. 25-130** Award of Construction Contract to Fury Site Works Inc., of North Bend, WA, in the Amount of $820,885, for the Sidewalk Repairs Avondale Way Project

Department: Public Works

Attachment A: Project Information Sheet
Attachment B: Additional Project Information

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

8. **AM No. 25-131** Approval of an Interlocal Agreement for Washington Conservation Corps (WCC) 2025-26 with the Washington State Department of Ecology

Department: Public Works

Attachment A: 2025-26 Restoration and Maintenance Map
Attachment B: 2025-26 Agreement

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

9. **AM No. 25-132** Award of Progressive Design-Build (PDB) Contract to Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) – Campus Redevelopment Project

Department: Public Works/Parks and Recreation

Attachment A: Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Project Timeline
Attachment D: Progressive Design-Build Contract

Legislative History

9/2/25 Committee of the Whole - Planning and Public Works referred to the City Council

10. **AM No. 25-133** Award of Parks Signage & Wayfinding Standards and Strategy Plan Contract, to Toole Design Group, LLC, in the Amount of $99,997

Department: Parks and Recreation

Attachment A: Bid Submittal
Attachment B: Updated Project Schedule
Attachment C: Consulting Services Agreement

Legislative History

9/2/25	Committee of the Whole - Planning and Public Works	referred to the City Council

11. **AM No. 25-134** Confirmation of Appointment of the Poet Laureate

Department: Parks and Recreation

Attachment A: Ordinance 2444 - Establishing Poet Laureate
Attachment B: Poet Laureate Application-Nancy Mburu

Legislative History

9/9/25	City Council	referred to the City Council

12. **AM No. 25-135** Approval of the Washington State Opioid Settlement with Purdue Pharma and Generic Manufacturers

Department: Executive

Attachment A: Allocation Agreement
Attachment B: Participation Agreement
Attachment C: Opioid Expenditures to Date

Legislative History

9/9/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

13. **AM No. 25-136** Approval of the Gartner, Inc Subscription in the Amount of $50,749

Department: Technology and Information Services

Attachment A: City of Redmond Gartner Agreement

Legislative History

9/9/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

14. **AM No. 25-137** Adoption of a Resolution for RedMed Plan Changes for 2026

a. Resolution No. 1610: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Revised Summary Plan Description for the City of Redmond Self-Insured Medical Plan

Department: Human Resources

Attachment A: Resolution
Attachment A, Exhibit 1: 2026 Plan Change Summary

Legislative History

9/9/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

15. **AM No. 25-138** Adoption of an Ordinance Amending Redmond Municipal Code (RMC) Subsection 5.04.080.F Increasing the Business License Model Minimum Threshold for Out-of-City Businesses, and Implementing Adjustments to the Threshold Every Four Years

Ordinance No. 3227: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) Subsection 5.04.080.F to Implement a One-Time Increase to the Business License Model Minimum Threshold for Out-of-City Businesses, with Adjustments to the Threshold Every Four Years Based on Cumulative Inflation, as Required by RCW 35.90, Municipal Business Licensing; Providing For Severability, and Establishing an Effective Date

Department: Finance

Attachment A: Ordinance
Attachment B: FAC November 12, 2024 Memo to Council and PowerPoint
Attachment C: AWC Fact Sheet-2026 Business License Model Minimum Threshold
Attachment D: AWC Notice to Update Business License Model Threshold, Threshold History & Timeline

Legislative History

9/9/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

16. **AM No. 25-139** Adoption of an Ordinance Ratifying and Affirming Termination of Community Facilities District (CFD) 2014-01 and Amending the Redmond Municipal Code (RMC) to Repeal Chapter 3.95, Community Facility District No. 2014-1

Ordinance No. 3228: An Ordinance of the City Council of the City of Redmond, Washington, Approving a Petition by Microsoft Corporation to Dissolve Redmond Community Facilities District No. 2014-01; Making Findings in Support of the Dissolution; Providing for the Remaining Balance to be Repaid to Microsoft Corporation; Repealing Chapter 3.95 of the Redmond Municipal Code; Providing for Severability; and Establishing an Effective Date

Department: Finance

Attachment A: CFD 2014-01 Termination Ordinance
Attachment B: Microsoft Petition for CFD 2014-01 Dissolution
Attachment C: CFD 2014-01 Dissolution Resolution
Attachment D: CFD 2014-01 Close Out Timeline

Legislative History

8/4/25	Committee of the Whole - Planning and Public Works	referred to the City Council

17. **AM No. 25-140** Approval of the King County District Court ILA Amendment

Department: Executive

Attachment A: Amendment to the ILA
Exhibit A: Contract Reconciliation 2025

Legislative History

9/9/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

a. **AM No. 25-141** Urban Centers Parking Management Existing Conditions Report

Department: Planning and Community Development

Attachment A: Redmond Urban Centers Parking Study
Attachment B: Presentation

Legislative History

8/4/25	Committee of the Whole - Planning and Public Works	referred to the City Council

b. **AM No. 25-142** Second Quarter 2025 Financial Report

Department: Finance

Attachment A: Presentation

2. Ombudsperson Report

August: Councilmember Salahuddin
September: Councilmember Anderson

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

A. **AM No. 25-143** Allocate $250,000 of Community Stability Funding to Support Immigrants, Refugees, and Asylum Seekers

Attachment A: Councilmember Statement for Community Stability Fund Allocation
Attachment B: 2025-2026 Human Services Funding Recommendations

VII. EXECUTIVE SESSION

A. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 20 minutes

VIII. ADJOURNMENT

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

Memorandum

Date: 9/16/2025
Meeting of: City Council Day

File No. SPC 25-067
Type: Special Orders of the

PROCLAMATION: National Hispanic Heritage Month

Redmond
WASHINGTON

Connected Community
Enhanced Livability
Environmental Sustainability

PROCLAMATION

WHEREAS, National Hispanic Heritage Month is observed annually from September 15 through October 15 to recognize, honor, and celebrate the culture, history, and countless contributions of Americans whose ancestry originates from Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, the roots of this observance date back to 1968, when it began as Hispanic Heritage Week under President Lyndon B. Johnson, and was later expanded to a month-long celebration in 1988 under President Ronald Reagan, recognizing the independence anniversaries of several Latin American countries, as well as the vibrant heritage and influence of Hispanic Americans across the United States; and

WHEREAS, the 2025 national theme is, "Collective Heritage: Honoring the Past, Inspiring the Future." This theme emphasizes celebrating the rich cultural traditions of Hispanic Heritage while looking forward to the future and the contributions of future generations; and

WHEREAS, the Hispanic and Latino community represents a powerful force of leadership, resilience, creativity, and service—enriching our neighborhoods, fueling our local economy, educating our youth, protecting our health and safety, and contributing to every aspect of community life; and

WHEREAS, we recognize and celebrate the deep historical legacies and contemporary achievements of Hispanic Americans—from artists and entrepreneurs to educators, innovators, and public servants—who have helped build and continue to elevate the promise of opportunity and justice for all; and

WHEREAS, as a city that values diversity, equity, and inclusion, we remain committed to fostering a community where the voices of all residents are heard, where heritage is respected, and where the full participation and leadership of Hispanic and Latino individuals are supported and encouraged across every sector; and

NOW, THEREFORE, I, ANGELA BIRNEY, Mayor of the City of Redmond, Washington, do hereby proclaim September 15 through October 15, 2025, as

NATIONAL HISPANIC HERITAGE MONTH

Angela Birney, Mayor
September 2025



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

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. SPC 25-073
Type: Minutes

Approval of the Minutes: September 2, 2025, Regular Meeting and September 9, 2025, Special Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

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

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

Absent: None

SPECIAL ORDERS OF THE DAY: NONE

ITEMS FROM THE AUDIENCE

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

- Max Ruhlman – email regarding teen center stakeholder group composition and not being allowed to participate;
- Wolfe Adriatico - teen center stakeholder group and Council subcommittee process;
- Chester Anderson – accountability and honesty;
- Erin Hamilton – police presence at Pride Across the Bridge;
- Faith Otter – effects of the Old Firehouse Teen Center closing; and
- David Morton – Southeast Redmond gravel pit, development and incompatibility in the Critical Aquifer Recharge Area.

CONSENT AGENDA

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

VOTE: The motion to approve the Consent Agenda passed without objection (7-0).

1. Approval of the Minutes: August 4, 2025, Special Meetings

2. Approval of Payroll/Direct Deposit and Claims Checks

#188758 through #188768

2025 - 83

DRAFT

#189751 through #190574
#1871 through #1875

$4,772,251.28

#188769 through #188780
#190575 through #191372
#1879 through #1880

$4,649,338.64

#13183 through #13714

$7,441,866.38

3. AM No. 25-121: Approval of On Call Survey and Mapping Services Agreement, with David Evans and Associates, in an Amount Not to Exceed $150,000

4. AM No. 25-122: Approval of the Eastrail Partners Memorandum of Agreement

5. AM No. 25-123: Approval of Bellwether Housing (Prisma) Purchase and Sale Agreement

6. AM No. 25-124: Acceptance of a WSDOT Regional Mobility Grant

7. AM No. 25-125: Adoption of an Ordinance Amending the Redmond Zoning Code for the 2025 Annual Code Cleanup

    a. Ordinance No. 3226: An Ordinance of the City of Redmond, Washington, Amending Title 21 of the Redmond Municipal Code, Known as the Redmond Zoning Code, to Complete the 2025 Annual Code Cleanup, Providing for Severability, and Establishing an Effective Date

Mayor Birney read the ordinance title into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Ombudsperson Reports:

Councilmember Salahuddin reported receiving resident contacts regarding: Old Firehouse engagement process;

DRAFT

noise code violations; parking policy; Idylwood Beach closure; pickleball at the Old Redmond Schoolhouse; closure of Redmond Fred Meyer; Interlake Sporting Association; Little Learners; invitation; support for crisis care center; and Plymouth Housing.

Councilmember Stuart reported regarding: Gun violence prevention program.

Councilmember Kritzer reported receiving resident contacts regarding: Fred Meyer closure; federal legislation for forests; subcommittee; and meeting with non-profit organizations.

Councilmember Nuevacamina reported regarding: National Night Out; budgeting workshop; Ananda Mela; mission update for Artemis II; Rockin' on the River; Hard Hat Happy Hour; and Redmond Pride.

Councilmember Fields reported receiving resident contacts regarding: Interlake Sporting Association; Federal Government; and teen center stakeholder group.

Committee Reports:

Councilmember Stuart provided a committee report:

- Association of Washington Cities.

Councilmember Kritzer provided committee reports:

- Eastside Transportation Partnership; and
- WRIA 8 Management Committee.

Councilmember Fields provided a committee report:

- Lodging Tax Advisory Committee.

Councilmember Nuevacamina provided committee reports:

- Disability Board; and
- Cascade Water Alliance.

Mayor Birney spoke regarding the Great American Housing Comeback from the National League of Cities in Washington, D.C.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

DRAFT

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 7:42 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: September 16, 2025

DRAFT

CALL TO ORDER

A Special Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 6:30 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

Absent: Councilmember Forsythe

POET LAUREATE CANDIDATE INTERVIEW

The purpose of the special meeting was to interview the poet laureate candidate.

Hannah Coleman, Cultural Arts Coordinator, spoke regarding the selection process and introduced the candidate: Nancy Mburu.

The candidate spoke regarding background and interest in poetry.

Discussion ensued regarding: connection to Redmond; engaging the community; healing and reflection in the community; and empowerment.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 6:42 p.m.

_____ _____

ANGELA BIRNEY, MAYOR CITY CLERK

Minutes Approved: September 16, 2025

DRAFT

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. SPC 25-074
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

Docusign Envelope ID: 12B5B27D-0790-4961-9878-EC5AC7614BCE

City of Redmond

Payroll Check Approval Register

Pay period: 8/1 - 8-31/2025

Check Date: 8/29/2025

Check Total:	$	2,179.32
Direct Deposit Total:	$	11,122.94
Wires & Electronic Funds Transfers:	$	4,624.24
Grand Total:	$	17,926.50

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 **188781** through **188781** ,
Direct deposits numbered **191376** through **191382** , and
Electronic Fund transfers **1881** through **1881**
are approved for payment in the amount of **$17,926.50**
on this **29th day of August 2025.**

Note:

City of Redmond

Payroll Final Check List

Pay period: 8/1 - 8-31/2025

Check Date: 8/29/2025

Total Checks and Direct deposit:	$	14,418.30
Wire Wilmington Trust RICS (MEBT):	$	3,508.20
Grand Total:	$	17,926.50

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.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Docusign Envelope ID: 10C302CC-07B8-4296-92DF-5D3731483958

I, Finance Director, do hereby certify to the City Council, that the checks for the month of August and September are true and correct to the best of my knowledge.

Signed by:
KELLEY COCHRAN
706AE71EFDB1430...

Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 13715 through 13950, and ACH Transfers are approved for payment in the amount of $3,876,029.69. This 16th day of September 2025

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-126
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Domonique Meeks	Small Business Assistance Program Manager

TITLE:
Acceptance of a Port of Seattle Economic Development Grant in the Amount of $120,000 for 2025 and 2026 Programming

OVERVIEW STATEMENT:
The City is eligible to receive $120,000 in Economic Development grant funding through the Port of Seattle for 2025 and 2026. Funds will support district development, World Cup activations, and Startup425 programming. Since 2016, the City of Redmond has received $60,000 annually from the Port of Seattle to assist with economic development programs.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan -Economic Vitality:

  EV-9

  Participate and coordinate with other government agencies, businesses, and non-profits in efforts to further the City's economic vitality.

  EV-18

  Foster the creation of business districts that help small businesses thrive and that are centers of local commerce,

community, and culture.

EV-19

Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live.

EV-22

Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit.

Economic Development Strategic Plan:

Strategy 2C. Foster entrepreneurship across industries and work with partners to ensure support for a diverse community of entrepreneurs.

- Action 2C.1. Invest in entrepreneurship programing to foster new business starts in Redmond.
- Action 2C.4. Work with partners to create a one-stop resource for entrepreneurs to learn about business assistance resources and programs including advising on access to financial support.

Strategy 6A. Foster the creation of district organizations that can convene, brand, program and promote Redmond's unique business districts.

- Action 6A.1. Research models for successful business districts, including business improvement districts and provide recommendations on how to facilitate their successful creation and operation.
- Action 6A.2. Consider facilitation of business improvement districts to increase effectiveness and funding for district branding and improvements.

Strategy 6C. Leverage light rail and continue to prioritize planning and resources for key investments in growth centers to reinforce unique identities as vibrant cultural and commercial centers.

- Action 6C.5 Leverage large regional events, such as the World Cup to attract visitors to Redmond for economic impact

- **Required:**
  Acceptance of a grant requires Council approval.
- **Council Request:**
  N/A
- **Other Key Facts:**
  The partnership between the City of Redmond and the Port of Seattle began in 2016 with the inception of the Port's Economic Development Partnership Program. Since that time, with the Port's support, the City and our local partners have been able to enhance economic development and small business assistance programs.

OUTCOMES:
Outcomes of this grant are to advance the work outlined in the draft economic development strategic plan, including supporting small businesses and entrepreneurs through the Startup425 Program, World Cup activations, and Business Improvement Area (BIA) exploration to increase the success of small businesses in Redmond. Specific activities are included in the Scope of Work identified in Attachment A.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Economic Development Strategic Plan 2024 engagement
- **Outreach Methods and Results:**
  Survey and focus groups
- **Feedback Summary:**
  The City of Redmond's Port of Seattle Economic Development Partnership Grant supports three strategic initiatives that align directly with Redmond's Economic Development Strategic Plan that was developed with robust stakeholder involvement. Together, these projects reinforce Redmond's long-term economic vision by supporting entrepreneurship, strengthening business districts, and positioning Redmond as a regional destination.

BUDGET IMPACT:

Total Cost:
The 2025 grant is for $120,000 and will be matched by the City through activities already funded and adopted within the biennial budget. No additional or new costs to the City will be incurred.

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

Budget Offer Number:
0000304 - Community and Economic Development

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Activities associated with this grant may not commence until the Agreement has been approved by City Council and, all activities must be completed by December 15, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
If the acceptance of this grant is not approved, services aimed at meeting service gaps identified by the Redmond business community would not be provided.

ATTACHMENTS:
Attachment A: Port of Seattle Economic Development Grant Contract

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF REDMOND

P-00322487

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE the parties agree as follows:

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

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

3. Responsibilities of the Agency.

3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.

3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; provided, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.

3.3 The Agency shall complete the Project no later than December 31, 2026.

3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Notices.

Notices to the Port shall be sent to:
Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:
City of Redmond
15670 NE. 85th St.
Redmond, WA 98052

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

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

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

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

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

PORT OF SEATTLE

By:

_____

Signature

_____

Dated

CITY OF REDMOND

By:

_____

Signature

_____

Dated

Background:

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

Project Description:

Project One: District Organizing and BIA Exploration
Category: Plans/Special Projects

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

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

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

Timelines

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

Project Metrics:

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

Project Two: Startup 425
Category: Small Business Technical Assistance

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

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

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

Timeline

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

Project Metrics:

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

Project Three: World Cup Activations

Category: Buy Local/Placemaking

In anticipation of the 2026 FIFA World Cup, Redmond will implement a series of culturally rich, soccer-themed activations to promote local businesses, enhance community pride, and drive 9 economic impact across the city. This effort will celebrate Redmond's diverse communities and position local businesses—especially immigrant- and minority-owned businesses.

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

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

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

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

This campaign aims to:
• Celebrate the cultural richness of Redmond's small businesses
• Encourage foot traffic and new customer engagement
• Offer prizes or incentives for customers who complete passport visits

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

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

Channels: Instagram, Facebook, City of Redmond website, video reels
Goal: Build pre-tournament excitement and increase online engagemen

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

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

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

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

Budget

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

Collaboration with partners

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

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

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

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

Business Improvement District (BID) Feasibility Study

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

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

Uncommon Bridges (community engagement and organizing)

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

World Cup Activation

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

Event logistics firms for public viewing events

Marketing/creative agencies to develop collateral and promotions

Local cultural programming partners

Startup425 Participation

Startupn425 uses Founder Institute curriculum.

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

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

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

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

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

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

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

Startup425
Programming is designed to reduce barriers for non-traditional and first-time business owners.

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

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

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-127
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager

TITLE:
Approval to Accept Simple Possession Advocacy Representation (SPAR) Grant

OVERVIEW STATEMENT:
The state provides grant funding to reimburse cities for public defense costs incurred in the representation of adults charged with misdemeanor drug possession or public use offense. The City recently applied for and was awarded a $6,000 SPAR grant to cover eligible costs.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  RCW 2.70.200
- **Required:**
  Grant acceptance requires Council approval.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
The City is required to pay for public defense services. Leveraging additional funding sources such as SPAR offsets the total costs incurred by the City.

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:
$6000

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

Budget Offer Number:
0000276 Criminal Justice

Budget Priority:
Safe and Resilient

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

Funding source(s):
General Fund

Budget/Funding Constraints:
Grant period is July 1, 2025, through June 30, 2026. A qualifying offense is a misdemeanor offense under RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge of a misdemeanor offense under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Timely approval will allow the City to proceed with contracting and invoicing.

ANTICIPATED RESULT IF NOT APPROVED:
Loss of grant funding.

ATTACHMENTS:
Attachment A: SPAR Agreement

Agreement No. GRT26027

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Redmond PO Box 97010 Redmond, WA 98053	**2. Recipient Representative** Angela Birney Mayor City of Redmond PO Box 97010 Redmond, WA 98053
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $6,000.00	6. **Agreement Period** July 1, 2025 through June 30, 2026
7. **Purpose** The purpose of this Agreement is to provide partial reimbursement to City of Redmond (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT _____ Angela Birney, Mayor _____ Date	**FOR OPD** _____ Grace O'Connor, Supervising Attorney _____ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

   b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.

   c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.

   b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. **MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $6,000.00 for the period of this Agreement.

   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.

   b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment

method associated with Recipient's Statewide Vendor Number SWV0003729-10.

d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.

g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
    1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
    2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
    3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
    4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.

i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.

j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.

5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

a) Compensation for attorney Representation on Qualifying Cases;
b) Compensation for attorney Consultation on Qualifying Cases;
c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
d) Investigation costs associated with Qualifying Cases;
e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
f) Interpreter costs (out-of-court) on Qualifying Cases;
g) Pre-approved training events for attorneys and defender professional staff;
h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.

b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.

c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.

d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f) "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

g) "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h) "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.

i) "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

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

a) Applicable federal and state of Washington statutes, regulations, and court rules
b) Exhibit A, Special Terms and Conditions
c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient 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.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement 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.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.

17. **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 Agreement unless stated to be such in writing.

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-128
Type: Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Planning and Community Development	Tisza Rutherford	Homeless Outreach Administrator
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:
Acceptance of the King County Veterans, Seniors, and Human Services Levy (VSHSL) Grant

OVERVIEW STATEMENT:
The City of Redmond Human Services Division is requesting Council approval to accept King County Veterans, Seniors, and Human Services Levy (VSHSL) grant for one-time funding totaling $6,000 to support the City's comprehensive case management services for people experiencing homelessness or housing insecurity. This one-time funding was awarded by Metropolitan King County Councilmember Perry, District 3.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Homeless and Housing Stability Program
- **Required:**
  Council approval is required to accept grant funding.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Acceptance of this funding will expand program flex funds to provide needed services for individuals experiencing homelessness or housing instability, which local non-profit organizations may not cover. These services include car repair, ID/ driver's license replacement, vehicle registration, gas cards, storage fees, and move-in assistance.

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:
$6,000.00 received in grant funds. Staff working on this project are funded through the adopted budget.

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

Budget Offer Number:
0000307 - Housing & Human Services

Budget Priority:
Vibrant and Connected

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

Funding source(s):
Grant

Budget/Funding Constraints:
Eligible expenses incurred from January 1 through December 31, 2025.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/02/25	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
Loss of grant funding opportunity.

ATTACHMENTS:
Attachment A: City of Redmond Letter of Award

King County

Adult Services Division
Department of Community and Human Services

401 Fifth Avenue, Suite 500
Seattle, WA 98104

206-263-9105 Fax 206-205-6565
TTY Relay: 711

July 23, 2025

Mayor Angela Birney
City of Redmond – Human Services Division
15670 NE 85th St
Redmond, WA 98052
abirney@redmond.gov

RE: 2025 One-Time VSHSL SE 8 Funding (Reference Number 2025-12108)

Dear Mayor Angela Birney:

On behalf of the City of Redmond – Human Services Division, you have agreed to accept King County Veterans, Seniors, and Human Services Levy (VSHSL) SE 8: Support Local Solutions one-time funding totaling **$6,000** to support the City's comprehensive case management services for people experiencing homelessness or housing insecurity. This one-time funding was awarded by Metropolitan King County Councilmember Perry, District 3.

This letter is to serve as the agreement between the City of Redmond – Human Services Division(Contractor) and the Adult Services Division (ASD) in the King County Department of Community and Human Services (DCHS) and is effective January 1, 2025, through December 31, 2025, unless otherwise terminated by DCHS.

A narrative report will be due no later than January 15, 2026 in which you provide a description of how these funds were used to benefit the residents of King County. Please note that future considerations of additional funding in years to come will be based in part on the receipt of the narrative report within the timeframe specified above.

The narrative report can be found and submitted here: SE 8 Support Local Solutions End of Grant Report Survey (surveymonkey.com). Please contact your program manager, Miran Kim, at mirkim@kingcounty.gov if you have any questions.

The Contractor shall include an attribution to King County VSHSL with the use of the VSHSL logo and/or a statement such as "This program receives funding from King County VSHSL" in all program marketing materials, digital or hardcopy, developed during the Period of Performance.

If the Contractor anticipates being unable to spend funds by December 31, 2025, the Contractor shall notify DCHS fourteen (14) days prior to the deadline and shall return all unspent grant proceeds to DCHS. If any funds provided to the Contractor were used in a manner that is not consistent or allowable as outlined in this Contract, the Contractor shall return funds to the DCHS in the amount determined to be ineligible within ten (10) calendar days after provided notice.

This award is conditioned upon your compliance with applicable County laws and the terms and conditions stated below. The award is further conditioned on availability of funding and is subject to change.

Payment and Deliverable Schedule:

Due Date	Payment/ Fund Source		Deliverable
Upon agreement execution	$3,000	VSHSL Fund- Regional Impact Initiatives	On-time completion / submission of: 1. Signed agreement
Within 10 days of project conclusion and no later than January 15, 2026	$3,000	VSHSL Fund- Regional Impact Initiatives	On-time completion / submission of: 1. Narrative report

To acknowledge your acceptance and to receive the first award payment, **please sign and date below** and submit the following information to Miran Kim, Program Manager, at mirkim@kingcounty.gov:

1. The mailing address to which checks should be sent, if different from the remit address on your KC W-9.

Sincerely,

Michael Bailey
Director | Adult Services Division
King County Department of Community & Human Services

cc: Libby Hollingshead, Chief of Staff, County Councilmember Perry, District 3
Susan McCallister, Deputy Director, Adult Services Division (ASD), DCHS

The parties acknowledge this Agreement is the complete expression of the terms.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions listed above.

City of Redmond – Human Services Division

Mayor Angela Birney Date
City of Redmond – Human Services Division

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-129
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Patty S. Criddle	Transportation Eng. Supervisor
Public Works	Paul Cho	Traffic Operations Manager
Public Works	Vangie Garcia	Public Works Deputy Director

TITLE:
Approval of an On-Call Agreement with River Oaks Communication, in an Amount Not to Exceed $150,000, for Consultant Services

OVERVIEW STATEMENT:
Public Works is requesting approval for an on-call agreement with River Oaks Communications in an amount not to exceed $150,000 for assistance with telecommunications and franchise right of way agreements, evaluating technical and financial implications of possible City-owned telecommunications infrastructure, and providing other related professional telecommunications support services.

The agreement will be in effect through December 31, 2026, with one option to extend up to one year and an additional $150,000 based on the City's needs and the firm's performance.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  RMC 12.14 - Telecommunications
- **Required:**
  Council approval is required to award a professional services agreement exceeding $50,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council business meeting.

OUTCOMES:

The City benefits from having an on-call agreement for professional assistance for franchise and/or telecommunication support services because the city does not have subject matter experts in this field. It is important to have a trusted and knowledgeable resource, especially for sensitive situations that need timely decision-making.

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 request is a contracting mechanism for work items with previously approved budgets, as needed.

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

Budget Offer Number:
N/A

Budget Priority:
Vibrant and Connected

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

Funding source(s):
There are no budget numbers encumbered by this on-call contract - only work items with approved budgets will charge to the contract.

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
This on-call agreement will be used for critical work items during the last quarter of 2025.

ANTICIPATED RESULT IF NOT APPROVED:
Without an on-call consultant contract, City staff would need to go through separate contracting processes for each small task order or consulting services needed. This would adversely impact the City's ability to advance work in a timely manner.

ATTACHMENTS:
Attachment A: Consultant Agreement

Consulting Services Agreement
[Non-Public Work]

PROJECT TITLE River Oaks On-Call	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)*** Exhibit A - Scope of Work Exhibit B - Schedule Exhibit C - Fee Schedule
CONTRACTOR River Oaks Communications Corporation 710 Count Pourtales Drive Colorado Springs, CO 80906	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** City of Redmond Aaron Bert, PW Director PO Box 97010 Redmond WA 98073 (425) 553-5814 abert@redmond.gov
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** Thomas Duchen 710 Count Pourtales Drive Colorado Springs, CO 80906 (719) 339-4604 tduchen@rivoaks.com	***BUDGET OR FUNDING SOURCE*** On-Call
CONTRACT COMPLETION DATE December 31, 2026	***MAXIMUM AMOUNT PAYABLE*** Year 1 (9/2025 - 12/31/2026) - $150,000 Year 2 (if extended) (1/1/2027-12/31/2027) - $150,000

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars ($2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars ($2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

By:_____
Title:_____

CITY OF REDMOND:

_____
Angela Birney, Mayor
DATED:_____

ATTEST/AUTHENTICATED:

_____
City Clerk, City of Redmond

APPROVED AS TO FORM:

_____
Office of the City Attorney

Exhibit A – Scope of Work

A. Description

The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so.

Under this Agreement, the purpose of this Agreement is to provide comprehensive professional telecommunications services in support of the City and its programs.

General Scope of Services

The CONSULTANT/CONTRACTOR will provide all labor, materials, equipment, and supplies to perform professional services on a task order basis for various task assignment projects. These tasks may include, but are not limited to, the following:

1. Technical and Financial Implications and RFQ Development for City-Owned Telecommunications Infrastructure

- Assess the technical and financial implications of relocating telecommunications equipment from existing City-owned water tank structures to standalone, City-constructed monopole or lattice cell towers.
- Evaluate existing telecommunications leases to identify legal, operational, or financial constraints affecting the City's ability to modify, amend, or terminate agreements in support of relocation efforts.
- The City shall identify and CONSULTANT/CONTRACTOR shall assess potential sites for new telecommunications towers within Public Works-managed properties with the assistance of technical and engineering firms and financial analysis firms, particularly near current water tank locations.
- Develop a Request for Qualifications (RFQ) or Request for Proposal (RFP) for design/build or design/build/operate services for new City-owned telecommunications tower sites.
- Provide other professional services related to this initiative as requested by the CITY.

2. Telecommunications and Franchise Right-of-Way Agreement Support

- Review and update expired or outdated Franchise right-of-way or Telecommunications Master Permit Agreements (MPAs) to align with current municipal code, legal standards, and industry best practices.
- Conduct research and provide recommendations regarding telecommunications providers asserting statewide franchise authority in lieu of entering into MPAs with the City.
- Provide support for drafting, negotiating, and administering franchise agreements with telecommunications or other providers operating within the City.
- Provide other professional services related to telecommunications and franchise right-of-way agreements, right-of-way use, and address regulatory issues as needed by the CITY.

3. Related Professional Telecommunications Support Services

- Attend meetings virtually or in person with City staff, telecommunications and utility and other providers, or other stakeholders as requested.

}

- Provide technical assistance, policy review, strategic guidance, and other professional services related to telecommunications leases, telecommunications infrastructure development, right-of-way permitting, or franchise agreements, as further defined in individual task orders issued by the CITY.

}

Exhibit B - Schedule

CONSULTANT/CONTRACTOR Schedule, Resources and Time
Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget, and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. CONSULTANT/ CONTRACTOR task orders will be coordinated with on-going work being performed by the CITY.

Task Order Process

a. For each individual task order, the project manager will issue a written or verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope, and preliminary schedule.
b. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants. CONSULTANT/CONTRACTOR anticipates that it may work with some or all of the following City approved subconsultants in connection with this work: KNS Engineering, Fortitude Ventures, LLC, CBG Communications, Inc. and Strategic Tower Advisors. The hourly rate of the subconsultants will range approximately from $175/hour to $450/hour plus expenses depending upon the personnel involved. The hourly rates of subconsultants, if needed, shall be submitted to the City for review and approval prior to any work being performed by that subconsultant. Any other subconsultants that are not listed above must be pre-approved by the City.
c. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule, consultant fee, and other project management details.
d. The project manager will provide a final approval of the task order with a signed task order sheet.
e. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.

}

Exhibit C - Fee

Task Order Administration

Period of Performance and Contract Value

This CONSULTANT/CONTRACTOR Agreement shall remain in effect until **December 31, 2026**.
Any work authorized by task order before December 31, 2026, shall continue until the completion date designated in the task order.

At the City of Redmond's option, the contract may be extended for an additional one-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed one hundred fifty thousand dollars ($150,000); however, there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. At the City's discretion the value of the contract could potentially be increased through supplemental agreements in an amount not to exceed one hundred fifty thousand ($150,000). The work will be conducted through task orders for specific pieces of work.

CONSULTANT/CONTRACTOR shall invoice the City at the rate of $350 per hour plus expenses for the time period from September 2025-December 31, 2026, and at the rate of $375 per hour plus expenses from January 1, 2027-December 31, 2027.

This Scope includes technical and engineering and financial analysis work which will be subcontracted by CONSULTANT/CONTRACTOR to technical, engineering and other firms. The City and CONSULTANT/CONTRACTOR recognize that there potentially could be several sites and property locations where the City may be interested in having existing providers move their facilities from current water tank locations to new or existing towers. Additionally, the City may be interested in having towers constructed in other locations. At this time, it is also not known how many tower companies and telecom providers will respond to each of the RFQs or RFPs. Each response will need to be reviewed by CONSULTANT/CONTRACTOR and a technical and engineering firm.

As indicated above, it is anticipated that each of these tasks/projects will require separate technical and engineering work and financial analysis. At this time, it is not quantifiable as to how many sites might be involved and the number of RFP or RFQ responses for each site and the technical and engineering work and financial analysis costs for each of those tasks/projects. With each task and project, CONSULTANT/CONTRACTOR will provide the cost estimate for CONSULTANT/CONTRACTOR, the technical and engineering and other firms which will include the projected financial cost estimates to design/build or design/build/operate a tower and to move existing facilities of providers (at the City's expense) from water tanks to new towers if providers are not willing to pay for those costs. Also, there could be other work to be performed with respect to other City sites for new towers. The City shall assist in the preparation of the RFP or RFQ by providing to CONSULTANT/CONTRACTOR previously issued RFPs or RFQs that contain requirements of the City. Upon approval of the Public Works Director, CONTRACTOR/CONSULTANT may interact with and seek input from the City Attorney.

Given the foregoing, the City and CONSULTANT/CONTRACTOR will work together if additional funding from the City beyond the initial $150,000 is necessary to cover the costs for

}

CONSULTANT/CONTRACTOR, technical and engineering and other firms. It is mutually agreed between the City and CONSULTANT/CONTRACTOR that if funding from the City is not available to compensate CONSULTANT/CONTRACTOR and the technical and engineering firms and financial analysis firms, then CONSULTANT/CONTRACTOR, the technical and engineering and other firms will not be obligated to continue their work until such funding is available. The City may elect, separate and apart from the budget in this contract, to budget and pay for all costs related to the design, construction and management of towers and the movement of provider facilities from water tanks to towers (if any or all of the providers are not willing to pay for such movement of provider facilities).

}

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-130
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Joe Averill	Project Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steve Gibbs	Capital Division Manager
Public Works	Vangie Garcia	Deputy Public Work Director

TITLE:
Award of Construction Contract to Fury Site Works Inc., of North Bend, WA, in the Amount of $820,885, for the Sidewalk Repairs Avondale Way Project

OVERVIEW STATEMENT:

Award Construction Contract
Public Works is requesting to award the construction contract of the Sidewalk Repairs Avondale Way (Project Number 2429) to Fury Site Works Inc. in the amount of is $820,885.

This project will repair sidewalks to enhance pedestrian safety and accessibility. Work will focus on the south side of Avondale Way, from 170th Ave NE to where the sidewalk intersects the Bear Creek Trail (approximately 1000 feet), and on the north side of Avondale Way, extending approximately 600 feet east from NE 79th St. to the concrete retaining wall.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Transportation Master Plan, ADA Transition Plan, PARCC Plan, Tree Canopy Plan, Climate Resiliency and Sustainability Vegetation Management Plan

- **Required:**
  Council approval is required to award a Public Works contract that exceeds $300,000 (2018 City Resolution 1503).
- **Council Request:**
  NA
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council business meeting.

OUTCOMES:
Approving the contract will provide for new ADA compliant sidewalks that will meet the public right-of-way accessibility guidelines and will also meet the city's mission to create vibrant, connected, healthy, and sustainable urban areas.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Webpage: Initial posting spring 2025
  Postcard: First mailing spring 2025
  Social Media: Posts and service alerts updates will be provided.
  On-site signage: Project information and tree protection signs, during construction.
- **Outreach Methods and Results:**
  NA
- **Feedback Summary:**
  NA

BUDGET IMPACT:

Total Cost:
$820,885

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

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund, Transportation CIP

Budget/Funding Constraints:
NA

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
Award of bid must occur within 45 days of the bid opening, or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:
Not approving the contract will result in delaying the construction and increasing the cost to complete the project.

ATTACHMENTS:
Attachment A: Sidewalk Repairs Avondale Way Project Information Sheet
Attachment B: Additional Project Information

CIP Project Information Sheet

Project Name: Sidewalk Repair Project - Avondale Way (170th Avenue to Union Hill Road)

Project Status: Existing - Revised
Functional Area(s): Transportation
Relevant Plan(s): Transportation Master Plan, ADA Transition Plan
Neighborhood: Downtown

Time Frame: 2023-2025
Budget Priority: Vibrant and Connected
Citywide Rank: 39
Functional Area Priority: High

Location: Avondale Way, from 170th Avenue NE to Union Hill Road

Description:
Repair sidewalk and replace street trees due to ongoing damage to sidewalk. Addition of new ramp/trail connection from Avondale Way to Bear Creek Trail.

Anticipated Outcomes: ***Primary:*** Rehabilitation ***Secondary:***
Safe pedestrian access to Downtown Redmond Light Rail Station that meets ADA requirements, eliminates tripping hazards, and reduces maintenance frequency.

Request: ***Primary Reason(s):*** Budget Process
Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	$1,291,910	$788,343							$2,080,253
Approved Changes									
Current Approved Budget	$1,291,910	$788,343							$2,080,253
Proposed New Budget	$829,081	$1,211,696							$2,040,777

Proposed changes due to ___ Scope Change ___ Schedule Change X Budget Change

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	$121,937								$121,937
Right of Way	$18,759								$18,759
Design (31-100%)	$254,647								$254,647
Construction	$433,738	$562,784							$996,522
Contingency		$648,912							$648,912
Total	$829,081	$1,211,696							$2,040,777

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund	$133,132	$35,035		$168,167
Transportation CIP	$695,949	$1,176,661		$1,872,610
Total	$829,081	$1,211,696		$2,040,777



Attachment B – Additional Project Information

Sidewalk Repairs Avondale Way

Project Discussion

This project aims to provide a safe, level pedestrian access route that is compliant with ADA guidelines. It includes replacing curb ramps, sidewalks, driveways, curbs and gutters, storm drainage structures, and street trees to address failed infrastructure, root eruptions, and ADA deficiencies. Specific enhancements include replacing the ramp connection from Avondale Way to Bear Creek Trail and integrating private driveways with the new pedestrian access route. Select replacement trees will be chosen to suit the site and support long-term infrastructure protection.

Every effort was made to avoid tree removal. The design team worked closely with an arborist and determined the minimum number of trees for removal, which will be replaced on site with selections better suited as street trees.

Project-Related Community/Stakeholder Outreach

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

Bid Results

The project was advertised in the *Daily Journal of Commerce* on August 7, 2025 and August 13, 2025. Bids were received and opened on August 25, 2025. The City received 10 bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Fury Site Works Inc.	**North Bend, WA**	**$820,884.79**
Kamins Construction Inc.	Bothell, WA	$904,756.70
Active Construction Inc.	Puyallup, WA	$948,768.00
Sunset Grill Construction LLC	Bellingham, WA	$958,114.95
OMA Construction Inc.	Maple Valley, WA	$1,010,110.00
Always Active Services	Snohomish, WA	$1,036,250.00
RRJ Company LLC	Monroe, WA	$1,067,545.51
Granite Construction	Everett, WA	$1,142,735.00
Interwest Construction Inc.	Burlington, WA	$1,191,090.00
Titan Earthwork LLC	Pacific, WA	$1,334,687.00
Engineer's Estimate		**$965,030**

All bidders' unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to Fury Site Works Inc.

Fiscal Information

Estimated Project Costs		
Preliminary Design	$	37,657
Design	$	329,758

Construction	$	974,359
Contingency	$	243,590
Total Estimated Project Cost	**$**	**1,585,364**
Project Funding	**$**	**$2,040,777**
Budget Difference	**$**	**455,413**

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-131
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786

DEPARTMENT STAFF:

Public Works	Chris Stenger	Deputy Public Works Director
Public Works	Tom Hardy	Sr. Environmental Scientist

TITLE:
Approval of an Interlocal Agreement for Washington Conservation Corps (WCC) 2025-26 with the Washington State Department of Ecology

OVERVIEW STATEMENT:
The Washington Conservation Corps (WCC) maintains stream and habitat restoration sites throughout the City of Redmond. Maintenance is typically required by permits for the first 5-10 years after project completion and ongoing maintenance is necessary for long-term project success.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Utilities Strategic Plan, Environmental Sustainability Action Plan
- **Required:**
  Interlocal agreements require Council approval.
- **Council Request:**
  N/A
- **Other Key Facts:**
  WCC Agreement begins October 1, 2025

OUTCOMES:

Maintenance is a crucial activity to the success of restoration and mitigation associated with capital improvement projects. Approximately 100-acres of maintenance sites are distributed around Redmond (Attachment A).
The value of site maintenance goes far beyond permit compliance. Maintenance of restoration sites involves control of invasive weeds, litter pick-up, replacement planting, and other activities important to overall project success. This regular site maintenance enhances already completed projects, building on the initial investment, as well as improving the aesthetics of sites. This agreement includes 4 extra weeks of crew time to assist with large scale noxious weed management and tree planting projects.
WCC members are typically college-age students learning restoration techniques and gaining job skills. A crew consists of six staff that work a 40-hour work week, for 42 weeks, primarily managing noxious weeds and installing replacement plantings at City capital improvement projects. In addition, the crew helps with volunteer events, native tree planting, habitat assessment, small stream projects, site monitoring, and de-fishing stream projects. The contract with the Washington State Department of Ecology is included in Attachment B.

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:
$289,380

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

Budget Offer Number:
00214

Budget Priority:
Healthy and Sustainable

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

Funding source(s):
Stormwater Operations $289,380

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Agreement is for work between October 1, 2025 - September 30, 2026

ANTICIPATED RESULT IF NOT APPROVED:
The City would not meet its maintenance obligations for previously permitted CIP projects. In addition, this lack of maintenance would compound, and future maintenance would be more expensive.

ATTACHMENTS:
Attachment A: WCC 2025-26 Restoration and Maintenance Map
Attachment B: WCC 2025-26 Agreement

124th Stream & Wetland
Monticello LWD
High School LWD
116th Mitigation
Howard
Juel
FM Park Planting
Abbey Road
Mackey Creek Rehab
Valley Estates
Mammoth Sammamish Bench Lowering
Mammoth Sammamish
Willows Business Center Stream Daylighting
OCC
Willows Creek Outfall
Fairwinds - Doyle
Elm Court
Willows @ Overlake
Perrigo Creek
Conrad Olsen
Willows Commerce Park
Lower Peters Creek
151st Culvert
Sammamish @ 92nd
Upper Willows LWD
Peters Creek @ Willows Road
Peters Creek Outfall
Foss Property
Maple Brook Lane
Peters @ Sammamish
Costello
NE 87th Trib stabilization
87th St Culvert
36th and Redmond Way
Cedar Village
Shadowbrook
HEP II East
Riverwalk II / 90th
Bear Creek at Keller
Peters Cr Roughened Channel
Welcome Pond
HEP IV
Millennium
Barrett - Martin
HEP III
Union Hill Road Pond
Road Abandonment
Upper Peters Creek Phase III
Leary Way - Samm River
Bear Creek Park
Upper Peters Creek phase II
Sammamish River Riparian
Upper Peters Creek Phase I
Sammamish River Upland
Lower Bear Creek
WLSP
WLSP Marymoor
Marymoor Entry Releaf
WLSP Marymoor Entry
Clise LWD
Tosh Creek
Villa Marina
Seidel Dam Removal
Redmond Watershed Preserve
Idylwood Park
Idylwood Triangle
Idylwood--upper reach
Peregrine Lane

Redmond Restoration Projects

City of Redmond, Washington

2025-26

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Disclaimer: This map is created and maintained by GIS Services Group,Finance and Information Services, City of Redmond, Washington, for reference purposes only. The City makes no guarantee as to the accuracy of the features shown on this map.

0 0.5 1 Miles

Legend

- Stream
- City Limits
- Restoration Project
- Street

File Name:Q:\Q:\NRDivision\NRFunctions\04MappingGISDatabase\SECTION

DEPARTMENT OF ECOLOGY
State of Washington

AGREEMENT NO WCC-25018

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY AND

City of Redmond(SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Redmond, hereinafter referred to as the “SPONSOR”.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix “A” attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2025 and be completed on 9/30/2026 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix “B” attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed $289,380. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @ $1,540/day for 169 days	260,260
WCC Services @ $1,820/day* for 16 days at multi-crew rate	29,120
*For sponsors that have more than one full-time crew, WCC utilizes a multi-crew rate. The multi-crew rate still provides sponsors with cost-share, but at a reduced amount per day.	
Total SPONSOR Cost	$289,380
	Above cost not to be exceeded

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is $346,957 annually per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or $45,907 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR’s designated contact person listed under “Agreement Management” section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If 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 determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, 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.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement 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.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, 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.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HERIN

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

AGREEMENT MANAGEMENT

The program manager 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 Agreement.

The Contract Manager for ECOLOGY is:	The Contract Manager for SPONSOR is:
Josiah Downey PO Box 47600 Olympia, WA 98504 (360)480-2603 jdow461@ecy.wa.gov	Tom Hardy PO BOX 97010 Redmond WA 98073 425-556-2762 TWHARDY@redmond.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

Signature Date

Printed Name, Title

SPONSOR
City of Redmond

Signature Date

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.

2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.

4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.

5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 169 days (approximately 42 weeks) during program service year (October-September).

2. Enroll members to begin service no sooner than October 1, 2025 and no later than October 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.

3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.

5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.

6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.

7. If members are enrolled in Americorps, then these policies and procedures are in place:

   a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year or a 1200-hour, three-quarter service term in order to receive an AmeriCorps Education Award.

   b. WCC members will have one day dedicated to MLK Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.

2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.

3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.

4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

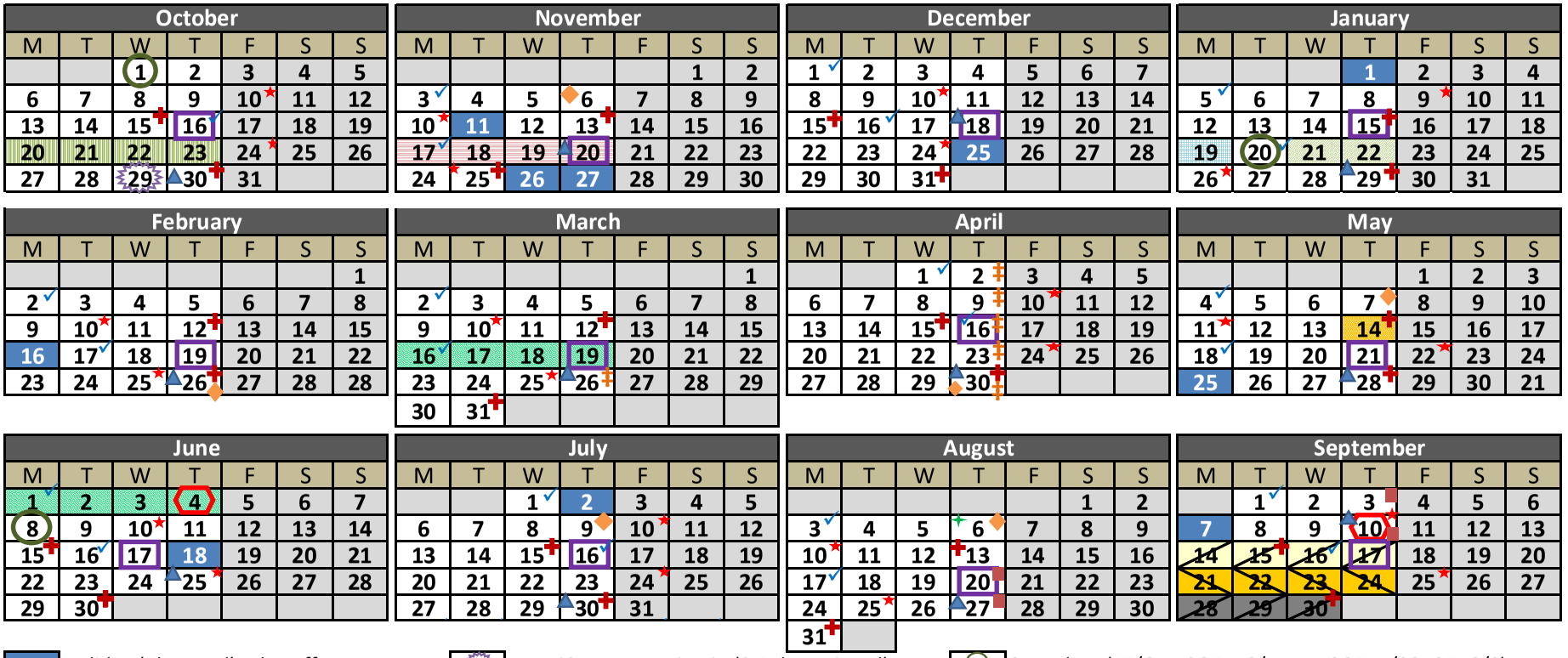
AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

A. Attempting to influence legislation;
B. Organizing or engaging in protests, petitions, boycotts, or strikes;
C. Assisting, promoting, or deterring union organizing;
D. Impairing existing contracts for services or collective bargaining agreements;
E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
H. Providing a direct benefit to—
    I. A business organized for profit;
    II. A labor union;
    III. A partisan political organization;
    IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
J. Providing abortion services or referrals for receipt of such services; and
K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2025-2026 WCC Events Calendar



Holiday (observed) - day off
Orientation - regional
Assistant supervisor training
MLK: Supe holiday, member service day
Individual placement meeting (in-person)
Training conference
3/4-term member orientation (virtual)
Extended management & ops meeting
TBD Spike (2 wks on special assignment)

AmeriCorps swearing-in (0.5 day - virtual)
Credit card log due
eTime: Hours entered
eTime: Prior pay period approval due
Payday (10th & 25th, varies on weekends)
Production (last Thursday of the month)
Supervisors: Crew interviews
Noxious weed control workshops

3/26 N. King County/Snohomish; 4/2 S. King County; 4/9 Central/E. WA; 4/16 Olympic; 4/23 S. Puget Sound; 4/30 Northwest

Start date (FT/Oct. 3QT=10/1, Jan. 3QT=1/20, QT=6/8)
PDPs due (Feb: Jan. 3/4 term, May: Oct. 3/4 term, Jul: QT)
End date (FT/Jan. 3QT/QT=9/10, Oct. 3QT=6/4)
End-of-year presentations

8/20 Olympic; 8/27 S. Puget Sound; 9/3 Central/E. WA, S. King County & N. King County/Snohomish; 9/10 Northwest

Shutdown Weeks:

Supervisors: Finalize interviews/enrollment
Supervisors: Cross-training
Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	180	November	130	December	180	January	160
February	150	March	180	April	180	May	150
June	170	July	170	August	170	September	60
FT: Oct. 1-Sept. 10	1880	Oct. 3QT: Oct. 1-June 4	1350	Jan. 3QT: Jan. 20-Sept. 10	1300	QT: June 8-Sept. 10	530

FT: 1700-hr min, $7,395 Ed Award | 3QT: 1200-hr min, $5,176.5 Ed Award | QT: 450-hr min, $1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-132
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	Amy Kim	Capital Project Manager
Public Works	Eric Dawson	Engineering Supervisor
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:
Award of Progressive Design-Build (PDB) Contract to Lease Crutcher Lewis WA, LLC of Seattle, Washington, for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project

OVERVIEW STATEMENT:
Public Works is requesting to award the PDB Contract for the Maintenance and Operations Center (MOC) - Campus Redevelopment Project, Project No. 2501, to Lease Crutcher Lewis WA, LLC in the amount of $5,517,930.00 for the completion of the Validation Phase Work.

The PDB Contract requires the Design-Builder to perform all design and construction services. The Work will be completed in three phases: the Validation Phase, Phase 1 (Preconstruction and Design), and Phase 2 (Construction).

Approval is currently being requested for the entire PDB Contract, with funding limited to the Validation Phase scope of Work. Future funding requests for Phases 1 and 2 will be submitted as Contract Amendments to complete the Work.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

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

- **Required:**
  Council approval is required to award a Public Works contract that exceeds $300,000 (2018 City Resolution 1503)
- **Council Request:**
  N/A
- **Other Key Facts:**
  Public Works is requesting this item go forward for Council approval at the September 16, 2025, Council Business Meeting.

OUTCOMES:

Approving this action keeps the City on the path to completing the Validation of the project, ensuring the scope, budget, and schedule are achievable, reducing risk by resolving issues early, and providing the confidence to successfully proceed into later phases.

This effort also brings the project one step closer to delivering a more efficient operations center that will allow Public Works and Parks staff to grow and continue to provide the expected level of services to Redmond residents, as outlined in the 2050 Comprehensive Plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  Early community outreach efforts are underway. The Master Plan outlines key elements of the surrounding area and site adjacencies, which serve as an initial guide for identifying relevant stakeholders and shaping outreach priorities.

  The City's Owner's Representative team (OAC) includes an experienced outreach sub-consultant to lead the development and execution of a tailored outreach plan. In collaboration with the City of Redmond's Communications team, the outreach sub-consultant participated in an initial scoping meeting in July. The meeting focused on aligning goals, identifying gaps, and maximizing the impact of outreach activities to support the project's success moving forward.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$5,517,930.00

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

Budget Offer Number:
CIP

Budget Priority:
Vibrant and Connected

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

Funding source(s):
General Fund
Real Estate Excise Tax
Stormwater CIP
Water CIP
Wastewater CIP
Bond Issuance

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/25/2025	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction
4/1/2025	Business Meeting	Approve
7/15/2025	Business Meeting	Receive Information
9/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

Without approval of the PDB Contract, the project cannot advance into Validation, design, and construction, putting the compressed schedule at greater risk and increasing the potential for delays and cost escalation.

ATTACHMENTS:

Attachment A: MOC Campus Redevelopment Project Information Sheet
Attachment B: Additional Project Information
Attachment C: Project Timeline
Attachment D: Progressive Design-Build Contract

CIP Project Information Sheet

Project Name: Maintenance and Operation Center (MOC) - Campus Redevelopment

Project Status: Existing - Revised
Functional Area(s): Facilities, Stormwater, Wastewater, Water
Relevant Plan(s): Facilities Plan, Emergency Management Plan
Neighborhood: Southeast Redmond

Time Frame: 2027-2029
Budget Priority: Vibrant and Connected
Citywide Rank: 2
Functional Area Priority: High

Location: 18080 NE 76th Street

Description:
Construction of Phase 1 of the MOC campus redevelopment.

Anticipated Outcomes: ***Primary:*** Upgrade/Enhancement ***Secondary:***
Completed construction and have use of a multi-story central Parks and Public Works operations building with open and flexible crew, office, meeting, and emergency response spaces that replaces the existing MOC1 building that is past its useful life.

Request: ***Primary Reason(s):*** Budget Process
Project approved in the 2023-2028 CIP budget process.

Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget				$22,500,000	$22,500,000	$22,500,000	$22,500,000	$60,000,000	$150,000,000
Approved Changes									
Current Approved Budget				$22,500,000	$22,500,000	$22,500,000	$22,500,000	$60,000,000	$150,000,000
Proposed New Budget		$22,500,000	$22,500,000	$60,000,000	$60,000,000	$52,500,000	$7,500,000		$225,000,000
Proposed changes due to	___ Scope Change		X Schedule Change		___ Budget Change				

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)									
Right of Way		$83,940							$83,940
Design (31-100%)		$21,684,810	$21,768,750	$897,840					$44,351,400
Construction		$731,250	$731,250	$59,102,160	$60,000,000	$52,500,000	$7,500,000		$180,564,660
Contingency									
Total		$22,500,000	$22,500,000	$60,000,000	$60,000,000	$52,500,000	$7,500,000		$225,000,000

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund		$52,269,451		$52,269,451
Real Estate Excise Tax		$62,050,000		$62,050,000
Stormwater CIP		$31,500,000		$31,500,000
Water CIP		$29,250,000		$29,250,000
Wastewater CIP		$29,250,000		$29,250,000
Bond Issuance		$20,680,549		$20,680,549
Total		$225,000,000		$225,000,000



Attachment B – Additional Project Information

Maintenance and Operations Center (MOC) – Campus Redevelopment Project

Design-Build Team Selection Process

The design-build team selection process initially evaluates Statements of Qualifications (SOQ) from design-build teams of contractor and architect. The SOQs were scored, and the three highest scoring teams were invited to respond to a Request for Proposal (RFP). The RFP included a Management Plan, Interactive Meetings with city staff, and a fee proposal. The Management Plan, Interactive Meetings, and Fee Proposal were scored and combined with SOQ scores to determine the selected team. This process followed the requirements of RCW 39.10.

The City received 10 SOQs. The submitting teams and the scores are summarized below.

Final Scoring

RMOC SOQ Scoring Summary											
		Team Scoring Summary									
	Points Possible	Absher + Huitt-Zollars	BNB + Miller Hayashi	GLY + ZGF + Wagner	Graham + Teeple +SWL	Hensel Phelps + STV	Hoffman + MacKenzie	HSW + LMN + PCG	Lease + Miller Hull + Stantec	PCL + DLRGroup	Skanska + TCF + Mithun
6.1 Letter of Interest	0	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
6.2 Proposed Team	20	9	8	15	9	14	13	17	18	10	12
6.3 Design & Preconstruction Experience	20	13	11	16	12	17	14	15	18	16	15
6.4 Estimating, Scheduling, and Construction	25	16	23	17	19	22	21	15	20	14	20
6.5 Past Performance on Similar Projects	30	18	14	22	18	22	18	18	23	12	20
6.6 DBE/MWBE/Small Business Outreach	5	5	5	5	4	5	4	5	5	5	5
6.7 Safety	P/F	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
6.8 Bonding Capacity	P/F	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
6.9 Insurance Requirements	P/F	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Total		61	61	75	62	80	70	70	84	57	72

Management Scoring Summary				
	Team Scoring Summary			
	Points Possible	GLY + ZGF + Wagner	Hensel Phelps + STV	Lease + Miller Hull + Stantec
Approach to Initial Contract Phase/s (10 pts))	10	7	8	9
Design Development Approach (10 pts)	10	8	7	9
Preconstruction Approach (10 pts)	10	9	8	9
Cnst Mgmt, Sequencing, Scheduling & Buyout (10 pts)	10	7	8	9
Accident Prevention, Safety, and Claims (5 pts)	5	4	5	4
Inclusion Plan, DBE/MWBE/Small Business, Apprentice (5 pts)	5	5	5	4
Total		40	41	44

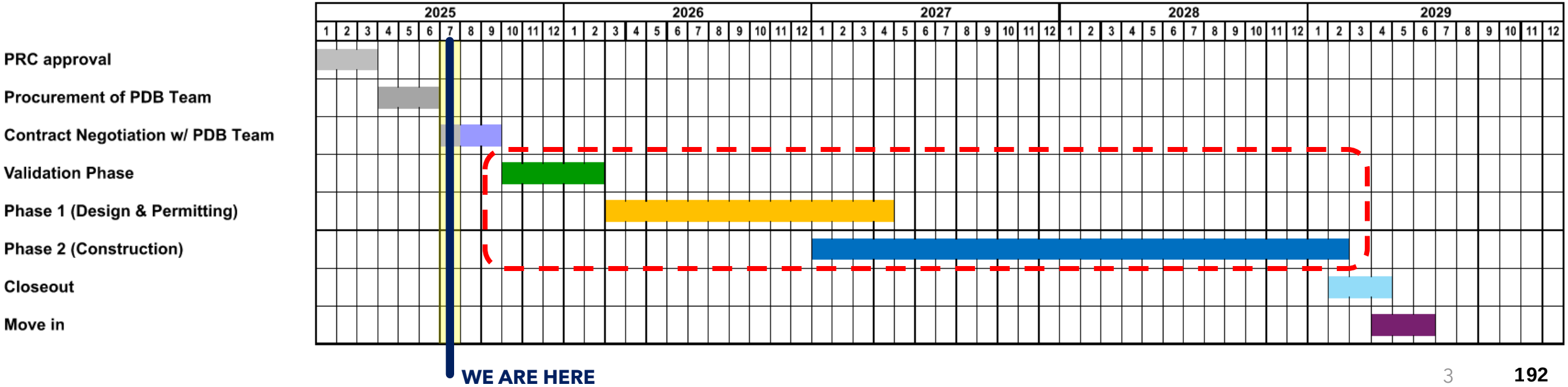
RFP Scoring Summary 100 pts				
	Points Possible	GLY + ZGF + Wagner	Hensel Phelps + STV	Lease + Miller Hull + Stantec
Management plan score	50	40	41	44
Interactive meeting Score	40	20	31	35
Fee Proposal score	10	10	7.84	8.36
Total	100	70	79.84	87.36

RMOC SOQ Scoring Summary											
		Team Scoring Summary									
	Points Possible	Absher + Huitt-Zollars	BNB + Miller Hayashi	GLY + ZGF + Wagner	Graham + Teeple +SWL	Hensel Phelps + STV	Hoffman + MacKenzie	HSW + LMN + PCG	Lease + Miller Hull + Stantec	PCL + DLRGroup	Skanska + TCF + Mithun
SOQ	100	61	61	75	62	80	70	70	84	57	72
RFP (Fee, Meeting, Plan)	100	0	0	70	0	79.84	0	0	87.36	0	0
Total		61	61	145	62	159.84	70	70	171.36	57	72

Project Timeline

Milestones:

- Project Review Committee (PRC) Approval to use Progressive Design-Build (PDB)
- Procurement and Selection of PDB Team



City of Redmond

Progressive Design-Build Contract

Maintenance & Operation Center Project

This **Contract** is made and entered into as of _____, 2025, by and between the following parties, for services in connection with the Project identified below:

OWNER:

The City of Redmond
15670 NE 85th St
Redmond, WA 98073

DESIGN-BUILDER:

Lease Crutcher Lewis WA, LLC
2200 Western Ave #500
Seattle, WA 98121

PROJECT:

Maintenance & Operation Center Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 **Authorization.** This Design-Build Contract (the "Contract") is authorized by and entered in accordance with the Design-Build requirements of RCW 39.10. This Contract shall be interpreted to be consistent with the requirements of those statutory provisions.

1.2 **Duty to Cooperate.** Owner and Design-Builder always commit to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Contract.

1.3 Definitions. Terms, words, and phrases used in this Contract shall have the meanings given them in this Contract and as otherwise provided in the *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* ("General Conditions").

1.4 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Contract. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Contract is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Scope of Work

Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor necessary to complete the Work (including Validation Phase Work, Phase 1 Work, and Phase 2 Work) described in and reasonably inferable from the Contract Documents. The Design-Builder is fully responsible to design and to build the Project, as described in the Project Criteria, as may be revised in accordance with Section 2.1.2 hereof.

2.1 General Services.

2.1.1 Owner has provided Design-Builder with access to the Owner-Provided Information listed in **Exhibit A (Owner-Provided Information)**. Owner provides such documents to Design-Builder for information only, and subject to the conditions and qualifications identified in Section 3.2.1 of the General Conditions.

2.1.2 Owner's Initial Programming and Overview describing Owner's preliminary program objectives for the Project are in **Exhibit B (Owner's Initial Programming and Overview)**. The Design-Builder shall review the Owner's Initial Programming and Overview, including recommendations to Owner for innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Initial Programming and Overview and agree upon what revisions, if any, should be made.

2.2 Phased Services.

2.2.1 Validation Phase Work. Design-Builder shall perform validation work (the "Validation Phase Work") as set forth in **Exhibit C (Validation Phase Work)**. Design-Builder's Compensation for Validation Phase Work is set forth in Article 7 of this Contract.

2.2.2 Phase 1 Preconstruction and Design Work. Design-Builder shall perform design, pricing, and other services for the Project (the "Phase 1 Work"), which shall be incorporated into this Contract via amendment as **Exhibit D (Phase 1 Work)**. The Phase 1 Work will include completion of Final Design Documents. However, Owner and Design-Builder may reach agreement on the GMP Amendment for Phase 2 at any point following Design-Builder's completion of the Basis of Design Documents, including incorporation of any Owner comments. As a result, Phase 1 may overlap with Phase 2. The Contract Price and GMP for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Work is set forth in Article 7 of this Contract.

2.2.3 Phase 2 Work. Design-Builder's Phase 2 Work, which shall be identified and described in the agreed-upon Phase 2 Proposal and GMP Amendment, shall consist of, but not be limited to, ensuring continuous operations of Owner or other Services at the site, the procurement of all materials and equipment for the Project, the performance of construction work for the Project,

development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services.

2.2.4 Early Works Packages. Owner and the Design Builder may agree to early work packages prior to the GMP Amendment. Scope of work, bonding (consistent with the requirements of Article 11), insurance (consistent with the requirements of Article 11), pricing, and other terms for any Early Work Packages shall be negotiated and memorialized in a written executed Amendment prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 of this Contract and any General Conditions and pro-rated to the scope of General Conditions Work included in the early works package.

2.3 Phase 2 Proposal. Design-Builder may develop a Phase 2 Proposal at any point following completion of the conceptual design and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the completion of the design and construction for the Project for the Contract Price. The Contract Price in the Phase 2 Proposal shall be based on the Construction General Conditions Price (Section 7.4), the Design-Build Fee (Section 7.5), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof, presented on an open-book basis, all subject to a Guaranteed Maximum Price (GMP).

2.3.1 The Phase 2 Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price, subject to a GMP, shall be the sum of:

i. Construction General Conditions Price as defined in Section 7.4;

ii. Design-Builder's Fee as defined in Section 7.5;

iii. The Cost of the Phase 2 Work as defined in Section 7.6 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.7.2; and

iv. Pass Through Costs as defined in Section 7.6.3.

2.3.1.2 The Basis of Design Documents in a form and state as agreed to by Owner;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 2 Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s);

2.3.1.9 An expiration date for the Phase 2 Proposal provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

2.3.1.10 A Permits and Approvals list detailing the permits and governmental approvals not otherwise addressed in the Contract Documents that Owner and Design-Builder will need and assigning responsibility for each;

2.3.1.11 A preliminary training plan;

2.3.1.12 A project-specific safety plan;

2.3.1.13 A project-specific construction quality plan;

2.3.1.14 A plan for inclusion of underutilized firms as subcontractors and suppliers in accordance with the provisions of Chapter 39.10 RCW and the requirements of the Office of Minority and Women's Business Enterprises ("OMWBE"); and

2.3.1.15 Design-Builder's Owned Equipment Rate Schedule, which shall be incorporated herein as **Exhibit F** and shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade size, capacity, fuel usage, horse power, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Contractor's owned equipment rental log. **Exhibit F** shall include replacement values and approved rates for each item.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder will discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. *Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a GMP Amendment incorporating the agreed Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2*.

2.3.2.2 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, the Contract Price and its basis shall be set forth in an amendment to this Contract (the "GMP Amendment"). Once the parties have agreed upon the GMP Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Work, all as described in the GMP Amendment. Design-Builder acknowledges and agrees that Owner's acceptance and execution of the GMP Amendment is subject to approval by the City of Redmond's City Council. Design-Builder further acknowledges and agrees that its execution of the GMP Amendment constitutes certification that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Phase 1 Work through the date of the GMP Amendment that will in any way affect Owner's interests.

2.3.2.3 Failure to Accept Phase 2 Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or within ninety (90) day after submission that it accepts the Phase 2 Proposal, the Phase 2 Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Terminate this Contract and pay Design-Builder for all Work performed through the date of termination;

ii. Terminate this Contract, pay Design-Builder for all Work performed through the date of termination and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;

iii. Require Design-Builder to proceed with remaining Phase 1 Work for the agreed upon price for Phase 1 Work set forth at Section 7.1 minus payments for all Work performed through the date of termination;

iv. Require Design-Builder to perform any specific portion of the Work under this Contract based on the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable; or

v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Contract pursuant to Section 2.3.2.3.i.) on the basis of the Design-Build Fee (Section 7.5), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof without a GMP Amendment, in which case all references in this Contract to the GMP Amendment shall not be applicable.

2.3.2.4 If Owner fails to exercise any of the options set forth in Section 2.3.2.3, Design-Builder shall continue the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.v above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

The Contract Documents are comprised of the following, which are incorporated herein by this reference. In the event of a conflict or discrepancy among or in the Contract Documents that cannot be resolved by interpreting the Contract Documents as a single, integrated document and giving effect to each provision therein, interpretation shall be governed in the following priority:

3.1 All written and fully executed modifications, amendments (including the GMP Amendment), and Change Orders to this Contract issued in accordance with the General Conditions, with more recent documents taking preference;

3.2 This Contract, including all exhibits and attachments but excluding the Owner Initial Programming and Overview and Owner Provided Information attached to this Contract. The Owner Initial Programming and Overview and Owner Provided Information are not Contract Documents, and are provided for information only;

3.3 The General Conditions;

3.4 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions;

3.5 Owner's Request for Qualifications, its Request for Proposals, and Addenda thereto, if any; and

3.6 Design-Builder's Statement of Qualifications, Proposal, and Attachments accepted by Owner.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the GMP Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 3.

4.3 Terms, words, and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions.

4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4.5 In the event of an ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them, and as such, nothing shall be construed against or in favor of one party based on its being deemed the sole author.

4.6 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that numerous aspects of the Project are governed by federal, state, and local laws, rules, and regulations and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder is required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the GMP Amendment, and the Phase 2 schedule. Changes in the Legal Requirements that become effective prior to execution of the GMP Amendment shall in no event form the basis for an adjustment of the GMP and/or Contract Time for Phase 2 Work. Changes in the Legal Requirements that become effective after execution of the GMP Amendment may form the basis for an adjustment to the GMP and/or Contract Time for Phase 2 Work, in accordance with the requirements and conditions of Section 8.2 of the General Conditions.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy and maintenance of the Project. Owner shall hold Design-Builder and anyone working by or through Design-Builder, including

Design Consultants of any tier (collectively the "Indemnified Parties") harmless for any material alteration of the Work Product without the involvement of Design-Builder.

5.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Contract for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Contract in accordance with Section 11.4 of the General Conditions, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above. Owner shall hold the Indemnified Parties harmless for any material alteration of the Work Product undertaken by Owner after the effective date of the termination.

5.4 Owner's License upon Design-Builder's Default. If this Contract is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions, then Design-Builder grants Owner a perpetual license to use the Work Product to complete the Project and subsequently occupy and maintain the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions, furnished by Design-Builder to Owner under this Contract ("Work Product")**.**

Article 6

Contract Time

6.1 Date of Commencement. The Validation Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Work ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Contract unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work or identified portions of the Work shall be established in the GMP Amendment.

6.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.27 of the General Conditions.

6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages. Liquidated damages, if any, shall be established in the GMP Amendment.

Article 7

Price

7.1 Validation Phase Price. For the completion of Validation Phase Work (**Exhibit C**), Owner shall pay the Design-Builder in accordance with Article 8 of this Contract for a sum not to exceed four million

nine hundred seventy-three thousand eight hundred thirty-four [$ 4,973,834.00] (the "Validation Phase Price").

7.2 Phase 1 Price. For completion of the Phase 1 Work (**Exhibit D**), Owner shall pay Design-Builder in accordance with Article 8 of this Contract and as established in the Phase 1 Amendment. Phase 1 Work shall be billed at the all-inclusive billing rates and labor categories agreed to in the Phase 1 Amendment, and an agreed-upon not to exceed price**.** Any rates established shall not be subject to increase for any Phase 1 Work.

7.3 Phase 2 Price. For Phase 2 Work, Owner shall pay Design-Builder in accordance with Article 8 of this Contract and Article 6 of the General Conditions a contract price ("Contract Price") set forth in the GMP Amendment which shall be equal to the Pass-Through Costs (as defined in Section 7.6.3 hereof), plus Design-Build Fee percentage (as defined in Section 7.5 hereof) applied to the Cost of the Phase 2 Work, plus the Construction General Conditions Price (as defined in Section 7.4 hereof), plus the Cost of the Phase 2 Work (as defined in Section 7.6.1 hereof), subject to the GMP established in the GMP Amendment and governed by Section 7.7 hereof, and any adjustments made in accordance with the General Conditions.

7.4 Construction General Conditions Price. The Construction General Conditions Price shall be for all Construction General Conditions Work as identified and defined in **Exhibit E (Construction General Conditions Work**). The Construction General Conditions Price shall be paid on the actual general conditions cost incurred in the month.

7.5 Design-Build Fee.

7.5.1 Design-Build Fee shall be four and seven tenths percent (4.7%) multiplied by the Cost of the Phase 2 Work.

7.5.2 The Design-Build Fee is intended to compensate Design-Builder for **all** costs and expenses **not specifically included** elsewhere, including but not limited to the following:

7.5.2.1 Profit on all work including self-performed work.

7.5.2.2 Profit Margins or similar mark-ups on cost for work performed by related parties or entities of the Design Builder.

7.5.2.3 General administration costs associated with Design-Builder's home office operations, support staff, such as executives, HR, accounting, IT, etc. unless specifically approved in advance by Owner.

7.5.2.4 Cost of centralized and generally shared information technology, equipment, enterprise software and data processing.

7.5.2.5 Cost associated with bonuses or profit sharing.

7.5.2.6 Discretionary costs, such as clothing, awards or similar expenses.

7.5.2.7 Premiums for insurance and bonds required by this Contract or the performance of the Work, per Article 11, except Section 11.1.1.8, Builder's Risk.

7.6 Cost of the Phase 2 Work.

7.6.1 Cost of the Phase 2 Work includes only those items expressly defined in this Section 7.6.1 that are reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.6.3), Construction General Conditions Work (as defined in Section 7.4 and Exhibit E), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.5). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively.

The Cost of the Phase 2 Work shall include only the following:

7.6.1.1 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

7.6.1.2 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.6.1.3 Except for those supervisory and administrative personnel who are covered by the Construction General Conditions Work (**Exhibit E**), the actual paid and incurred wages or salaries of Design-Builder's personnel stationed at Design-Builder's Project Office, but only to the extent such personnel perform tasks directly associated with the Project and are approved in advance by the Owner.

7.6.1.4 Actual costs paid and incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, (subject to statutory payroll tax caps) collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.6.1.1 through 7.6.1.3 hereof. Bonuses, profit sharing and other discretionary incentive programs are not to be reimbursable as a cost of the work. For employees not covered by collective bargaining agreements vacation, sick leave and other paid time off, including holidays, are to be calculated as the individual employees' actual benefit. For those not full-time on the project a pro-rata share may be charged based on hours directly associated with the project.

Worker's compensation shall be reimbursed at the Design-Builder's specific State L&I rate, net of employee deductions with the Design-Builder's specific EMF applied. For self-insured companies, the actual state classification rate net of employee deduction with a .5 EMF applied.

7.6.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work. The Design-Builder shall obtain bids from Subcontractors and from Suppliers of materials or equipment fabricated especially for the Work. Unless otherwise agreed, the Design-Builder shall use reasonable best efforts to obtain a minimum of three competitive bids or proposals per category. The Design-Builder shall maintain all such bids in an organized notebook by division and include a comparative analysis of the bids, the Design Builder's recommendations for award, the amount included in the Guaranteed Maximum Price for that part of the Work and other

useful information to support a decision to award the work. These bid comparisons shall be available to the Owner for review and copying. The Design-Builder shall determine the capability of all recommended Subcontractors and Suppliers to perform the Work, their financial capacity, their insurance coverage and whether the bids are complete and in compliance with the Contract Documents. The Design-Builder shall determine, subject to the reasonable objection of the Owner and Architect, which bids will be accepted and obtain the Owner's approval as noted above. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

Unless otherwise stated in the relevant Subcontract, Design-builder is responsible to ensure that the pricing of its Subcontractors complies with all of the cost reimbursement terms stated in this Contract. Design-builder shall pass down cost reimbursement terms to its Subcontractors.

For any Subcontracts awarded on a reimbursable basis, Design-Builder shall provide in the Subcontract for Owner to receive the same audit rights with regard to the Subcontractor as Owner has with regard to Design-Builder.

Design-Builder self-performed scopes of work must be approved in advance by Owner, with clear business case for utilization of Design-Builder’s own forces.

If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Section 7.6. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party.

The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder.

7.6.1.6 Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.

- **.1** Small tools purchased by the project are to be inventoried, tracked and residual value credited to the project at completion. Small tools are defined as those items with less than a $500 value.
- **.2** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work. All equipment and items greater than $500 (including electronic computer equipment and software) are to be rented to the project from the lowest available source, whether 3rd Party or from the Design-Builder’s own equipment yard.

  Owned Equipment Rate Schedule (Exhibit F) shall include adequate identifying information such as use, manufacturer, make, model, dimensions/length, blade

size, capacity, fuel usage, horsepower, voltage/amperage, weight, etc., such that accurate identification can be determined. These descriptors shall match Design-Builder's owned equipment rental log. Exhibit F shall include replacement values and approved rates for each item.

The rental equipment rates for equipment owned by Design-Builder shall be charged at the lower of the following:

- seventy-five percent (75%) of the current AED Green Books/NECA/any other published rates
- the current Design-Builder's rates as listed in the equipment rental Exhibit F ("Equipment Rate Schedule.")

Recovery periods should reflect useful life for each category of equipment.

Design-Builder owned equipment rental rates shall be based on monthly rates but prorated on a daily basis (30.4 days). Days used to prorate monthly rates to daily should be consistent with the calculation of days to charge each piece of rental equipment.

All rental equipment owned by Design-Builder that has been used to construct the Project and has accumulated rental charges equal to seventy-five percent (75%) of the Design-Builder's replacement cost as included in Exhibit F value shall be provided for the remainder of the Project at no additional rental cost and shall remain as property of the Design-Builder. Replacement value on piece of equipment may not be modified during the term of the Agreement.

The Design-Builder's owned equipment rental log shall include a unique equipment identification number, a definitive equipment description exactly matching Exhibit F, date on site, date off site, replacement cost, monthly rate prorated to daily, days billing per month, this month billing calculation and cumulative billing to date, maximum rental allowed for each rented item. The Design-Builder's owned equipment rental log shall be available in Excel format if requested by Owner.

7.6.1.7 Costs of removal of debris and waste from the Site(s).

7.6.1.8 All fuel and utility costs incurred in the performance of the Work.

7.6.1.9 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.6.1.10 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.6.1.11 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

7.6.1.12 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.6.1.13 Site security, temporary fencing, signage and similar security and safety measures for active construction areas.

7.6.1.14 Costs for agreed-upon Allowance Items as described and defined in Section 7.8 herein.

7.6.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:

7.6.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.6.1.1, 7.6.1.2, and 7.6.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

7.6.2.2 General expenses not specifically provided for herein.

7.6.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.6.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless Owner has approved an Adjustment or Change Order.

7.6.2.5 Any bonuses or incentive pay that is the obligation of Design-Builder to pay as this is to be recovered by fee

7.6.2.6 Percentage markups or adders applied to the Cost of Work or General Conditions without prior written approval from the Owner.

7.6.3 Pass-Through Costs. The following costs shall be "passed through" and paid without mark-up or any added Design-Build Fee:

7.6.3.1 Sales, use, B&O, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.6.3.2 Costs for permits, royalties, licenses, tests, and inspections.

7.6.3.3 Builder's Risk, per Section 11.1.1.8.

7.7 The Guaranteed Maximum Price.

7.7.1 GMP. Design-Builder guarantees that the Contract Price shall not exceed the Guaranteed Maximum Price ("GMP") established in the GMP Amendment. Documents used as basis for the GMP shall be identified in the GMP Amendment. Design-Builder agrees that it will be responsible for all costs of completing the Work which exceed the GMP, as it may be adjusted in accordance with the Contract Documents.

7.7.2 Contingency. The GMP shall include a Design-Builder's contingency, in an amount that is no less than two-point five percent (2.5%) and no more than five percent (5%) of the estimated Cost of the Work, which will be negotiated between the Design-Builder and Owner as a part of the Phase 2 Proposal. The percentage shall depend upon the level of completion of the Design-Build Documents and certainty of subcontractor pricing at that time and depending upon any other risk factors agreed upon between the Design Builder and Owner.

The final amount of the contingency shall be stated in the GMP Amendment and included in the GMP amount. **The contingency is a sum established for the Design-Builder's sole use to cover the Design-Builder's costs that are properly reimbursable as a Cost of the Work but not the basis for a Change Order**, such as, for example, design errors and omissions, buy-out or estimating error, post-GMP unanticipated market conditions, scope gaps, coordination between trades, overtime, acceleration, failure of a Subcontractor of any tier, pandemic or epidemic, or expediting costs for critical materials.

The Design-Builder shall use the contingency only with Owner's prior written consent, which shall not be unreasonably withheld or delayed. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.7.3 Savings. If the sum of the actual Design-Build Fee (as defined in 7.5 hereof), the Construction General Conditions Price (Section 7.4), Pass-Through Costs (Section 7.6.3) plus the Cost of the Phase 2 Work (Section 7.6.1) as provided in Article 7 hereof is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") may be incorporated back into the Project as agreed, or returned to Owner. The Design Builder will keep Owner informed of the status of all costs and opportunities to increase the outcomes of the project.

7.8 Allowance Items and Allowance Values.

7.8.1 Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the GMP Amendment.

7.8.2 Design-Builder and Owner will work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.8.3 No Work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project Schedule approved with the GMP Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.8.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item.

7.8.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.8.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Validation and Phase 1 Payments. Validation Work and Phase 1 Work shall be paid by Owner based on the not-to-exceed **Validation Phase Price** and **Phase 1 Price** at the all-inclusive billing rates and labor categories set forth in the **Validation Phase Amendment** and **Phase 1 Amendment**, respectively. All-inclusive billing rates and labor categories shall not be subject to any overtime pay obligations incurred by Design-Builder nor any rate increases during the Validation Phase or Phase 1.

8.1.1 Validation Work and Phase 1 Work may be invoiced to Owner on a monthly basis on the day agreed to during Partnering activities. Application for payment will be based on cost incurred during the previous billing cycle. Draft applications for payment will be reviewed and agreed during weekly project meetings to ensure that costs and expenses are paid as incurred and not held until a later billing period.

8.2 Phase 2 Payments.

8.2.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the Application in accordance with the following procedure:

8.2.1.1 Draft Application. Design-Builder shall submit to Owner an accounting of the current progress of the Work as compared to Design-Builder's Master Project Schedule, and a draft, itemized application for payment for work performed during the current payment period on a form supplied or approved by Owner. This shall not constitute a payment request. Design-Builder and Owner shall discuss the current progress of the Work and the amount of payment to which Design-Builder is entitled. Owner will, at any time during the project request Design-Builder to provide data substantiating Design-Builder's right to payment.

With each monthly draft payment application, Design-Builder shall provide:

.1 Substantiation summary**.** A summary cover sheet showing total actual substantiated costs compared to invoiced costs for the current month and job to date. At a minimum, the summary sheet shall be itemized by cost type (i.e. cost of work, general conditions, etc.) to include labor, materials, equipment, subcontractors and markups.
- As part of the substantiation summary, a General Conditions Summary, by position, person and an hourly trade labor summary (for DB costs) reflecting summary data by type of hour, and positions/trade RT/OT/DT for the current month.

.2 Subcontractor Payment Applications and conditional lien releases.
.3 A computer-generated transactional level Job Cost Report detailing project costs for the month.
.4 Design-Builder’s Owned Equipment Rental Log in Excel format.

Upon request, the Design-Builder shall also provide the following documents electronically:

.5 A computer-generated Job cost report in Excel format detailing project costs inception to date.
.6 Labor detail report in Excel format from inception to date - Labor cost detail or other documentation acceptable to Owner and its auditors, showing employees by name, title, hours charged, type (ST, OT, Sick, PTO, etc.) and rate, per pay period.
.7 Labor rate build (if applicable) – upon request, a fully burdened hourly rate build with supporting documentation to substantiate actual cost.
.8 Daily time sheets and all daily reports, Supervisor’s reports, and inspection reports.

.9 Collective bargaining agreements.
.10 Insurance, welfare, and benefits records.
.11 Payroll registers.
.12 Earnings records.
.13 All tax forms, including payroll taxes.
.14 Material invoices and requisitions.
.15 Material cost distribution worksheet.
.16 Equipment records (list of Design-Builder's and Subcontractor' equipment, rates, etc.).
.17 Design-Builder's Owned Equipment Rental Log from inception to date.
.18 Contracts, purchase orders and agreements between Design-Builder and each Subcontractor.
.19 Subcontractor's payment certificates.
.20 Correspondence, including email, with Subcontractor.
.21 All meeting notes by and between Design-Builder and Subcontractor and/or any third parties related to the Project.
.22 Canceled checks (payroll and vendors).
.23 Certified payrolls.
.24 General ledger.
.25 Cash disbursements journal.

8.2.1.2 Payment Request. After Design-Builder and Owner have met and agreed regarding the updated draft application, and Design-Builder has furnished all progress information required and all data requested by Owner under 8.2.1.1 above, Design-Builder shall submit Design-Builder's Application for Payment for Work completed during the previous month in accordance with Article 6 of the General Conditions on a form supplied or approved by Owner. Among other things, the Application shall attest those prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with Owner and that all payments due Subcontractors of any tier from Owner's payment the prior month have been made.

8.2.1.3 Disputed Amounts. If Design-Builder believes it is entitled to payment for Work performed during the prior billing cycle in addition to the agreed-upon amount, Design-Builder may, submit to Owner along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, Design-Builder and all Subcontractors shall file with Owner certified copies of all payroll records relating to the additional amount due. Disputed Amounts are due ten (10) working days following the prior approved Payment Application.

8.2.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

8.2.2 Owner shall make payment within 30 days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, less retainage, and less amounts properly withheld under Section 6.3 of the General Conditions. In taking action on the Design-Builder's Applications for Payment the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

8.3 Retainage on Phase 2 Progress Payments.

8.3.1 Pursuant to Chapter RCW 60.28, Owner will retain five percent of each approved Application for Payment to be retained as a trust fund for the protection and payment of the claims of any person arising under the contract and the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due from Design-Builder. The moneys reserved may, at the option of Design-Builder, be retained in accordance with the provisions of Chapter 60.28 RCW.

8.3.2 If the Design-Builder elects to submit a retainage bond on behalf of itself or one or more of its Subcontractors in accordance with Chapter 60.28 RCW, each such bond must be issued on a form acceptable to Owner by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/IX or better on behalf of Design-Builder or A-/V on behalf of a Subcontractor. Design-Builder is responsible for submitting retainage bond(s) that meet these requirements to Owner on behalf of itself and/or any Subcontractor. Owner will not accept retainage bonds submitted directly to it by a Subcontractor.

8.3.3 Sixty (60) days after Final Acceptance of the entire Work, Owner shall release to Design-Builder all retained amounts in accordance with chapter RCW 39.12 and chapter RCW 60.28, provided that Design-Builder has submitted: (1) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from Design-Builder and from each Subcontractor of any tier certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by Design-Builder or Subcontractor of any tier, (2) pursuant to RCW 60.28.021, certificates from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries. If there are either unpaid taxes or unsatisfied claims of lien against the retained percentage, disbursement of retainage funds will be made in accordance with state law.

8.4 Payment to Subcontractors. Design-Builder shall ensure payment to any Subcontractor (or Sub-Subcontractor), at any tier every thirty (30) days for any Work satisfactorily completed and not disputed, regardless of being paid by Owner. The Design-Builder and Owner jointly commit to reviewing and agreeing eligible costs, back up and completed work as they become due and available for review.

8.5 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within 30 days after Owner's receipt of the Final Application for Payment, provided that (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions and (b) Owner shall have the right to withhold all amounts to which Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions.

8.6 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payments, shall bear interest as specified by RCW 39.76.

8.7 Record Keeping and Finance Controls. Design-Builder acknowledges that this Contract is to be administered on an *Open-Book* arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.

During the performance of the Work and for a period of six (6) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of six (6) years after Final Payment.

Such inspection may take place at Design-Builder's local offices during normal business hours unless another location and time is agreed to by the parties. Alternatively, the Owner will request documents to be provided electronically for off-site review. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Contract are only subject to audit to confirm that such multiplier or markup has been

charged in accordance with this Contract, but the composition of such multiplier or markup is not subject to audit.

Article 9

Termination for Convenience

9.1 In addition to Owner's other termination rights in the General Conditions to Contract, Owner may terminate the Contract for convenience. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any portion of this Contract. In such event, Owner shall (subject to the limitation set forth in Section 8.3 above) pay Design-Builder for that portion of the Contract Price that corresponds to the percentage of completion of Work in accordance with the Contract Documents, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages whatsoever (including without limitation fee or profit on terminated Work).

9.2 The total sum to be paid to Design-Builder under this Article 9 shall not exceed the Contract Price as reduced by the amount of payments otherwise made, the price of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to Design-Builder shall exclude the fair value of property not under Owner's control which is destroyed, lost, stolen or damaged to become undeliverable to Owner.

9.3 Any claim, request for equitable adjustment or other demand for extra compensation or time extension by Design-Builder arising from or related to acts, events, occurrences, or omissions prior to the effective date of the convenience termination shall continue to be subject to and resolved in accordance with the rules (contractual or legal, express or implied) in effect prior to the termination. The convenience termination will not convert this Contract into a cost reimbursement contract.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions to the extent permitted by the Legal Requirements:

Vangie Garcia, Deputy Public Works Director, City of Redmond

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.3 of the General Conditions to the extent permitted by the Legal Requirements:

Diana Brown, Vice President, OAC Services, Inc

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed in the table in Section 10.3 below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.7.2 of the General Conditions.

10.2.2 Design-Builder designates the individual listed in the table in Section 10.3 below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions.

10.3 Key Personnel. Design-Builder has been selected for this Project based on not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key personnel it intends to employ to perform the Work. Design-Builder agrees to provide all professional personnel necessary, at adequate staffing levels, to perform the required services under this Contract, including the key personnel identified below:

Position Title	**Name of Individual**
Design Build Project Director	Joe Nielsen
Project Manager	Duncan Howard
Design Partner in Charge	Sian Roberts
Design Lead	Scott Wolf
Design Manager	Claire Rennhack
Lead Functional Planner	Jared Weismantel
Superintendent	Larry Alar
Estimator	Julianna Plant

These key personnel, all of whom were named in Design-Builder's proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be assigned to the Project. Except in the event of the death of the employee or their termination of employment with Design-Builder, these key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Owner in its sole discretion.

In the event Design-Builder proposes to substitute any of the key personnel due to death or employment termination, the individual(s) proposed must demonstrate the qualifications indicated in the Request for Proposals for their respective role(s), and experience as required to successfully perform such duties. Owner shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the Project. Design-Builder will remove from the Project any personnel assigned to the Project if, after the matter has been thoroughly considered by Owner and Design-Builder, Owner considers such removal necessary and in the best interest of the Project, and Owner so notifies Design-Builder in writing and allows a reasonable period for the transition to different personnel.

10.4 Key Firms. Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the key firms it intends to engage to perform the Work. Design-Builder agrees to engage such firms to perform the required services under this Contract, including the key firms identified below:

Firm	Role
Miller Hull Partnership	Design
Stantec	Maintenance and Operation Center Planning

These key firms, all of whom were named in Design-Builder proposal submitted in response to the Owner's Request for Qualifications and Proposals for the Project, will be engaged on the Project. These key firms shall be engaged for the complete scope identified in the Design-Builder's proposal. In the event Design-Builder proposes to substitute any of the key firms, Design-Builder shall demonstrate that the replacement firm possesses sufficient qualifications to perform the Work in question. Owner shall have the sole right to determine whether key firm proposed as substitutes is qualified to work on the Project.

Article 11

Bonds and Insurance

11.1 Design-Builder's Insurance

Unless a longer period of coverage is specified elsewhere in this Contract, prior to commencing Work, Design-Builder shall obtain at its sole expense and keep in force the following insurance coverages for a period of 365 days from Substantial Completion of all Work with insurance companies approved by the State Insurance Commissioner pursuant to Title 48 RCW.

All policies will name the Owner, its officers, officials, employees, and agents as additional insureds, except for the Design-Builder's Professional Liability policy and workers' compensation. The insurance provided must be with an insurance company with a rating of A: VIII or higher in the A.M. Best's Key Rating Guide or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII., which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). Owner reserves the right to approve the security of the insurance provided, the company, terms and coverage, the certificates of insurance, and endorsements and reserves the right to obtain complete copies of all policies from Design-Builder upon request.

11.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner shall be provided 45 days written notice of cancellation. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect Design-Builder. Neither Owner's specification nor approval of the insurance in this Contract, nor of its amount, nor providing coverage in these stated minimum limits shall be construed to relieve Design-Builder from liability more than such limits. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Design-Builder may, at its expense, purchase larger coverage amounts.

The cost of any claim payments falling within the deductible shall be the sole responsibility of Design-Builder. Design-Builder's insurance shall be primary and non-contributory as respects the Owner, and any self-insurance or any other insurance maintained by Owner shall be excess and not contributing insurance with the Design-Builder's insurance. The Design-Builder's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability. Design-Builder shall submit, upon execution of this Contract, Certificates of Insurance and additional insured endorsements acceptable to Owner as evidence of all insurance required herein:

11.1.1.1 Commercial General Liability Insurance. A policy of Commercial General Liability Insurance on an industry standard insurance occurrence form: (CG 00 01) or equivalent, with limits of at least $1,000,000 per occurrence / $2,000,000 aggregate, including all coverage known as:

Per Project Aggregate endorsement (CG2503)

Premises/Operations Liability

Products/Completed Operations—for a period of six years following Substantial Completion

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap or Employers Contingent Liability

The CGL insurance shall not exclude XCU or subsidence perils

11.1.1.2 Employers Liability:

(1) $1,000,000 Each Accident

(2) $1,000,000 Disease - Policy Limit

(3) $1,000,000 Disease - Each Employee

11.1.1.3 Excess or Umbrella Liability. $10 million per occurrence and aggregate in excess of the primary CGL during construction and with Products/Completed Operations coverage for a period of six (6) years following Substantial Completion.

11.1.1.4 Automobile. Commercial Automobile Liability with a combined single limit of not less than $5,000,000 for each accident and including coverage for transportation of pollutants. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

11.1.1.5 Contractors Pollution Liability. A policy providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Design-Builder's work or operations for others; from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos. Such Pollution Liability policy shall provide at least $5,000,000 per occurrence coverage for Bodily Injury and Property Damage. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11.1.1.6 Design-Builder's Professional Liability.

(1) The Design-Builder's Design Consultant and Engineer will maintain for at least six (6)

years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than $10,000,000 per claim and annual aggregate (deductible of up to $150,000 permitted).

(2) The Design Sub-Consultants, and any other Subcontractor (including subcontractors of any tier) performing design services will maintain for at least six (6) years after Substantial Completion Professional Liability/Errors and Omissions Liability insurance in an amount of not less than $2,000,000 per claim and annual aggregate (deductible of up to $150,000 permitted).

(3) All parties required to procure and maintain insurance under this Section 11.1.1.6 (the "Insured Parties") shall promptly notify Owner of any material changes to, interruption of, or termination of this insurance, and will immediately procure replacement coverage. The Insured Parties either maintain active policy coverage, or an extended reporting period, providing coverage for claims first made and reported to the insurance company within six (6) years of Substantial Completion or termination of the Work under this Contract, whichever occurs first. Owner may modify these insurance requirements for certain entities, on a case-by-case basis, by providing written agreement of such modifications.

(4) If this policy is issued on a claims-made basis:

a) The retroactive date must be shared and this date must be before the execution date of the contract or the beginning of contract work.

b) Insurance must be maintained and evidence of insurance must be provided for at least six (6) years after completion of contract work.

c) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of six (6) years after completion of contract work.

d) A copy of the claims reporting requirements must be submitted to the Entity for review.

11.1.1.7 Worker's Compensation. Worker's Compensation coverage, as required by RCW Title 51. If Design-Builder is qualified as a self-insurer in accordance with RCW 51.14, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

11.1.1.8 Builder's Risk. Prior to the start of any construction work the Design-Builder shall procure and maintain during the life of the Contract, or until acceptance of the project by Owner, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft, and if applicable, off-site storage and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof and include earthquake and flood. The policy shall include coverage for cost of making good for faulty workmanship and defective design (Leg 3 endorsement), and be endorsed to cover the interests, as they may appear, of Owner, Design-Builder, Subcontractor, and Subcontractors of all tiers with Owner and Subcontractors listed as a Named Insured. In the event of a loss to any or all the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Contract and acceptance of the project by Owner, the Design-Builder shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the Design-Builder or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

11.1.2 Self-Insurance. At its sole option and in its sole discretion, Owner may accept Design-Builder's self-insurance for liability coverage in lieu of insurance from a commercial insurer. Design-Builder must provide a letter from its Corporate Risk Manager or appropriate Finance Officer representing and warranting the following minimum information: whether the self-insurance program is actuarially funded; the fund limits; any excess declaration pages to meet the contract requirements; a description of how Design-Builder would protect and defend Owner as an Additional Insured in their Self-Insured layer; and claims-handling directions in the event of a claim. Any amounts due to, sought by, or paid to third party claimants shall be the sole responsibility of Design-Builder, irrespective of whether such amount falls wholly within the level or amount of Design-Builder's self-insured retention.

11.1.3 Waiver of Subrogation. Design-Builder and Owner waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent of proceeds paid by the Builder's Risk insurance or other property insurance obtained pursuant to the Contract Documents. The policies shall provide such waivers by endorsement or otherwise.

11.1.4 Design-Build Exclusions. Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in this Contract. Design-Builder's liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

11.1.6 Subcontractors (at any tier). Design-Builder shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Design-Builder-provided insurance as set forth herein. Design-Builder shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Design-Builder shall also cause each Subcontractor to include Owner, its officers, officials, employees, and agents as additional insureds under each Subcontractor's Commercial General Liability and Commercial Automobile Liability policies.

11.2 Performance and Payment Bond. Design-Builder shall secure from a surety company acceptable to Owner, admitted and licensed in the State of Washington, and shall pay for performance and payment bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the GMP plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." The bond shall be on a form provided by Owner. The bond must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond shall exceed the underwriting limitations for the respective surety specified in Circular 570. Said bonds shall meet all requirements of RCW 39.08 and shall also be issued by a surety with an A.M. Best rating of A/IX or better. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/VIII or better. The scope of the bond or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of Design-Builder to Owner as set forth herein. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The bond shall cover all Change Orders without further consent from the surety.

Article 12

Other Provisions

12.1 Contract Exhibits. The Exhibits to this Contract, incorporated herein by reference, are as follows:

Exhibit A Owner Provided Information

Exhibit B Owner's Initial Project Program and Overview

Exhibit C Validation Phase Work

Exhibit D Phase 1 Work (to be incorporated via Contract amendment)

Exhibit E Work Included in Construction General Conditions

Exhibit F Equipment Rate Schedule (to be incorporated via Contract amendment)

12.2 CPARB Reporting. Design-Builder shall provide Owner and, if requested, the Capital Projects Advisory Review Board ("CPARB") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10 RCW and the requirements of CPARB.

12.3 Subcontractor Reporting. Design-Builder shall submit plans for subcontracting, apprentices, and inclusion of underutilized firms as subcontractors and suppliers as requested by Owner. Design-Builder shall track and provide Owner and the Office of Minority and Women's Business Enterprises ("OMWBE") any project information required to be submitted by the Design-Builder in accordance with the provisions of Chapter 39.10, 39.12, or similar RCW and as requested by OMWBE.

12.4 Apprenticeship.

12.4.1 Pursuant to RCW 39.04.320, Design-Builder shall cause fifteen percent or more of project Labor Hours to be performed by Apprentices (the "Apprentice Utilization Requirement") unless Good Faith Efforts are accepted. Design-Builder shall not be required to exceed the Apprentice Utilization Requirement as established herein.

12.4.2 Apprentice hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

12.4.3 "Labor hours" for purposes of this Section 12.4 means the total hours of workers receiving an hourly wage who are directly employed on the Project site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of Chapter 39.12 RCW.

12.4.4 During the term of this Contract, Owner may adjust the Apprentice Utilization Requirement upon its finding or determination of Design-Builder's good faith effort ("Good Faith Effort") to meet the Apprentice Utilization Requirement that includes:

12.4.4.1 A demonstration of lack of availability of apprentices in the geographic area of the Project;

12.4.4.2 A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprentice participation;

12.4.4.3 Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;

12.4.4.4 Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;

12.4.4.5 The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or

12.4.4.6 Other criteria Owner deems appropriate, which are subject to review by the office of the Governor.

12.4.5 Design-Builder shall report apprentice participation to Owner at least quarterly, on forms provided or approved by Owner. In addition, copies of quarterly certified payroll records may be requested to document the goal. The reports will include:

12.4.5.1 The name of the Project;

12.4.5.2 The dollar value of the Project;

12.4.5.3 The date of the Contractor's notice to proceed;

12.4.5.4 The name of each apprentice and apprentice registration number;

12.4.5.5 The number of apprentices and labor hours worked by them, categorized by trade or craft;

12.4.5.6 The number of journey level workers and labor hours worked by them, categorized by trade or craft; and

12.4.5.7 The number, type, and rationale for the exceptions granted.

12.4.6 Incentive. Owner will pay Design-Builder $5,000 with the Final Payment for meeting the Apprentice Utilization Requirement without adjustment(s) for Good Faith Efforts.

12.4.7. Penalty. The Owner will assess a penalty for Design-Builder's failure to meet Apprentice Utilization Requirement (as adjusted by Good Faith Efforts approved by the Owner) as calculated below. Apprenticeship hours will be measured for each hour of work performed by an apprentice as shown on the quarterly reports, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. The penalty will be calculated on an hourly basis as follows, and deducted from the Final Payment:

Percent of requirement met	Penalty per hour of unmet requirement
100%	$0.00
90% to 99%	$2.00
75% to 89%	$3.50
50% to 74%	$5.00
1% to 49%	$7.50

12.5 Notices. All notices required to be given by any party to the other party under this Contract shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses as follows. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

Owner:

Vangie Garcia, PE, PMP, Deputy Public Works Director

Design-Builder:

Duncan Howard, Project Manager

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given seventy-two (72) hours after the date of dispatch: all other notices shall be deemed to have been given upon receipt.

* *

In executing this Contract, Design-Builder declares under penalty of perjury under the law of Washington and in accordance with RCW 39.04.350(2) that within the three-year period immediately preceding the date of the Request for Qualifications issued in this matter, it has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

OWNER:	**DESIGN-BUILDER:**
	_____ *(Name of Design-Builder)*
_____ *(Signature)*	_____ *(Signature)*
	_____ *(Printed Name)*
	_____ *(Title)*
Date: _____	Date: _____

Exhibit A

Owner Provided Information

Link to the City of Redmond's Sharepoint site: Design Background and Studies

Item	Title	Dated
1	**Survey**	
a	Topo Survey	11/16/1995
b	PSE Map	7/4/2025
c	Site Plan with Easements (pdf & DWG)	No Date
d	COR PD Drone Photo folders	8/7/2025
e	MOC Drone Video	8/7/2025

2	**Good Faith Survey (All Buildings)**	2015
a	MOC Bldg 1 folder	
b	MOC Bldg 10 Folder	
c	MOC Bldg 11 folder	
d	MOC Bldg 12 Folder	
e	MOC bldg 2 Folder	
f	MOC Bldg 3 folder	
g	MOC Bldg 4 folder	
h	MOC Bldg 5 folder	
i	MOC Bldg 6 folder	
j	MOC Bldg 7 folder	
k	MOC Bldg 8 folder	
l	MOC Bldg 9 folder	
m	Trinity bldg	

3	**Title Reports**	
a	Exhibit A - Legal Description	No Date
b	Commitment for Title Insurance	5/17/2023
c	Trinity Building - Title Report After Purchase	5/1/2007
d	Trinity Building - Title Report Prior to Purchase	5/1/2007
4	**Underground Fuel Tank Decommissioning Report**	3/15/2024

5	**Facility Condition Assessment**	3/10/2014

Item	Title	Dated
6	**Geotechnical Report**	
a	Master Plan Soils Report	7/10/2023
b	Draft Master Plan Soils Report	7/7/2023
c	Proposed Maintenance Operations Facility	6/27/1996
d	Report of Environmental Services Surface Contamination Assessment and Remedial Excavation Monitoring Sajasa Construction Property	12/5/1996
e	Report of Supplemental Environmental Services Excavation Monitoring Former HOS Brothers Facility	6/12/1997
f	Soil Remediation Monitoring HOS Brothers' Site	11/8/1994
g	Geotech Eng. Services - Education Hill Booster Pump Station	2/9/1996
h	Excavation Monitoring	6/12/1997
i	Ground Water Monitoring	7/6/1995
j	Ground Water Monitoring	10/6/1995
k	Ground Water Monitoring	12/8/1995
l	Phase 1/Phase II Env Site Assessment	10/4/1994
m	Fuel Tank Assessment Services	9/16/1994
n	Geotech Eng. Services - City of Redmond MOC Improvements	7/10/2023
o	Summer 2023 Groundwater Monitoring Results	11/3/2023
p	Summer 2024 Groundwater Monitoring Results	10/28/2024
q	Winter 2023 Groundwater Monitoring Results	4/28/2023
r	Winter 2024 Groundwater Monitoring Results	5/9/2024
s	Winter 2025 Groundwater Monitoring Results	4/24/2025
t	Env. Serv. Surface Contamination Assess. and Remedial Excav. Monitoring	12/5/1995
u	Geotech Eng Services - Proposed MOC	6/27/1996

7	**Existing Record Drawings**	
a	MOC Expansion Drawings	1/17/2000
b	Trinity Building	1/2/2018
c	Decant Facility	9/19/2014
d	Civil Plan v.5	6/25/2020

8	**Environmental Site Assessment**	
a	Phase 1 ESA	8/8/2023

9	**SCADA**	
a	Control and Telemetry Phase 4 project charter	7/8/2025
b	Control and Telemetry Phase 4 project schedule	6/30/2025
c	Fiber from City Hall to MOC Bldg	No Date
d	MOC informational Early coordination on SCADA and Tech planning	7/14/2025
e	MOC TIS Mtg	2/26/2025
f	SCADA move Initial Discovery	2/22/2025

Item	Title	Dated
10	**Dispersed Operations**	
a	City Controlled Property Primary use 34x44	No Date
b	MOC Dispersed Op Mtg 8-5-2025	8/5/2025
c	Redmond City Hall Space Planning Existing and proposed plans	5/30/2024
d	Redmond City Hall Seating Cahart 2025	5/30/2024

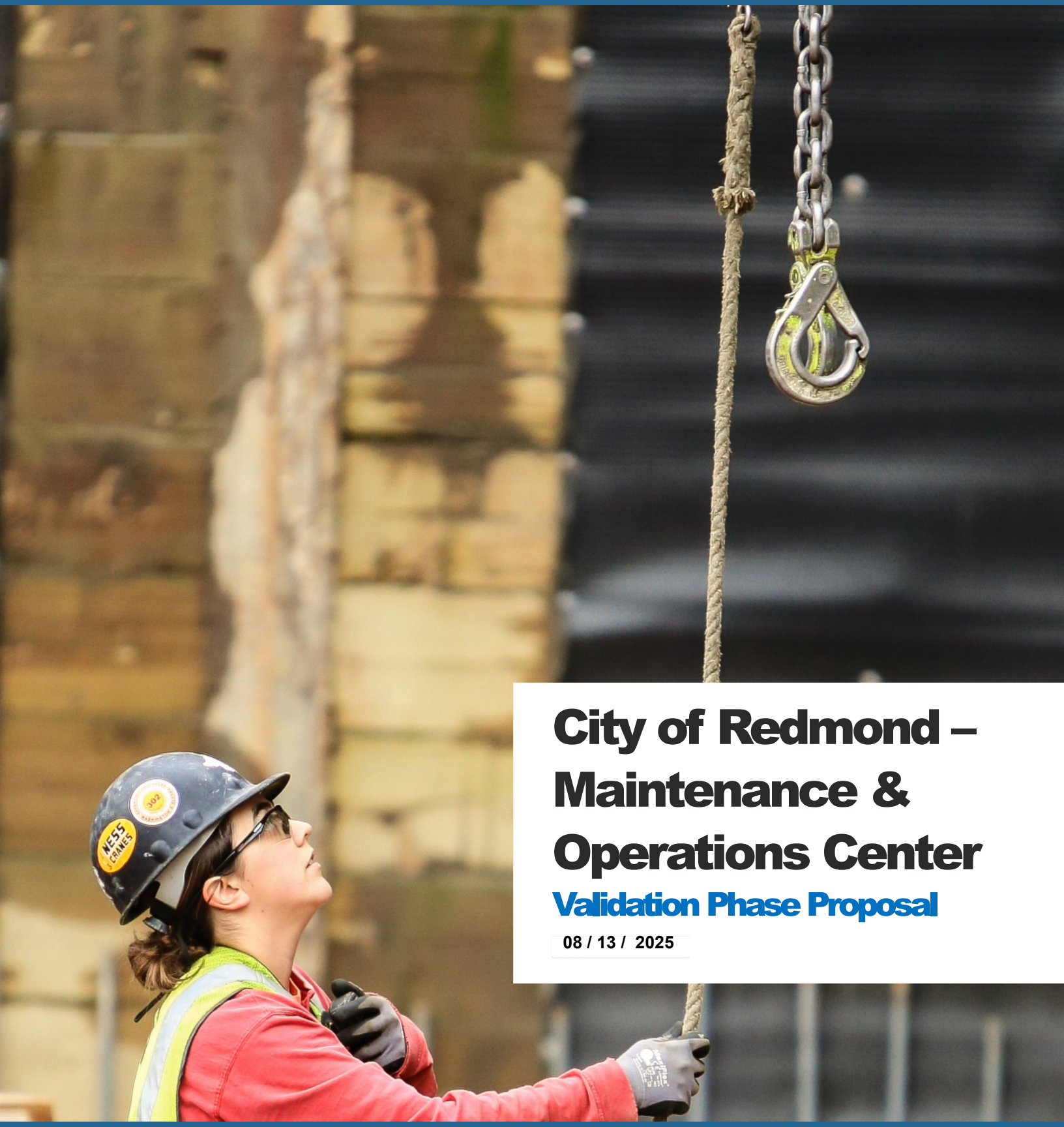
Exhibit B

Owner's Initial Project Program and Overview

Link to the City of Redmond's Sharepoint site: Masterplan Final Report

Exhibit C

Validation Phase Work



City of Redmond – Maintenance & Operations Center

Validation Phase Proposal

08 / 13 / 2025

LEASE CRUTCHER Lewis | MILLER HULL | tantec

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SCOPE NARRATIVE & TASK SUMMARY

1. Scope Narrative & Task Summary

Scope of Work

This section details the Scope and Task descriptions of the Validation Phase.

1. **Teaming**

   Approach development, procurement and selection of key subconsultants and subcontractors in partnership with the City. Perform initial team building and chartering activities, inclusive of teaming with City of Redmond and OAC personnel. Assemble and present selection process to the City for review, input and participation as appropriate.

   Deliverables:

   - Procurement/Selection of key team members, including:
     - Geotechnical Consultant (Step 1)
     - Environmental Permitting Consultant (Step 1)
     - Civil Engineer (Step 2)
     - Structural Engineer (Step 2)
     - Design-Build Mechanical/Plumbing Trade Partner (Step 2)
     - Design-Build Electrical Trade Partner (Step 2)
     - Design-Build Fire Protection partner (Step 2)
   - Project charter
   - Project Procurement Plan including MWBE and apprentice utilization
   - Onboarding of key consultants during Validation

2. **Site Investigation**

   Evaluate owner provided site information. Draft work plans to identify and schedule future investigations needed in Phase 1. Review client-provided groundwater monitoring and diesel UST site assessment and decommissioning reports to inform further site investigations. Perform registered site land survey. Coordinate with client to arrange soil contamination assessment and site mapping. Conduct initial site work and investigations to obtain information to minimize risks and refine design assumptions.

   Deliverables:

   - Phase 2 Geotechnical Assessment
   - Geotechnical Report
   - Site survey
   - Potholing and other site investigations associated with Geotechnical assessment
   - Potholing for utilities as determined appropriate and as coordinated with OAC and City of Redmond to minimize impacts during ongoing site operations

3. **Dispersed Operations Approach**

Develop 3-4 differentiated dispersed operations approaches utilizing existing and/or new buildings and/or sites. Provide high level schedule, pricing, and key considerations to compare to support confirmation of approach/siting in conjunction with Master Plan validation activities identified in Task 4. Key considerations to include evaluation of site access, circulation, building configuration, material storage, fleet storage and fueling, proximity to and compatibility with existing data collection, and employee parking/commuting. Confirm details of current operations, identify critical functions and subsequent temporary solutions, evaluate how existing buildings and operations may be impacted or require modifications to key systems such as MEPF in order to support continued program function, depending on dispersed operation approach. Using client-provided preliminary information regarding the space needs of various user groups as a basis, evaluate space needs for each dispersed operations approach. Evaluation of new sites identified by the City. Results are to be presented in a "choosing by advantages" format to support more targeted exploration of one approach based on these factors, real estate availability, and Executive Committee/Council feedback (see Task 5 for further information).

Deliverables

- Phasing Workshops with stakeholders and end users
- Desktop Review of Dispersed Program Summary of Alternate Sites
- Dispersed Operations Options Report outlining key findings and recommendations

4. **Master Plan Validation**

Validation of site-independent characteristics of Master Plan program to align project cost, schedule, and quality expectations. Examples of these independent characteristics include office and maintenance program, fleet transition planning, fleet storage, storage consolidation and capacity for the future Maintenance and operations Center, and interaction of MEPF with desired structural systems. Other specific DB team efforts include:

- Review and provide gap analysis of owner provided Fleet Transition plan and recommended equipment lists, infrastructure requirements, and transition related design input. This effort includes outreach to the AHJ to support feasibility evaluation of future electrical capacity on existing site as well as other alternative sites identified.
- Review and validation of project sustainability goals that align with the City's current Sustainability Action Plan based on the foundational sustainability work completed in the Master Plan, including evaluation of sustainability accreditation systems (ex: LEED) and levels of available accreditation within appropriate systems to support project targets to be further developed in Phase 1 .
- Re-evaluation of addition of fire fleet maintenance to master plan program and impacts to project overall program, scope, schedule, and budget.

- Review of contemporary technology/network/SCADA upgrades to plan for subsequent programmatic incorporation in Phase I design development

This effort is to be performed in conjunction with Task 3 to allow comparison of site-specific needs as a consideration in Task 3 and the subsequent work in Task 5. See Tasks 6, 7, and 8 for specific tools/efforts used in support of validating program elements.

Deliverables:

- Program Summary Report
- Space Needs Program Validation Summary
- Fleet Transition Plan Review
- Sustainability Approach Review

5. Preferred Option Detailed Development

Refinement and Basis of Design Development for the preferred Phasing Strategy and Dispersed Operations Approach. Validation and refinement of the Space Needs Plan and Conceptual Site Approach established in the Masterplan based on the selected phasing and dispersed operation approach.

Deliverables

- Basis of Design Report

6. Permitting Strategy

Conduct permitting research and outreach to identify Authorities Having Jurisdiction, required permits, identify responsible parties to lead permitting activities and develop overall permitting strategy. Conduct integrated pull planning sessions to identify critical path permitting schedule drivers.

Deliverables

- Comprehensive Permitting Plan
- Level of Detail Matrix
- AHJ Early Engagement Meetings and Outreach

7. Budget Validation

Develop benchmarking cost information, systems evaluation, and project budget integrative with scope and schedule. This includes:

- Identification and data analysis of relevant benchmark facilities and systems to provide relevant completed construction cost information for analogous systems of comparable quality targets.
- Determination of appropriate systems ranges corresponding to fulfillment of project goals within fixed project budget, as well as identification of funding gaps to aspirational goals.
- Identification of relevant system options corresponding to differing levels of investment and weighing cost, schedule, quality, and performance outcomes of the associated system.
- Development, presentation, and interaction with client on dashboards articulating system target investment options to facilitate scope/budget alignment and shared understanding across project team and client.
- Determination of project Final Target Cost.

Deliverables:

- Facilities and Systems Benchmarking
- Systems Option Evaluation
- Project Budget

8. Schedule

Develop a schedule to align budget and scope explorations, integrating design durations, permitting activities, and key tasks/milestones. Utilize key trade partner feedback to inform sequencing of trades in a manner that supports overall facility function and design intent. This task will be an ongoing activity for the duration of the Validation phase.

Deliverables:

- Project Schedule

9. Validation Report

Production and compilation of Validation Report to summarize and record findings of the Validation Effort, memorializing project definition and aligned scope, schedule, and budget.

Deliverables:

- Validation Report *(refer to Section 7 of this proposal for a detailed Table of Contents outlining typical inclusions)*

10. Project Startup and Management

Project Setup and ongoing Administration efforts. Identification and establishment of project specific tools and communication protocols to inform stakeholders, document progress, record decisions, and summarize research and findings. Integration and transition of City of Redmond/OAC SharePoint site materials and record documentation onto DB team platform(s). Develop and maintain document controls and management.

Deliverables:

- Contracts
- Communication Plans
- Project Tools including documentation formats, informational dashboards, and/or status updates
- BIM Management Plan
    - Includes input from design-build trade partners to establish aligned approach to systems coordination and rules for conflict resolution within detailing.
- Ongoing Risk Identification and Mitigation Log
- Ongoing Decision Log

11. Meetings and Presentations

Ongoing efforts include administration, attendance, preparation and recording of meetings and presentations. Generate collateral and presentation production materials to support effective meetings, presentations, and project advancement. This also includes prompt dissemination of meeting minutes and outcomes to the team and relevant project stakeholders.

Deliverables include:

- Council meetings
- Executive Committee Meetings
- Senior Management Team Meetings
- Project Management Team Meetings
- Project Working Team Meetings
- Project Meetings
- Meeting Matrix to communicate decision-making schedule

BUDGET SUMMARY

LEASE CRUTCHER Lewis

Project: Redmond Maintenance & Operations Center — **Validation**
Architect: Miller Hull Partnership — **08.11.25**

#	Summary System 08.11.25		Redmond MOC - Validation - NTP Date 9/2/2025	
			Validation Cost	Total Cost
00	Design		3,056,355	3,056,355
01	General Conditions		782,218	782,218
02	Demolition			-
03	Site		250,000	250,000
04	Structure			-
05	Exterior Wall			-
06	Roofing \ Waterproofing			-
07	Interior Construction			-
08	Vertical Transportation			-
09	HVAC		130,000	130,000
10	Plumbing		120,000	120,000
11	Fire Sprinklers		50,000	50,000
12	Electrical		350,000	350,000
13	Construction Support		-	-
	Subtotal		**4,738,573**	**4,738,573**
	PL/PD Insurance (included in fee)		0	0
	SDI / Subcontractor Bonds	1.223%	11,985	11,985
	Contractor's Contingency	2.5% - 5%	-	-
	yment & Performance Bond (included in fee)		0	0
	Fee	4.70%	223,276	223,276
	Budget Subtotal		**4,973,834**	**4,973,834**
	Scope Coordination Contingency		0	-
	Escalation		-	-
	Budget Subtotal		**4,973,834**	**4,973,834**
	State B&O Tax* (Avg. 0.471% 2024 & 0.5% in 2025)	0.486%	24,291	24,291
	Builder's Risk* (TBD)		-	-
	***Pass Through Costs**			
	BUDGET TOTAL		**4,998,125**	**4,998,125**
	WSST	10.40%	**519,805**	**519,805**
	BUDGET TOTAL WITH WSST		**5,517,930**	**5,517,930**

ESTIMATE DETAIL

LEASE CRUTCHER LEWIS | MILLER HULL | Stantec

Item	Description	Takeoff Qty		Unit Cost	Amount
00.000	**Design**				
00.100	**Design**				
01	Geotechnical Engineer	1.00	alw	225,000.00 / alw	225,000
01	Industrial Systems Engineer - Stantec	1.00	nte	553,400.00 /nte	553,400
01	Civil Engineer - Primary	1.00	alw	200,000.00 / alw	200,000
01	Structural Engineer - Primary	1.00	alw	100,000.00 / alw	100,000
01	Architect - Miller Hull	1.00	nte	1,337,955.00 /nte	1,337,955
01	Means & Methods Engineering	1.00	alw	15,000.00 / alw	15,000
01	Environmental Consultant	1.00	alw	120,000.00 /alw	120,000
01	Traffic Consultant	1.00	alw	75,000.00 /alw	75,000
01	Structural Engineer - Dispersed Operations	1.00	alw	50,000.00 / alw	50,000
01	Civil Engineer - Dispersed Operations	1.00	alw	50,000.00 / alw	50,000
01	Licensed Survey	1.00	alw	80,000.00 /alw	80,000
01	Design Services Management Reserve	1.00	alw	250,000.00 /alw	250,000
	Design				***$3,056,355***
	Design				***$3,056,355***
01.000	**General Conditions**				
01.001	**Add-on Related**				
05	Retainage Bond	0.00	ls	0.00 / ls	0
	Add-on Related				***$0***
01.010	**Job Staff & Support**				
03	Director	32.00	wks	1,136.97 /wks	36,383
03	VP Project Delivery	10.00	wks	227.40 /wks	2,274
04	Senior Project Manager	32.00	wks	4,547.89 /wks	145,532
04	Senior Precon Estimator	32.00	wks	3,638.31 /wks	116,426
05	Misc Estimating Support	4.00	wks	1,705.46 /wks	6,822
05	Chief Estimator	6.00	wks	909.58 /wks	5,457
06	Design Construction Integrator	7.00	wks	568.49 /wks	3,979
06	MEP specialist	3.00	wks	568.48 /wks	1,705
06	Project Controls	2.00	wks	1,136.98 /wks	2,274
10	Sr Superintendent	30.00	wks	909.58 /wks	27,287
11	Superintendent	30.00	wks	454.79 /wks	13,644
13	Employee Parking (per employee)	5,903.00	hrs	1.44 /hrs	8,500
24	Project Administration	1.00	ls	899.67 /ls	900
25	Project Coordinator	32.00	wks	454.79 /wks	14,553
35	VDC Support	18.00	wks	1,569.02 /wks	28,242
35	Project Manager	30.00	wks	4,547.89 /wks	136,437
35	Project Engineer	30.00	wks	4,547.89 /wks	136,437
58	Peer Facility Site Visits	1.00	alw	10,000.00 /alw	10,000
58	Management Travel	2,942.00	hrs	4.62 /hrs	13,592
63	Teaming Activities	1.00	alw	15,000.00 /alw	15,000
63	Public Relations	1.00	ls	3,000.00 /ls	3,000
66	Postage	7.00	mos	100.00 /mos	700
70	Blueprint/Reproduction Costs	7.00	mos	500.00 /mos	3,500
74	Photographs - Aerial	1.00	ls	750.00 /ls	750
76	Safety Director Review	28.00	wks	272.87 /wks	7,640

Item	Description	Takeoff Qty		Unit Cost		Amount
	Job Staff & Support					***$741,036***
01.020	**Equipment and Supplies**					
10	Office Supplies & Expendables	7.00	mos	500.00	/mos	3,500
70	Pick Up Trucks	425.00	hrs	8.08	/hrs	3,434
85	Gas/Oil/Lubricants	425.00	hrs	2.89	/hrs	1,228
	Equipment and Supplies					***$8,162***
01.040	**Office Equipment**					
40	Cell Phones	7.00	mos	583.51	/mos	4,085
60	Computers	7.00	mos	562.47	/mos	3,937
110	Software	7.00	mos	2,588.83	/mos	18,122
110	Software - VDC	7.00	mos	118.26	/mos	828
120	Project Management System	1.00	ls	6,047.74	/ls	6,048
130	Office Equipment One-Time Setup Charge	0.00	ls	0.00	/ls	0
	Office Equipment					***$33,019***
	General Conditions					***$782,218***
03.000	**Sitework**					
03.040	**Stormwater det/treatment**					
02	Water Testing / Monitoring	1.00	alw	75,000.00	/alw	75,000
	Stormwater det/treatment					***$75,000***
03.050	**Utility Relocation**					
10	Pothole Hazardous Materials	1.00	alw	75,000.00	/alw	75,000
10	Pothole Utilities	1.00	alw	100,000.00	/alw	100,000
	Utility Relocation					***$175,000***
	Sitework					***$250,000***
09.000	**HVAC**					
09.300	**HVAC**					
005	Design Build Mechanical - Dispersed Operations	1.00	alw	30,000.00	/alw	30,000
005	Design Build Mechanical - Primary	1.00	alw	100,000.00	/alw	100,000
	HVAC					***$130,000***
	HVAC					***$130,000***
10.000	**Plumbing**					
10.100	**Plumbing**					
005	Design Build Plumbing - Primary	1.00	alw	100,000.00	/alw	100,000
005	Design Build Plumbing - Dispersed Operations	1.00	alw	20,000.00	/alw	20,000

Item	Description	Takeoff Qty		Unit Cost		Amount
	Plumbing					***$120,000***
	Plumbing					***$120,000***
11.000	**Fire Sprinklers**					
11.100	**Fire Sprinklers**					
001	Design Build Fire Sprinklers - Dispersed Operations	1.00	alw	15,000.00	/alw	15,000
001	Design Build Fire Sprinklers - Primary	1.00	alw	35,000.00	/alw	35,000
	Fire Sprinklers					***$50,000***
	Fire Sprinklers					***$50,000***
12.000	**Electrical**					
12.001	**Electrical Subcontract**					
005	Design Build Electrical - Primary	1.00	alw	275,000.00	/alw	275,000
005	Design Build Electrical - Dispersed Operations	1.00	alw	75,000.00	/alw	75,000
	Electrical Subcontract					***$350,000***
	Electrical					***$350,000***

City of Redmond Maintenance and Operations Center

Date: July 30, 2025

Validation Phase Fee Proposal

DURATION: 32.0 weeks / 7.0 months	MILLER HULL								STANTEC						TOTALS
MAJOR ACTIVITIES / HOURS	**Sian Roberts** Partner in Charge	**Scott Wolf** Design Lead	**Claire Rennhack** Design PM	**Steve Doub** Specs / QAQM	**Tets Takemoto** Project Architect	**Arch 6 TBD** Project Architect	**April Ng** Staff Architect	**Katherine Martin** Support Architect	**Jared Weismantel** Functional Lead	**Ben Strehlow** Functional Arch	**TBD** Functional Support	**Reb Guthrie** Fueling Infrastructure	**Mark Peckover** Electrical Lead	**Adam Lyons** Mech/Plmg Lead	
TASK 1: TEAMING	32	24	80	0	0	0	0	0	32	40	24	20	20	12	**284**
TASK 2: SITE INVESTIGATIONS	0	4	24	0	40	80	20	40	8	8	0	12	12	4	**252**
TASK 3: INTERIM OPERATIONS	12	60	64	24	220	260	100	220	80	200	120	20	20	10	**1,410**
TASK 4: MASTER PLAN VALIDATION	8	16	32	24	120	140	80	120	20	40	40	4	4	0	**648**
TASK 5: PREFERRED OPTION DETAILED DEVELOPMENT	16	80	96	48	340	380	180	340	120	280	200	60	60	16	**2,216**
TASK 6: PERMITTING STRATEGY	8	8	96	24	80	80	40	80	4	4	0	4	4	4	**436**
TASK 7: BUDGET VALIDATION	12	4	24	4	60	80	40	60	8	20	4	4	4	4	**328**
TASK 8: SCHEDULE	8	4	40	0	44	40	20	44	8	8	0	4	4	4	**228**
TASK 9: VALIDATION REPORT	0	8	16	4	24	40	20	40	32	80	16	16	16	16	**328**
TASK 10: PROJECT STARTUP AND MANAGEMENT	8	8	88	0	40	80	40	0	40	24	0	8	8	8	**352**
TASK 11: MEETINGS	24	40	80	0	56	100	100	80	90	120	24	90	90	40	**934**
															0
TOTALS	**128**	**256**	**640**	**128**	**1,024**	**1,280**	**640**	**1,024**	**442**	**824**	**428**	**242**	**242**	**118**	**7,416**
Avg. Hrs./Wk.	4	8	20	4	32	40	20	32	14	26	13	8	8	4	232
Total Hours	128	256	640	128	1,024	1,280	640	1,024	442	824	428	242	242	118	**7,416**
Avg hours/Week	4	8	20	4	32	40	20	32	14	26	13	8	8	4	**268**
% of Time (40 hr. wk.)	10.00%	20.00%	50.00%	10.00%	80.00%	100.00%	50.00%	80.00%	34.53%	64.38%	33.44%	18.91%	18.91%	9.22%	**669%**
Pay Rate ($/hr.)	$318.00	$318.00	$287.00	$287.00	$246.00	$195.00	$256.00	$185.00	$246.00	$195.00	$181.00	$287.00	$287.00	$234.00	
Subtotal	$40,704	$81,408	$183,680	$36,736	$251,904	$249,600	$163,840	$189,440	$108,732	$160,680	$77,468	$69,454	$69,454	$27,612	**$1,710,712**
Firm Subtotal	**$1,197,312**								**$513,400**						
Anticipated Reimbursable Costs Based on MHP + Subconsultant scope value	$23,457								$40,000						
Subconsultant Markup (10% on Stantec, Civil, Structural, Environmental, and Traffic)	$117,186								$0						
Firm Total	**Miller Hull** **$1,337,955**								**Stantec** **$553,400**						

Notes

Stantec reimbursable costs are based on assuming 6 trips (avg 1/month) during Validation for 3 people for 3-5 days each. This proposal is intended to be conservative to account for travel from MN to WA while accomodating the potential for some travel to need to be booked days in advance, rather than several weeks/months in advance.

For the purpose of this proposal, Miller Hull assumes a 10% markup on Stantec. Per discussion with OAC, the team will proceed with a reduced markup on Stantec to align with the teaming outlined in the RFQ + RFP. The intent of this markup is to assist with cost recovery of actual overhead costs such as B&O and insurance that are incurred through contracting. The team will work with OAC and their auditor to establish and formalize a percentage rate of markup for MHP to apply to Stantec costs to support recovery of these actual costs. This rate is to be formalized in advance of the Phase 1 contract Amendment.

LEASE CRUTCHER LEWIS

Validation Phase Staffing Plan

Project: Redmond MOC

Updated: 7/15/25

| | | | weeks 32 | | | weeks 27 | | | | | | | Contactor NTP | Contract Issued | | | | | Complete Subconsultant | | | | | | | | | | | | | | | | | | Complete Trade Partner | | | | | | | | | | | | | | | | City Council Validation Review / Approval | | Present Dispersed Operations Schedule/Risk Matrix | | | | | | | | | | | | | | | | | | High Level ROM Cost Dispersed Operations Review (4 wk) PEC & Council Update | | | | | | | | | | | | | | | | | | Detailed Dispersed Operations Options (2 ea) Discuss with PEC | | | | | | | | | | | | | | | | | | Detailed Options (2 ea) Recomend to PEC | | | | | | | | | | | | | | | | | | Council Update | | | | | | | | | | | | | | | | | |
|---|---|---

ESTIMATE RATE SHEETS

4. Estimate Rate Sheets

Lease Crutcher Lewis

Based on the contract, our team understands the intent of reimbursable salaried labor costs in the final (GMP) agreement to be based on actual salaried labor cost plus an auditable burden rate tied to the specific project team/crew mix. Therefore, we recommend use of the same approach in the Validation and Phase 1 contract agreements to provide continuity of accounting and auditability for contract costs. We also believe this provides the best value to City of Redmond, since it ties our hourly cost to actuals, rather than escalating a rate to cover future salary actions.

For the purpose of providing an NTE proposal, Lewis has provided a blended average rate and auditable burden based on our current proposed staffing to complete the Validation Phase scope of work.

Miller Hull + Stantec

Similar to the logic above, Miller Hull and Stantec have provided proposals based on current (2025) rates applicable to the Validation Phase only for the roles below. Stantec rates on the following page.

Miller Hull

Category	Rate
Partner	$318
Principal	$287
Senior Associate	$256
Architect 9	$256
Associate	$246
Architect 8	$246
Architect 7	$215
Architect 6	$195
Architect 5	$185
Architect 4	$164
Architect 3	$154
Architect 2	$113
Architect 1	$103

Stantec

Category	Rate
Level 21	$346
Level 20	$327
Level 19	$316
Level 18	$303
Level 17	$297
Level 16	$287
Level 15	$260
Level 14	$246
Level 13	$234
Level 12	$222
Level 11	$211
Level 10	$195
Level 09	$188
Level 08	$181
Level 07	$171
Level 06	$160
Level 05	$156
Level 04	$136
Level 03	$125

CLARIFICATIONS & ASSUMPTIONS

5. Clarifications and Assumptions

The purpose of this document is to identify key clarifications and assumptions relevant to the Lease Crutcher Lewis + Miller Hull + Stantec (DB Team) proposal for the Validation Phase for the Redmond Maintenance and Operations Center project. These include:

1. This proposal is based on being able to meet the key decisions and schedule outlined in Section 6 - Schedule and Exhibit A, “Decision and Approval Process.” inclusive of key real estate listing information needed in order to evaluate dispersed operations. There is some flexibility to decision-making dates to accommodate/synchronize with client decision-making across the EC and Council. If durations are determined to need to extend based on factors outside of DB Team control, the DB Team reserves the right to update this proposal accordingly.
2. This proposal does not account for the added time associated with due diligence site investigations (example – new environmental and geotechnical assessments) associated with the Maintenance and Operations Center being relocated to a new site.
3. This proposal assumes that OAC, City of Redmond, or another appropriate alternate authorized party will provide due diligence information for any alternate sites, including those needed for dispersed operations. The timeline for provision of this information is outlined in Section 6, Validation Schedule.
    a. Note – the DB Team is prepared to provide a crosswalk of functional process requirements to assist with real estate property filtering. The team will need input from the 3rd party Real Estate professional to identify critical filtering information to facilitate DB Team response.
4. Because design contracts are subject to 100% payment at time of service, the cost of a retention bond is included in the cost of the work associated with this proposal.
5. This proposal assumes use of a subcontractor default insurance (SDI) policy in lieu of bonding for coverage of trade partner scope, and is part of the cost of the work.
6. Based on the contract terms presented, our team understands the intent of reimbursable salaried labor costs for the Design-Builder in the GMP agreement to be based on actual salaried labor cost plus an auditable burden rate. Therefore:
    a. Lease Crutcher Lewis costs for staff support in Validation and Phase 1 are assumed to follow this model, rather than a stipulated hourly rate. The cost of salaried staff support is presented as a single average blended hourly rate based on anticipated staffing to inform this NTE proposal. Invoiced amounts will be based on actual hours worked with the specific team member’s actual cost of work plus burden (within the overall contract NTE limits). The burden rate provided as part of this proposal is based on the current anticipated staffing and is anticipated to be revised at subsequent contract Amendments associated with Phase 1 and GMP.

b. Miller Hull and Stantec costs are presented based on current 2025 rates applicable to work performed in the Validation Phase, with rates for future contract phases to be set based on current rates applicable at time of contract amendment execution. These proposals are shown as single line items in the estimate for the purpose of establishing an NTE amount, but are to be billed as hourly NTE agreements.

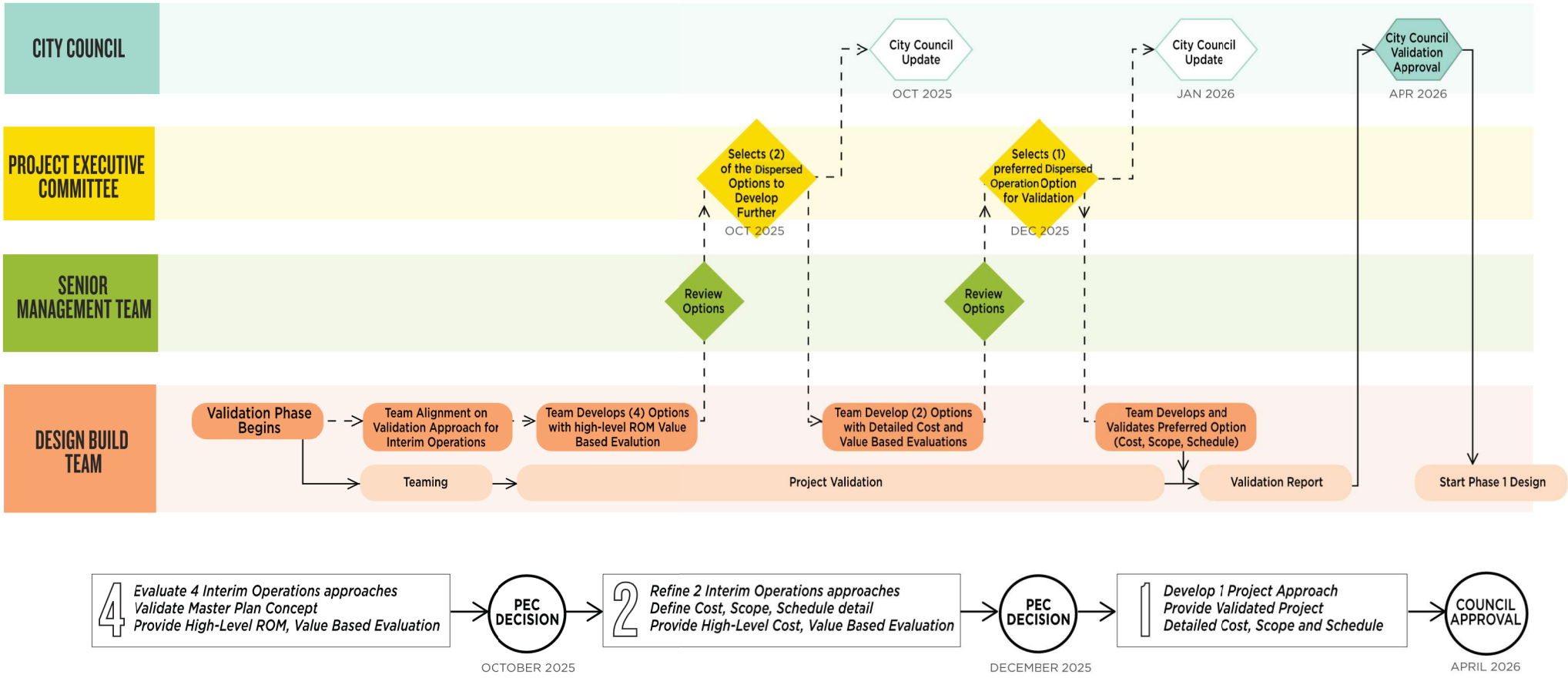
7. It is understood that the Validation Proposal is being issued for a not to exceed amount – any cost savings for this phase of the project are intended to be rolled over to the Phase 1 proposal as part of the project rolling GMP.
8. This proposal assumes direct award for “Step 1” procurements and best value selection for “Step 2” procurements. The DB Team will include City of Redmond and OAC in the selection process.
9. The values identified for subconsultant and trade partner contracts are assumptions to be confirmed during initial teaming.
10. For the purpose of establishing an NTE value, a 10% markup of Stantec’s cost by Miller Hull has been incorporated into the estimate for this proposal. The project team intends to work with OAC and their auditor to establish and formalize a percentage markup on Stantec’s work by Miller Hull that allows cost recovery of actual incurred costs associated with contracting, such as B&O and insurance. This rate applies only to Stantec’s work – all other partners brought on by Miller Hull as subconsultants shall have the typical 10% markup applied.

Exclusions:

1. WSST
2. Construction activities beyond limited geotechnical site assessments
3. Design activities beyond those identified in the Task List
4. Detailed design of any dispersed operations site(s)
5. Builder’s Risk is excluded from this proposal
6. Good Faith, Contaminated Soil, and other Regulated Material assessments, inspections, and reports
7. 3rd Party inspections, inclusive of geotechnical inspections required to be independent performed

EXHIBIT A

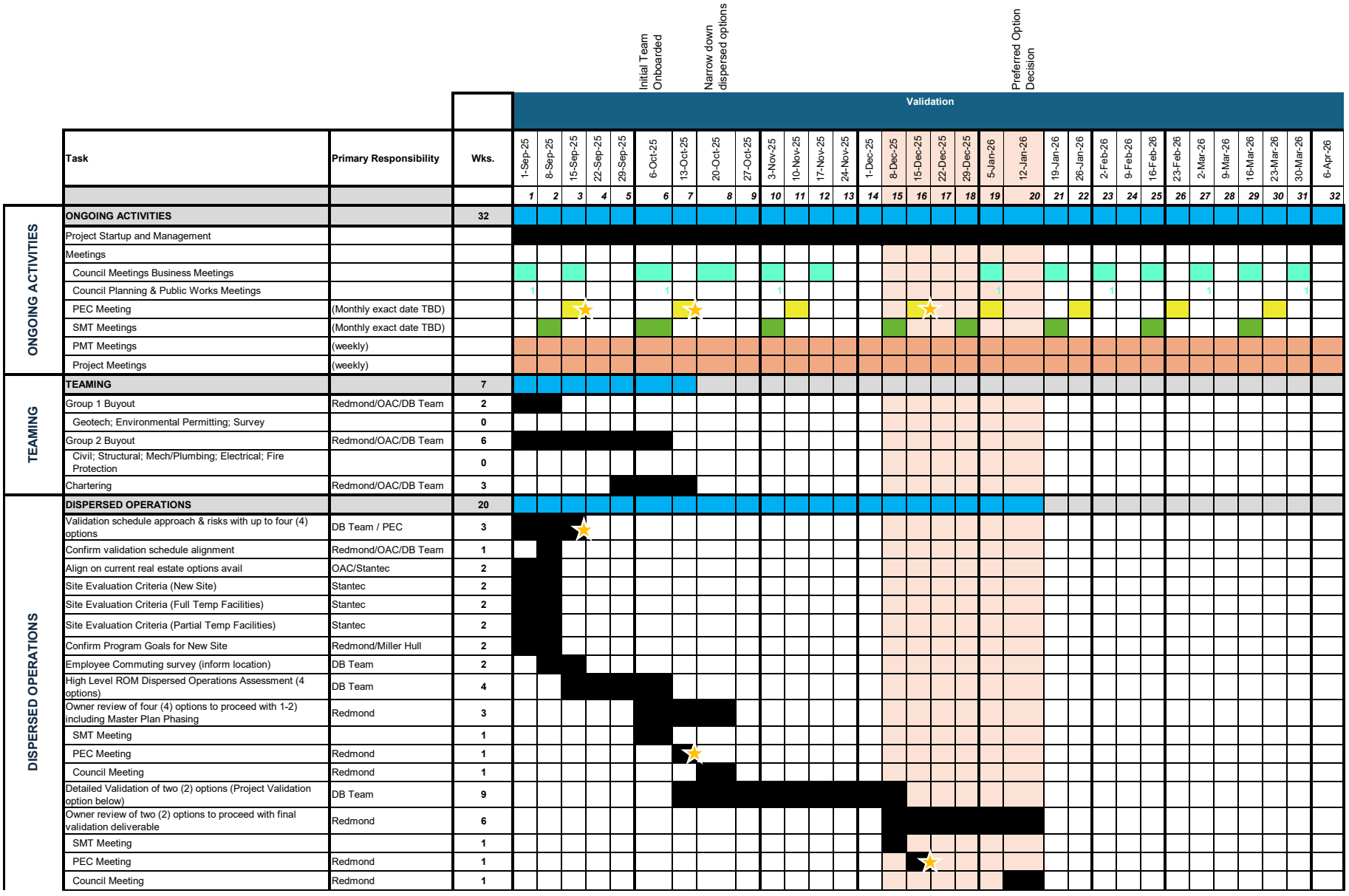
Maintenance and Operations Center - Decision and Approval Process



VALIDATION SCHEDULE

LEASE CRUTCHER Lewis | MILLER HULL | Stantec

Redmond Maintenance & Operations
Validation Schedule



	Task	Primary Responsibility	Wks.	1-Sep-25	8-Sep-25	15-Sep-25	22-Sep-25	29-Sep-25	6-Oct-25	13-Oct-25	20-Oct-25	27-Oct-25	3-Nov-25	10-Nov-25	17-Nov-25	24-Nov-25	1-Dec-25	8-Dec-25	15-Dec-25	22-Dec-25	29-Dec-25	5-Jan-26	12-Jan-26	19-Jan-26	26-Jan-26	2-Feb-26	9-Feb-26	16-Feb-26	23-Feb-26	2-Mar-26	9-Mar-26	16-Mar-26	23-Mar-26	30-Mar-26	6-Apr-26
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
ONGOING ACTIVITIES	**ONGOING ACTIVITIES**		32																															
	Project Startup and Management																																	
	Meetings																																	
	Council Meetings Business Meetings																																	
	Council Planning & Public Works Meetings			1					1				1									1				1				1				1
	PEC Meeting	(Monthly exact date TBD)				★				★									★															
	SMT Meetings	(Monthly exact date TBD)																																
	PMT Meetings	(weekly)																																
	Project Meetings	(weekly)																																
TEAMING	**TEAMING**		7																															
	Group 1 Buyout	Redmond/OAC/DB Team	2																															
	Geotech; Environmental Permitting; Survey		0																															
	Group 2 Buyout	Redmond/OAC/DB Team	6																															
	Civil; Structural; Mech/Plumbing; Electrical; Fire Protection		0																															
	Chartering	Redmond/OAC/DB Team	3																															
DISPERSED OPERATIONS	**DISPERSED OPERATIONS**		20																															
	Validation schedule approach & risks with up to four (4) options	DB Team / PEC	3			★																												
	Confirm validation schedule alignment	Redmond/OAC/DB Team	1																															
	Align on current real estate options avail	OAC/Stantec	2																															
	Site Evaluation Criteria (New Site)	Stantec	2																															
	Site Evaluation Criteria (Full Temp Facilities)	Stantec	2																															
	Site Evaluation Criteria (Partial Temp Facilities)	Stantec	2																															
	Confirm Program Goals for New Site	Redmond/Miller Hull	2																															
	Employee Commuting survey (inform location)	DB Team	2																															
	High Level ROM Dispersed Operations Assessment (4 options)	DB Team	4																															
	Owner review of four (4) options to proceed with 1-2) including Master Plan Phasing	Redmond	3																															
	SMT Meeting		1																															
	PEC Meeting	Redmond	1							★																								
	Council Meeting	Redmond	1																															
	Detailed Validation of two (2) options (Project Validation option below)	DB Team	9																															
	Owner review of two (2) options to proceed with final validation deliverable	Redmond	6																															
	SMT Meeting		1																															
	PEC Meeting	Redmond	1																★															
	Council Meeting	Redmond	1																															

Redmond Maintenance & Operations
Validation Schedule



Initial Team Onboarded

Narrow down dispersed options

Preferred Option Decision

Validation

	Task	Primary Responsibility	Wks.	1-Sep-25	8-Sep-25	15-Sep-25	22-Sep-25	29-Sep-25	6-Oct-25	13-Oct-25	20-Oct-25	27-Oct-25	3-Nov-25	10-Nov-25	17-Nov-25	24-Nov-25	1-Dec-25	8-Dec-25	15-Dec-25	22-Dec-25	29-Dec-25	5-Jan-26	12-Jan-26	19-Jan-26	26-Jan-26	2-Feb-26	9-Feb-26	16-Feb-26	23-Feb-26	2-Mar-26	9-Mar-26	16-Mar-26	23-Mar-26	30-Mar-26	6-Apr-26
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
PROJECT VALIDATION	**PROJECT VALIDATION**		29																															
	Validate Master Plan Project		13																															
	Validating Master Plan Assumptions	DB Team	6																															
	Confirming Program & Scope	DB Team	6																															
	End User Engagement	Stantec	6																															
	Decant Operations	Miller Hull	5																															
	SCADA Asset Maintenance	Miller Hull	4																															
	Site Visits - Operating Facilities		1																															
	Budget Validation	Lewis	26																															
	Facilities Benchmarking	Lewis	6																															
	Systems Benchmarking	Lewis	7																															
	Systems Options Evaluation	Lewis	5																															
	Budgeting Efforts to align scope and Schedule	Lewis	9																															
	Fleet Transition Plan to validate equipment, infrastructure, etc.	Stantec	7																															
	Preferred Dispersed Operation Strategy Detailed BOD Development		13																															
	Validating Master Plan Assumptions	DB Team	5																															
	Confirming Program & Scope	DB Team	5																															
	BOD Development provide cost inputs to validate target schedule & budget	DB Team	6																															
	Validation Report	DB Team	3																															
SITE INVESTIGATIONS	**SITE INVESTIGATIONS**		12																															
	Evaluate Project Documents	DB Team	4																															
	Evaluate Site Data (including Phase II ESA)	DB Team	5																															
	Site Survey	Survey	6																															
	Draft work plans/schedule for further investigations	Lewis	4																															
	Pot hole for contamination and/or water monitoring data	Lewis	3																															
	Pot hole Utilities	Lewis	4																															
	Hazardous material identifications	Redmond	3																															
	Geotech Investigation & Report		8																															
PERMITTING	**PERMITTING**		21																															
	Permitting Strategies		0																															
	AHJ outreach + PDB process integration	Miller Hull	8																															
	Pull-planning and permitting matrix	Miller Hull / Lewis	9																															
	Level of detail alignment to support procurement/ permitting	DB Team	6																															

★ The option to purchase property or full dispersed site operations selected there are additional schedule predecessors that may impact the start of final validation

Approval and Execution of Property Purchase / Lease Agreements / Property Closing

Additional Phase I and II Environmental / Survey / Site Investigations / Geotech Investigations & Report

VALIDATION REPORT DELIVERABLE

7. Validation Report Deliverable

Table of Contents

This proposed Table of Contents details the Validation Report Deliverable sections. The actual sections delivered in the Validation Report are subject to change based on the development of the work and findings.

I. Executive Summary
   a. Project Vision and Goals
   b. Guiding Principals
   c. Project Target Budget and Benchmarking Summary
   d. Risk Matrix Summary

II. Target Program
   a. Summary and Recommendations
   b. Phasing Strategy
   c. Systems Summary by discipline
   d. BOD Summary by discipline
   e. Variance Log
      i. Any code or design standard deviations, assumptions, and associated documentation of acceptance from the relevant AHJ.

III. Target Costs
   a. Overall project budget
   b. Design and Construction Targets
      i. Benchmarks
      ii. Category and System Targets
      iii. Detailed Risk & Mitigation, Probabilities, and Contingency Summary
   c. Owner budget

IV. Target Schedule
   a. Project Schedule, including permitting timelines and milestones
   b. Risks and schedule contingency considerations

V. Building and Aligning Project Team
    a. Summary of teaming to date
    b. Procurement Plan
        i. Best value narrative summary
        ii. Phased procurement strategy
        iii. SMWBE business utilization plan
        iv. Apprentice/Journey utilization plan
    c. Level of Detail Development Plan
    d. Task and Responsibility Matrix

VI. Appendices
    a. Detailed Basis of Designs
    b. Additional Documents to be identified

LEASE CRUTCHER LEWIS

2200 WESTERN AVE, STE 500
SEATTLE, WA 98121

WWW.LEWISBUILDS.COM

Exhibit D

Phase 1 Work

To be incorporated via Contract amendment

Exhibit E

Work Included in Construction General Conditions

Section 1. Relationship to Construction General Conditions Price

The Construction General Conditions Price identified in Section 7.4 of the Progressive Design-Build Contract shall be the sole reimbursement for all costs and expenses associated with the Construction General Conditions Work regardless of whether such work is provided directly by Design-Builder or General Contractor (if not the Design-Builder, or indirectly via subcontract or vendor agreement.

Cost of the Phase 2 Services as identified in Section 7.6 of the Progressive Design-Build Contract shall not include any Construction General Conditions Work identified in this Exhibit E.

Section 2. Construction General Conditions Work

Design-Builder shall be responsible for all required Construction General Conditions Work, in connection with the Phase 2 Services, as well as the performance of the related obligations, as described below. All costs contained below shall be the actual cost necessarily incurred in the completion of the Work. No percentage markups or adders applied to the Cost of Work or General Conditions without prior written approval from the Owner.

Supervisory and Administrative Personnel (also includes General Contractor if Design-Builder is not the General Contractor) Wages and salaries of the contractors' supervisory and/or administrative personnel approved in advance by the Owner, are to be reimbursed at actual cost excluding bonuses/incentives or any other adders.

- All Design-Builder's supervisory and administrative personnel engaged in the on-site performance of Phase 2 Services, including **but not limited** to the Design-Build Project Manager, Construction Manager, Construction Superintendent(s), and those responsible for managing and implementing Design-Builder's scheduling, cost control, billing, health and safety, QA/QC, and expenses. **For clarity, only the Design-Builder's craft labor shall be excluded from this category; any other on-site personnel provided by the Design-Builder (or General Contractor if Design-Builder is not acting as the General Contractor) shall be included as General Conditions and covered by the Design-Builder's General Conditions Fee.**
- Time of Design-Builder's supervisory and administrative personnel engaged off of the Project Site to support the Phase 2 Services, including visits to suppliers and manufacturing locations, attendance at workshops, travel, and other activities required for the coordination, of production or transportation of material or equipment necessary for the Phase 2 Services, but only for that portion of their time required for the Phase 2 Services.
- Time of the Design-Builder's personnel stationed at the Design-Builder's principal or branch offices and performing Phase 2 Services with the Owner's prior approval**. For clarity, this does not include time of the Engineer of Record associated with providing submittal reviews, responding to RFIs, and other activities necessary to ensure the construction complies with the design intent.**

- Employee benefits, premiums, taxes, insurance, contributions and assessments for all personnel covered by the General Conditions Price, and as required by law and collective bargaining agreements. For personnel covered by the General Conditions Fee but not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions paid by the Design-Builder, to the extent such costs are based on wages and salaries paid to supervisory and administrative personnel of the Design-Builder. All payroll taxes are subject to capping. Bonuses and other discretionary payments are not reimbursable directly but are to be recovered by the Design Builder's Fee.
- The reasonable cost of vehicles, travel, accommodations, and meals for the Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Phase 2 Services, subject to the Owner's prior approval. Commuting cost is not reimbursable.

- **Field Office(s) for Design-Builder Staff** (also for General Contractor if Design-Builder is not the General Contractor). All work associated with establishing, operating, and demobilizing Design-Builder's Site Office including, but not limited to:
  - Design-Builder field office mobilization and demobilization
  - Office trailer rental
  - Office furniture and equipment
  - Office janitorial
  - Office supplies
  - Office Computers, software, and maintenance.
  - High speed internet service
  - All jobsite communication tools, equipment, and services for the Project including:
    - Cellular phones, and cellular phone service, including long-distance calls
    - Telephones, and telephone service, including long-distance calls
    - Jobsite radios
  - Copy machines, fax machines, printers, scanners, and paper shredders for onsite document reproduction
  - Document reproduction services (off-site or custom)
  - Postage, courier, and express delivery
  - Accounting and data processing costs directly associated with this project. Home office IT, centralized data processing, corporate cloud services etc. are to be recovered by fee.
  - Job travel, including fuel and vehicle
  - Scheduling expenses

- Job meeting expenses necessarily incurred.

- **Construction Supplies and Support Areas**
  - Temporary parking and laydown areas both on and/or off-site, including rental areas
  - Storage facilities, both on and off site, whether owned or rented as substantiated for square footage, with owner's advance approval if owned by the Design-Builder.
  - Incidental construction equipment, small tools, tool shed, and consumables not customarily owned by workers and required for the performance of the Work.
  - Fuel for onsite equipment
  - Surveying equipment and supplies
  - Project specific signage
- **Temporary Amenities and Utilities** (includes hookup, metering, and consumption costs)
  - Drinking water
  - Temporary toilets
  - Temporary water distribution and meters
  - Temporary fire protection
  - Temporary power
  - Temporary and emergency lighting
  - Temporary construction facilities and services
  - Temporary heat and ventilation
  - Temporary weather protection
- **Site Maintenance and Site Cleanup**
  - Site security
  - Fencing, barricades, partitions, protected walkways, and other measures used for traffic control on site
  - Site erosion control
  - Daily site cleanup, dumpsters, and garbage/recyclables disposal
  - Cleanup at Substantial Completion
- **Health and Safety**
  - Personal protective equipment (PPE) for staff and visitors
  - COVID-19 related PPE (e.g., face masks, face shields, etc.) and all other COVID-19 related safety implementation measures (e.g., temperature check stations)
  - Confined space entry, including personnel protective and monitoring equipment, standby personnel, and all related costs

- Handwashing stations, hand soap, and handwashing signage
- Alcohol-based hand sanitizer
- First aid
- Fall protection
- Safety program administration and training
- Drug testing
- Safety signage

- **Project Documentation**
  - Photographs to document pre-field investigation and pre-construction conditions
  - Project progress photos
  - Reference manuals
  - Project redline drawings

- **Design-Builder owned equipment**
  - Computers, vehicles, Radios or phones or any other Design Builder owned Equipment.
  - Electronic Equipment: Hardware to be included in the Owned Equipment rental log, and rental rates based on 2 year estimated useful life. All software rates to be evaluated and negotiated prior to being charged to the project and shall be based on specific project use for individuals on the project. CAD Machine rental to be based on CAD machine operator hours. Computer hardware and software located in the Home office or other offsite office not to be reimbursable.

Exhibit F

Equipment Rate Schedule

To be incorporated via Contract amendment

City of Redmond

General Conditions
of
Progressive Design-Build Contract
Between Owner and Design-Builder

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Additional Services* refers to those services defined or described in Section 2.3.1.8 of the Contract.

1.2.2 *Allowance Items* are specific portions of the Phase 2 Work set forth in the GMP Amendment with the cost for such Work estimated in an assigned dollar amount.

1.2.3 *Allowance Values* are the dollar amounts assigned to Allowance Items.

1.2.4 *Application for Payment* is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Contract and Article 6 of these General Conditions of Contract.

1.2.5 Basis of Design Documents are those documents specifically identified in the Phase 2 Proposal and GMP Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Initial Programming and Overview.

1.2.6 *Change Order* is defined or described in Section 9.1 of these General Conditions of Contract.

1.2.7 *Claim* is a demand or assertion by Design-Builder for itself or for the benefit of any Subcontractor or supplier of any tier seeking an adjustment of GMP or Contract Time, or both, or any other relief with respect to the terms of the Contract Documents.

1.2.8 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared and/or assembled by the Design-Builder consistent with the agreed Final Program unless an adjustment has been made and is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.9 *Construction General Conditions Price* is defined or described in Section 7.4 of the Contract for the performance of the Construction General Conditions Work.

1.2.10 *Construction General Conditions Work* includes all work set forth in **Exhibit E** to the Contract.

1.2.11 *Contract* refers to the Progressive Design-Build Contract between Owner and Design-Builder dated _____, (Modified DBIA 544), as negotiated.

1.2.12 *Contract Documents* are as defined in Article 3 of the Contract.

1.2.13 *Contract Price* is defined or described in Section 2.3.1.1 of the Contract.

1.2.14 *Contract Time(s)* are the dates for Substantial Completion and Final Completion as defined in Article 6 of the Contract.

1.2.15 *Cost of the Phase 2 Work* is defined or described in Section 7.6 of the Contract.

1.2.16 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.17 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer of Record), and Key Subcontractors (Key Firms) identified by the Design-Builder in its proposal in response to the Owner's Request for Proposals. The Key Firms are identified in Section 10.4 of the Contract.

1.2.18 *Design-Builder* is Lease Crutcher Lewis WA, LLC.

1.2.19 *Design-Builder's Contingency* is defined or described in Section 7.7.2 of the Contract.

1.2.20 *Design-Build Fee* is defined or described in Section 7.5 of the Contract.

1.2.21 *Design-Builder's Representative* is defined or described in Section 10.2.2 of the Contract.

1.2.22 *Design-Builder's Principal-In-Charge* is defined or described in Section 10.2.1 of the Contract.

1.2.23 *Design Consultant and/or Engineer of Record* is Key Team Member procured as part of the Design Builder's Team, a licensed design professional or employed or retained to furnish design services required under this Contract. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Washington.

1.2.24 *Differing Site Conditions* are defined or described in Section 4.2.1 of these General Conditions of Contract.

1.2.25 *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.

1.2.26 *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and 8.4 of the Contract.

1.2.27 *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract.

1.2.28 *Force Majeure Events* are those unanticipated events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes (but not labor disputes involving Design-Builder), earthquakes, pandemics, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. Force Majeure Events shall not include known events or conditions (and associated Legal Requirements) in existence at the time of execution of the GMP Amendment.

1.2.29 *General Conditions of Contract* refer to this Document.

1.2.30 *GMP or Guaranteed Maximum Price* is defined or described in Section 7.7 of the Contract

1.2.31 *GMP Amendment* is an amendment to the Contract contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.2 of the Contract.

1.2.32 *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.33 *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.34 *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.

1.2.35 *Open-Book* means that all costs and expenses of any kind chargeable to the Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Contract. Any adjustment to price throughout the Project shall be made on an Open-Book basis as well. Open-Book pricing and payment procedures will not apply to a Lump Sum payment structure.

1.2.36 *Owner* is the City of Redmond.

1.2.37 *Owner's Initial Programming and Overview* are developed by or for Owner to describe Owner's program opportunities and objectives for the Project, including use, space, price, time, site, and expandability requirements, as well as other expectations or wants that may be used to evaluate the Design-Builder's performance of the Work. Owner's Initial Programming and Overview are set forth in **Exhibit B** to the Contract.

1.2.38 *Owner's Representative* is defined or described in Section 10.1.2 of the Contract.

1.2.39 *Owner's Project Manager* is defined or described in Section 10.1.1 of the Contract.

1.2.40 *Inclusion Plan* is defined or described in Section 2.11.3 of these General Conditions of Contract.

1.2.41 *Owner Provided Information* are those documents itemized and linked in **Exhibit A** to the Contract.

1.2.42 *Pass-Through Costs* is defined or described in Section 7.6.3 of the Contract.

1.2.43 *Phase 1 Work* is that portion of the Work defined and described in **Exhibit D (Phase 1 Work)**.

1.2.44 *Phase 2 Work* is that portion of the Work defined and described in the **GMP Amendment**.

1.2.45 *Phase 2 Proposal* is defined and described in Section 2.3 of the Contract.

1.2.46 *Project* is the Maintenance & Operation Center Project.

1.2.47 *Scheduled Substantial Completion Date* is the date set forth in the Contract, and the Master

Project Schedule, at Section 6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.

1.2.48 *Site* is the land or premises on which the Project is located.

1.2.49 *Subcontractor* is any person or entity retained by the Project (Designer or Builder) as an independent contractor, or service provider, to perform a portion of the Work at any tier and shall include materialmen and suppliers.

1.2.50 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.51 *Substantial Completion* or *Substantially Complete* means the Work, except for agreed punch list items, is sufficiently complete in accordance with the Contract Documents such that Owner can occupy and use the Project or a portion thereof for its intended purposes, and Design-Builder has provided all documentation and other information as is required by Section 6.6 of these General Conditions. The Work is not Substantially Complete unless the Owner can: reasonably judge that the Work can achieve Final Completion within sixty (60) days (or such other period of time as is specified in the Design-Build Documents); appropriate cleaning has occurred; all designated systems and portions thereof are usable, including the HVAC system; utilities are connected and operating normally; Owner training sessions have begun; all required permits and approvals have been issued by the authorities having jurisdiction; O&M manuals have been submitted for review; and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may take beneficial occupancy of the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part.

1.2.52 *Validation Phase Work* is that portion of the Work defined and described in **Exhibit C (Validation Phase Work)**.

1.2.53 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

1.2.54 *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

1.2.55 *Work Product* is defined and described in Section 5.1 of the Contract.

Article 2

Design-Builder's Work and Responsibilities

2.1 General Work.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Project Manager and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager, or any Key Staff, may be replaced only with the mutual agreement of Owner and Design-Builder. Design-Builder shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Design-Builder shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel

performing the Work. The Design-Builder is not authorized to enter into any agreements or undertakings for or on behalf of Owner or to act as or be an agent or employee of Owner.

2.1.2 Design-Builder shall provide Owner's Project Manager with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of all costs and expenses of the Project to the extent provided for in the Contract; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work, within the GMP, for the Contract Price and within the Contract Time(s).

2.1.3 Pursuant to Section 2.3.1.4 of the Contract, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the (i) the care and skill necessary to comply with the requirements of this Contract and (ii) care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project, whichever is greater. Notwithstanding the preceding sentence, if Owner's Initial Programming and Overview contains specific performance standards for any aspect of the Work, the design professional services shall be performed to achieve such standards.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 hereof and Section 2.1.1 of the Contract. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer

about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3 hereof, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as otherwise agreed by the Parties in writing, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.7 Design-Builder's Phase 2 Work.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall always exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed in the state of Washington and qualified to perform the Work consistent with the Contract Documents. Owner approves Subcontractors identified in Section 10.3 of the Contract as Key Firms and Key Personnel. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.3.1 The Design-Builder shall include the language of this sub-paragraph in each of its first-tier subcontracts and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of Owner, Design-Builder shall promptly provide documentation to Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this subsection apply to all subcontractors regardless of tier. At the time of subcontract execution, Design-Builder shall verify that each of its first tier Subcontractors meets the following bidder responsibility criteria:

a) If applicable, have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract award; (RCW 39.04.350(1)(a)

b) Have a current Washington Unified Business Identifier (UBI) number (RCW 39.04.350(1)(b))

c) If applicable, have:

i. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW (RCW 39.04.350(1)(c);

ii. A Washington Employment Security Department number, as required in Title 50 RCW (RCW 39.04.350(1)(c);

iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW (RCW 39.04.350(1)(c);

iv. Not been found out of compliance by the Washington State Apprenticeship and Training Council under chapter 49.04 RCW for the one (1) year immediately prior to award (RCW 39.04.350(1)(e)

v. Receive training on the requirements related to public works and prevailing wages under Chapters 39.04 and 39.12 RCW (RCW 39.04.350(1)(f)

vi. For the 3-year period immediately preceding the date of award, it has not been determined by final and binding citation from Department of Labor and Industries to have willfully violated the provisions of RCW 49.48, 49.46, or 49.52. (RCW 39.04.350(1)(g)

d) No Serious safety violations in the last 3 years as posted under Washington State's Labor and Industry's Workplace Safety & Health OSHA.

e) Not be disqualified from bidding on any public works contract under RCW

39.06.010 or 39.12.065(3) (RCW 39.04.350(1)(d).

f) If applicable hold an electrical contractor license, if required by Chapter 19.28 RCW;

g) If applicable hold an elevator contractor license, if required by Chapter 70.87 RCW.

h) If applicable hold a plumbing contractor license, if required by Chapter 18.106 RCW

i) Evidence of holding the appropriate level of bonding and insurance required by the Design-Builder related to the work of the subcontract and naming Owner as an additional insured with waiver of subrogation.

j) Attestation of no conflicts of interests with Owner or Owner staff.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 Prevailing Wages: The Design-Builder must comply with the provisions of Chapter 39.12 of the Revised Code of Washington, relative to the employment of Washington residents at or above the prevailing wages for the specific type of work involved as determined by the United States Department of Labor and will be required to certify to this effect prior to each and any payments made by Owner.

The prevailing rate of wages to be paid to all workers, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, and any amendments thereto. The rules and regulations of the Department of Labor and Industries and the Schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries are by reference made a part of this contract as though fully set forth herein.

In case any wage dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries and his or her decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, or as amended.

The Design-Builder shall acquaint itself with all conditions affecting labor rates and impending negotiations for labor agreements. The Design-Builder shall pay new schedules, when and if required, without additional cost to Owner.

Forms may be obtained from the Department of Labor & Industries. The fees for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall accompany each form submitted to the Department of Labor & Industries. The Design-Builder is responsible for payment of these fees and shall make all applications directly to the Department of Labor & Industries. Such application, and any supplemental statements which may be necessary, shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

Prior to commencing work, each Design-Builder and each and every Subcontractor (subject to prevailing wage) shall file a sworn "Statement of Intent to Pay Prevailing Wages" (L&I Form #F700-029-000) with the Department of Labor and Industries certifying the rate of hourly wages to be paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or Subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Prior to any payment, the Design-Builder and each Subcontractor shall submit to Owner a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor & Industries.

Each voucher claim or invoice submitted by a Design-Builder for payment on a project shall state: "Prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with the public agency in accordance with RCW 39.12.04". Each invoice shall list sales tax as a separate line item.

For projects over $10,000, the Design-Builder must post an approved copy of the Statement of Intent, (listing the labor classification and wages used on the project) at the job site. In the event the Statement of Intent has not been approved by the Department of Labor & Industries before work begins, the complete listing of prevailing wage rates for that Owner may be posted and distributed in lieu of the approved Statement of Intent.

The Design-Builder shall, within ten days after it receives a written request, file a certified copy of the payroll records with Owner.

Upon completion of work, the Design-Builder and each and every Subcontractor (subject to pay prevailing wage) shall file a sworn "AFFIDAVIT OF WAGES PAID" (L&I Form #F700-007-000) with the Department of Labor and Industries certifying the rate of hourly wages paid each classification of laborers, workers, or mechanics employed upon the work by the Design-Builder or subcontractor which shall be not less than the prevailing rate of wage. Fringe benefits for each job classification to be utilized shall also be included.

Upon completion of this contract, Owner must receive from the Design-Builder and each and every Subcontractor (subject to prevailing wage) a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor & Industries. Retainage, or Bond, will be released upon receipt of all necessary documentation (including but not limited to releases from the Department of Labor & Industries, Department of Employment Security and, when applicable, Department of Revenue), the settlement of any liens, and in accordance with Chapter 60.28 of the Revised Code of Washington.

Owner is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, Owner is providing the following applicable prevailing wage rate information:

A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

B. The effective prevailing wage date is the same date as the Execution Date of the GMP Amendment.

A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at 15670 NE 85th St, Redmond, WA 98073.

Upon request, Owner will mail a hard copy of the applicable prevailing wage rates for this Project.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work.

2.8.5 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-307-560 et seq., the Design-Builder shall provide Owner copies of and have available at the Project Site a workplace survey and material safety data sheets for all "hazardous" chemicals under the control or use of Design-Builder or any Subcontractor of any tier at the Project Site.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of

defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, are considered defective. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents or otherwise unacceptable to Owner ("Defective Work"), including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is Defective, submit a corrective action plan that details steps to correct Defective Work, including the correction, removal or replacement of the defective Work and any damage caused to other parts of the Work affected by the Defective Work.

Owner will review and approve a corrective action plan and provide authorization to commence corrective action. If Design-Builder fails to start corrective action within seven (7) business days, or as otherwise approved by Owner, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder's Bonding Agent with written notice of defective work and Design-Builder corrective action plan. The conditions of the Performance Bond will be enforced.

If in the event Owner must correct the Defective Work, Design-Builder shall be responsible for all costs incurred by Owner in performing such correction. If the Defective Work creates an emergency requiring an immediate response, emergency response costs are also the responsibility of the Design-Builder.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct Defective Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.11 Non-Discrimination.

2.11.1 Design-Builder shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Design-Builder shall not participate either directly or indirectly in such discrimination, including discrimination in employment practices.

2.11.2 Design-Builder shall comply with all requirements of the federal Civil Rights Act.

2.11.3 Pursuant to the Design-Builder's proposed Subcontracting and Inclusion Plan, the Design-Builder shall actively and in good faith provide opportunities for underutilized, disadvantaged, and/or small businesses as subcontractors, subconsultants, and/or suppliers in the performance of the Work. As part of the Subcontracting and Inclusion Plan, the Design-Builder shall implement an outreach strategy, the Subcontracting and Inclusion Plan will be reviewed, and approved by Owner prior to the execution of this Contract. The Subcontracting and Inclusion Plan will outline the proactive strategies, resource commitments, and specific steps the Design-Builder will take to effectively engage these firms for utilization and performance on this Project. The Design-Builder

shall furnish evidence of its compliance with the Subcontracting and Inclusion Plan with the monthly project report.

As used in this section, these firms may include, but are not limited to, firms certified by the Office of Minority and Women Owned Enterprises (OMWBE), the US Government, registered with other relevant agencies, or those that are self-identified and accepted by Owner.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1. Owner Provided Information. Owner has provided Design-Builder with access to Owner Provided Information (the "Owner Provided Information") listed in **Exhibit A** to the Contract. Owner provides such Owner Provided Information to Design-Builder for information only. Design-Builder understands and agrees that Owner shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost or cause of action whatsoever suffered by Design-Builder by reason of any use of any information contained in the Owner Provided Information or any action or forbearance in reliance thereon. Design-Builder further acknowledges and agrees that (a) if and to the extent Design-Builder or anyone on Design-Builder's behalf uses any of the information in the Owner Provided Information in any way, such use is made on the basis that Design-Builder, not Owner, has approved and is responsible for such information, and (b) Design-Builder is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement such information, and that any use of such information is entirely at Design Builder's own risk and at its own discretion.

3.2.2 Except as otherwise provided in the Contract Documents, Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Owner's Representative.

3.3.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of

Owner's Representative to provide such notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.4 Government Approvals and Permits.

3.4.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees for the Project, that are not required by law to be obtained by Owner.

3.5 Owner's Separate Contractors.

3.5.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, Design-Builder to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 Training and Reporting

4.1.7.1 All workers onsite who are involved in demolition, construction, installation, or excavation activities must have current Asbestos Awareness Training, as required by WAC 296-62-07722(6).

4.1.7.2 Prior to bringing onsite any chemicals listed in 6 CFR part 27, Appendix A, the Design-Builder shall submit for itself and for all Subcontractors a completed "Contractor Declaration and Reporting Form for Department of Homeland Security – Chemicals of Interest."

4.1.8 General Requirements When Design-Builder Performs Hazardous Conditions Abatement

4.1.8.1 SUPERVISORY AUTHORITY: Design-Builder assumes all responsibilities and shall perform all required work under applicable regulations related to its supervisory authority over Subcontractors and personnel performing work related to hazardous materials.

4.1.8.2 ACCESS RESTRICTIONS: Work described in the Contract Documents includes restriction of access to work areas during hazardous materials activities. Access to various work areas by the general public, Subcontractors, and other individuals will not be possible during certain hazardous materials work sequences, as specified in the Contract Documents. Design-Builder shall coordinate the Work to facilitate access by Subcontractors while enforcing work area restrictions and shall minimize disruption to building occupants and services.

4.1.8.3 WORKING HOURS: No hazardous materials work shall occur when building users have access to work areas. Schedule all hazardous materials work to occur in accordance with schedule requirements outlined elsewhere in the Contract Documents, and when work areas have been vacated by building users.

4.1.8.4 EMERGENCY CONTACTS: Designated qualified representatives of the Design-Builder and specific hazardous materials Subcontractors are to be available on a 24-hour emergency basis for the duration of the Work. Provide contact information to Owner's Representative for inclusion in the Project emergency contact list.

4.1.8.5 GENERAL HAZARDOUS MATERIALS SUBMITTALS: Design-Builder shall review the scope of work and submittal requirements outlined in the Contract Documents. Design-Builder shall submit and require all subcontractors performing the work of handling or disposing of any hazardous materials to submit, pertinent information required by the Contract Documents. Examples of work and impact may include abatement, demolition, saw cutting, roto-hammering, welding, sanding, drilling, scraping or other remodeling and metals-related impact, impact of asbestos-containing joint compound or other material with <1% asbestos, PCB ballast removal or light tube removal and disposal.

4.1.8.6 REGULATIONS, LAWS, and ORDINANCES: Design-Builder shall comply with all applicable regulations, laws and ordinances concerning the impact, removal,

handling, storage, disposal, monitoring and protection against exposure or environmental pollution related to hazardous or regulated materials and conditions. Impacts to hazardous or regulated materials that may be required by the Work may include, but are not limited to: manual demolition, mechanical demolition, cutting, sawing, drilling, sanding, scraping, welding, power-washing or torch-cutting. Confirm required impacts with other applicable specification sections and drawing sheets. Design-Builder shall furnish all labor, materials, equipment, services, and insurance that is specified, shown, or reasonably implied for the removal and handling of hazardous materials as part of the Work.

4.2 Differing Site Conditions.

4.2.1 Differing Site Conditions. If Design Builder encounters conditions that were concealed physical conditions that could not have reasonably been discovered, which differ materially from those indicated in the Validation Report, Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, a "Differing Site Condition"), then Design Builder shall give written notice to Owner within 3 business days after becoming aware of or having encountered such condition. Design-Builder shall not perform any Work in connection therewith (except for an emergency) until receipt of written order to do so. After receipt of such written notice, Owner will promptly review the pertinent condition.

4.2.2 Possible GMP and Contract Time Adjustments

4.2.2.1 If Design-Builder seeks to have the GMP or the Contract Time, or both, adjusted due to the existence of a Differing Site Condition, Design-Builder shall comply with the provisions of Article 9 in addition to the requirements of this Section 4.2.

4.2.2.2 Design-Builder **shall not** be entitled to any adjustment in the Contract Price or Contract Time if:

a) Design-Builder knew of the existence of such conditions at the time Design-Builder and Owner negotiated this Contract; or

b) Design-Builder failed to give the written notice as required by Section 4.2 and/or comply with Article 9; or

c) Design-Builder knew, or should have known, of such conditions during Validation/Phase 1 of the Project but failed to identify such conditions, document such conditions in the Contract Documents, or otherwise take into account the conditions when designing the Project.

4.2.2.3 If Design-Builder complies with the provisions of Article 9 and this Section 4.2 and Owner and Design-Builder are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the GMP or Contract Time, or both, a Claim may be made by Design-Builder as provided in Article 10.

Article 5

Insurance and Bonds

5.1 Insurance. The Design-Builder shall provide insurance consistent with and in accordance with the requirements of Article 11 of the Contract.

5.2 Bonds. The Design-Builder shall provide performance and payment bonds consistent with and in accordance with the requirements of Article 11 of the Contract.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 The Design-Builder shall submit a Schedule of Values at least 15 days prior to submitting its first Application for Payment. The Schedule of Values shall reasonably allocate the Contract Sum among the various portions of the Work; be complete; be organized to include detailed breakdown of each major unit of the Work; be organized to correspond to Design-Builder's schedule; break down the Contract Sum showing the value assigned to each part of the Work; be so organized as to facilitate assessment of work and payment of Subcontractors; and be balanced. To the greatest extent possible, the breakdown shall use the same tasks or units as the Design-Builder's Master Project Schedule. Design-Builder shall provide documentation substantiating the cost allocation if asked by Owner. Upon acceptance of the Schedule of Values by Owner, it shall be used as a basis for all requests for payment.

6.1.2 Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Payments.

Owner shall make payments for Validation Work, Phase 1 Work, and Phase 2 Work in accordance with Section 8 of the Contract.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due, less statutory retainage. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment because of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, to resubmit disputed amounts.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Design-Builder's Payment Obligations.

6.4.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.5 Substantial Completion.

6.5.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice (and all required documents and information), Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.5.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, and subject to the Retainage requirements of RCW 60.28 and Section 8.3 of the Contract.

6.5.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.6 Final Payment.

6.6.1 After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.6.2 below, Owner shall make final payment by the time required in the Contract if Design-Builder has achieved Final Completion.

6.6.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.6.2.1 An affidavit certifying that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.6.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.6.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.6.2.4 All reports, records, training and operating manuals, warranties and other deliverables required by the Contract Documents; and

6.6.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.2.6 All operating manuals, warranties, record documents and other deliverables required by the Contract Documents; and

6.6.2.7 A signed and stamped set of all calculations supporting the design of the Project.

6.6.3 Deficiencies in the Work discovered after Substantial Completion, whether such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after Substantial Completion. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred

by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification. In addition to any other indemnification of defense obligation that Design-Builder may have under the Contract Documents, Design-Builder shall defend, indemnify, and hold Owner, its officers, officials, employees, and agents (the "Indemnified Parties") harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

7.4.1 The sole negligence or willful misconduct of Design-Builder or any of its Design Consultants or Subcontractors or Suppliers of any tier, or the agents or employees of same (collectively, the "Design-Build Parties");

7.4.2 The concurrent negligence of the Design-Build Parties, but only to the extent of the negligence of the Design-Build Parties;

7.4.3 A breach of this Contract by the Design-Build Parties;

7.4.4 The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

In addition to a remedy authorized by law, Owner may retain so much of the money due the Design-Builder as deemed necessary by Owner to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, claims, suits, or actions result from the concurrent negligence of (a) the Indemnified Parties and (b) the Design-Build Parties the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Design-Build Parties' negligence.

In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Design-Builder, its consultants of any tier, Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Design-Builder or any consultant or Subcontractor under Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. In addition, Design-Builder waives immunity as to Owner only, in accordance with Title 51 RCW. The Design-Builder intends to indemnify, defend and hold Owner harmless to the fullest extent allowed by applicable law. To the extent that applicable law invalidates any portion of this Section, the remainder shall be construed

to provide the broadest protection to Owner allowed by applicable law. The parties acknowledge that the foregoing waiver of Title 51 RCW immunity was mutually negotiated and that the provisions of this Section shall survive expiration or termination of this Contract by either party for any reason. The Design-Builder shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Contract. By executing the Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of Design-Builder. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. Design-Builder shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

8.2.2 Design-Builder is not entitled to a change in Contract Time unless the progress of the Work on the critical path is delayed and completion of the Work within Contract Time is delayed. A Request for a Change Order that includes a request for an adjustment in the Contract Time shall be delivered to Owner in accordance with Article 9 herein and, in addition to any requirements in Article 9, shall:

a. Include a clear explanation of how the event or conditions specifically impacted the critical path and overall construction schedule and the amount of the adjustment in Contract Time requested.

b. Demonstrate that the delay could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

c. Be limited to the change in the critical path of a construction schedule, and any updates, attributable to the event or conditions which caused the request for adjustment.

8.3 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder may also be entitled to an appropriate adjustment of the GMP; except that the GMP shall not be adjusted for Force Majeure Events.

Article 9

Changes to the GMP and Contract Time

9.1 Authorized Changes in the Work

9.1.1 General. After execution of the Contract, Changes in the Work are effective solely by Change Order or Work Change Directive.

9.1.2 Change Order. A Change Order is a written instrument issued after execution of the Contract signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.2.1 The scope of the change in the Work;

9.1.2.2 The amount of the adjustment to the GMP, if any; and

9.1.2.3 The extent of the adjustment to the Contract Time(s), if any.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

9.1.3 Design-Builder Request for Change Order. Change Order requests may be initiated by Design-Builder in accordance with this subsection 9.1.3.

9.1.3.1 If Design-Builder believes that it is entitled to relief for any event or condition arising out of or related to the Work or Project, Design-Builder shall provide to Owner a written Notice of Intent to Submit a Request for Change Order no later than seven (7) days after the event or condition giving rise to the claim for relief.

9.1.3.2 Unless Owner's Representative issues written notice authorizing Design-Builder additional time to submit the Request for Change Order, Design-Builder shall provide a written Request for Change Order to Owner's Representative no later than 21 days after delivery of the Notice of Intent to Submit a Request for Change Order. The Request for Change Order must include (a) a description of the request, rationale, and specific provisions of the Contract Documents, (b) specific dollar amount of the requested change to GMP, covering all costs associated with the requested Change Order; (c) specific request for change in Contract Time (number of days); and (d) all documentation supporting the Request for a Change Order, including but not limited to all cost records, schedule analysis, and the documents identified in the Contract Documents, that are in any way relevant to the Design-Builder's Request for Change Order.

9.1.3.3 Pending resolution of Design-Builder's Request for a Change Order, Design-Builder shall continue to perform all Work including, at the written request of Owner, the work associated with the pending Request for Change Order.

9.1.3.4 A Request for Change order that is not accepted by Owner within 30 days after receipt by Owner is deemed denied.

9.1.3.5 If Design-Builder disagrees with denial of a Request for Change Order, the Design-Builder's sole remedy shall be to file a fully documented Claim in accordance with

Article 10 within 30 days after Design-Builder's receipt of the denial or within thirty (30) days after the denial is deemed to have occurred under Section 9.1.3.4 above.

9.1.4 Owner Change Order Proposal. Change requests may be initiated by Owner through a Change Order Proposal submitted to Design-Builder. Such a request is for information and pricing only and is not an instruction to execute changes or to stop work in progress, unless issued as a Work Change Directive. Upon receipt of Owner Change Order Proposal, the Design-Builder shall promptly submit its proposed costs and pricing. If Owner and Design-Builder agree to the terms of the cost and pricing for the proposed change, they shall execute a mutually acceptable Change Order to authorize the change.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 GMP Adjustments and Pricing.

9.4.1 Except as otherwise provided by Section 9.4.2 herein, the value of any changed Work or of any Claim for an increase or decrease in the GMP or Contract Sum shall be limited to the Cost of the Work and the Fee and markups set forth in the Contract. For Subcontractors of any tier, the total cost of any changed Work or of any other increase or decrease in the GMP or Contract Sum, including a Claim, shall be established based on lump sum quotations whenever possible. If the parties are unable to agree upon such lump sum costs, then reimbursable costs shall be limited to the following components:

9.4.1.1 Direct labor costs: Actual labor costs determined by the number of additional craft hours and the hourly costs necessary for the Subcontractor to perform the Change in the Work. The hourly cost shall be based upon the following:

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Subcontractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Subcontractor for vacations, per diem, subsistence, housing,

travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Subcontractors shall provide to the Owner copies of payroll records, including certified payroll statements upon the Owner's request.

.2 **Workers' insurances:** Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 **Federal insurances:** Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

9.4.1.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the Change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design-Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

9.4.1.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment necessary and appropriate for the Work is used solely on the change at the site times the applicable rental cost as established in **Exhibit F** and if not established therein, then by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia, as modified by the latest edition of the AGC/WSDOT agreement, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for the change in the Work. Mobilization and standby costs shall not be charged for equipment already present on the site. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the change are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for providing all oil, lubrication, repairs, maintenance, and insurance. No gas surcharges shall be charged to Owner unless charged to Design-Builder by the vendor. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for longer than one (1) week) on the changed Work shall be fifty percent (50%) of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

9.4.1.4 Costs of Lower-Tier Subcontractors: These are payments a Subcontractor makes to lower-tier Subcontractors for changed Work performed by such lower-tier Subcontractors. Such Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section.

9.4.1.5 Subcontractor's Fee: This is the percentage amount for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers (except design engineers), estimator, and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control/assurance, purchasing, small or hand tool (a tool that costs $500 or less and is normally provided by the performing contractor) or expendable charges,

preparation of as-built drawings, impact on unchanged Work, Claim and Change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after Substantial Completion. The Fee shall be limited in all cases to the following schedule:

.1 A Subcontractor of any tier shall receive 12% of the cost of any materials supplied or work properly performed by that Subcontractor's own forces.

.2 A Subcontractor of any tier shall receive 8% of the amount owed (less fee) directly to a lower-tier Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.

.3 A Subcontractor of any tier shall receive no more than 5% of any amounts owed (less fee) to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Subcontractor, for work performed by that remote, sub-tier subcontractor.

.4 The cost to which this Fee is to be applied shall be determined in accordance with Sections 9.4.1.1 through Sections 9.4.1.4. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this paragraph.

.5 The total summed Fee of the first-tier Subcontractor and all lower-tier Subcontractors shall not exceed 25%. If the Fee would otherwise exceed 25%, the Design-Builder shall proportionately reduce the Fee percentage for the Design-Builder and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee percentages authorized in this Section 9.4.1.5 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. The parties acknowledge that the fees listed in this Section are higher than the fees and overhead normally included in determining the Subcontractor's subcontract price; that these higher percentages are a sufficient amount to compensate the Subcontractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Subcontractor for some Changes compensates the Subcontractor for any Changes for which the Subcontractor believes the percentage is otherwise insufficient.

9.4.1.6 Cost of change in insurance or bond premium: This is added to the sum of the amounts specified in Sections 9.4.1.1 through 9.4.1.5 and is defined as:

.1 Subcontractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance, subject to audit, and not to exceed 1.25%) of any changes in the Subcontractor's liability insurance arising directly from the changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability, subject to audit, and not to exceed 1.0%) of the change in the Subcontractor's premium for any statutorily or contractually

required performance and payment bond arising directly from the changed Work.

Upon request, the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.

9.4.1.7 The costs reimbursable to Design-Builder and Subcontractors of any tier may not include consultant costs, attorneys' fees, or Claim preparation expenses as such matters are not recoverable from the Owner.

9.4.2 Tariffs. The GMP and/or Contract Sum may be adjusted for tariffs, duties and/or other taxes that are assessed (or removed) after execution of the GMP Amendment. The value of any such increase or decrease in the GMP and/or Contract Sum shall be calculated and substantiated as follows:

Price increase: In the event of a materials price INCREASE that is actually and demonstrably due to assessment of tariffs, duties and/or other taxes, the GMP and/or Contract Sum shall be reasonably adjusted to reconcile the materials price INCREASE. The Design-Builder shall not be entitled to an adjustment in the Design-Build Fee or the Contract Time.

Price decrease: In the event of a materials price DECREASE that is actually and demonstrably due to removal of previously-assessed tariffs, duties and/or other taxes, the GMP and/or Contract Sum shall be reasonably adjusted to reconcile the materials price DECREASE. The Design-Builder shall not be entitled to an adjustment in the Design-Build Fee or the Contract Time.

No adjustment for materials quantities: No adjustments will be made to changes in materials quantities. The intent of this document is to reconcile ONLY materials costs.

The Design-Builder shall in no event be entitled to an increase of the GMP and/or Contract Sum for any tariffs, duties and/or other taxes that were imposed or assessed prior to the date of the GMP Amendment.

The Owner shall have the right to conduct audits for the purpose of substantiating cost increases due to tariffs. These audits are intended to verify the validity and accuracy of the cost increase claims submitted by the Design-Builder and/or all other lower tier subcontractors (all referred to as "Design-Builder" in this section.) The Design-Builder shall provide the Owner or its designated auditors with access to all relevant records and documentation required for the audit. This includes providing timely access to records, responding to inquiries, and facilitating interviews with relevant personnel if needed.

The Design-Builder agrees to fully cooperate with the Owner or its designated auditors during the audit process. The Owner shall ensure that all information obtained during the audit is treated as confidential and used solely for the purpose of substantiating the cost increase due to tariffs. The Owner shall not disclose any confidential information to third parties without the Design-Builder's prior written consent, except as required by law.

Should the audit reveal any discrepancies or inaccuracies in the claimed cost increases, the Design-Builder shall bear the responsibility for any unsubstantiated costs and shall not be entitled to an adjustment in the contract price for those costs.

Any access needed shall be granted during normal business hours and upon reasonable notice. The audit shall include a review of all documentation and records related to the cost increases, including but not limited to:

- Official tariff notifications or announcements from relevant government authorities. The Design-Builder is required to provide copies of official tariff notifications or announcements issued by the relevant government authorities serving as verification that new tariffs have been implemented and are affecting material costs.
- Supplier price increase notices explicitly stating that the increase is due to tariffs. The Design-Builder must submit written documentation from suppliers indicating the new prices and explicitly stating that the increase is due to tariffs. Acceptable forms of documentation include letters, emails, or formal notices from suppliers.
- Contracts and agreements with suppliers that include price escalation clauses related to tariffs. The Design-Builder shall provide copies of contracts or agreements with suppliers that contain price escalation clauses related to tariffs outlining the conditions under which prices can be increased due to external factors like tariffs.
- Recent invoices and receipts showing the increased costs of materials. The Design-Builder is required to submit recent invoices and receipts that clearly show the increased costs of materials. The dates and amounts on these documents must reflect the impact of the tariff-related price increases.
- Receipts and Bills of Lading showing the actual costs incurred and the quantity of materials affected by the tariff increase.
- Historical Cost Data. Cost comparisons detailing specific material costs prior to the implementation of tariffs and after the tariff increase. Comparison detail shall include calculations showing the impact of the tariffs on the overall cost. These calculations shall be supported by material invoices of prior purchases, supplier increase notices, and purchase invoices detailed herein as justification of material price increase due to tariffs.
- Copies of proof of payment to suppliers for the materials at the increased cost. This includes but is not limited to canceled checks, receipts, and electronic payments involved in the purchasing of the materials.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the GMP and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Claims and Disputes

10.1 Condition Precedent to Filing a Claim. The following actions are a mandatory condition precedent to filing a Claim: (a) a Request for Change Order is denied or deemed denied by Owner or (b) a Unilateral Change Order is issued by Owner.

10.2 Claim Deadline. Unless otherwise agreed to in writing by Owner, a fully documented Claim shall be received by Owner within thirty (30) days after the denial or deemed denial of a Request for Change Order, or, in the case of a Unilateral Change Order, Design-Builder's receipt of Owner's decision regarding Contract Time or GMP adjustments pursuant to the Unilateral Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Design-Builder, on behalf of itself and its Subcontractors and suppliers, of the Unilateral Change Order or Owner's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order or Unilateral Change Order.

10.3 Design-Builder's Obligation to Continue Work. Pending final decision of a Claim hereunder, the Design-Builder shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination for cause under Article 11.

10.4 Information Required in a Fully Documented Claim. Every Claim must be submitted by Design-Builder, in writing and clearly designated by Design-Builder as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

10.4.1 A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected;

10.4.2 The date on which facts arose that gave rise to the Claim;

10.4.3 The name of each person employed or associated with Design-Builder, Subcontractors, suppliers, and/or Owner with knowledge about the event or condition which gave rise to the Claim;

10.4.4 Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;

10.4.5 The specific provisions of the Contract Documents on which the Claim is based;

10.4.6 If an adjustment in the GMP is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

10.4.7 If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Design-Builder believes an adjustment in the Contract Time should be granted; and Design-Builder's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,

10.4.8 A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Design-Builder's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the GMP or Contract Time for which Design-Builder believes Owner is liable.

10.5 Cooperation/Claims Audit. Design-Builder shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the

Claim. Failure of Design-Builder, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Design-Builder, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim. Upon Owner's request, the Design-Builder shall provide at a minimum the following records electronically within a reasonable amount of time:

10.5.1 All documents itemized in Section 8.2.1.1 of the Contract.

10.5.2 Escrow bid documents, take off sheets, and calculations used to prepare the bid and/or quotes.

10.5.3 Take off sheets, calculations, purchase orders, vouchers quotes, other financial data to support Claims or any other request for damages or additional money.

10.5.4 Financial statements for all years during the Contract Time. In addition, the Owner may require, if it deems appropriate, additional financial statements for three (3) years preceding execution of the Contract and six (6) years following Final Acceptance of the Contract.

10.5.5 Depreciation records on all Design-Builder's and Subcontractor's equipment, whether these records are maintained by the Design-Builder and Subcontractor involved, its accountant, or others.

10.5.6 All documents establishing the actual cost of owning and operating equipment.

10.5.7 All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim.

10.5.8 Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractor, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

10.5.9 Worksheets, software, and all other documents used by the Design-Builder (a) to prepare its GMP Proposal or schedule(s) and/or (b) to prepare quotes and bids to the Design-Builder.

10.5.10 All schedule documents, including electronic versions, planned resource codes, or schedules and summaries, including but not limited to those that support the Design-Builder's request for change in the Contract Time.

10.5.11 All submittals.

10.5.12 All other documents, including email, related to the Project, Claims, or Change Orders.

10.6 Owner Evaluation of Claim. After Design-Builder has submitted a fully documented Claim that complies with Article 10, Owner shall respond, in writing, to Design-Builder within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to Dispute Resolution in accordance with Section 10.7.

10.7 Dispute Avoidance and Resolution.

10.7.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other through the life of the Project, to avoid or minimize disputes or disagreements.

If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work. If a matter cannot be resolved through the Design-Builder, Owner, and Owner's Owner Representative, Design-Builder's Principal-In-Charge/Signatory (PIC) and Owner's Signatory, upon the request of any party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve any issue.

10.7.2 If after meeting the Design-Builder's PIC and Owner's Signatory, determine that the dispute cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting a formal Claim and request facilitated, non-binding mediation.

The mediation shall be conducted by a mutually agreeable impartial mediator. If the parties have not reached an agreement on a mediator within thirty (30) days of the request, either party may submit the unresolved claims or disputes to JAMS, Seattle, Washington, or such other alternative dispute resolution service to which the parties mutually agree, for appointment of a single mediator. The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held near the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.8 Litigation. Any Claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.7 above shall be decided by litigation, unless the parties mutually agree in writing otherwise. All unresolved Claims of Design-Builder shall be waived and released unless Design-Builder has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion of all the Work designated in writing by Owner or (b) 60 days after Final Completion. This requirement cannot be waived except by an explicit written waiver signed by Owner and Design-Builder. The pendency of mediation shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or 30 days after the last mediation session ended with no further sessions scheduled by the mediator.

10.9 CONSEQUENTIAL DAMAGES.

10.9.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.9.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Costs and damages for which Owner shall not be liable under any circumstances include but are not limited to: (a) borrowing or interest costs, charges, or expenses of Design-Builder; (b) alleged lost profit or overhead on any other project; and (c) Design-Builder's failure or inability to obtain other work.

10.9.2 The consequential damages limitation set forth in Section 10.9.1 does not waive and does not otherwise affect (1) any payment of liquidated damages that may be established by the parties, and which would be intended, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential; or (2) Owner's entitlement to actual direct damages arising out of or related to breach of this Contract by the Design-Builder.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.

11.1.2 Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If the Contract establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed under this Contract. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of Article 9 of the Contract.

11.3 Design-Builder's Right to Terminate for Cause.

11.3.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.3.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.3.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.3.1.3 Owner has failed to pay Design-Builder for properly submitted and approved accurate Applications for Payment in accordance with Section 8.2 of the Contract for undisputed amounts due and owing.

11.3.2 Upon the occurrence of an event set forth in Section 11.3.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 9 of the Contract.

11.4 Bankruptcy of Design-Builder.

11.4.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate Owner's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.4.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.4.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Design-Builder fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to Owner under this Article 11.

11.4.2 The rights and remedies under Section 11.4.1 above shall not be deemed to limit the ability of Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally, or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data

via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Public Records. This Contract and all public records associated with this Contract shall be available from Owner for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Design-Builder are needed for Owner to respond to a request under the Act, as determined by Owner, the Design-Builder agrees to make them promptly available to Owner. If the Design-Builder considers any portion of any record provided to Owner under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Design-Builder shall clearly identify any specific information that it claims to be confidential or proprietary. If Owner receives a request under the Act to inspect or copy the information so identified by the Design-Builder and Owner determines that release of the information is required by the Act or otherwise appropriate, Owner's sole obligations shall be to notify the Design-Builder (a) of the request and (b) of the date that such information will be released to the requester unless the Design-Builder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Design-Builder fails to timely obtain a court order enjoining disclosure, Owner will release the requested information on the date specified. Owner has, and by this section assumes, no obligation on behalf of the Design-Builder to claim any exemption from disclosure under the Act. Owner shall not be liable to the Design-Builder for releasing records not clearly identified by the Design-Builder as confidential or proprietary. Owner shall not be liable to the Design-Builder for any records that Owner releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

13.2 Assignment. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship. Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors, and assigns.

13.4 Governing Law. The Contract and all Contract Documents shall be governed by the laws of the State of Washington without giving effect to its conflict of law principles. Exclusive venue for any dispute arising out of this Contract shall be in King County Superior Court. Design-Builder shall include a "Stipulation of Venue in King County" in all subcontracts hereunder. Should the Design-Builder or any member of the Design-Build Team be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this Contract.

13.5 Severability. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver. The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings. The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.4 of the Contract.

13.9 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

-END OF GENERAL CONDITIONS-

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-133
Type: Consent Item

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

Parks	Loreen Hamilton	425-979-8280

DEPARTMENT STAFF:

Parks	Lindsey Falkenburg	Parks Planning Manager

TITLE:
Award of Parks Signage & Wayfinding Standards and Strategy Plan Contract, to Toole Design Group, LLC, in the Amount of $99,997

OVERVIEW STATEMENT:
The City Council is being asked to award a contract to Toole Design Group, LLC to provide professional services in the development of a Parks Signage and Wayfinding Standards and Strategy Plan. The contract is in the amount of $99,997.00.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2023 Parks, Arts, Recreation, Culture and Conservation Plan, Redmond 2050
- **Required:**
  Council provides authorization for the Mayor or designee to sign
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
This contract with Toole Design Group, LLC, outlines an agreement to provide professional services in the development of a comprehensive Signage and Wayfinding Standards and Strategies Plan. This plan will include a thorough assessment

of current and existing signage and wayfinding in Redmond, as well as stakeholder engagement to ensure the plan aligns with the PARCC Plan and Redmond 2050. Toole Design Group will guide the city through a collaborative process to create standards and guidelines, as well as a strategic implementation plan to support a cohesive and coherent signage and wayfinding system within parks and at specific Citywide points of interest.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  September 2025: Contract Approval by City Council
  October 2025: Kick Off of the Signage and Wayfinding Standards and Strategy Plan
  November: Existing Conditions Analysis
  November - January: Stakeholder Engagement
  February - May: Design Standards
  May - August: Implementation Plan
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
$99,997

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

Budget Offer Number:
0000284

Budget Priority:
Safe and Resilient

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

Funding source(s):
General Fund Surplus

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/2/2025	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
If not approved, the Parks Planning division would be unable to ensure a parks-wide, comprehensive approach to signage and wayfinding in alignment with the PARCC Plan and Redmond 2050.

ATTACHMENTS:
Attachment A: Bid Submittal from Toole Design Group, LLC
Attachment B: Updated Project Schedule from Toole Design Group, LLC
Attachment C: Consulting Services Agreement - Toole Design Firm Signage and Wayfinding

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BID RESPONSE

Responding To:

Bid/Project Number: RFP 10871-25

Bid/Project Title: Parks and Trails Signage & Wayfinding Standards & Strategy Plan

Closing Date: 06/06/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:
Toole Design Group, LLC

Printed Name of Person Submitting Response:
Jessica Fields, PE, AICP

Email:
jfields@tooledesign.com

Signature of Person Submitting Response: DocuSigned by: Jessica Fields, PE, AICP DFBBE8B7B2EF4C6...

Date:
6/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

TOOLE DESIGN

CITY OF REDMOND

PARKS AND TRAILS SIGNAGE AND WAYFINDING STANDARDS AND STRATEGY PLAN

RFP 10871-25 ▪ JUNE 6, 2025



Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

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1. EXECUTIVE SUMMARY AND OVERALL APPROACH

Toole Design is pleased to submit this proposal for the **Redmond Parks and Trails Signage & Wayfinding Standards & Strategy Plan.**

This Executive Summary summarizes our proposal, firm qualifications, and contact information. It also emphasizes what we see as the most important elements for project success.

Toole Design is excited at the prospect of partnering with the City of Redmond to develop a wayfinding plan that helps the city achieve the values and goals of the Parks, Arts, Recreation, Culture and Conservation (PARCC Plan) and Redmond 2050 (comprehensive plan).

Toole Design will meet the requirements set forth in the Request for Proposals (RFP), and our approach is tailored to those requirements.

While our full approach is shown in detail in the Methodology Section, the following highlights are foundational to our approach and will serve as guideposts throughout the wayfinding sign development process.

We have read and understand the Redmond Zoning Code; 21.44.010 as it relates to sign graphics and design standards.

The project will have four primary tasks:

1. **Project Management:** Toole Design has a reputation for excellent project management. We understand that the key ingredients to successful management includes excellent communication and effective management of scope,schedule, and budget.
2. **Discovery Phase**: An assessment of existing signage and wayfinding conditions to highlight gaps, needs, and opportunities for creating a cohesive signage system that aligns with city branding.
3. **Design Phase:** Identification of a sign family for parks, trails, and key city facilities and destinations along with design concepts for considerations and evaluation by the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee and applicable City staff.
4. **Strategy and Documentation:** Development of design intent drawings for the preferred design, along with a full prioritized implementation plan to guide the city in fabrication and installations of a new signage and wayfinding system.



The SMART pathway wayfinding was designed to guide user through a wide range of settings, such as this trailhead beside a train station.

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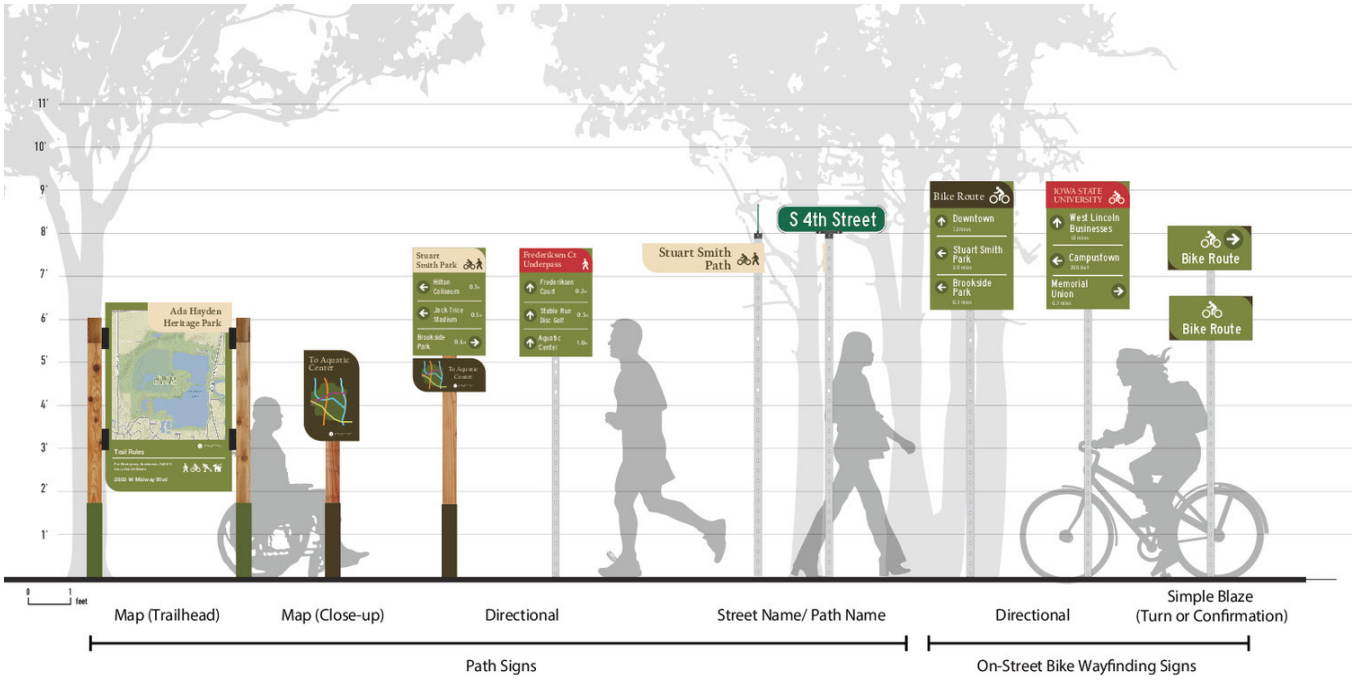
OUR TEAM

Our Project Manager will be Kristen Lohse. As our regional trails and wayfinding lead, Kristen brings national experience working specifically on parks and trails wayfinding and signage. Kristen will be supported by Amalia Leighton Cody, Principal-in-Charge for this project. Amalia brings extensive experience working with various City of Redmond departments and has presented to various committees, commissions, and Councils over her 20 years of working in Redmond. Our team QA/QC lead will be Erin Williams. Erin brings experience designing, specifying, and overseeing the installation of a variety of signs and wayfinding elements specifically in Washington State.

Contact Information

Kristen Lohse
206.297.1601 x304 klohse@tooledesign.com

Toole Design views wayfinding as a strategy for connecting people to place. Our interdisciplinary urban design team is passionate about creating transformative designs that are enduring, beautiful, context sensitive, and functional.



Toole Design's wayfinding practice includes recreation and active transportation on trail, streets, in parks, campuses, and the built environment.

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2. METHODOLOGY IN ADVANCING GOALS AND POLICIES

REDMOND PARCC TRAIL SIGNAGE, WAYFINDING AND EMERGENCY RESPONSE

We understand that there is a great interest and opportunity for Redmond to continue to improve trail and trailhead signage and wayfinding, enhance online trail maps, and explore ways to indicate connections to bus and rail transit. With the completion of the Redmond Central Connector, changes to the Marymoor and Eastrail with the completion and openings of the light rail stations, there is expanded opportunities to connect non-motorized travel to local and regional parks.

The scope of this project can forward the actions regarding sign implementation as outlined in PARC:

- Directional and regulatory signage
- Trail user etiquette and hierarchy signage
- Continuous route signage for route identification and wayfinding
- Distance markers or periodic information regarding distance to areas of interest
- Warning signs to caution users of upcoming trail transitions or potential conflicts with motor vehicles
- Interpretive information regarding ecological, historical, and cultural features found along and in proximity to the trail
- QR codes should be considered for access to online trail maps and additional information

Our long standing and on-going work with King County parks can support the coordination of wayfinding and signage to support access and connections to regional parks and trails. Our work on the King County sign manual can support the locations of kiosks for Redmond Parks as the they relate to King County Park kiosk location guidelines and standards.

We understand that Redmond is interested in incorporating emergency response system into the wayfinding signage program so that if there is an emergency with the park and trail network people can be located. This could be implemented into signs at destinations, trailheads, and other 'nodes' along the trails by including the emergency locator ID number to help emergency response teams find and address any emergencies.

USER EXPERIENCE, SPATIAL QUALITY, AND WAYFINDING

To achieve a successful, high-quality trail system that draws a variety of users, park and trail managers need to go beyond physical connectivity and deliver a truly rewarding and rich experience to the user. The spaces created in parks and along trails should allow a visitor to experience the route rather than just simply getting to and from destinations. Bicycle and pedestrian amenities like wayfinding can draw people into the trail system the same way people are attracted to well-designed park spaces. In fact, at Toole Design, we often talk of streetscapes and multimodal trail systems as connected linear parks for people to enjoy. Wayfinding provides a tremendous opportunity to elevate the user experience throughout the Redmond Parks system by providing orientation and navigational tools that are aesthetically pleasing, culturally sensitive, inclusive of all ages and abilities, and based on the best digital and analog practices. Our approach to trail wayfinding is to focus on the needs of each individual user to create signage systems that turn the park and trail system and surrounding built environment into an easy-to-navigate landscape. The signs in the Redmond Park system will need will serve the following purposes:

- Informational—maps and orientation cues
- Identification and Confirmation—Redmond community and destination identification, City of Redmond Branding, Eastrail and King County Parks branding, and the Leafline Trails network branding
- Directional—"the breadcrumbs" that enable people to follow a route/reach a destination
- Regulatory—positive trail user management

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EQUITY AND INCLUSION

We applaud City of Redmond for recognizing that it is important to make sure the park system benefits are "realized and distributed across diverse populations and settings." We understand that Redmond wants to make all community members feel welcome in parks and on trails, attract new users, encourage a wider range of park and trail-based activity. This can occur by using wayfinding and signage to create connections between neighborhoods and community hubs as park and trail connections are enhanced and created.

Integrating trail signage and wayfinding with public transportation, bike lanes, or pedestrian pathways can support access to parks for all users and reduce the need to accommodate vehicles at various park facilities.

These goals also requires a project process that includes the voices and embraces the perspective of all trail users, with a central focus on people who represent BIPOC perspectives as well as the disability community. We propose working directly with BIPOC and disability communities from the outset of the project, through concept alternatives and selection, to understand their needs and concerns so they can shape the final product.



Our approach to wayfinding is to center the user experience in our designs; to do this we seek perspectives from a wider range of stakeholders. This often includes providing engagement materials in multiple languages.

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3. PROJECT MANAGEMENT APPROACH AND METHODOLOGY

Toole Design has a reputation for excellent project management. We understand that the key ingredients of successful management include excellent communication and effective management of scope, schedule, and budget. Our success is grounded in regular communication with the client to discuss any issues before those issues turn into problems that could impact schedule or budget. In addition, the depth of Toole Design allows additional staff resources to be allocated if project needs arise. Toole Design strives to diversify the skills of our staff members, which increases our team's overall flexibility and capacity.

Toole Design is also committed to developing high quality work. Quality is achieved through adequate planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and personnel that perform work functions carefully, accurately, and completely.

TASK 1: PROJECT MANAGEMENT

Following the execution of the project contract, we will develop a project work plan and conduct a kickoff with the Redmond Parks team. The meeting will focus on review of the scope of services, project timeline, key outcomes, and deliverables. After the kickoff meeting, the Toole Design PM will update the detailed project schedule and issue along with meeting minutes.

We will establish a regular check-in meeting between the Project PM and Toole Design PM (we suggest biweekly). All meetings for the project are assumed to occur digitally except where noted otherwise.

This task also includes overall project administration, including monthly invoicing and progress reports.

TASK 1 DELIVERABLES:

- Detailed project schedule
- Kickoff meeting
- PM meeting agendas and action items
- Monthly progress reports and invoicing

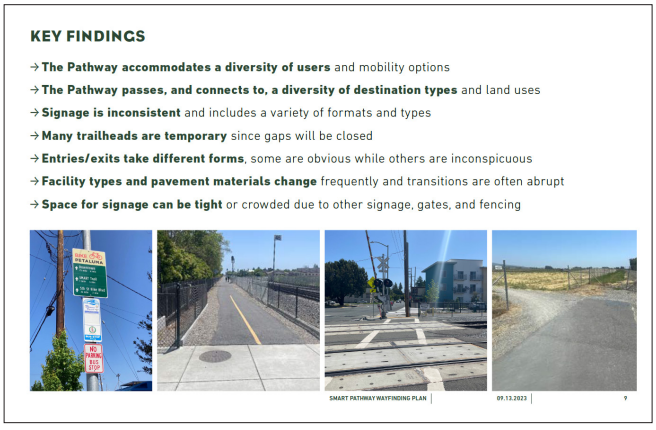
TASK 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING

Our intent with this task will be to understand current branding and wayfinding guidance, document design requirements, and assess the state of park and trails signage system, and identify needs, all to inform the design of the signs.

TASK 2.1: DESKTOP REVIEW

The team will review relevant branding and design guidance documents including:

- City of Redmond Parks, Arts, Recreation, Cultural and Conservation Plan (PARCC Plan)
- Redmond 2050 Comprehensive Plan
- Previous signage studies and improvement efforts
- Current rules for Redmond Parks
- City of Redmond branding
- City of Redmond Transportation Plan and Update
- City of Redmond bicycle design manual guidance
- AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, 1st Edition
- AASHTO *Guide for the Development of Bicycle Facilities*
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design
- Public Rights of Way Accessibility Guidelines
- U.S. Access Board Summary of Accessibility Standards for Federal Outdoor Developed Areas (2014): Trails and Trail Signage



An example of existing conditions findings presented based on fieldwork for SMART Pathway.

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TASK 2.2: STATE OF SIGNAGE ASSESSMENT

The team will perform an assessment and analysis of the City of Redmond's existing signage and wayfinding system as it relates to parks, trails, recreation, and City facilities. We will also assess how the trail system is integrated with both parks and the street network via signage.

Our team believes that a comprehensive inventory of all Redmond's park signs may not be necessary. We can draw on the PARCC Plan for basic inventory information and supplement that with targeted field work. We propose having two team members conduct in person reviews of existing signage for one business day. Locations to be reviewed will be determined in collaboration with Project PM, and expected to include roughly 5–8 parks, with selection focused on exposing the team to a representative sample, including parks that are and are not following standards, a balance of large and small parks, as well representation of a variety of facility types (i.e., trails, playgrounds, athletic fields, event centers, historic sites, gardens, etc.). Parks staff may elect to join the team for portions of fieldwork to discuss operational challenges of the current system in context.

This assessment will focus on:

- Identifying typical wayfinding sign types and current signage and wayfinding located inside parks, at park facilities
- Identifying typical wayfinding signs on trails and on-street signage and wayfinding that directs users to parks, trails and park facilities from surrounding streets.
- System gaps or inconsistencies, including sign types
- Park and trail user needs
- The state of maintenance of existing signs to understand how the designs are holding up and to inform appropriate material selections

The assessment be used to shape recommendations for addressing wayfinding sign deficiencies, signage that needs to be update or removed, and opportunities for enhancement and future improvements.

The assessment will be documented with photos of current parks signage, as provided by Client and/or as visible on Google Street View, and limited field work.

TASK 2.3: STAKEHOLDER INPUT

We understand that public engagement is not required for this project. However, we feel that engaging key stakeholders, in addition to the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee, will ensure the success of the project. For this task, we will develop a brief Public Engagement Plan (PEP) memo with the following information:

- Communication and engagement methods that will be used throughout the project, identifying roles and responsibilities
- Method for promoting meetings and participation Methods of gathering and documenting input, and how public input will inform each phase of development of the brand and wayfinding
- Goals and public input methods for each stakeholder engagement event or effort
- Strategies to bring a range of voices to the project.



Testing sign designs in the field provides important user feedback.

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Stakeholder Focus Groups

We find stakeholder groups to be a useful tool for soliciting input from the community in a way that is open and inclusive and allows people to feel heard. The PEP will identify potential stakeholder groups to engage in virtual focus group meetings and include culturally relevant strategies for engaging these populations. Of up to three planned focus group meetings, we propose:

- The first focus group for parks maintenance staff to understand their management of the current sign system and what is working and what is not.
- One meeting to engage existing Redmond parks user groups, but should include a range of user types, including people who walk as well as people who bike, older trail users, and families. We are referring to this focus group as "Park and Trail Users."
- The remaining meeting is intended to engage BIPOC community members who are not necessarily regular park users. We recommend including the disability community as well, to consider how the signs can promote universal design to benefits all trail users. We are referring to this focus group as "BIPOC/Disability Users."

TASK 2 DELIVERABLES:

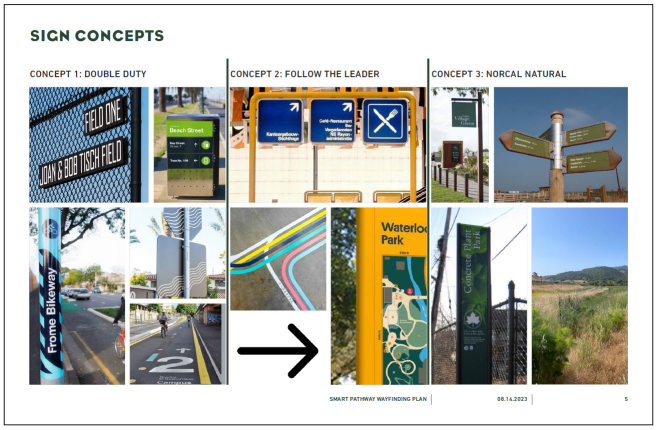
- Comprehensive memo describing, illustrating, and analyzing findings from both desktop and field reviews
- Public Engagement Plan, draft and final
- Facilitation of up to three stakeholder focus groups with meeting summaries
- Presentation to the Parks, Trails and Recreation Commission subcommittee (Meeting #1)

TASK 3: DESIGN STANDARDS

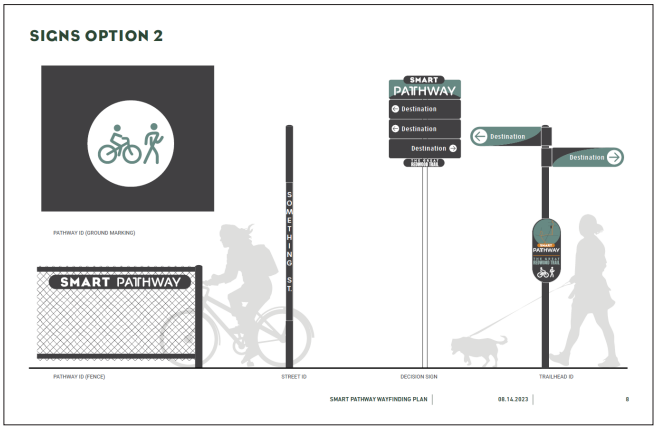
This task will focus on the development of design concepts which address the needs identified in Task 2. These may include a combination of updates to existing sign types, composites of existing elements which are working, and entirely new sign designs. Documentation will be approached as Design Intent guidance, with information geared towards the ability to adapt to various scenarios as signage is updated in different parks or installed in new parks, rather than focusing on illustration of specific scenarios for all Redmond parks.

TASK 3.1: SIGN FAMILY CONCEPTS

Based on needs identified in Task 2, the team will prepare a conceptual Sign Family, outlining the overall size, format, and fabrication approach of the suite of signs. It is expected that not more than 30 sign types will be needed, including types such as major and minor entry signage, pedestrian directionals, vehicular directionals, multi-rule and single-rule signs, and amenity identification. One draft will be provided to the Client PM. Updates will be incorporated into the subsequent presentation, which will include up to three graphic concepts exploring the approach to sign layouts through typography, color, and symbols, on a selection of up to five representative sign types, for example an entry sign, amenity identification sign, a directional sign, a rules sign, and a historic feature sign, presented as an illustrative elevation with key dimensions highlighted. The object at this step is to select an overall graphic approach to the system, as well as identify input required by Staff on typical sign content (i.e., rules language, hours of operation, etc.)



Toole Design explores site concept through mood boards in order to develop distinct conceptual directions.



Concepts are then explored across a limited palette of signs to establish the overall look and feel.

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TASK 3.2: DESIGN INTENT DRAWINGS

Based on feedback from Tasks 2 and 3.1, the design team will update the complete recommended sign family to the selected concept. Each sign type will be drawn and diagrammed to illustrate typical usage and placement scenarios, including:

- Primary sign elevation
- Dimensions of major elements
- Color, typography, and material specifications
- Accessible design elements
- Typical placement considerations

Full size prints of up to five representative sign types, mounted on hex board or similar, will be provided for evaluation. Drawings and prints will be submitted three weeks prior to scheduled staff team review. Design team PM will attend a Staff Team Review to answer questions and receive any comments. Any additional comments will be collected and delivered to the design team in one comprehensive summary.

TASK 3 DELIVERABLES:

- Draft Sign Family
- Concept Design Presentation Parks, Trails and Recreation Commission subcommittee (Meeting #2)
- Up to five full size prints
- 50% Design Intent Drawings
- 50% Design Staff Team Review



Design Guidelines pages prepared for Broomfield, CO.

TASK 4: IMPLEMENTATION PLAN

Toole Design will update the Design Intent drawings to address all relevant comments or discuss and resolve with Client PM where not advisable to incorporate. Design drawings will be updated to include final layout approach, messaging/content guidance, dimensions, and specifications.

Concurrent with drawing finalization, the team will develop written portions of the Sign Manual, which instructs future designers, fabricators, and/or operations team members on the use and layout of the new sign standards. The total document (both written and illustrative content) is anticipated to be no more than (80) tabloid size pages, single sided. A Draft Outline will be submitted to PM prior to commencement of writing, but is anticipated to include topics like:

- Goals and objectives
- Overview of Design Process, including stakeholder input
- Glossary of terms
- Typography, Symbol, Color, and Material Specifications
- Use of City of Redmond brand, as well as any relevant sub-branding or co-branding
- Best practices for signage assemblies
- Best practices for accessibility (ADA)
- Design Intent drawings
- Guidance for types of written content for each sign type
- Guidance for abbreviations
- Guidance for multi-lingual messaging
- Guidance for placement and mounting of each sign type
- Guidance on co-location of signs
- Guidance on existing and temporary sign removal
- Priority implementation areas
- Implementation steps and expected timelines

TASK 4 DELIVERABLES:

- Sign Manual Outline
- Draft Sign Manual
- 90% Progress meeting
- Final Sign Manual
- Up to two presentations of the final Sign Manual, including the Parks, Trails and Recreation Commission subcommittee (Meeting #3)
- Source files in Adobe Illustrator format

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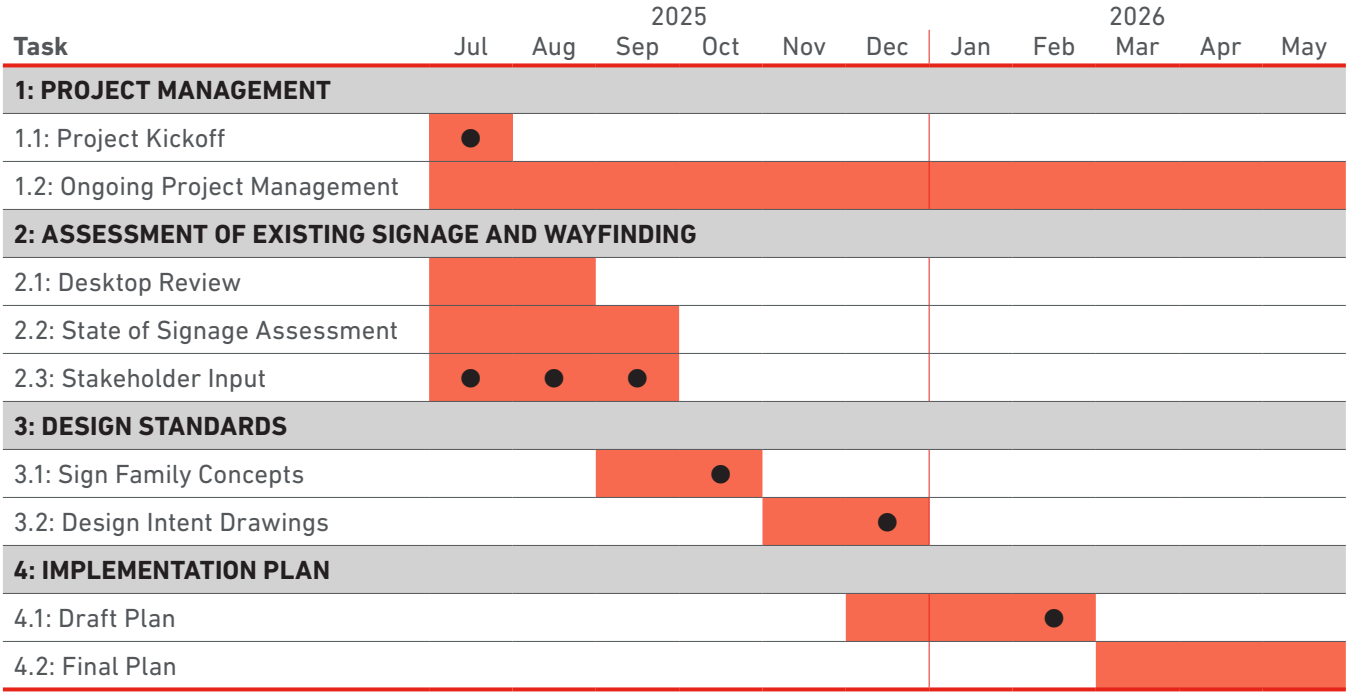
4. PUBLIC ENGAGEMENT STRATEGY

We acknowledge receipt of the addendum (Q&A as of 6.04.2025) which indicates that public engagement is not a required part of this effort. We have noted our public engagement proposal in the methodology under Task 2.



SCHEDULE

We anticipate a time frame of approximately 10 months.



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5. QUALIFICATIONS AND PROJECT LEAD AND TEAM

FIRM QUALIFICATIONS

Toole Design has provided high quality multimodal wayfinding plans to clients since Jennifer Toole founded the company in 2003. The Toole Design Team has since grown to 19 offices and nearly 300 employees across the U.S. and Canada.

As a multidisciplinary firm, Toole Design brings experts in environmental graphic design, wayfinding, parks and recreation design, multimodal transportation especially trails, urban design, engagement, and civil engineering design and construction. Our team has a keen understanding of the parks network that serves the people that live, work, and visit Redmond. Since 2008, Toole Design staff have been working in collaboration with City of Redmond and King County Parks to make seamless trail connections to support access to local and regional parks along the King County trail systems.

Toole Design staff have experience in all facets of the development of public wayfinding systems, from concept and route planning through to documentation and installation. Our team has developed wayfinding protocols and manuals, regional wayfinding plans, planning and design of on- and off-road wayfinding systems, informational kiosks, sign construction plans, and has provided oversight of sign installation by both city crews and contractors. For parks facilities our team can support signage and wayfinding appropriate for all parks, trails, and facilities. For trail facilities, our team brings in-depth understanding of the AASHTO Bike and Pedestrian Guides, of which we have authored multiple editions, and we are expert at developing wayfinding that is PROWAG and MUTCD-compliant, while still communicating the unique character of the community.

For this project, Toole Design has assembled a team of creative and skilled environmental graphic designers and planners who specialize in creating high quality user experiences in recreation and active transportation settings.

Toole Design's staffing plan for this project is included below. We have a deep bench of local and national resources to augment the team as needed. Resumes for all team members begin on the following page.

Redmond
WASHINGTON

LEADERSHIP TEAM

Amalia Leighton Cody, PE, AICP	Kristen Lohse, ASLA	Erin Williams, LEED AP®, SEGD
Principal-in-Charge	*Project Manager*	*QA/QC Lead*

PROJECT STAFF

Ash Gibson, SEGD	Allison Phillips
Environmental Graphic Designer	*Outreach and Multimodal Planning Lead*
Jakob Ward, PE	Teresa Damaske, PLA
Multimodal Design Lead	*Landscape Architect*

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KRISTEN LOHSE, ASLA

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 26

Toole Design: 2013-Present

MacLeod Reckord: 2005-2012

Parametrix, Inc.: 1999-2005

EDUCATION/ CERTIFICATION

Master of Landscape Architecture, University of Oregon: 1999

Bachelor of Landscape Architecture, University of Oregon: 1997

Bachelor of Arts, Art History, Scripps College: 1989

AWARDS

Mariposa Transportation Center Project: Best Comprehensive Plan 2020, APA Small Town and Rural Division

Westlake Protected Bike Lane Project: #1 New Bike Lane in the U.S., PeopleForBikes: 2016

APPOINTMENTS/ AFFILIATIONS

American Society of Landscape Architects

City of Seattle Bridging the Gap Levy Oversight Committee, Co-Chair: 2010- 2015

City of Seattle People's Academy for Community Engagement Advisory Board: 2012-2013

City of Seattle Pedestrian Advisory Board: 2007-2011

Kristen is a Principal Urban Designer with over two decades of experience in multimodal planning and design. In her work, Kristen is intent on creating safe, efficient, convenient transportation systems that contribute to a community's sense of place as high quality, vibrant public spaces. She brings her versatile skill set to the design of wayfinding systems, from the ability to analyze and plan a wayfinding network, to the design of signs and communication of ideas in a graphically-compelling way. She has also worked on several regional-scale trail and bicycle network wayfinding plans, as well as wayfinding systems for high comfort bicycling networks.

SELECTED PROJECT EXPERIENCE

Seattle Parks Trails Classification and Signage Study, Seattle, WA
Kristen is managing this project to develop a trail typology for Seattle Parks that will inform user management strategies to knit together the city's on and off-street trail network. The project will also be developing concepts for wayfinding signs to enhance the experience of all parks users.

Tacoma Dome Station Wayfinding Project, Tacoma, WA
Kristen led this wayfinding sign project to improve navigation at a Pierce Transit transit hub that supports regional and local light trail, heavy rail, local and regional buses, plus two parking garages. Under Kristen's guidance, the team developed multiple design alternatives for consideration and then developed a wayfinding plan and full designs with the preferred design.

Eastrail Wayfinding, King County, WA
King County Parks aims to attract more and diverse users to the new Eastrail corridor, a 42 mile rail to trail corridor under development. Toole Design, under Kristen's management, is leading a team to develop wayfinding strategies that incorporate newly developed Eastrail branding, the multi-county Leafline Regional Trails Coalition branding, and identities for seven local jurisdictions, many with diverse population. The project will draw on Kristen's trail planning expertise, and work with other wayfinding and engagement experts to develop the wayfinding plan delivered through an equitable process.

Eastside Rail Corridor and King County Regional Trails Wayfinding Protocol, King County, WA
As part of the plan for the Eastside Rail Corridor, now known as the Eastrail, Toole Design developed a planning-level customizable protocol for the planning, design, and implementation of wayfinding signs along the 17-mile Eastside Rail Corridor and connecting active transportation facilities. The protocol will also be used through King County's 175-mile regional trail system, which connects over 50 cities, towns, and unincorporated areas. Kristen led the development of the protocol, which draws on national guidance and best practices and is tailored to conditions within King County. Given the many local partners, the protocol focused on contextual guidance and sign placement practices and ease of implementation.

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AMALIA LEIGHTON CODY, PE, AICP

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23

Toole Design: 2017-Present

MIG/SvR: 2002-2017

EDUCATION/ CERTIFICATION

Bachelor of Science,
Civil Engineering,
University of Washington: 2002

Professional Engineer: CA, WA

American Institute of Certified Planners

APPOINTMENTS/ AFFILIATIONS

Seattle Planning Commission: 2007-2016, Chair: 2014-2016

Seattle Design Commission: 2018-Present

American Planning Association

Institute of Transportation Engineers

Urban Land Institute

Bridge Program Trainer, Seattle Works, Public Boards and Commissions: 2007-2015

American Planners Association Ten Big Ideas Initiative

Amalia, Toole Design's Director of Engineering, Western U.S., is a civil engineer and planner who brings significant experience in designing trail, park, and roadway projects. Amalia is passionate about planning for changes in the built environment that improve the environment and the livelihood of the surrounding community. She brings significant experience working on master plans and feasibility studies. Amalia successfully partners with municipal agencies and their stakeholders to prepare concepts and documents that emphasize mobility, social equity, and community enhancement. Her experience includes roadway, park and trail planning and design.

SELECTED PROJECT EXPERIENCE

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia is the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. We have successfully performed a range of tasks over the last six years on two transportation on-call contracts, and we have recently started the third round of on-call services. Under these contracts we have developed conceptual level, up to full PS&E for bicycle and pedestrian facilities. Additionally, we have conducted a peer review of the City's Bicycle Level of Traffic Stress Analysis.

Rose Hill Neighborhood Greenways, Kirkland, WA
Toole Design prepared 100% plans, specifications, and estimates for the first two neighborhood greenways in the City of Kirkland. The project focused on intersection crossing improvements for cyclists and pedestrians along the 4.5-mile corridor, along with wayfinding pavement markings and signage. A raised intersection, speed humps, trail connections, push button activated crossing beacons, intersection diverters, and short sections of separated bike lane are part of this project that was constructed in 2021. Amalia was the Principal-in-Charge for this project and led the QA/QC for the project deliverables.

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia was the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. Amalia has successfully performed a range of tasks over the last six years on three rounds of transportation on-call contracts. Under these contracts we developed conceptual level, up to full PS&E for bicycle and pedestrian facilities.

King County Park Comprehensive Sign Manual, King County, WA
Under an on-call with King County Parks, Toole Design undertook this project to compile existing signage information from four departments of King County Parks and to develop a comprehensive sign manual. The manual addresses every aspect of sign planning, design, installation, maintenance, and asset management. Amalia served as Principal-in-Charge and led the quality review process.

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ERIN WILLIAMS, LEED AP®, SEGD

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15

Toole Design: 2022-Present

RIOS: 2016-2022

Gensler: 2013-2016

Koning Eizenberg: 2012-2013

Karten Design: 2009-2012

EDUCATION/ CERTIFICATION

Master of Fine Arts, Visual Communication Design, University of Washington: 2009

Bachelor of Architecture, University of Southern California: 2005

LEED® Accredited Professional

APPOINTMENTS/ AFFILIATIONS

Society for Experiential Graphic Design

American Institute of Graphic Arts

Erin is a Senior Environmental Graphic Designer with a demonstrated record of leading award-winning projects recognized for their experiential impact. Her diverse background including information design, brand strategy, user research, and the built environment, unites in a user-centered design perspective that helps people navigate complex spaces. With built work spanning from public works to mixed-use developments to football stadiums, Erin remains grounded in the strategic and economic objectives of her clients while also diving deep on details like typography and material selection.

SELECTED PROJECT EXPERIENCE

Montgomery Parks Sign and Standards Manual, Montgomery County, MD
Erin is serving as the Project Manager for this parks signage manual, helping to organize signage across 37,000 acres of 400+ parks. Her design leadership has helped resolve competing interests of operations managers, park police, and communications staff, leading to a clear and flexible design solution.

Raleigh Greenway Wayfinding Plan, Raleigh, NC
As lead designer for the update of Raleigh's Greenway Wayfinding Plan, Erin created new sign types to fill in gaps in Raleigh's existing sign family, as well as provided an overall refresh of existing sign types and the guidance for how they should be used.

Bremerton Wayfinding, Bremerton, WA
Erin led wayfinding design for this small city on the Olympic Peninsula, as well as documentation for a pilot program. Her strategic process and big-picture thinking has helped the team to synthesize feedback and contextualize the design to achieve overwhelming consensus from a variety of stakeholders, clearing the path for construction.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA
As Principal-in-Charge for this regional trails wayfinding plan, Erin is providing guidance on brand strategy and wayfinding best practices, as well as overall design oversight on the project.

Tacoma Dome Station Wayfinding, Tacoma, WA
As the Design Lead, Erin developed conceptual wayfinding strategies that guide users to six different transit lines supported by two garages at this flagship transit hub. Her designs carefully leverage existing architectural elements as well as recognizable icons of local transit agencies to help transit riders navigate a complex situation quickly.

OTHER RELEVANT EXPERIENCE

Eastrail Wayfinding, King County, WA
Lynn Wyatt Square for the Performing Arts, Houston, TX
Grand Park Walking Path, Los Angeles, CA
Universal Plaza, Tigard, OR
Santa Monica Airport Park, Santa Monica, CA
Seattle Bicycling Guide Map 2010, Seattle, WA

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JAKOB WARD, PE

MULTIMODAL DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10

Toole Design: 2017-Present

Seattle Department of Transportation: 2015-2017

EDUCATION/ CERTIFICATION

Bachelor of Science, Civil Engineering, University of Washington: 2017

Professional Engineer: WA

Jakob is a skilled transportation engineer passionate about creating safer, more accessible streets for people walking and biking. With a decade of experience, he has played a key role in designing and delivering bicycle and pedestrian projects across North America. From conceptual visioning to detailed construction documents, Jakob brings a deep understanding of multimodal design, with expertise in civil engineering, grading, and rapid-implementation projects. Jakob has led and contributed to transformative projects, including redesigning key corridors, developing citywide bicycle design manuals, and improving pedestrian safety along high-traffic roadways. Whether managing complex alignments, refining intersection transitions, or shaping local and regional design standards, he applies technical precision with a keen eye for real-world usability.

SELECTED PROJECT EXPERIENCE

Bel-Red Buffered Bike Lanes, Redmond, WA
Jakob was the Deputy Project Manager and Design Lead for the design of buffered bicycle lanes on Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. Because the project extended beyond the City limits, Jakob coordinated with the City of Bellevue on the design of the NE 30th Street intersection in order to create a complete bicycle connection between the two cities.

156th Avenue Cycle Track, Redmond, WA
Jakob was a design engineer for a sidewalk and separated bike lane project on 156th Avenue NE in Redmond. Jakob produced concept designs for the alternatives analysis phase of the project, and is now serving as the Project Manager for the construction phase.

Bel-Red, NE 40th Street to NE 28th Street Bicycle Facility, Redmond, WA
Jakob was the Project Manager for the conceptual design of a two-way protected bike lane on Bel-Red Road in Redmond. In addition to developing the design and providing guidance on bicyclist safety to the City of Redmond staff, Jakob led the production of the conceptual designs in AutoCAD.

Bel-Red, NE 40th Street to WLSP Bicycle Facility, Redmond, WA
Jakob was the Project Manager for the conceptual design of a two-way protected bike lane. He developed the design and provided guidance on bicyclist safety to City staff. Jakob led the production of the conceptual designs in AutoCAD.

OTHER RELEVANT EXPERIENCE

Avondale Way Bicycle Facility, Redmond, WA
Bel Red WLSP to 28th Bike Facility, Redmond, WA
Bicycle Design Manual Update, Redmond, WA
Downtown Bicycle Facilities Concept Designs, Redmond, WA
Light Rail Station Analysis, Redmond, WA
NE 31st Street Connection, Redmond, WA
WLSP Bicycle Facility, Redmond, WA

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ASHLEY GIBSON, SEGD

ENVIRONMENTAL GRAPHIC DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 3

Toole Design: 2024-Present

The Bikery: 2023-2024

YMCA Earth Service Corps: 2023-2024

MDMD: 2022-2023

RORA: 2022

EDUCATION/ CERTIFICATION

Bachelor of Design, Visual Communication Design, University of Washington: 2023

LEED Green Associate
U.S. Green Building Council

Ash is a junior environmental graphic designer with experience in environmental education and public health, empowering young voices as experts in their communities to drive sustainability and develop projects that promote ecological health and integrate nature into urban settings. She has contributed to strategy, research, and design efforts for both public and private organizations in health and wellness, education, and social infrastructure. Ash specializes in wayfinding and information design.

SELECTED PROJECT EXPERIENCE

Tacoma Dome Station Wayfinding, Tacoma, WA
Ash is as an environmental graphic designer responsible for developing wayfinding plans for the construction of a wayfinding strategy that guides users to six different transit lines supported by two garages at this flagship transit hub. Her strategy carefully considers the various journeys and needs of transit users to help them navigate a complex situation quickly.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA
Ash is responsible for designing a new wayfinding strategy to implement in Cedar Rapids, and surrounding towns, that bring life to the unique charm of each destination while communicating a greater connection and reliability across the eight trails. Her designs carefully leverage native flora as well as local industry to help trail users easily identify and navigate this trail network.

SNG FIFA Wayfinding, Seattle, WA
In collaboration with Seattle Neighborhood Greenways, Ash designed a temporary wayfinding system to guide bike riders from Ballard to Lumen Field, where several 2026 FIFA World Cup matches will be held. The route features clear, encouraging signage with maps and simplified intersection diagrams that support navigation and build rider confidence. The project promotes biking as a joyful, accessible way to experience the city—whether for a global event or a local trip.

RideKC Streetcar Wayfinding, Kansas City, MO
Ash is currently developing a durable pedestrian wayfinding system along the Kansas City Streetcar route to serve both the 2026 FIFA World Cup and the city's long-term mobility goals. Designed to help visitors and locals navigate downtown, the system includes signage typologies, ride- and walk-scale maps, and a flexible color strategy tied to district identity. The design draws from national best practices to support multimodal travel and guide people to key destinations along the corridor.

OTHER RELEVANT EXPERIENCE

Friends of Seattle's Olmsted Parks Communications Committee, Seattle, WA
Kirkland Active Transportation Guide, Kirkland, WA
Seattle Parks Trail Classification and Signage, Seattle, WA
Sandy Williams Connecting Communities Program
WSDOT Washington Cycle Highway Action Plan

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329



TERESA DAMASKE, PLA

LANDSCAPE ARCHITECT

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22

Toole Design: 2017-Present

MIG/SvR: 2015-2017

SvR Design Company: 2006-2015

Integrated Site Design: 2003-2006

Northeast Greenways: 2002-2003

EDUCATION/ CERTIFICATION

Bachelor of Science, Landscape Architecture, Cornell University: 2002

Professional Landscape Architect: OR, WA

Washington State University Low-Impact Development Certificate: 2013

Plant Amnesty's Master Pruner Certificate: 2015

APPOINTMENTS/ AFFILIATIONS

Northwest Horticultural Society

Teresa is a landscape architect who has collaborated on Complete Streets and streetscape plans, on-street bicycle facilities and wayfinding systems, and numerous projects that make walking and biking easier and safer. Teresa has contributed to the wayfinding and signage for proposed neighborhood greenways in the City of Kirkland as well as for many miles of bicycle route wayfinding for the City of Seattle. When developing wayfinding plans, she draws upon her professional experience designing safer streets and her personal experience as a pedestrian and bicycle commuter.

SELECTED PROJECT EXPERIENCE

King County Park Comprehensive Sign Manual, King County, WA
Toole Design worked with King County Parks to develop a comprehensive manual for signage in parks. The manual compiles existing wayfinding and branding information in one place and provides information on process, design, etc. Teresa led the development of new 2D and 3D graphics to create a cohesive look throughout the manual.

Bicycle Design Manual Update, Redmond, WA
Toole Design helped the City of Redmond's update their Bike Facility Design Manual. The update involved incorporating the concept of Bicycle Level of Traffic Stress (LTS) into the manual by providing a methodology for determining LTS and providing guidance on which bike facility treatments in the manual will help meet the LTS goals of the City. Teresa assisted with the production of new bike facility graphics that followed the latest best practice for bike facility design, including new graphics on bus stops, right turn lanes, bikeway transitions, and other elements.

NE 31st Street Connection, Redmond, WA
Toole Design created the PSEs for a new shared use path through the Microsoft Building 109 parking lot to connect the SR 520 Trail, the bridge to the Overlake Lightrail Station and the Redmond Street grid. Teresa coordinated tree protection, irrigation, and landscape restoration. Construction was completed in 2021.

OTHER RELEVANT PROJECTS

156th Avenue NE Cycle Track, Redmond, WA
Redmond Bicycle Design Manual Update, Redmond, WA
Bel-Red Buffered Bike Lanes, Redmond, WA
Overlake Street Design Update, Redmond, WA
Redmond Transportation Plan, Redmond, WA
DRLE at Marymoor Park, Redmond, WA
Cleveland Street Trees and Sidewalks, Redmond, WA
North 30th Street Preliminary Design Project, Boulder, CO

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ALLISON PHILLIPS

OUTREACH AND MULTIMODAL PLANNING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 13

Toole Design: 2023-Present

Bicycle User Experience (BUX): 2021-2022

Independent Consultant: 2016-2023

gea21: 2017-2020

SvR Design Company: 2007-2009

University of Texas at Austin: 2005-2006

EDUCATION/ CERTIFICATION

Master of Science, Community and Regional Planning, University of Texas at Austin: 2007

Master of Arts, Latin American Studies, University of Texas at Austin: 2007

Bachelor of Arts, Biology, University of Oregon: 1997

AWARDS

Special Mention for Planning and Analysis for Seattle Pedestrian Master Plan, Washington ASLA: 2010

Allison is a transportation planner with private sector experience developing and implementing bicycle and pedestrian plans, multimodal encouragement programs, and facilitating public engagement processes. She specializes in plans and designs that support multimodal transportation choices for caregivers and children, Safe Routes to Schools, Vision Zero/sustainable safety, and research and technical writing related to active transportation and sustainable urbanism. Fluent in Spanish, Allison also supports bilingual project outreach work.

SELECTED PROJECT EXPERIENCE

Redmond Transportation Plan Update, Redmond, WA
Allison led the Toole Design Team's modal integration and alternative sidewalks analyses for the Transportation Plan update, contributing to the Bicycle, Transit, and Pedestrian chapters. Using GIS, she identified opportunities to improve comfort and safety for people walking and biking by analyzing sidewalk gaps in relation to the proposed bicycle network. Her team also guided policy and design discussions to support alternative sidewalk implementation. Findings were delivered in a technical memo and slide deck to support stakeholder engagement.

City of Redmond Bicycle Network Strategy Update, Redmond, WA
Allison served as project manager for Toole Design on the Redmond Bicycle Network Strategy Update, which focused on shifting short trips from single-occupancy vehicles to bicycles in support of the City's VMT and GHG reduction goals. Working closely with the City of Redmond, the team developed a vision, network principles, strategic actions, performance metrics, and implementation guidance. The updated network connects neighborhoods to light rail stations, schools, urban centers, and major employers through safe, high-comfort bicycle facilities. Allison played a key role in the development of technical memos on existing conditions, network strategy and vision, supporting network analysis and prioritization, and led the preparation of the Bicycle Chapter for Redmond's forthcoming Transportation Master Plan update.

Overlake Street Design Requirements Update, Redmond, WA
Allison assisted with updating and streamlining content, graphics, and maps to reflect changes in the Overlake subarea and make the Overlake Village Street Requirements (RZC Appendix 7) document easier to understand and apply.

Redmond Bicycle Manual Update, Redmond, WA
Allison helped update the City of Redmond's Bicycle Manual. Her work focused on developing a matrix of bicycle level of traffic stress (LTS) for Redmond bicycle facilities that referenced NACTO and WSDOT LTS standards.

OTHER RELEVANT EXPERIENCE

Martin Way Crossing Study, Olympia and Lacey, WA
City of Tukwila Local Road Safety Plan, Tukwila, WA

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6. TOOLE DESIGN EXPERIENCE

Toole Design has worked on many similar projects to the Parks and Trails and Wayfinding Standards and Strategy Plan. Below, we have featured some of our most relevant work.

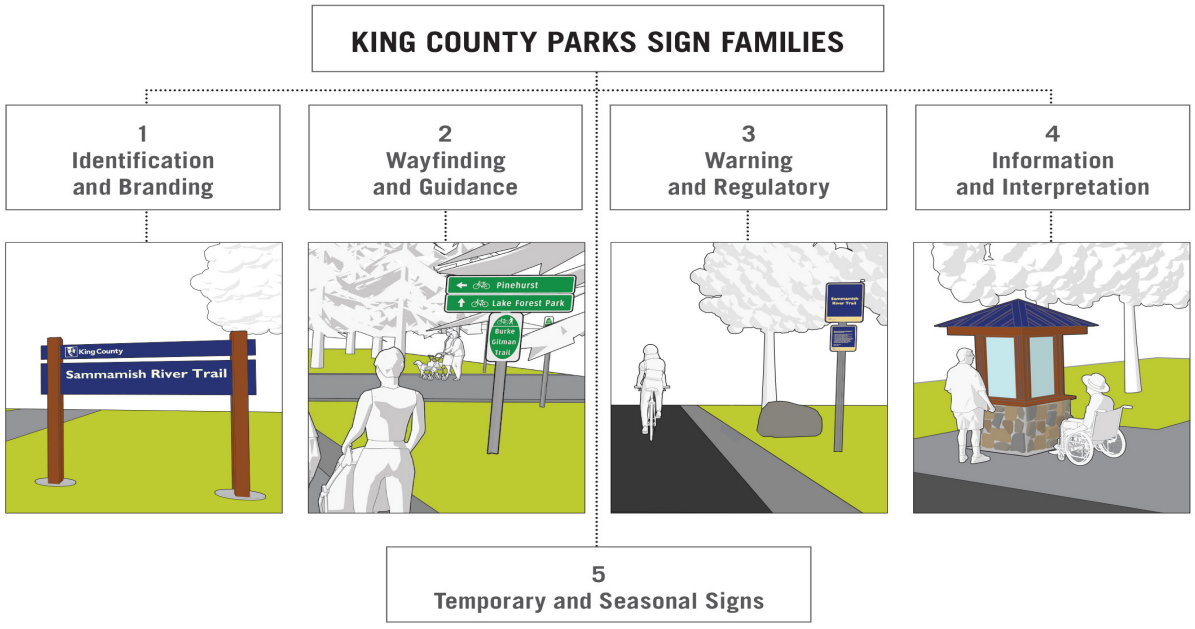
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
KING COUNTY, WA

Toole Design has worked with King County Parks since 2015, providing technical expertise through a variety of multi-disciplinary and trail-oriented on-call contracts and stand-alone work. In these projects, we have supported King County's goals around healthy communities and equitable access to recreation and opportunity. Project types range from trail master planning to technical design work and implementation, including wayfinding and environmental graphic design, GIS analyses, and trail design and engineering. Relevant projects below.

King County Sign Manual
Toole Design developed a comprehensive sign manual for use by staff, formalizing and consolidating the varied signs and standards used in the County's parks, facilities, trails, and natural areas into one document. The manual addresses identity and branding, wayfinding and guidance (for bicycles, pedestrians, and drivers), warnings and regulations, and information and interpretation of signs. It provides guidance for the full life cycle of signs, from selection, planning, and design to materials, procurement, programmatic placement, installation details, and maintenance.

Drawing from the National Parks Service Uni-Guide, AASHTO, and MUTCD guidelines, the manual aligns King County's standards with signage best practices, including for accessibility and translation. The final product consolidates policies and design standards for signs in King County properties to benefit users of the entire park system.

Eastrail Wayfinding Plan and Project
Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail, using new project branding. This goal is to develop a coordinated system of sign graphic standards for wayfinding on the Eastrail, which is currently being built in phases through seven cities and two counties. This effort is intended to develop wayfinding signs that incorporate Eastrail and local jurisdictional branding, connections to regional transit and intersecting regional trails, and other key destinations through the region. The sign design are intended to appeal to and attract a wide array of users with the goal making Eastrail more reflective of the diverse communities the trail passes through.

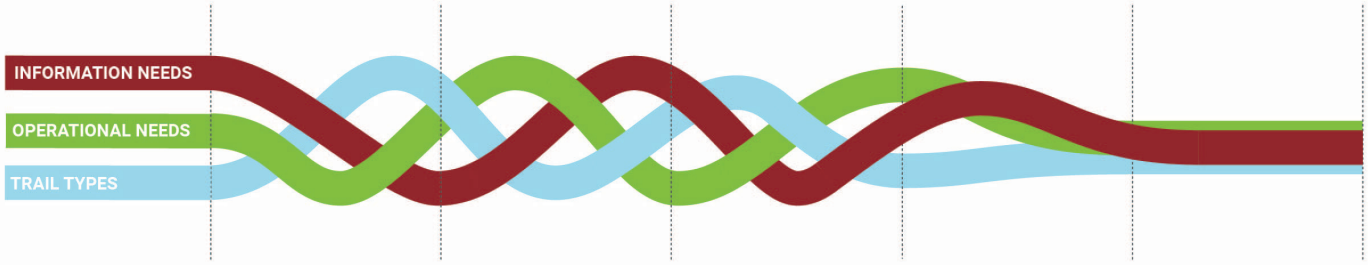


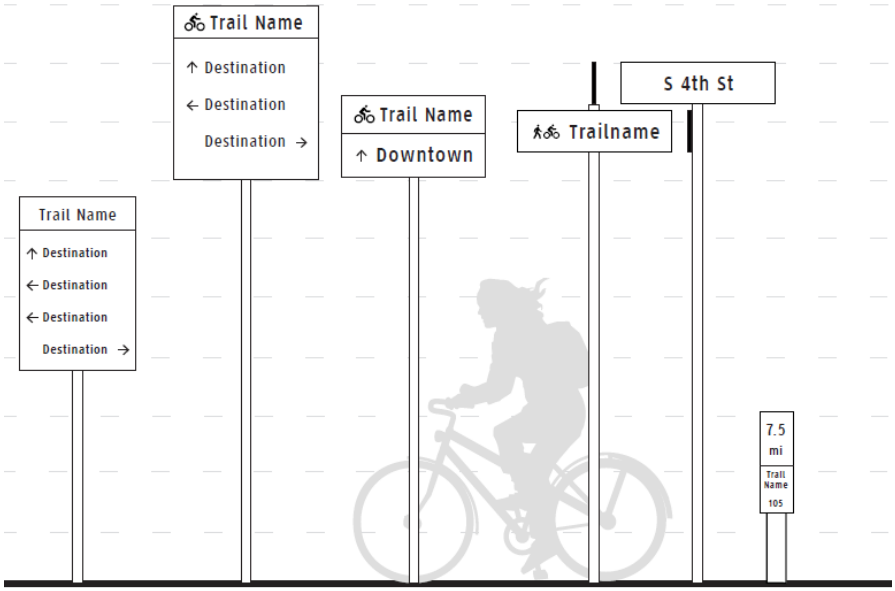
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SEATTLE PARK TRAILS CLASSIFICATION AND SIGNAGE STUDY
SEATTLE, WA

Seattle Parks and Recreation manages an extensive trail network of over 50 miles of paved and over 90 miles of soft-surface trails, used by an increasingly diverse group of users and modes including e-bikes, scooters, mobility assistance devices, micromobility vehicles, mountain bikes, runners, walkers, and pets.

To better address these uses, Toole Design is working on a new trail classification system to help SPR better manage their trail system and meet ever increasing demands. The typology takes into account trail purpose, context, user needs, design and maintenance considerations. The trail classification will inform the development of a trail wayfinding signage family recommendations.





Trail Decision	*Street Decision*	*Street Confirmation*	*Street/Trail name*	*Mile Marker*
Destinations reachable via the trail or by turning onto an intersecting bikeway	Destinations that are reachable from the street or turns onto adjacent streets	Trail name/ directional confirmation	Name of intersecting street and ttrail	Mile number, trail name. May include unique location identifier
At intersections that lead to relevant destinations	At streets and intersections that lead to relevant destinations	After turns or at intervals along routes	At intersections	Every mile or 1/2 mile, depending on agency preference

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MONTGOMERY PARKS SIGN AND STANDARD MANUAL
MONTGOMERY COUNTY, MD

Toole Design is working with Montgomery Parks to establish new sign standards across their 419 parks totaling over 37,000 acres. The team reviewed existing signage at a high level across different park typologies (Regional, Conservation, Neighborhood, Urban) and worked with stakeholders to determine the needs of different facilities.

The resulting solution is a modular sign system that allows for infinite combinations of information, identification, and regulatory signage, color coded to help visitors navigate the information presented without overwhelm. The sign system will ultimately be delivered as a comprehensive manual as well as sign templates for use by the in-house sign shop.



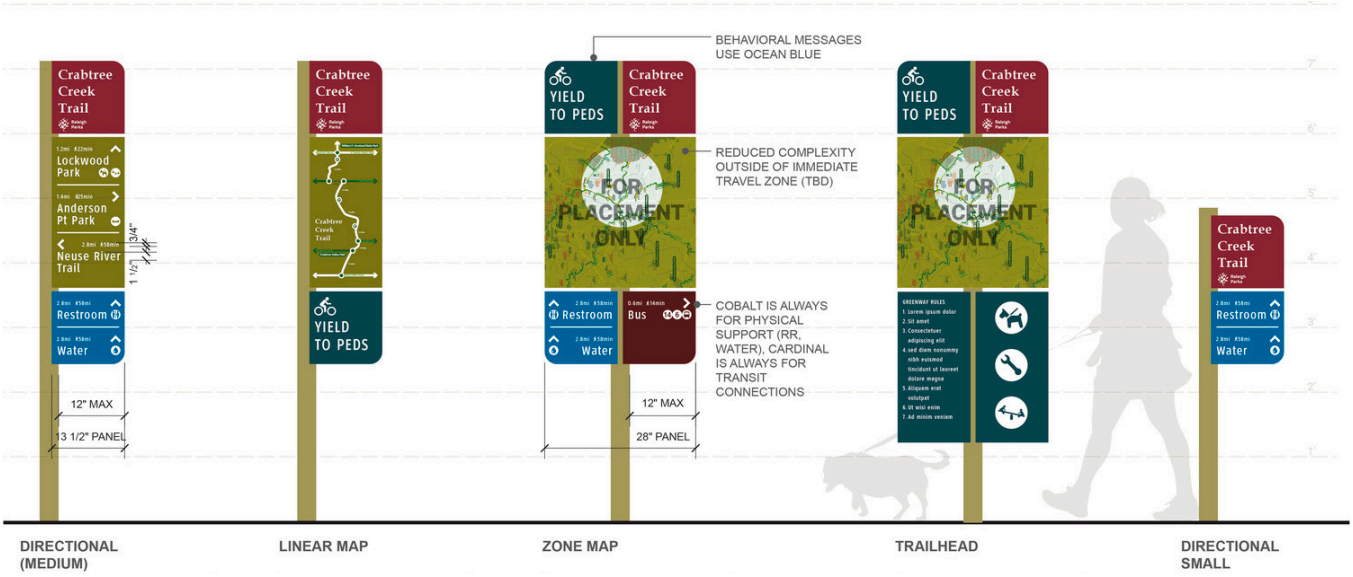
Above: Examples of sign panels on a 6" module with 1/2" spacing, allowing for easy combination and development of new sign types
Below: Examples of mounted sign panels in typical arrangements

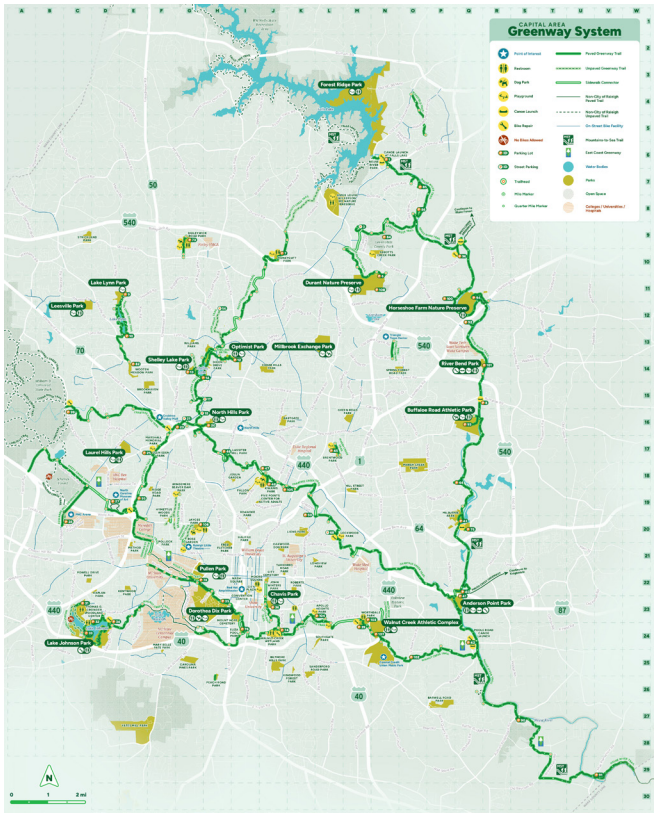


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CAPITAL AREA GREENWAY WAYFINDING PLAN
RALEIGH, NC

Toole Design is partnering with the City of Raleigh to develop a Wayfinding Plan for the Capital Area Greenway System. This Plan reflects a new, modular approach to wayfinding content that updates existing sign types to minimize replacements as well as adding new types to expand the usefulness of the system. As a critical piece of the active transportation network, greenway trails in Raleigh connect people to homes, schools, parks, transit, and other destinations throughout the community. Current wayfinding is focused on the recreational user. This effort creates a strategy to wayfinding that can be used over the next several years as greenway trail signage is replaced and new trails are developed.







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CORRIDOR MPO TRAIL BRANDING AND WAYFINDING
CEDAR RAPIDS, IA

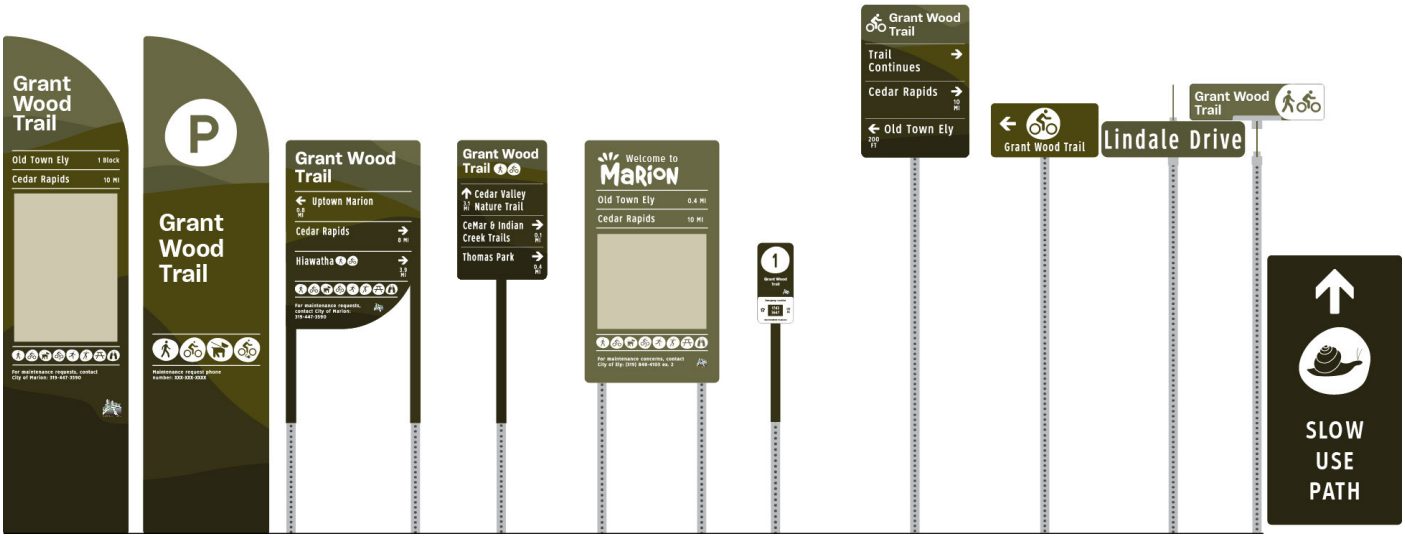
The Corridor Metropolitan Planning Organization has aggressively funded many new miles of trails and bikeways throughout MPO planning boundaries, which include Cedar Rapids, Linn County, and six smaller communities The result has been a trail network that has grown significantly, often outpacing community awareness of the new trails. There have been several efforts to "brand" this burgeoning trail network, but conflicting trail naming efforts at the local and state level contributed to confusion about the name of the network verses the name of local trails. Toole Design staff spent several days in the Cedar Rapids area getting to know both the trails and the member communities within the MPO. We toured the trails, met with local officials to understand their goals, and asked stakeholders about their preferences for materials, sign types, and design. We also distributed an initial public survey during this phase. Over six hundred respondents confirmed that people in the region were confused about trail names and unaware of many trails in the area.



Custom illustrations address behavioral issues with humor

Our approach to the branding recommended emphasizing individual trail names and using a visually consistent wayfinding sign family throughout the region so that users learn about the regional network. The selected sign design and sign family for the Corridor MPO region area is a beautiful set of signs that quietly reference both Iowa's rolling hills and the artistic compositions of Grant Wood, a Cedar Rapids native for whom one of the main trails is named. They are also highly legible and easy to understand.

The Toole Design Team is currently finalizing sign deployment plans for around 170 wayfinding signs along trails and bikeways in Cedar Rapids, Ely, Hiawatha, and Marion. We are also preparing design intent documents that will be integrated into bid packages. The final deliverable will be both the bid packages, as well as an easy-to-follow Branding and Wayfinding Plan that member communities can use on future wayfinding efforts.

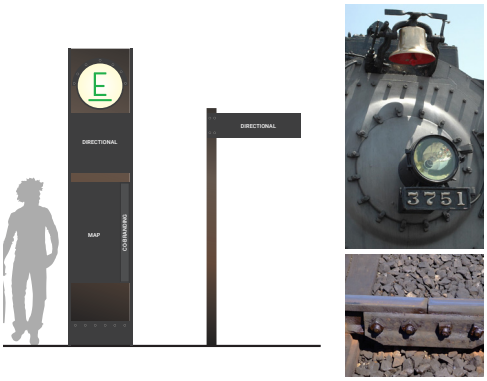


Sign family for CMPO, using abstracted gradients based on the paintings of Grant Wood and incorporating painterly details

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7. REFERENCES

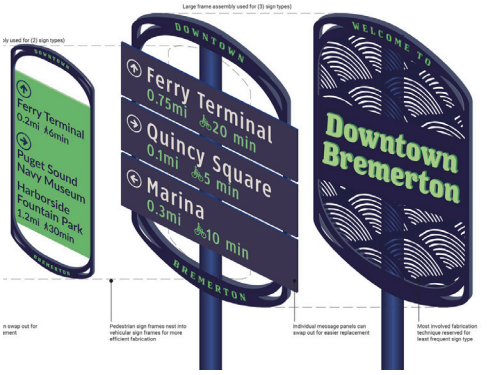
Toole Design is proud of the work we have completed for our clients. Please contact the references included below to learn about their experiences working with our staff.



KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

Curt Warber, Eastrail Program Manager
206.263.9645, cwarber@kingcounty.gov

Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail. Additionally, Toole Design developed a comprehensive sign manual for use by King County Parks staff.



CITY OF BREMERTON

Katie Ketterer, Project Manager
360.473.5334, katie.ketterer@ci.bremerton.wa.us

Toole Design developed signage and wayfinding for the City's downtown core, including custom illustrated maps.



CITY OF SEATTLE

Ben Johnson, Planning & Development Specialist
253.341.8293, ben.johnson@seattle.gov

Toole Design is working on a new trail classification system to help the City of Seattle Parks and Recreation Department better manage their trail system and meet ever increasing demands.

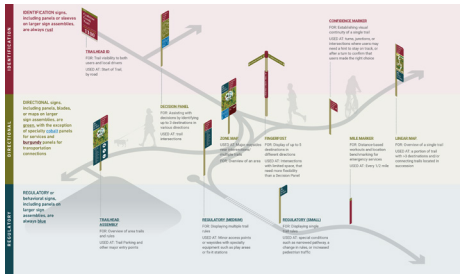
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8. COST

	A. Cody	K. Lohse	E. Williams	A. Gibson	T. Damaske	A. Phillips	J. Ward	A. Mills	Intern	
TASKS	**$320**	**$234**	**$230**	**$124**	**$210**	**$180**	**$214**	**$290**	**$124**	**TOTAL**
1: PROJECT MANAGEMENT										
Task 1 Hours	1	20	8	2	-	2	-	-	-	36
Task 1 Cost	1,280	4,680	1,840	248	-	360	-	-	-	$8,408
2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING										
Task 2 Hours	2	20	40	80	-	30	-	-	16	188
Task 2 Cost	640	4,680	9,200	9.920	-	5,400	-	-	1,984	$31,824
3: DESIGN STANDARDS										
Task 3 Hours	2	24	44	140	2	2	2	2	-	216
Task 3 Cost	640	5,616	10,120	17,360	420	420	428	580	-	$35,164
4: SIGN MANUAL AND IMPLEMENTATION PLAN										
Task 4 Hours	2	16	22	106	2	2	2	2	-	154
Task 4 Cost	640	3,744	5,060	13,144	420	360	428	580	-	$24,376
Subtotal (Hours)	*10*	*80*	*114*	*328*	*4*	*34*	*4*	*4*	*16*	*594*
Subtotal (Cost)	*$3,200*	*$18,720*	*$26,220*	*$40,672*	*$840*	*$6,120*	*$856*	*$1,160*	*$1,984*	*$99,772*
									Expenses	*$225*
									PROJECT TOTAL	**$99,997**

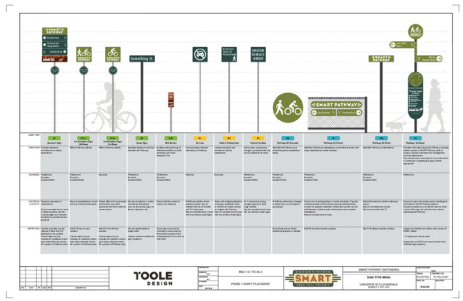
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9. SAMPLES



CAPITAL AREA GREENWAY WAYFINDING PLAN

https://raleighnc.gov/projects/capital-area-greenway-system-wayfinding-plan



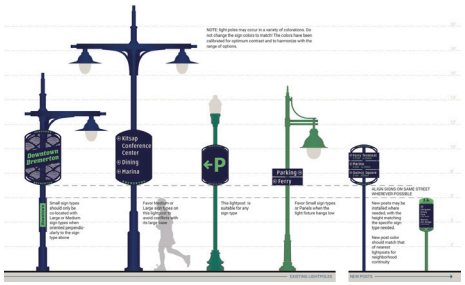
SMART PATHWAY WAYFINDING PLAN

https://www.sonomamarintrain.org/smart_pathway



BROOMFIELD WAYFINDING PLAN

https://www.broomfieldvoice.com/wayfinding



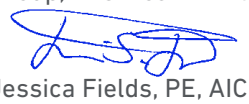
BREMERTON WAYFINDING PLAN

https://www.bremertonwa.gov/1281/wayfinding-planning

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

10. BUSINESS NAME

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., am authorized to legally bind Toole Design Group, LLC. I confirm that this proposal has been made in the official name of the firm.



Jessica Fields, PE, AICP
Director of Operations, Western U.S.

11. BUSINESS LICENSE

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., can confirm that Toole Design Group, LLC has the proper City of Redmond business license required to perform the services outlined in this proposal. A copy of our business license is included on the following page.

12. VALID TIME PERIOD

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., confirm that our proposal is valid for at least 120 days.

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for renewing online
Your license renewal has been submitted. Please print this receipt for your records and allow 14 days to receive your new business license document in the mail.

Previous Expiration Date:	31-May-2025	**New Expiration Date:**	31-May-2026
Confirmation Number:	0-046-846-069	**Filing Date and Time:**	05/13/2025 09:59:49 AM
Payment Method:	Card ending in 1884		

Business Entity Information

Legal Entity Name:	TOOLE DESIGN GROUP, LLC
Account ID:	602611046-001-0001

Business Location Information

Location Name:	TOOLE DESIGN GROUP, LLC
Business Phone:	(301) 927-1900
Business Fax:	None
Location Address:	8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609
Mailing Address:	8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609

Endorsement(s)	Begin	End
Kirkland General Business - Non-Resident	06/01/2025	05/31/2026
Monroe General Business - Non-Resident	06/01/2025	05/31/2026
Mercer Island General Business - Non-Resident	06/01/2025	05/31/2026
Redmond General Business - Non-Resident	06/01/2025	05/31/2026

Fee Type	Begin	End
Kirkland Empl Fee	06/01/2025	05/31/2026
Redmond Empl Fee	06/01/2025	05/31/2026
BLS Processing Fee	05/13/2025	

Third-Party Card Processing Fee

Certificate Of Completion

Envelope Id: 897CE945-9097-4D2A-BFFD-CA06B0D5B329 Status: Completed

Subject: RFP 10871-25 - Parks and Trails Signage & Wayfinding Standards & Strategy Plan, Closing: 6/6/25, 2PM

Source Envelope:

Document Pages: 30 Signatures: 1 Envelope Originator:

Certificate Pages: 2 Initials: 0 DocuSign Purchasing

AutoNav: Enabled 15670 Ne 85th St

EnvelopeId Stamping: Enabled Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada) docusignpurchasing@redmond.gov

IP Address: 97.140.152.174

Record Tracking

Status: Original Holder: DocuSign Purchasing Location: DocuSign

6/6/2025 8:41:54 AM docusignpurchasing@redmond.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Redmond, WA Location: Docusign

Signer Events	Signature	Timestamp
Jessica Fields, PE, AICP jfields@tooledesign.com Regional Operations Director Toole Design Group, LLC Security Level: Email, Account Authentication (None)	DocuSigned by:  DFBBE8B7B2EF4C6... Signature Adoption: Pre-selected Style Using IP Address: 97.140.152.174	Sent: 6/6/2025 8:41:56 AM Viewed: 6/6/2025 8:53:00 AM Signed: 6/6/2025 8:54:00 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 6/6/2025 8:54:03 AM Viewed: 6/6/2025 2:29:06 PM Signed: 6/6/2025 2:29:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2025 8:41:56 AM
Certified Delivered	Security Checked	6/6/2025 2:29:06 PM
Signing Complete	Security Checked	6/6/2025 2:29:12 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/6/2025 2:29:12 PM

Payment Events	Status	Timestamps

Redmond Parks and Trail Signage and Wayfinding Standards and Strategy Plan

ATTACHMENT B. SCHEDULE

18-Aug-25

Project Tasks		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
1	**PROJECT MANAGEMENT**											
1.1	Project Kick-off											
1.2	Ongoing Project Administration											
2	**ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING**											
2.1	Desktop Review											
2.2	State of Signage Assessment			D								
2.3	Stakeholder Input/Focus Group Mtgs		M	M	M							
3	**DESIGN STANDARDS**											
3.1	Sign Family Concepts					D	R					
3.2	Design Intent Drawings								D			
4	**WAYFINDING GUIDELINES**											
4.1	Draft Guidelines								D	R		
4.2	Final Guidelines											D

M	Meeting
D	Deliverable
R	Review

Consulting Services Agreement
[Non-Public Work]

PROJECT TITLE Park System Signage & Wayfinding Plan	***EXHIBITS*** ***(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)*** Attachment A: RFP Bid Signage & Wayfinding Standards and Strategy Plan, includes: Scope of Work and Estimated Budget Attachment B: Revised Schedule
CONTRACTOR Toole Design Group, LLC	***CITY OF REDMOND PROJECT ADMINISTRATOR*** ***(Name, address, phone #)*** Lindsey Falkenburg 15670 NE 85th St Redmond, WA 98052 lfalkenburg@redmond.gov
CONTRACTOR'S CONTACT INFORMATION ***(Name, address, phone #)*** Kristen Lohse 8484 Georgia Avenue, Suite 800 Silver Spring, MD 20910 564.234.1377	***BUDGET OR FUNDING SOURCE*** 100.52100.00410.57681.9058-100-85
CONTRACT COMPLETION DATE August 2026	***MAXIMUM AMOUNT PAYABLE*** $99,997

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called " the CITY" , and the above person, firm or organization, hereinafter called " the CONSULTANT" .

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. Should the CITY fail to make timely payment of undisputed invoices, CONSULTANT reserves the right to stop work until payment is received. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4 Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5 Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any " proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 1 3. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, to the extent arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT› s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT› s obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer› s liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars ($2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT' s field of expertise, in the amount of two million dollars ($2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT' S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (1 5) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT' s negligence, the CONSULTANT' s insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT' s insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

1 0. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. Following prior notice, the CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

1 1 . Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT› s work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator' s fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

By: _____
Title: _____

CITY OF REDMOND:

_____
Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

_____
City Clerk, City of Redmond

APPROVED AS TO FORM:

_____
Office of the City Attorney

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-134
Type: Consent Item

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

Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Parks	Hannah Coleman	Cultural Arts Coordinator
Parks	Chris Weber	Cultural Arts Supervisor
Parks	Brittany Pratt	Recreation Business Manager
Parks	Zach Houvener	Parks Deputy Director

TITLE:
Confirmation of Appointment of the Poet Laureate

OVERVIEW STATEMENT:
Established in 2008 by Ordinance 2444, the Poet Laureate program builds a more literate and understanding community through poetry and the literary arts by broadening the awareness of poetry and expressing the spirit of Redmond culture. The selection process for Redmond's 9th Poet Laureate is in process with the Arts & Culture Commission recommending Nancy Mburu, who was interviewed by the Mayor and City Council.

Nancy Mburu is an author and performing poet. Her writing amplifies the experiences and stories of East African immigrants in an authentic way that also encompasses black diasporans' complex relationship with culture, tradition, language, gender dynamics, and race. Her style involves uplifting her culture by incorporating her native language Swahili and rooting her stories in their cultural and political context. Nancy has a BA in Creative Writing from the University of Washington, and is a former Jack Straw writer.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  2023 PARCC Plan, 2017 Public Art Plan
- **Required:**

Ordinance #2444 - Establishing a Poet Laureate

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

OUTCOMES:

The goal of the Redmond Poet Laureate program is to make a significant contribution to the cultural life of the city and reveal new ways of understanding throughout our diverse community. This may take place through participation in municipal events, public poetry readings, reading at city council meetings, workshops, classes, lectures, text based visual art, composing and publishing original works, public art projects or other literary based performance or activity, which could include partnerships with the library, local schools, or other community groups.

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:
$10,000 (Artist Fees: $5,000 per year, Project materials: $5,000 per year)

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

Budget Offer Number:
0000308

Budget Priority:
Vibrant & Connected

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

Funding source(s):
Arts Activity Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
Seeking approval so that the Poet Laureate can be contracted and ready to start their term starting January 1, 2026

ANTICIPATED RESULT IF NOT APPROVED:
The Poet Laureate selection process would need to be restarted and most likely the start of their term would be delayed several months into 2026.

ATTACHMENTS:
Attachment A: Ordinance 2444 - Establishing a Poet Laureate
Attachment B: Application Materials for Nancy Mburu

ORDINANCE NO 2444

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER, RMC 2 19, POET LAUREATE, TO THE MUNICIPAL CODE, CREATING THE POSITION OF POET LAUREATE OF THE CITY OF REDMOND, DEFINING THE DUTIES AND FUNCTIONS OF THE POET LAUREATE, ESTABLISHING THE METHOD OF APPOINTMENT OF THE POET LAUREATE

WHEREAS, a Poet Laureate makes a significant contribution to the cultural life of a city, and

WHEREAS, the literary arts are an essential part of the human spirit and can reveal new ways of understanding throughout our diverse community, and

WHEREAS, the Poet Laureate of Redmond will broaden the awareness of poetry, express the spirit of Redmond culture through poetry, and raise the level of discourse during discussions and debates in the City, and

WHEREAS, the Redmond Arts Commission has carefully considered the process of selecting and guiding the efforts of a Poet Laureate, and

WHEREAS, the Redmond City Council has determined that it should support a more vibrant sense of community and culture in Redmond

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

Section 1. Adoption of Chapter RMC 2 19, Poet Laureate, is hereby added to read as follows

Chapter 2.19

POET LAUREATE

Sections:

2.19.010 Poet Laureate Established - Selection, Responsibilities, and Compensation

(A) The Redmond Arts Commission shall set criteria for selection of the Poet Laureate and recommend candidates for the position to the Mayor for approval by the City Council,

(B) The Responsibilities of the Poet Laureate shall be established by the Redmond Arts Commission and may include but not be limited to providing public poetry readings, reading poetry at city council meetings, composing and publishing poems, teaching poetry classes, and encouraging poetry appreciation within Redmond,

(C) The Poet Laureate shall be compensated through a contract established by the Arts Commission from Arts Activity Funds

Section 2 Severability If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby should be held to be invalid or unconstitutional by a

court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any such code provision

Section 3 Effective Date This ordinance shall take effect and be in full force five (5) days after publication of a summary consisting of the title

ADOPTED by the Redmond City Council this 20th day of January, 2008

CITY OF REDMOND

MAYOR PRO TEMPORE NANCY MCCORMICK

ATTEST

MICHELLE M MCGEHEE, CMC, CITY CLERK (SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By

FILED WITH THE CITY CLERK	January 13, 2009
PASSED BY THE CITY COUNCIL	January 20, 2009
SIGNED BY THE MAYOR	January 20, 2009
PUBLISHED	January 26, 2009
EFFECTIVE DATE	January 31, 2009
ORDINANCE NO 2444	

PASSED (6-1), YES Carson, Cole, Margeson, McCormick, Myers and Vache, NO Allen

Statement of Interest – Poet Laureate Application
Nancy Mburu

My name is Nancy Mburu, and I am a poet and author based in Seattle. My creative work is rooted in the immigrant experience and often explores themes of the African diaspora, cultural identity, and womanhood. I am drawn to the Poet Laureate role because I believe poetry has the power to foster belonging, celebrate cultural richness, and reflect a city's evolving spirit. I would be honored to serve as Redmond's Poet Laureate to uplift the voices of its residents, celebrate its diversity, and inspire collective reflection through poetry.

I earned my degree in Creative Writing from the University of Washington Tacoma and have been an active contributor to Washington's literary and arts community ever since. I served for three years as a Fiction and Poetry Intern at Hugo House, where I helped organize monthly readings and participated in a creative cohort. Later, as a Hugo House Writer-in-Residence, I worked under the guidance of a mentor, collaborated with other writers, and helped host public events. My work has been featured at events like Stage Fright and Creative Colloquy, where I performed poems such as *The Tourist*, *Chains of Justice*, and *Pandemic*, which explore cultural appropriation, racial injustice, and the emotional toll of the pandemic.

I have also collaborated on multi-genre projects, including *Alama* (2019), a three-episode web series created with other African artists in Seattle. The series follows a young immigrant actor navigating identity, dreams, and diaspora in America. Projects like this reflect my passion for complex, culturally grounded storytelling.

My poetry has been shared in spaces of healing and empowerment, such as Travel to Prevail, a women's conference where I performed *I Am Woman* to honor the strength of immigrant women. That same year, I was invited as a guest speaker at a spoken word poetry class at UW Tacoma, where I lectured on performance techniques, gave feedback on student work, and shared my poem *Chains of Justice*.

I have also been shaped by residencies at Jack Straw Cultural Center and Mineral School, where I deepened my creative practice, published a chapter of my forthcoming book *Sauti* (which means "voice"), recorded podcasts, and participated in public readings. Most recently, in my role as a Communications Consultant with the Washington State Office of Equity, I create inclusive content that reflects the realities of communities

across the state. This work continues to strengthen my commitment to equity-driven storytelling and inclusive public engagement.

As Redmond continues to grow, embracing its diversity, innovation, and natural beauty, it deserves an artistic voice that can both witness and shape its journey. Through poetry, I hope to celebrate its green spaces and technology hubs, its rooted histories and future aspirations.

I believe poetry belongs everywhere: in parks, libraries, classrooms, and public spaces. As Poet Laureate, I will help make poetry a living, breathing part of Redmond, accessible to all and reflective of all.

Thank you for considering me for this opportunity to listen, uplift, and write in service of the city's heart.

Nancy Mburu

Communication & Digital Strategist

Seattle, Washington, United States

[redacted]

SUMMARY

Experienced Communications Strategist with expertise in developing and executing integrated communication strategies that drive engagement and deliver results. Skilled at fostering relationships with internal and external stakeholders, creating compelling content, and managing high-impact digital and traditional media campaigns. Passionate about inclusive communication practices, digital equity, and using storytelling to connect organizations with their audiences. Looking to leverage a strong background in messaging, content creation, and digital strategies to drive impactful communication.

KEY SKILLS

- **Internal & External Communication**
- **Public Relations & Media Outreach**
- **Brand Messaging & Positioning**
- **Crisis Communication**
- **Stakeholder Engagement & Relationship Building**
- **Content Strategy & Development**
- **Social Media Management & Digital Campaigns**

EXPERIENCE

Communications Consultant
Washington State Office of Equity | Olympia, WA
August 2024 – Present

- Spearheaded digital equity communication strategies by integrating goals into overarching communication frameworks for key stakeholders.

- Developed compelling content (written, multimedia, social media) to promote digital equity initiatives.
- Managed social media accounts, digital platforms and websites to engage audiences and increase awareness.
- Cultivated media relationships and prepared press releases to ensure targeted coverage and increased visibility of digital equity initiatives.
- Developed and executed strategic partnerships with government agencies and advocacy groups to expand digital equity efforts.
- Created and managed surveys and forms to gather stakeholder feedback, ensuring continuous improvement in digital communication strategies.

Communications Manager
SEIU6 Property Services NW | Seattle, WA
October 2019 – August 2024

- Managed internal communications through newsletters, website, presentations, reports, and digital platforms, ensuring alignment with the organization's mission and strategic goals.
- Developed key messaging and talking points for various campaigns to maintain consistency across all communication channels.
- Led key internal communication meetings, presenting performance metrics and updates to senior leadership.
- Streamlined project tracking using Azure DevOps to improve communication flow and meet project deadlines.
- Collaborated with union representatives and account managers to ensure communication needs were met for all stakeholders.
- Spearheaded crisis communication responses, crafting messaging to address sensitive issues and ensure a unified approach.

Communications and Branding Specialist
Allied Universal | Seattle, WA
March 2018 – October 2019

- Developed and executed internal communication strategies to ensure seamless communication between teams.
- Created and distributed internal newsletters, bulletins, and reports to keep employees informed of key updates.
- Coordinated cross-functional teams to ensure timely project completion and alignment with business objectives.
- Enhanced internal communication platforms, ensuring information was easily accessible to employees.

- Led the creation and management of internal branding initiatives, strengthening company culture and employee engagement.
- Provided support for event management for internal meetings and All Hands events.

Diversity and Inclusion Program Assistant
University of Washington | Tacoma, WA
January 2016 – March 2018

- Developed communication strategies to increase student participation in diversity and inclusion programs.
- Supported the creation of inclusive communication policies and practices across the university.
- Coordinated outreach and communications for student organizations promoting equity and inclusion.
- Facilitated communication workshops to foster cultural competency among student leaders.
- Collaborated with faculty and staff to integrate effective communication strategies into various campus-wide initiatives.

EDUCATION

Bachelor of Arts in Communications, Creative Writing & Public Relations *University of Washington | Tacoma, WA*

REFERENCES





The tourist

My audience please indulge me

In a simple game of

Tourist gaze or savior complex

Tip the scale higher or lower

Bid to your heart's desire

Ladies and Gentlemen

It's a question of which is a lesser evil

Against contrary belief,

Africa is not uneducated

Especially when 95% of Americans

think that a continent that can hold both the united states, china and India

at the same time

is a country,

When their only knowledge of Africa is through

the lion king movie

Hakuna matata is your slogan

Yet you have no idea

the language is Swahili

But no worries

Even when your exploitive nature

Yes, Disney

steals the rights to words of my language

So now I have to ask for you

for permission to use it

All in the name of diversity and awareness

When you profit from a culture

you did not invent or sustain

Ladies and Gentlemen it's a question of which is a lesser evil

Your persona is a double edged sword

Its either your savior complex

Or you look at us with your tourist gaze

Yes,that gaze

That sees africa as exotic

A land where people live with Animals

Savages left in the wild for too long

that walk around in no clothes and in the middle of nowhere

Afraid our primal nature has kept us away from school

That’s why every campaign is one dollar for a school desk

So enchanted by the thought of seeing slums

So you pay money to drive around

In tour buses to see

People that are lavishing in squalor

For sport,

a pass time

As if they are animals to watch

Ladies and gentlemen it's a question of which is the lesser evil

Then their are the stories you tell about our women

That we live under the thumb of the master,

Who rules with the iron fist, the husband

That our men have a thirst for the underaged girls that has just reached

puberty

That we were chained and dragged to the altar

A marriage can’t just be a marriage

Its either arranged or forced

Or our culture is so barbaric that it would

support the butchering of a woman through female circumcision

Or that the bride price is the act of buying a woman

A fact not based on understanding the culture or custom

Because from a western lens

culture equals backwardness and barbarism

Acts by individuals are poster children for movements

So you spin your yarn with tales

Of Lies, half truths and unsanctioned biases

Ladies and gentlemen it's a question of which is the lesser evil

Your media is overloaded with images of starving children

Large stomachs and thin arms and legs

As if the narrative of the 1% is representative of a whole continent

Your egoistic savior complex

looks at us as defenseless creatures

Too ignorant to change their circumstance

So forgive me if I do not want your help

Excuse me, I meant your condescending outstretched hand

You think you know what I need

You never ask for my ideas yet you say are planning over my future

But you are too distracted by the fact that I don’t speak English

So you assume I have no mind of my own

Or worse, my English is covered by my thick accent

so you cross me out as dumb or uneducated

Imitate my language in Hollywood as a bunch of clicks and knocks

But you can never say my name

Even after I learnt your language

Heaven forbid you give me the common courtesy

To say my name

Ladies and gentlemen it's a question of which is the lesser evil

Coins

You and I are two sides of the same coin

Reflections of each other

A story of kin and kindred spirits

Our destiny tied by our geographical context

Caught in the cosmos of history

You are Yin and I am Yang

They can’t tell your story without mine

To them we are all the same

They call you black and I dark

Unless I talk they wouldn't tell us apart

So why do you draw a sword and I my spear

Forever in mortal kombat

Why do we bicker and sneer

Yet, we were once comrades

But history is told by victors

Puppeteers create weapons of warfare far more lethal than bullets

They live in our heads

Enslave our minds

Corrupt our very souls

Till we can’t recognize ourselves

Divide and conquer

So we argue that Africans sold their people

But in that story

There were no winners

Just slaves

Whether slaves of the motherland

Or slaves in a foreign land

We were all slaves

This tragic tale of pain and loss

Is span Again and Again and Again

Across time and distance

They had said this sacred ground was paradise

But it was a lie to lure us here

This is a land where

Black Mothers bury Black sons

Cops meant to protect eradicate

Black sons criminalized

Stripped of Innocence on the playground

It's not enough that they kill your sons

Now they must have ours too

They mock us

Make us labor in vain

Only to Keep their knees on our sons neck

Press until they shout I can’t breath

In this fight

There is no African-American

Nigerian, jamaican, Kenyan or Ghanaian

For here we cry the same cry

That the fruits of our wombs may bloom

That they might outlive us

For on this knees I sired him

And in this arms held him

And by this hands I will fight for him

Mother to mother

Bonded by trauma

Haunted my the cloud that seeks to take our men

Our sons

So sister, I ask

Will we be comdrads once more

Take this fight to the streets

Legislate it in law

That they may know

That we are mothers of the Black people

Work Sample List

1. *The Tourist*
Poem | Performed at the Umoja Graduation, University of Washington Tacoma (2022); Creative Colloquy Reading
The Tourist is a reflective poem that challenges common misconceptions about Africa. Originally written in a University of Washington poetry class, it was selected for performance at the 2022 Umoja Graduation—an event honoring Black student excellence—and later featured at a Creative Colloquy literary reading.

2. *Coins*
Poem | Performed at the Daima Co-creative Cultural Talent Show (2024)
Coins is a spoken word piece exploring the shared struggles and connections between the African Diaspora and Black Americans. It was performed live at the 2023 Daima Cultural Festival, a celebration of African and diasporic arts and culture.

Link to Event performance:
https://www.youtube.com/live/A2DI5cV4jr8?si=T3UG6EUNp1eNv3Tm

Performed at: 2:15:44 - 2:19:31

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-135
Type: Consent Item

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

Executive	Malisa Files, COO	425-556-2166

DEPARTMENT STAFF:

N/A	N/A	N/A

TITLE:
Approval of the Washington State Opioid Settlement with Purdue Pharma and Generic Manufacturers

OVERVIEW STATEMENT:
On June 7, 2022, the City Council was briefed on the Attorney General's Washington State Opioid Settlement. At that time, the City signed the One Washington Memorandum of Understanding between Washington Municipalities to participate in the settlement agreement. Currently, Redmond has participated in four settlement agreements (see details below). The Attorney General has settled an additional nine opioid cases. The State of Washington entered into a $105.6 million settlement with Purdue Pharma and the Sackler Family, payable over 15 years. Separately, the Attorney General's Office entered into settlement agreements with eight manufacturers of generic opioids for up to $16.7 million, with payment periods that range from one year to ten years. The City is required to sign an allocation agreement (see Attachment A) and ten additional participation agreements (see example in Attachment B) to receive money from these settlement.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  One Washington Memorandum of Understanding between Washington Municipalities
- **Required:**
  The distribution of the opioid settlement is governed by the court approved settlement documents.
- **Council Request:**
  N/A
- **Other Key Facts:**

Council has already approved Redmond's participation by signing the One Washington Memorandum of Understanding between Washington Municipalities. Signing the additional agreements will ensure the City is a part of the distribution of funds from the nine additional settlements.

OUTCOMES:

In June 2022, Redmond signed on to the One Washington Memorandum of Understanding that allowed the City to participate in the state opioid settlements. Redmond has participated in four opioid settlements, including:

- Amerisource Bergen Corporation, Cardinal Health, Inc, and McKesson Corporation
- CVS, Walgreens, Walmart, TEVA and Allergan
- Johnson & Johnson Corporation
- Kroger

The total the City is set to receive from the nine new settlements is $2,800,852 over a number of years. Adding the past settlements, the City will receive approximately $4.881 million in total to use for programs such as law enforcement expenditures relating to the opioid epidemic, education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs, connecting those who need help to the help they need (connections to care) as well as other abatement strategies.

For those municipalities over 10,000 population, the allocation formula is a combination of population and the effect of opioids on a community. The total allocation amount that will go to municipalities equals approximately $105.6 million from Purdue Pharma and $16.7 million from generic manufacturers. Redmond's portion would be 0.4839486007% or approximately $2.8 million after legal fees are deducted. You can find the settlement documents and more details in the Attorney General's Office website here Purdue Pharma and Generic Manufacturers Settlements <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.atg.wa.gov%2Fpurdue-pharma-and-generic-manufacturers-settlements&data=05%7C02%7Cmfiles%40redmond.gov%7Cc0ff586855914c34182f08ddce12c344%7Ccb894d07355f495fb9c1a2a6d84a7468%7C0%7C0%7C638893302375957537%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=T0lKxyI9qJc6oVn4QEwrTohooM53kIyFSdKPsXWM754%3D&reserved=0>.

To date the City has collected approximately $735,000. The funds have been spent on a combination of Police equipment and grants to human service organizations specializing in connecting those who need help with the help they need. A list of the expenditures can be found in Attachment C.

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 City of Redmond will receive approximately $2.8 million from the nine settlements over various years.

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):
Since July, the City has received approximately $735,000 from previous opioid settlements.

Budget/Funding Constraints:
The funds are earmarked for law enforcement expenditures relating to the opioid epidemic, education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs, connecting those who need help to the help they need (connections to care) as well as other abatement strategies.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The documents related to the Purdue Pharma settlement must be signed by September 30, 2025. The settlements for the other eight generic manufacturers are later, however the State is encouraging localities to have everything approved by the September 30 date.

ANTICIPATED RESULT IF NOT APPROVED:

If the allocation and the participation agreements are not signed, Redmond will not receive the approximate $2.8 million to spend on opioid abatement programs.

ATTACHMENTS:

Attachment A: Allocation Agreement
Attachment B: Participation Agreement
Attachment C: Opioid Program Expenditures

Attachment A

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS, AND CERTAIN OPIOID MANUFACTURERS

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the "Allocation Agreement IV") governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State ("Local Governments") against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the "Purdue Plan") , including and amendments thereto and all "Plan Documents" as defined therein, if the "Effective Date" as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties' Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the "Purdue Bankruptcy and Sackler Direct Claims Settlement").

- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Alvogen Settlement").

- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Amneal Settlement").

- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Apotex Settlement").

- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Hikma Settlement").

- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Indivior Settlement").

- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Mylan Settlement").

- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Sun Settlement")

- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Zydus Settlement")

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as "the Settlements". The Settlements can be accessed at https://nationalopioidsettlement.com/ and the Purdue Plan can be accessed at https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&AttributeName=Plan%20%26%20Disclosure%20Statement.The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.

2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:

   A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.

   B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the "Effective Date" as defined in the Purdue Plan has occurred.

   C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement IV.

   B. The Local Government must do the following:

      i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":

A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, "Washington Distributions") that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington's State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State's Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.

D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.

7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives $1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.

10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

    A. Fifty percent (50%) to the State of Washington ("State Share").

    B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.

12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.

B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.

C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.

D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IVi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from a Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.

15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.

17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.

19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: 7-24-2025

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

_____

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties B-7

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment C

2025-2026 Opiate Settlement Funds – Recommendations

Agency - Program	Annual Award
Porchlight - Behavioral Mental Health	$25,076
Friends of Youth - Mental Health and Substance Use Disorder Services	$26,000
IKRON of Greater Seattle - Behavioral Health Services	$43,000
Therapeutic Health Services - Substance Use and Mental Health Treatment Program	$30,242
Youth Eastside Services - Behavioral Health Care for Children and Youth	$139,794
Youth Eastside Services - Community-Based Outreach	$50,278
Youth Eastside Services - Early Childhood Behavioral Health	$45,158
Youth Eastside Services - Latine Programs	$40,452
TruNarc Drug Analyzer	$31,000
Narcan	$3,000

Agency: Friends of Youth
Program: Mental Health and Substance Use Disorder Services
Annual Award: $26,000
Abatement Strategy: G11
Program Description: Mental health counseling for children and youth.
Service Units: 92 hours of counseling sessions provided by either a licensed mental health therapist or a certified substance use disorder counselor, including both individual & group sessions.
Outcome: 70% of Clients who engage in three or more therapy sessions increase their stability. Increased stability will be evidenced by the achievement of one personal treatment goal as established in the client's treatment plan.

Agency: IKRON of Greater Seattle
Program: Behavioral Health Services
Annual Award: $43,000
Abatement Strategies: A2c, A2d, A3, A6, A9, B4, B8, D1c, D3, D5, H1
Program Description: IKRON's integrated behavioral health program provides mental health counseling, substance use counseling, and medication management/psychiatric treatment to low income and homeless individuals in East King County with the ultimate goal of establishing a solid foundation for emotional well-being and successful integration in the community.
Service Units:

- 370 hours of counseling including treatment planning, Individual counseling, family therapy or group therapy. Behavioral health treatment services provided by licensed clinicians.
- 17.5 hours of medical care including all services provided by Psychiatric ARNP: psychiatric evaluation; medication prescribing, and/or monitoring prescribed medications.

Outcomes:

- 70% of individuals served show improvement in a 6-month period by increasing at least 1 point from baseline their treatment goals, on a scale of 0-10 (10 being the most progress).
- 95% of individuals served will show satisfaction with treatment and staffing at 6-month intervals, as measured by the general satisfaction surveys.

Agency: PorchLight
Program: Behavioral Mental Health
Annual Award: $25,076
Abatement Strategy: C14
Program Description: PorchLight's Behavioral Health Program delivers same-day, on-site mental health and substance abuse services to men in our emergency and rotating shelter programs, as well as our permanent supportive housing programs. All services in

this program are delivered by PorchLight in-house, licensed behavioral health and healthcare providers.

Service Units: 20.5 hours of on-site one-on-one behavioral health support counseling.

Outcome: 60% of clients report progress toward housing stability while receiving PorchLight behavioral health services.

Agency: Therapeutic Health Services

Program: Substance Use and Mental Health Treatment Program

Annual Award: $30,242

Abatement Strategies: A1, B1

Program Description: Strengths based, culturally appropriate, evidence-based substance use disorder treatment (including medication assisted treatment for opioid addiction), mental health counseling and case management services.

Service Units:

- 105 hours of in-person or virtual individual counseling sessions with a licensed, certified professional counselor.
- 350 hours of in-person or virtual group session including, but not limited to: emotional support, self-esteem building strategies, relapse prevention techniques, social skills and pro-social behavior reinforcement.
- 33.5 hours of case management including comprehensive and wraparound individual treatment involving a combination of personal counseling, liaison and connection with other service providers and advocacy to ensure access to needed essential services.

Outcomes:

- 75% of clients report/demonstrate improvement in substance use disorder or mental health symptoms.
- 75% of clients are able to connect/access needed services and resources to increase self-sufficiency.

Agency: Youth Eastside Services

Program: Behavioral Health Care for Children and Youth

Annual Award: $139,794

Abatement Strategies: C1, C2, C11, H3, G8, G10, G11

Program Description: Comprehensive program for those ages 8-22, and their families, that intervenes, stabilizes, supports and empowers children/youth/families with the skills needed to improve social emotional well-being and self-regulation.

Service Units: 804 hours of counseling including 1:1 individual counseling sessions with the youth and/or family counseling.

Outcome: 75% of children/youth will gain skills in emotional regulation/functioning, defined as meeting two or more of their treatment plan goals.

Agency: Youth Eastside Services

Program: Community-Based Outreach

Annual Award: $50,278
Abatement Strategies: G8, G9, G10, G11
Program Description: Provides free counseling and case management to support BIPOC students, including immigrant/refugee youth, in connecting to school and developing leadership skills.
Service Units: 340 hours of outreach including info/referrals, drop-in counseling, group counseling, crisis and case management.
Outcome: 85% of children and youth will improve social/emotional functioning by increasing their protective factors.

Agency: Youth Eastside Services
Program: Early Childhood Behavioral Health
Annual Award: $45,158
Abatement Strategy: E4
Program Description: Provides early childhood intervention aimed at restructuring the parent-child relationship to support the infant's/child's healthy social, emotional and cognitive development.
Service Units: 164 hours of counseling including three evidence-based interventions: PCIT, PFR & CBT for children and their caregivers.
Outcomes:

- 80% of parents/caregivers engaged in Promoting First Relationships will improve their ability to meet the social and emotional needs of their infant/child as a result of this intervention.
- 80% of parents/caregivers engaged in Parent Child Interaction Therapy will improve parent-child social interactions.

Agency: Youth Eastside Services
Program: Latine Programs
Annual Award: $40,452
Abatement Strategies: G8, G9, G10, G11
Program Description: Provides culturally relevant youth leadership development activities facilitated by bilingual (Spanish-English)/bicultural staff, including program activities to promote college readiness, student voice & identity, parent engagement, leadership skills, and youth-led community service projects & cultural events.
Service Units: 340 hours of youth services including programs providing youth development services for Latine youth at risk of dropping out of school due to drug use or other factors.
Outcome: 90% of youth will report an increase in developmental assets as a result of this program, defined as reporting an increase in 10 or more of the 40 Developmental Assets identified by the Search Institute.

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-136
Type: Consent Item

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

Technology and Information Services	Director Michael Marchand	425-556-2173

DEPARTMENT STAFF:

Technology and Information Services	Nicole Beerman	Department Administrative Coordinator

TITLE:
Approval of the Gartner, Inc Subscription in the Amount of $50,749

OVERVIEW STATEMENT:
Approve the Mayor to sign a one-year contract with Gartner, Inc. for the amount of $50,749. Gartner is a vendor that specializes in helping organizations evaluate technologies, vendors, and investments for enterprise success. Gartner is an industry leader in providing research, advice, and tools to help inform strategic decisions.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  TIS Strategic Framework.
- **Required:**
  Council approval is required for contracts that exceed $50,000.
- **Council Request:**
  N/A
- **Other Key Facts:**
  To inform TIS leadership evaluation and decision making.

OUTCOMES:
The City recently used Gartner to verify and reaffirm our commitment to partnering with a leader in workforce management, UKG, through flagship research methodology that provides graphical competitive positioning of

technology providers. By leveraging Gartner services, the City will achieve contract renewal savings and enable effective and data-driven support for interdepartmental technological investments in application modernization and optimization, enterprise content management, and strategic priorities.

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:
$50,749.00

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

Budget Offer Number:
294

Budget Priority:
Strategic and Responsive

Other budget impacts or additional costs: ☒ **Yes** ☐ **No** ☐ **N/A**
If yes, explain:
Service with annual cost, expected to be budgeted in next biennium.

Funding source(s):
520 Fund.

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
TIS anticipates an increase of necessary resources to gather information or a reduction in level of attainable information related to strategic technology initiatives.

ATTACHMENTS:
Attachment A - City of Redmond Gartner Agreement

Gartner

GARTNER SERVICE ORDER ("SO") Q-00377609

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	CITY OF REDMOND 15965 NE 85TH ST REDMOND, WASHINGTON 98052-3593 UNITED STATES	ACCOUNTS PAYABLE CITY OF REDMOND PO BOX 97010 REDMOND, WA 98073-9710 UNITED STATES accountspayable@redmond.gov

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Early Access Start	Service Period 1
IT Leadership Team Leader	1	Michael Marchand	12	01-Oct-2025 30-Sep-2026	01-Aug-2025	
IT Leadership Team Essentials Member	1	Chad Marsh	12	01-Oct-2025 30-Sep-2026	01-Aug-2025	
					Total Service Period Fee Exclusive Of Applicable Tax	USD 50,749.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
IT Leadership Team Leader	See Attached
IT Leadership Team Essentials Member	See Attached

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: _____ PO Number: _____

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

4. SERVICE TERMS

This Service Order is governed by the Participating Addendum #08321 to NASPO #186840 between Gartner, Inc. and State of Washington dated 01-Oct-2021 ("Agreement") and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to "Service Agreement" in the Agreement shall be a reference to this Service Order.

CITY OF REDMOND

_____
Client Signature

_____
Print Name

_____
Title

_____
Date

GARTNER, INC.

_____
Gartner Signature

_____
Print Name

_____
Title

_____
Date

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERSHIP TEAM: TEAM LEADER

Gartner for IT Leadership Team: Team Leader (the "Service") enables access to research related to specific IT roles in a team environment. The Service provides client ("Client") with an ongoing advisory relationship with Gartner.

DELIVERABLES

Gartner for IT Leadership Team is comprised of two sets of users: (i) the "Team Leader", and (ii) "Team Members" designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are "Licensed Users".

1. The Deliverables for the Team Leader are set forth below.

- Gartner for IT Leaders Research (includes Core IT Research and Role-specific IT Research)
- Peer & Practitioner Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Key Insights Document Share
- Webinars
- Peer Experiences
- IT Podcast Series
- Individual Inquiry
- Team Inquiry
- IT Summit Conference Ticket

2. Additional information on the Deliverables listed above include the following:
   The Team Leader may use Key Insights Document Share on gartner.com to forward to others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner research documents per contract year. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to Licensed User(s) and Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call). Team Leader is entitled to two types of inquiry: (i) inquiry sessions with an expert ("Individual Inquiry"), which may be scheduled and attended independent of Team Members; and (ii) inquiry sessions with an expert and the team ("Team Inquiry"). For Team Inquiry sessions: (i) Team Leader must schedule and attend the sessions, and (ii) Team Members may lead discussions or pose questions to expert on behalf of the team, provided all such questions and discussions advance the Leader's agenda.

The Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research service are valid only for conferences during the contract term of that service; one (1) Ticket is issued per 12-month (twelve-month) contract term – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any conference other than an IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the Gartner Usage Policy and the Gartner Content Compliance Policy which are accessible on the Policies section of gartner.com.

Gartner

SERVICE DESCRIPTION
Attachment to the Service Agreement

GARTNER FOR IT LEADERSHIP TEAM: ESSENTIALS TEAM MEMBER

Gartner for IT Leadership Team: Essentials Team Member (the "Service") enables access to research related to specific IT roles in a team environment. The Service provides client ("Client") with an ongoing advisory relationship with Gartner.

DELIVERABLES

Gartner for IT Leadership Team is comprised of two (2) sets of users: (i) the "Team Leader", and (ii) "Team Members" designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are "Licensed Users".

1. The Deliverables for the Essentials Team Member are set forth below.

- Core IT Research
- Role-specific IT Research
- Peer & Practitioner Research
- IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- IT Podcast Series
- Webinars
- Peer Experiences
- Team Inquiry

2. Additional information on the Deliverables listed above include the following:
   The Essentials Team Member (i) may open an unmetered number of Weekly Picks, News Analysis, and Webinars; and (ii) is entitled to access Gartner research documents from the Deliverables listed above, as follows:
   (a) **Shared Document Allocation**: Shared access to a total document allocation equal to 20 (twenty) research documents times the number of Essentials Team Members on the Team.
   (b) **Reversals**: Up to 20 (twenty) reversals (to reverse a debit of specific research documents) during the contract term.

***

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to Licensed User(s) and Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call). Team Members are entitled to inquiry sessions with an expert and the Team Leader ("Team Inquiry"). For Team Inquiry sessions: (i) Team Leader must schedule and attend the sessions, and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Leader's agenda.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the Gartner Usage Policy and the Gartner Content Compliance Policy which are accessible on the Policies section of gartner.com.

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-137
Type: Consent Item

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

Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Human Resources	Nicole Bruce	Benefits Program Manager

TITLE:
Adoption of a Resolution for RedMed Plan Changes for 2026

a. Resolution No. 1610: A Resolution of the City Council of the City of Redmond, Washington, Adopting a Revised Summary Plan Description for the City of Redmond Self-Insured Medical Plan

OVERVIEW STATEMENT:
The Red-Med Plan is the self-insured medical plan that is provided by the City for employees, spouses, state registered domestic partners, and eligible dependents. Periodically, the City's third-party administrator and broker recommend plan changes. In addition to ensuring that the Plan is legally compliant, these recommendations address evolving treatment options and protocols, as well as other issues and benefit clarifications that these parties deem necessary. Proposed changes in benefits are reviewed and discussed with the Employee Benefits Advisory Committee (EBAC) and any recommendations will be brought forward to Council for their approval. The changes that are being considered for 2026 are outlined in Exhibit 1 - 2026 Plan Change Summary.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Any changes to Red-Med benefits are incorporated into a Summary Plan Description, which is the definitive description of the benefits that are covered by Red-Med. The Summary Plan Description for the Self-Insured Employee Health Benefits Plan, was adopted by Resolution No. 913 and last amended by Resolution No. 1589.
- **Required:**
  The City of Redmond Personnel Manual, Section 1.40, requires Council approval of changes in the medical plan that add or delete benefits to employees.

- **Council Request:**
  N/A
- **Other Key Facts:**
  These changes are negotiated with bargaining units before they are incorporated into the Summary Plan Description as plan amendments.

OUTCOMES:
The Red-Med changes being considered for 2026, 1) align our plan with recent law changes and 2) incorporate new programs offered by Premera that assist employee and dependents who have complex healthcare needs.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  EBAC meetings are held monthly and discussions regarding 2026 plan changes were discussed at the following meetings:
  - July 23, 2025
  - August 27, 2025 (Vote)
- **Outreach Methods and Results:**
  EBAC meetings are held on a monthly basis and discussion around plan changes occur annually with a vote regarding recommendations to Council occurring at the August meeting.
- **Feedback Summary:**
  Feedback from this outreach will occur though a vote on recommendations. This vote took place at the August 27, 2025 EBAC meeting and is included on Exhibit 1.

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
Responsible Government

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**
If yes, explain:
The plan changes are anticipated to have a cost neutral impact to the medical plan.

Funding source(s):
Medical Self-Insurance Fund (511)

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Committee of the Whole - Finance, Administration, and Communications	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:
For Plan Changes to take effect at the beginning of a new plan year (January 1, 2026), the recommendations will need to be approved at the September 16, 2025, meeting to allow for appropriate lead time for the Benefits Plan Administrator to make adjustments for an effective date of January 1, 2026.

ANTICIPATED RESULT IF NOT APPROVED:
Our Red-Med plan would be out of alignment with the latest law changes; please note that our fully insured health plan, Kaiser, will automatically incorporate these changes as required by law. Also, valuable programs offered by Premera would not be available to members of the Red-Med Plan.

ATTACHMENTS:
Attachment A: Resolution Amending the Red-Med Plan
Exhibit 1: 2026 Plan Change Summary

CITY OF REDMOND
RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ADOPTING A REVISED SUMMARY PLAN DESCRIPTION FOR THE CITY OF REDMOND SELF-INSURED MEDICAL PLAN

WHEREAS, the City Council desires that the City of Redmond maintain a self-insured employee healthcare program that is fiscally sound and legally compliant; and

WHEREAS, since adoption of the City's self-insured employee healthcare program, the City has approved and adopted amendments that are reflected in the Summary Plan Description for the healthcare program; and

WHEREAS, the City Council desires to update the Summary Plan Description to incorporate changes deemed necessary by the third-party administrator, Premera, to clarify benefits and to address evolving treatment options, protocols and other issues; and

WHEREAS, City of Redmond Personnel Manual, Section 1.40, requires Council approval of changes in the medical plan that add or delete benefits to employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO RESOLVE AS FOLLOWS.

Section 1. Adoption of Changes. The Summary Plan Description for the Self-Insured Employee Health Benefits Plan,

adopted by Resolution No. 913 and amended by Resolution No. 1589 and referenced in Section 8.30 of the City of Redmond Personnel Manual, is hereby amended to include those benefit changes set forth in Exhibit 1 to this Resolution and incorporated herein by this reference as if set forth in full.

Section 2. Implementation. The Mayor is authorized and directed to implement the changes adopted in Section 1 and execute any contracts and/or agreements to do so.

Section 3. Effective Date of Benefit Changes. The effective date of the benefits adopted by this resolution shall be January 1, 2026.

Section 4. Conflicts -- Severability. If any provision of this resolution conflicts with any provision of the City of Redmond Personnel Manual or any other resolution or policy of the City of Redmond, the provisions of this resolution shall govern. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. Effective Date. This resolution shall take effect upon adoption of the Redmond City Council.

ADOPTED by the Redmond City Council this ____ day of _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

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

Summary of 2026 Benefit Recommendations/Modifications Proposed for Redmond Medical Plan

Source	Type of Change	Effective Date	Description	Purpose	Cost Impact	EBAC Recommendation	HR Recommendation
Premera Recommendation	Benefit Enhancement - Medical Plan	January 1, 2026	Add Personal Health Support & Cancer Support programs	These opt-in programs provide one-on-one clinical case management support for members with complex, high-risk, and chronic conditions and cancer diagnoses. These programs not only offer support to members navigate their health conditions, but it can also provide better adherence to treatments and avoid drug interactions as well as other barriers to health care.	Each enrolled member's program fee would be billed to the plan at $300 per month for Health Support & $415 per month for Cancer Support. This will be a negligible cost and is not anticipated to have an actuarial impact on the claims costs as we will only be billed if a member enrolls into the program.	Yes	Yes
Legal Change	Benefit Enhancement - Medical Plan	January 1, 2026	Set a $35 copay maximum for Asthma Inhalers & EpiPens	These two prescriptions are currently covered at 20% up to the out-of-pocket maximum of the plan, the same as other prescriptions. WA House Bill 1979, passed in 2024, sets a $35 copay for a 30-day supply for at least one covered inhaled corticosteroid and at least one covered inhaled corticosteroid combination that is FDA approved for the treatment of asthma. It also sets a $35 cap for at least one covered epinephrine autoinjector product containing at least two autoinjectors. Although we are self-insured and do not have to implement this change, our plan typically follows state mandates. Please note, that our fully-insured healh plan (Kaiser) will adopt these changes as required by law.	Setting the $35 cap will increase the medical plan costs by $.19 PMPM (per member per month). The annual increase would be approximately $350 from employee contributions and $2,650 from City contributions for a total of $3,000 per year to the cost of the plan which is less than a .025% increase.	Yes	Yes
Legal Change	Benefit Enhancement - Medical Plan	January 1, 2026	Waive Cost-sharing & prior authorization for inpatient HIV post-exposure drugs and therapies	These services are covered under the plan, but claims apply to deductibles and cost shares. WA Senate Bill 6127, passed in 2024, prohibits cost-sharing & prior authorization for HIV post-exposure drugs and therapies. Although we are self-insured and do not have to implement this change, our plan typically follows state mandates. Please note, that our fully-insured healh plan (Kaiser) will adopt these changes as required by law.	Waiving cost sharing is anticipated to increase the medical plan costs by $.94 PMPM (per member per month). The annual increase would be approximately $1,800 from employee contributions and $13,700 from City contributions for a total of $15,500 per year to the cost of the plan which is less than a .15% increase.	Yes	Yes

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-138
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Adam O'Sullivan	Finance Manager
Finance	Denise Shinoda	Program Coordinator, Business Licensing

TITLE:
Adoption of an Ordinance Amending Redmond Municipal Code (RMC) Subsection 5.04.080.F Increasing the Business License Model Minimum Threshold for Out-of-City Businesses, and Implementing Adjustments to the Threshold Every Four Years

a. Ordinance No. 3227: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code (RMC) Subsection 5.04.080.F to Implement a One-Time Increase to the Business License Model Minimum Threshold for Out-of-City Businesses, with Adjustments to the Threshold Every Four Years Based on Cumulative Inflation, as Required by RCW 35.90, Municipal Business Licensing; Providing For Severability, and Establishing an Effective Date

OVERVIEW STATEMENT:
In 2024, the Association of Washington Cities (AWC) coordinated a workgroup of cities and business stakeholders to review and update the business license model minimum threshold to $4,000, effective January 1, 2026, with inflationary adjustments every four years.

Currently, per RMC 5.04.080.F, businesses or individuals whose annual value of products, gross proceeds of sales, or gross income within the City of Redmond is equal to or less than $2,000, and who do not maintain a physical place of business within the City, are exempt from the City's business license fee. This model minimum threshold of $2,000 was developed and adopted in 2019.

Cities are required to adopt the new threshold, and those who partner with the state's Business Licensing Service (BLS) must adopt the new threshold by mid-October to comply with the BLS 75-day notification requirement for any changes to city business license programming.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  RCW 35.90 - Municipal Business Licensing
  Redmond Municipal Code (RMC) Section 5.04 - General Business Regulations
- **Required:**
  Changes to the Business License Model Minimum Threshold in RMC 5.04 are required to be adopted by Council via Ordinance.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Approval of the ordinance will update the model minimum threshold to $4,000, implement automatic adjustments to the threshold every four years based on inflation, and maintain city compliance with RCW 35.90, effective January 1, 2026.

The inflationary adjustments will be calculated by AWC every four years using Consumer Price Index-U (CPI-U) Western (Attachment C). The threshold will be adjusted based on the cumulative change in the Consumer Price Index, subject to annual caps of five percent and floors of zero percent, and rounded to the nearest $100. Council will be asked to approve changes to the model minimum threshold accordingly.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  2025 - 2026
- **Outreach Methods and Results:**
  Business Licensing already shares the upcoming model minimum threshold change with affected businesses by phone. The city website will be updated to communicate the model minimum threshold change. City Business Licensing staff will coordinate with city communications and economic development staff, as well as OneRedmond staff, to notify businesses. The change will be seamless to businesses as it is programmed into the fee calculation by BLS.
- **Feedback Summary:**
  Small businesses have provided positive feedback to business licensing staff when this upcoming change has been shared during phone calls.

BUDGET IMPACT:

Total Cost:
This increase will result in a revenue reduction of $47,376. This revenue loss is accounted for in the 2025-2026 biennial

budget, as implementation of this change was anticipated.

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

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
11/12/2024	Committee of the Whole - Finance, Administration, and Communications	Receive Information
9/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Cities that partner with the state's BLS for business licensing administration are required to adopt the updated model minimum threshold of $4,000 for out-of-city businesses by mid-October 2025. Jurisdictions must provide BLS a 75-day notice of any changes to their business licenses.

ANTICIPATED RESULT IF NOT APPROVED:
The City would be out of compliance with RCW 35.90 and would not be allowed to enforce its general business licensing requirements until the updated model ordinance takes effect (RCW 35.90.090).

ATTACHMENTS:

Attachment A: Ordinance
Attachment B: FAC November 12, 2024, Memo to Council and PowerPoint
Attachment C: AWC Fact Sheet_2026 Business License Model Minimum Threshold
Attachment D: AWC Notice to Update Business License Model Threshold, Threshold History & Timeline

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE (RMC) SUBSECTION 5.04.080.F TO IMPLEMENT A ONE-TIME INCREASE TO THE BUSINESS LICENSE MODEL MINIMUM THRESHOLD FOR OUT-OF-CITY BUSINESSES, WITH ADJUSTMENTS TO THE THRESHOLD EVERY FOUR YEARS BASED ON CUMULATIVE INFLATION, AS REQUIRED BY RCW 35.90, MUNICIPAL BUSINESS LICENSING; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the 2017 Washington State Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with a business licensing program to partner with the Business Licensing Service (BLS)for administration of general business licenses; and

WHEREAS, city staff and Washington State Department of Revenue staff reviewed the business licensing process and procedures set forth in RMC Chapter 5, Business Licenses and Regulations, for required updates; and

WHEREAS, beginning January 1, 2026, the threshold amount for business licensing under RCW 35.90 will be $4,000, with the threshold to be adjusted every forty-eight months based on the cumulative change in the Consumer Price Index, subject to annual

caps of five percent and floors of zero percent, and rounded to the nearest $100.

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

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

Section 2. Amendment of Subsection. RMC 5.04.080.F, Fees – Payment, is hereby amended to read as follows:

5.04.080 FEES – PAYMENT.

F. The minimum fee for any license issued under this chapter is $153.00 in 2025.

1. *Exemptions.* The following entities may claim an exemption from the City's license application and renewal fees, but if so exempt under this subsection such entities must still register and obtain a City business license under this chapter, unless otherwise indicated.

a. Any nonprofit entity exempt from taxation under a provision of 26 U.S.C. § 501(c), provided they submit a copy of their Internal Revenue Service tax exemption status determination letter.

b. Governmental entities that engage solely in activities which are not exclusively governmental, such as some activities of a hospital or medical clinic.

c. A nonprofit organization operated exclusively for a religious purpose and deemed by the Internal Revenue Service as exempt from Federal taxation under 26

U.S.C. § 501(c)(3), even without the issuance of a tax exemption determination letter, is fully exempt from all requirements of this chapter. Such a religious organization conducting any actual commercial business activity beyond their core religious purpose is fully liable for complying with all licensing requirements of this chapter for such other business activities.

d. Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the City. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.

e. For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than[~~$2,000~~] **$4,000, beginning January 1, 2026,** and who does not maintain a place of business within the City, shall submit a business license registration to the Director or designee, but be exempt from the City license fee therefor. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

i. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To

calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest $100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis. The Association of Washington Cities (AWC) will calculate the updated threshold amount and will partner with the Business Licensing Service and the Municipal Research and Services Center (MSRC) to communicate the updated minimum threshold to cities.

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

Section 5. Effective date. This ordinance shall take effect and be in full force on January 1, 2026, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 20XX.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
REBECCA MUELLER, CITY ATTORNEY

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

To: Members of the City Council
From: Haritha Narra, Deputy Finance Director
Date: 11/12/2024
Subject: Recommendation to Increase City of Redmond's Business License Threshold

I am writing to address the recommendation concerning the increase in the City of Redmond's business license threshold.

Currently, businesses or individuals whose annual value of products, gross proceeds of sales, or gross income within the City of Redmond is equal to or less than $2,000, and who do not maintain a physical place of business within the City, are exempt from the City's business license fee. This threshold exemption was first adopted in 2019, and since that time, no adjustments have been made to the threshold.

In early 2024, the Association of Washington Cities (AWC) convened with cities and business stakeholders to discuss potential updates to the current threshold. After consultations with various cities, AWC is recommending the following adjustments:

- A one-time increase of the threshold to $4,000, with the option for the City to set a higher amount if desired.
- Effective date January 1, 2026
- The threshold should be adjusted every 48 months based on the Consumer Price Index (CPI).
- To determine the adjustment,
    - the cumulative CPI over each 48-month period would be applied.
    - If the annual CPI decreases, no increase will be applied (0%).
    - If the annual CPI increases by more than 5%, a 5% increase will be applied.

AWC is in the process of finalizing the model threshold language to incorporate the above changes. The timeline for adoption is currently unknown.

Based on AWC's recommendations and other identified limitations (outlined below), the following recommendations are made regarding the threshold increase:

1. **One-Time Increase of the Threshold to $4,000**
    - Financial Impact: This increase will result in a revenue reduction of $47,376. However, given that the impact is not substantial, it can be offset by the General Fund surplus.
    - Considerations: Any threshold increase beyond $4,000 would lead to more significant revenue losses, which would need to be compensated by raising the business license fee per FTE (highlighted in the attached PPT)

2. **Effective Date: January 1, 2026**
   The recommended effective date is based on the following limitations:
    - The state will not accept changes until January 31, 2025.
    - The state requires at least seven to eight months to process and implement the change in their system.

- If implemented on January 1, 2025, before the state has time to implement the change in their systems, there would be a significant increase in staff time due to the need for manual refunds.

3. **Update threshold every four years**
    - In alignment with AWC recommendations and in consideration of the limitations regarding the time required for programming updates to the state software.

4. **Adjust the threshold using AWC's recommended methodology**
    - Every four years, updating the threshold by using four-year CPI increase using each 12-month period ending from on June 30 of each prior year, and rounded to the nearest $100.
    - This approach ensures the city remains in alignment with AWC's recommended methodology.
    - The adjustment will help the city keep pace with inflation over time.

Other recommendations

- **Business License Audit**
    - Conduct the proposed business license audit outlined in the 2025-2026 preliminary budget to assess and gain a comprehensive understanding of the full inventory of businesses, providing insights for policy and program improvements.
    - Review and update the entire business license program after the completion of the proposed audit.

Please let me know if you have any questions. The recommendation will be presented at Finance, Administration and Communications committee on November 12, 2024.



Business License Program Exemption Threshold Update

Haritha Narra, Deputy Finance Director
November 2024

Redmond
WASHINGTON

Agenda

- Council request
- Current ordinance
- Background and research
- Exemption Threshold comparison
- Financial impact of increases
- Implementation challenges
- Recommendation

Council Request

Evaluate the current ordinance and determine if an increase in the exemption threshold is warranted and can in implemented for the 2025-2026 biennial budget.

Current Ordinance

Ordinance 3131 (year 2024)

(e) For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the City is equal to or less than $2,000 and who does not maintain a place of business within the City, shall submit a business license registration to the Director or designee, but be exempt from the City license fee therefor. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

Background and Research

- The threshold first was adopted in 2018 with effective date of January 1, 2019 as part of an effort by AWC.
- The City is allowed to increase the threshold annually.
- Per RCW 35.90.080, the City's threshold cannot be below the minimum threshold established by AWC. Currently $2,000 and will likely increase to $4,000 effective January 1, 2026

Background and Research – Continued

AWC Activity:

- In 2024, Association of Washington Cities (AWC) met with the cities and the business community to discuss updates to the threshold.
- Recommended effective date January 1, 2026
- One-time increase to a higher threshold to $4,000 for out-of-city businesses (City can determine higher threshold)
- The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI")

Exemption Threshold Comparison

City	Threshold
Bellevue	$2,000
Kirkland	$12,000
Bothell	$12,000
Renton	$2,000
Redmond	$2,000

Financial Impact of Threshold Increase

Threshold	# Exempt Businesses	Uncollected Revenue	Increased Uncollected	Required Business License Fee Increase
$2,000 (Current)	1,728	$255,915		
$4,000	1,922	$303,291	$47,376	N/A
$6,000	2,135	$329,940	$74,025	$0.78
$8,000	2,228	$344,463	$88,548	$0.94
$10,000	2,431	$373,932	$118,017	$1.25
$12,000	2,520	$390,852	$134,937	$1.38
$20,000	2,814	$429,768	$173,853	$1.84

Implementation Challenges

- State will not accept changes to business license programs until January 31, 2025.
- State will take at least six to eight months to implement the programming change in system
- Threshold increase effective date of January 1, 2025, would create significant amount of refunds.
- Threshold increase effective date of January 1, 2025, would conflict with ACW process.

Recommendation

- Threshold increase to $4,000
- Increase effective January 1, 2026
- Update threshold every four years (recommended by AWC)
- Complete the proposed business license audit included in the preliminary budget to identify and understand the full inventory of business and to inform policy and program improvements.
- Evaluate and update entire business license program once the proposed audit is complete.

Thank you

Any Questions?

Redmond
WASHINGTON



2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?
The main change in the update would make a one-time increase to a higher threshold to $4000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?
Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of "engaging in business" changed?
No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?
Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?
Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?
The $4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?
BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?
Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website or presenting to your local chamber.

Background on the 2018 model threshold
In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of "engaging in business" and a $2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall
General Counsel
sheilag@awcnet.org
wacities.org

Published on Aug 14, 2025

Time to update your Business License Model Threshold ordinances

Contact: Sheila Gall, Emma Shepard

New Business License Model ordinance updates require changes to city ordinances to increase business license thresholds for out-of-city businesses that conduct commerce within cities.

If your city is one of the more than 200 that partners with the state's Department of Revenue Business License Service (BLS), you should aim to get those updates done as soon as you can, ideally this summer.

Deadlines

The changes to the model license are set to take effect on January 1, 2026. While the state's deadline to adopt the threshold for BLS cities is **October 1** (to provide the required 75-days' notice of the change before they take effect) due to system upgrades, the BLS team is encouraging cities to complete the task as soon possible—by **August 26** if feasible.

Resources

Read more information, materials, and FAQ in the article below and then take these three steps to complete your city's update. We will be sending reminders and keeping in touch with cities to help reach the deadline.

Actions to take:

1. **Step one:** Review our materials, including AWC's fact sheet and the model threshold ordinance language that a group of cities produced. The change to the model ordinance increases the threshold for out-of-city business from the current minimum of

language for an automatic increase to that minimum by inflation every four years thereafter;
2. **Step two:** Schedule the ordinance to be passed at an upcoming council meeting;
3. **Step three:** Once passed (if you are a BLS city), close the loop by submitting a Partner Change Request form to BLS at dorblspartner@dor.wa.gov. Remember to attach the language as adopted by council.

Not a BLS city?

Notify your city's tax and license system FileLocal of the change.

Questions?

Reach out to Sheila or Emma by email or calling us at AWC (360) 753-4137.

You can also reach out to BLS at dorblspartner@dor.wa.gov or (360) 705-6777.

2026 City Business License Model Threshold update

March 11, 2025

Printable fact sheet on 2026 model threshold

Updated 2026 model threshold

In 2018, cities were required to develop a model minimum threshold for business licensing, which cities adopted by January 1, 2019. The ordinance includes a mandatory definition of "engaging in business" and a minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed.

The model threshold was reviewed and updated by a work group of cities in 2024. Cities must adopt the updated threshold by January 1, 2026.

What are the main changes to the model threshold?

The main change in the update would make a one-time increase to a higher threshold to $4,000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Could my city still require a no-fee registration for out-of-city businesses below the threshold?

Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of “engaging in business” changed?

No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?

Cities with a business license must adopt the model by January 1, 2026.

However, cities that currently partner with the state’s Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must provide BLS 75-day notice of any changes to their business licenses, including this mandatory change. Due to system upgrades, BLS is requesting that BLS partner cities work to complete it as soon as is feasible (before the October deadline).

What if my city has a higher threshold?

Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

However, higher-threshold-cities will still be impacted by the four-year inflation factor, which

to be calculated in fall 2029 for city adoption by January 1, 2030. AWC will partner with BLS and MRSC to communicate the updated minimum threshold in 2029.

Because of the four-year inflation factor, we recommend that cities with thresholds higher than $4,000 adopt the indexing language, but also add some language to their ordinance that when the city's threshold is exceeded by the minimum, the city will use the statewide minimum threshold indexed as provided in the model.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?

The $4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?

BLS partner cities: Send a completed Partner Change Request Form to BLS notifying them of the update.

FileLocal partner cities: Notify your city's tax and license system FileLocal of the change.

Questions? Email Sheila Gall, AWC (sheilag@awcnet.org).

How will businesses find out about the changes?

Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website or presenting to your local chamber.

Background on the 2018 model threshold

In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities

2018 model ordinance for local business licenses – minimum threshold

The 2018 model included a mandatory definition of “engaging in business” and a $2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

2018 final city business license model threshold

July 18, 2018

Printable version

Business license and city B&O tax simplification

In the 2017 session, **EHB 2005** (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law:

1. Requires cities with business licenses to establish a workgroup to create a model business license with a licensing threshold by July 2018 for adoption by all business license cities by January 1, 2019 (October 17, 2018 for BLS partner cities);
2. Requires all cities with business license to administer their business license through the state’s Business Licensing System (BLS) by 2022 or FileLocal by 2020; and
3. Establishes a task force on local B&O tax service apportionment under RCW 35.102.130 to report to the Legislature by October 31, 2018.

Final model ordinance for local business licenses – minimum threshold

Cities were required to develop a model ordinance for business licensing by July 1, 2018. The ordinance includes a mandatory definition of “engaging in business” and a minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities must adopt it by the end of the year (RCW 35.90.080).

Model threshold language

What is in the model?

The model threshold has two pieces: a model threshold and a definition of "engaging in business."

1. The model business license threshold language would:
    - Apply a minimum threshold of $2,000 per year in the city for businesses that do not have a location in the city;
    - Continue to require a license for businesses located in the city without regard to the threshold (unless the city chooses to exempt these businesses – see in-city business question below);
    - Allow cities the option to require registration with no fee for businesses under the threshold; and
    - Only apply to general business licenses, not regulatory licenses or local taxes.

2. The definition of "engaging in business" includes examples of what constitutes business activities in cities that would subject a business to license requirements, as well as those activities that would not. The model language is adapted from the definition that the 45 cities with local B&O taxes have already adopted for the definition of "engaging in business" in the B&O tax model ordinance.

What are the deadlines for all cities with business licenses to adopt the model?

Cities with a business license must adopt the model by January 1, 2019. However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration have a deadline of October 17, 2018, because they must provide BLS 75-day notice of any changes to their business licenses (including this mandatory change).

Where can I learn more about implementing the threshold?

AWC hosted a webinar to tell you everything you need to know to comply with the mandatory model threshold in August.

Prepare to streamline your business license webinar recording

AWC also held a presentation on this topic at its Annual Conference in June and presented at the WFOA Annual Conference in September.

What happens if we don't enact the threshold by the deadline?

RCW 35.90.090 provides that a city cannot enforce its business license after January 1, 2019, until it has adopted the mandatory threshold.

RCW 35.90.090: "A city that has not complied with the requirements of this section by January 1, 2019, may not enforce its general business licensing requirements on any person until the date that the mandatory provisions of the model ordinance take effect within the city."

What if my city wants a higher threshold?

Cities can choose to enact a higher threshold. The $2,000 threshold level per city per year for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?

The $2,000 threshold level per city per year for out-of-city businesses is mandatory minimum threshold language that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds. Cities can choose to enact a separate threshold provision that applies to in-city businesses.

How will my city track compliance with the threshold?

The law does not change the city's authority to enforce business licenses, and the city will continue to use its current enforcement processes to track business license compliance.

Who should my city notify when the model is adopted?

BLS partner cities (by October 17): Send a completed change request form to BLS notifying them which threshold option your city adopted, with a link to the adopted ordinance.

- Option 1 form for threshold exemption
- Option 2 form for no-fee license/registration

All other cities: Email AWC for our report to the Legislature due January 1, 2019.

How will businesses find out about the changes?

Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website, or presenting to your local chamber.

How was the business license threshold developed?

Section 8 of **EHB 2005** required cities to work through the Association of Washington Cities (AWC) to develop a model business license threshold by July 1, 2018 with a focus on determining a threshold for when a license should be required for out-of-city businesses. The bill also required input from the business community.

AWC convened a task force of city business license officials to begin drafting a model license threshold in August 2017. The group met monthly in person or via conference call to research city business license systems and existing options for establishing a model threshold and to review feedback on the proposed model from cities and the business community. AWC sent a survey to cities last fall on preferences for approaching the model threshold and sent a draft for review to cities in March 2018. In April-June 2018, AWC sent drafts of the model to the business community for comment, and the task force met in person with business community representatives.

In response to business community concerns about the level of the threshold, the committee proposed doubling its initial proposed level to $2,000 per year in the city for businesses without a location in the city. The committee agreed to review the threshold level in four years when the model B&O tax model ordinance will also be due for review and more information on impacts of the license threshold is known. In late June, the committee finalized the model language.

Business license model threshold implementation timeline

July 2017 – **EHB 2005** takes effect

August 2017 – First meeting of city workgroup

July 1, 2018 – Deadline for city work group to develop model ordinance with minimum threshold to get a license

August 8, 2018 – AWC webinar on implementing model threshold

October 17, 2018 – Deadline for current BLS partner cities to adopt model minimum threshold and notify DOR of changes to business license for threshold adoption
(Cities on BLS plan but not yet onboarded would have later deadline of January 1, 2019)

January 1, 2019 – Deadline for all other cities to adopt model minimum threshold

How many cities does this impact?

Where can I find more information on the Business Licensing Service or FileLocal?

Business licensing service

FileLocal

What about the provision of EHB 2005 and the scope of work for the B&O service apportionment task force?

The two-factor formula for B&O tax service apportionment was required by RCW 35.102.130, effective in 2008. The two factors, payroll and service income, have complicated multi-part tests to determine how much of business service revenues should be apportioned to a city.

EHB 2005 created a seven-member task force to make recommendations to simplify two-factor service apportionment by October 2018 with the following members:

- One Department of Revenue, non-voting chair
- Three cities with local B&O taxes
- Three business representatives

The task force has been meeting monthly since August 2017, and the deadline to submit a report to the Legislature is October 31, 2018. The city representatives are:

- Chris Bothwell, Lake Forest Park
- Joseph Cunha, Seattle
- Danielle Larson, Tacoma

How did this legislation come about?

During the 2016 legislative session, lawmakers passed **HB 2959**, establishing a task force to evaluate options to continue local business tax and licensing simplification. On December 30, 2016, the task force released its final report on local tax and licensing simplification with four main recommendations. The task force did not recommend that all cities with a business license be required to participate in the state's Business Licensing Service, nor did it recommend any centralized collection of city B&O tax at the state level. However, some of the items recommended represented a significant compromise on the part of cities.

The report included four recommendations related to licensing, establishing a business license threshold, recommending a task force on service income apportionment, and providing for data sharing between DOR and FileLocal. Read the full report.

Budget & finance Advocacy

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-139
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

N/A	N/A	N/A

TITLE:
Adoption of an Ordinance Ratifying and Affirming Termination of Community Facilities District (CFD) 2014-01 and Amending the Redmond Municipal Code (RMC) to Repeal Chapter 3.95, Community Facility District No. 2014-1

a. Ordinance No. 3228: An Ordinance of the City Council of the City of Redmond, Washington, Approving a Petition by Microsoft Corporation to Dissolve Redmond Community Facilities District No. 2014-01; Making Findings in Support of the Dissolution; Providing for the Remaining Balance to be Repaid to Microsoft Corporation; Repealing Chapter 3.95 of the Redmond Municipal Code; Providing for Severability; and Establishing an Effective Date

OVERVIEW STATEMENT:
Community Facilities District (CFD) 2014-01 was established on July 15, 2014, via Resolution No. 1411 (AM) as a public/private partnership between the City of Redmond, Microsoft, and Sound Transit to fund and construct improvements at the Overlake Transit Center (OTC), including a pedestrian/bicycle bridge connecting the east side of 156th Avenue NE to the transit center/light rail station and to the west side of SR 520.

On April 25, 2025, Microsoft petitioned the CFD for dissolution (attachment B) because the only outstanding deliverables, digital wayfinding elements at the Redmond Technology Station, were determined to be addressed through other means not requiring the CFD.

During the July 15, 2025, CFD 2014-01 special meeting, the CFD 2014-01 Board of Supervisors discussed the dissolution of CFD 2014-01 and agreed to move forward with closing out CFD 2014-01. During the September 2, 2025, CFD 2014-01 meeting, the CFD 2014-01 Board of Supervisors adopted a resolution (attachment C) to dissolve CFD 2014-01.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  CFD 2014-01 Formation and Commitment to Fund documentation.
- **Required:**
  Community Facilities Districts are governed under RCW 36.145.
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Following the September 2, 2025, adoption of the dissolution resolution by the CFD 2014-01 Board of Supervisors, the Redmond City Council is being asked to consider an ordinance ratifying and affirming termination of CFD 2014-01 and amending the Redmond Municipal Code (RMC) to repeal Chapter 3.95, Community Facility District No. 2014-1. This ordinance formally dissolves CFD 2014-01 and returns the remaining funds to Microsoft.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
N/A

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/4/2025	Committee of the Whole - Planning and Public Works	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
CFD 2014-01 would not be fully terminated and would remain part of the Redmond Municipal Code as Chapter 3.95.

ATTACHMENTS:
Attachment A: CFD 2014-01 Termination Ordinance
Attachment B: Microsoft Petition for CFD 2014-01 Dissolution
Attachment C: CFD 2014-01 Dissolution Resolution
Attachment D: CFD 2014-01 Close Out Timeline

CODE

CITY OF REDMOND
ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, APPROVING A PETITION BY MICROSOFT CORPORATION TO DISSOLVE REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01; MAKING FINDINGS IN SUPPORT OF THE DISSOLUTION; PROVIDING FOR THE REMAINING BALANCE TO BE REPAID TO MICROSOFT CORPORATION; REPEALING CHAPTER 3.95 OF THE REDMOND MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Resolution No. 1411 (AM) of the City of Redmond, passed by the City Council on July 15, 2014, formed Redmond Community Facilities District ("CFD") No. 2014-01 for the purpose of financing the construction of a pedestrian/bicycle bridge connection from the east side of 156th Avenue NE to the Overlake Transit Center and to the West side of SR 520, and the construction of canopy coverage for waiting areas at the Overlake Transit Center; and

WHEREAS, Resolution No. 1417 of the City of Redmond, passed by the City Council on November 18, 2014, approved an amended petition from Microsoft Corporation for Redmond CFD No. 2014-01 which altered the purpose of the CFD to add construction of additional identified improvements; and

WHEREAS, Resolution No. 1590 of the City of Redmond, passed by the City Council on September 17, 2024, approved an amended

petition from Microsoft Corporation for Redmond CFD No. 2014-01 which again altered the purpose of the CFD to add expanded financing of additional identified improvements; and

WHEREAS, on April 25, 2025, Microsoft petitioned the CFD for dissolution because the only outstanding deliverables, digital wayfinding elements at the Redmond Technology Station, were determined to be addressed through other means not requiring the CFD; and

WHEREAS, on September 2, 2025, the Community Facilities District No. 2014-01 considered and approved a resolution finding that the CFD should be dissolved and submitted a request to the Redmond City Council to pass an ordinance formally dissolving the CFD and returning the remaining funds to Microsoft.

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

Section 1. Classification. Section 5 of this ordinance is of a general and permanent nature and shall become a part of the city code.

Section 2. Findings.

A) The petition to dissolve Community Facilities District No. 2014-01 was received by the District on April 25, 2025, and was signed by Microsoft, which owns one hundred percent (100%) of the land within CFD No. 2014-01.

B) All improvements identified for completion under the CFD have either been completed or will be addressed through other means.

C) All invoices of the CFD have been paid.

D) All assessments have been paid and expended, or the balance will be repaid to Microsoft under the Commitment to Fund.

E) The CFD is no longer needed, and Microsoft's request for dissolution should be granted.

F) The recitals outlined above are hereby incorporated by reference as findings in support of the dissolution of Community Facilities District No. 2014-01.

Section 3. Dissolution. Community Facilities District No. 2014-01 is hereby dissolved. The Mayor and Finance Director, of their designees, are hereby empowered to take any necessary actions to accomplish the complete dissolution of Community Facilities District No. 2014-01.

Section 4. Transfer of Balance. The CFD balance remaining as of the date of the dissolution of Community Facilities District No. 2014-01 shall be transferred to Microsoft Corporation as the original, sole funder of the District.

Section 5. Repeal of Chapter 3.95 Redmond Municipal Code (RMC). Chapter 3.95 RMC is hereby repealed in its entirety.

CHAPTER 3.95 ~~[COMMUNITY FACILITY DISTRCIT NO. 2014-1]~~

REPEALED.

~~[3.95.010 FUND CREATED.~~

~~A. A FUND TO BE KNOWN AS THE "COMMUNITY FACILITY DISTRICT NO. 2014-1" IS HEREBY CREATED AS A CAPITAL IMPROVEMENT FUND AND SHALL BE SPECIFICALLY PROVIDED FOR IN THE CITY'S BUDGET FOR REPORTING PURPOSES. (ORD. 2867 § 2 (PART), 2017).~~

~~3.95.020 PURPOSE.~~

~~THE PURPOSE OF THE COMMUNITY FACILITY DISTRICT NO. 2014-1 FUND SHALL BE TO MANAGE AND ACCOUNT FOR THE FINANCIAL ACTIVITY RELATED TO THE IMPROVEMENTS SPECIFIED IN THE OVERLAKE TRANSIT CENTER (OTC) AGREEMENT BETWEEN THE CITY, MICROSOFT, SOUND TRANSIT AND COMMUNITY FACILITY DISTRICT NO. 2014-1 AS AUTHORIZED BY THE REVISED CODE OF WASHINGTON (RCW) 36.145. (ORD. 2867 § 2 (PART), 2017).~~

~~3.95.030 EXPENDITURES AUTHORIZED.~~

~~A. EXPENDITURES FROM THE FUND SHALL BE AUTHORIZED IN THE BUDGET FOR THE FOLLOWING PURPOSES:~~

~~1. DEFERRED INFLOWS RELATED TO MICROSOFT'S INVESTMENT IN THE CFD AND SPECIFIED IN THE OVERLAKE TRANSIT CENTER AGREEMENT AND COMMUNITY FACILITY DISTRICT NO. 2014-1 AUTHORIZING DOCUMENTS,~~

~~2. EXPENDITURES RELATED TO PROJECT REIMBURSEMENTS TO DESIGN AND CONSTRUCT PROJECT ELEMENTS, INCLUDING A PED-BIKE BRIDGE AND EXPANDED CANOPY COVERAGE FOR TRANSIT WAITING AREAS AS INCLUDED IN THE SOUND TRANSIT EAST LINK PROJECT OR ADMINISTRATIVE EXPENSES RELATED TO THE COMMUNITY FACILITIES DISTRICT OPERATIONS, OR~~

~~3. TRANSFER TO A CAPITAL FUND AS DIRECTED BY THE COMMUNITY FACILITY DISTRICT BOARD OF SUPERVISORS. (ORD. 2867 § 2 (PART), 2017).~~

~~3.95.040 UNEXPENDED FUNDS.~~

~~A. ANY UNEXPENDED FUNDS REMAINING IN THE COMMUNITY FACILITY DISTRICT NO. 2014-1 FUND AT THE END OF ANY FISCAL YEAR SHALL REMAIN IN SAID FUND AND SHALL NOT LAPSE; BUT SHALL BE CARRIED FORWARD FROM YEAR TO YEAR UNTIL EXPENDED FOR THE PURPOSE SET FORTH IN SUBSECTION 3.95.030.A.~~

~~B. ANY UNEXPENDED FUNDS REMAINING IN THE COMMUNITY FACILITY DISTRICT NO. 2014-1 FUND AFTER TERMINATION OF THE CFD AND AFTER PAYMENT OF ALL OBLIGATIONS AND ASSESSMENTS, THOSE FUNDS SHALL BE DELIVERED TO MICROSOFT. (ORD. 2867 § 2 (PART), 2017).]~~

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase.

Section 7. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 2025.

CITY OF REDMOND

_____
ANGELA BIRNEY, MAYOR

ATTEST:

_____
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
REBECCA MUELLER, CITY ATTORNEY

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

Microsoft

April 25, 2025

VIA E-MAIL

Melissa Stuart, Chairman of Board of Supervisors
Community Facility District No. 2014-1
City of Redmond
15670 NE 85th Street
Redmond, WA 98073

Re: CFD 2014-1

Dear Supervisor Stuart:

Although Community Facility District No. 2014-1 was amended in September of 2024 to add digital wayfinding elements to Redmond Technology Station, subsequent analysis of the wayfinding issue has led Microsoft to the conclusion that the wayfinding issue is best addressed through other means. Therefore, the wayfinding elements added to CFD 2014-1 will not be built.

Since all the other projects for which CFD 2014-1 was formed have been constructed and paid for, Microsoft Corporation, as the sole property owner in CFD 2014-1, hereby requests that CFD 2014-1 be terminated and the excess funds in CFD 2014-1 be returned to Microsoft as provided in RMC 3.95.040. Microsoft thanks the City and all the former and present Supervisors for the care and attention paid to the administration of Community Facility District No. 2014-1.

Sincerely,

MICROSOFT CORPORATION

By: _____
Name: Steph Longstreth
Its: General Manager

cc: Board of Supervisors
Mayor Birney
Malisa Files
Kelley Cochran
Daniel Kenny

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REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01
RESOLUTION NO. 11

A RESOLUTION OF THE REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01 RECOMMENDING APPROVAL OF PETITION BY MICROSOFT CORPORATION TO DISSOLVE REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01; MAKING FINDINGS IN SUPPORT OF THE DISSOLUTION; AND REQUESTING THE REMAINING BALANCE TO BE REPAID TO MICROSOFT CORPORATION

WHEREAS, Resolution No. 1411 (AM) of the City of Redmond, passed by the City Council on July 15, 2014, formed Redmond Community Facilities District ("CFD") No. 2014-01 for the purpose of financing the construction of a pedestrian/bicycle bridge connection from the east side of 156th Avenue NE to the Overlake Transit Center and to the West side of SR 520, and the construction of canopy coverage for waiting areas at the Overlake Transit Center; and

WHEREAS, Resolution No. 1417 of the City of Redmond, passed by the City Council on November 18, 2014, approved an amended petition from Microsoft Corporation for Redmond CFD No. 2014-01 which altered the purpose of the CFD to add construction of additional identified improvements; and

WHEREAS, Resolution No. 1590 of the City of Redmond, passed by the City Council on September 17, 2024, approved an amended petition from Microsoft Corporation for Redmond CFD No. 2014-01 which again

Docusign Envelope ID: D3C749D9-60B7-4D93-902A-88CFDBADE5D0

altered the purpose of the CFD to add expanded financing of additional identified improvements; and

WHEREAS, on April 25, 2025, Microsoft petitioned the CFD for dissolution because the only outstanding deliverables, digital wayfinding elements at the Redmond Technology Station, were determined to be addressed through other means not requiring the CFD.

NOW, THEREFORE, REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01 HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings.

(A) The petition to dissolve Community Facilities District No. 2014-01 was received by the District on April 25, 2025, and was signed by Microsoft, which owns one hundred percent (100%) of the land within CFD No. 2014-01.

(B) All improvements identified for completion under the CFD have either been completed or will be addressed through other means.

(C) All invoices of the CFD have been paid.

(D) All assessments have been paid and expended, or the balance will be repaid to Microsoft under the Commitment to Fund.

(E) The CFD is no longer needed, and Microsoft's request for dissolution should be granted.

Docusign Envelope ID: D3C749D9-60B7-4D93-902A-88CFDBADE5D0

(F) The recitals outlined above are hereby incorporated by reference as findings in support of the dissolution of Community Facilities District No. 2014-01.

Section 2. Dissolution. The Board of Supervisors ("The Board") of Community Facilities District No. 2014-01 finds that the CFD should be dissolved. The Board hereby requests that the Redmond City Council consider and approve an ordinance officially dissolving the CFD.

Section 3. Transfer of Balance. The Board of Supervisors of Community Facilities District No. 2014-01 recommends that the CFD balance remaining as of the date of the dissolution of Community Facilities District No. 2014-01 by the Redmond City Council should be transferred to Microsoft Corporation as the original, sole funder of the District.

Section 4. Effective Date. This resolution will be effective immediately upon passage.

ADOPTED by the Board of Supervisors of Community Facilities District No. 2014-01 this 2nd day of September, 2025.

BOARD OF SUPERVISORS OF COMMUNITY FACILITIES DISTRICT No. 2014-01

Signed by:
Melissa Stuart
D5AE46EE13D1443...
MELISSA STUART, CHAIR

Date	Action	Lead	Deadline	Notes
4/25/2025	Microsoft writes request to CFD 2014-01 to dissolve	Microsoft		
7/15/2025	Discuss CFD 2014-01 dissolution - no action will be taken (discussion only)	CFD Board of Supervisors		
	Draft termination resolution for CFD 2014-01 and termination ordinance for Redmond City Council	Daniel Kenny	7/18/2025	
8/4/2025	During 8/4 Committee of the Whole meeting: • Council notification of plan for CFD 2014-01 Board of Supervisors to consider resolution to terminate CFD 2014-01 • Notification that if passed, the resolution will be emailed to Council after 9/2/2025 CFD meeting • Request Council approval to put CFD 2014-01 dissolution ordinance on 9/16/2025 consent agenda (passed CFD resolution would be an attachment to 9/16 agenda item)	Kelley Cochran	7/30/2025	• Presenting to Council during 8/4 COTW meeting because August FAC meeting canceled due to Council's August recess
9/2/2025	CFD 2014-01 Board of Supervisors considers resolution to terminate	CFD Board of Supervisors	8/27/2025	Resolution: (a) confirming that all improvements have been completed (b) confirming that all invoices have been paid (c) confirming that all assessments have been paid and expended or that the balance will be repaid to Microsoft under the Commitment to Fund (d) requesting that the City Council dissolve the CFD
9/3/2025	If approved on 9/2/2025, CFD 2014-01 Board of Supervisors emails passed CFD 2014-01 resolution to terminate to the Redmond City Council	Kelley Cochran		Kelley Cochran emailed Council on 9/3/2025 providing official notification that the CFD 2014-01 Board of Supervisors voted to approve a resolution to terminate the CFD, and that Council can expect an ordinance on the 9/16/2025 business meeting consent agenda to ratify and affirm the termination. The signed CFD resolution was not available when the email was sent to Council, so the resolution was not attached.
~~9/16/2025~~	~~Public Hearing~~	~~N/A~~	~~N/A~~	Not required
9/16/2025	Redmond City Council Considers Ordinance Ratifying and Affirming Termination of CFD 2014-01 and Amending the Municipal Code to Remove this CFD from Code.	Redmond City Council	9/10/2025	Ordinance includes findings that the CFD is no longer needed, served its purpose, and has chosen itself to terminate • An ordinance will be considered by Council, rather an a resolution, because CFD 2014-01 will need to be removed from the Redmond Municipal Code.

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-140
Type: Consent Item

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

Executive	Malisa Files	(425) 556-2166

DEPARTMENT STAFF:

Executive	Amy Tsai	Chief Policy Advisor

TITLE:
Approval of the King County District Court ILA Amendment

OVERVIEW STATEMENT:
The City contracts with King County District Court for the provision of District Court services. Council approval of the amendment would add the cost of probation services for active supervision to the contract, in support of King County receiving full cost recovery for the services they provide.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  King County District Court ILA with City of Redmond
- **Required:**
  RCW 39.34.180 local duty to handle misdemeanor and gross misdemeanor offenses
- **Council Request:**
  N/A
- **Other Key Facts:**
  The City of Redmond contracts with King County District Court (KCDC) to provide local court services. The amount of the contract is based on the cost to King County of providing the services minus revenue brought in by filing fees; Redmond is charged based on the percentage of cases it has out of all cities contracting with KCDC. KCDC has not historically charged for the cost of providing probation services and now seeks to recover those costs.

  ILA Amendment Effect - This ILA amendment adds the court staffing costs of handling active supervision

probation cases, including associated supervisory costs; it does not charge the City any additional facility or security costs or probation compliance monitoring costs. Exhibit A to the ILA amendment contains the formulas that would be applied annually; the case numbers use the last available year's data for illustration purposes.

Estimated Cost Impact - KCDC would begin including probation case data in its cost model in 2026. Cities are billed the following year (starting in 2027). As of February 2025, Redmond had 99 active probation cases (15% of 650 total probation cases among cities contracting with KCDC). This translates to approximately $135,000 annual expected costs of probation.

OUTCOMES:
King County District Court provides active supervision for probation cases in Redmond. This amendment would have Redmond reimburse KCDC for the cost of service.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  King County seeks city approvals by end of September 2025.
- **Outreach Methods and Results:**
  N/A
- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
Roughly $135,000 annually beginning in 2027, depending on active probation caseload

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):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
King County District Court requests City approval of the proposed amendment in order to begin including probation costs in the cost model for 2026. The City would be billed for 2026 costs in 2027.

ANTICIPATED RESULT IF NOT APPROVED:
Redmond would need to find alternative means of providing probation services, which does not appear cost effective at this time.

ATTACHMENTS:
Attachment A: KCDC ILA Amendment with Exhibit A

AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF _____

This is an amendment to the Interlocal Agreement for Provision of District Court Services ("Agreement") between King County ("County") and the City of _____ ("City") (collectively, the "Parties") executed 2022.

The Parties hereby agree to amend the Agreement as follows:

1. Exhibit A (dated January 2021) is replaced with Exhibit A (Revised 2025), which is attached to this amendment.

2. Subparagraph (d) of Paragraph 4.9 Local Court Revenue is modified as follows:

   (d) Probation Revenue related to compliance monitoring;

3. The Parties agree that this amendment to the Agreement is technical in nature and is consistent with the intent of the Agreement.

4. The Parties further agree that all other terms and conditions of the Agreement not modified by this amendment shall remain in full force and effect.

5. This amendment shall be effective as of the date signed by King County below.

City of _____	King County
_____	_____
City Manager	Shannon Braddock King County Executive
Date: _____	Date: _____

]

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH Q

Attachment	Item	City Case Costs 2023	City Case Costs 2022
	2023 District Court Program Budget		
A	Salaries and Benefits	6,160,117	4,863,998
	Non-Facility costs/Non-CX overhead		
B	costs less probation	754,492	783,218
C	Security Costs per Facility	672,987	648,125
D	Facilities - Call Center/Payment Center	21,895	22,838
E	Reconciliation Costs	420	1,467
	One-Time Costs for District Court Technology and System Improvement		
F	Projects	65,712	63,536
J-Facility Costs	Facility Usage	312,089	330,697
	Probation	889,018	
	TOTAL CITY CASE COSTS IN 2023:	**8,876,730**	6,713,879
	TOTAL CITY REVENUE IN 2023	**$ 6,051,043**	$ 4,655,279
	Percentage of Total City Case Costs to Total City Revenue 2023	**147%**	144%
	City Dedicated Costs		
G	Dedicated City space	-	-
	TOTAL CITY COSTS w/ DEDICATED	**8,876,730**	6,713,879

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs ----------> 21.90%
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Cost" for each year, calculated by the County, is equal to the sum of Attachments A through G and Facility Costs.
6. The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.
7. Amendment to ILA 2025 added city cost allocation for active probation cases handled by KCDC.

City	City Portion of Case Costs *includes probation	City Dedicated Costs	Total City Cost	Total City Revenue *includes probation	City Revenue Paid	Difference of Total City Cost and City Revenue Paid	City Remittance to County 2023	County Reimbursement to City 2023
Algona	$ 166,646	-	166,646	53,347	54,907	111,740	$111,740	-
Auburn	$ 2,528,770	-	2,528,770	1,374,988	14,886	2,513,884	$2,513,884	-
Beaux Arts	$ -	-	-	-	0	0.00	-	-
Bellevue	$ 2,708,628	-	2,708,628	3,639,371	2,970,081	(261,453)		$261,453
Burien	$ 631,021	-	631,021	74,640	77,048	553,973	$553,973	-
Carnation	$ 14,149	-	14,149	1,413	1,731	12,418	$12,418	-
Covington	$ 260,149	-	260,149	75,868	79,318	180,831	$180,831	-
Duvall	$ 2,128	-	2,128	1,863	1,863	265	$265	-
Kenmore	$ 281,113	-	281,113	335,778	337,133	(56,019)		$56,019
Pacific	$ 261,246	-	261,246	59,426	59,886	201,360	$201,360	-
Redmond	$ 1,152,634	-	1,152,634	248,603	253,298	899,336	$899,336	-
Sammamish	$ 310,846	-	310,846	101,385	102,143	208,703	$208,703	-
Shoreline	$ 559,076	-	559,076	83,555	86,803	472,273	$472,273	-
Skykomish	$ -	-	-	-	0	0		-
Woodinville	$ 325	-	325	807	807	(483)		$483
Total	**$8,876,730**	**$0**	**$8,876,730**	**$6,051,043**	**$4,039,904**	**$4,836,826**	**$5,154,781**	**$317,955**

Note: Revised 2025 to include probation costs for active supervision cases, if applicable (see worksheet H).

ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT
King County District Court
2023 District Court Program Budget Salaries and Benefits

	Judges*	Clerks*	LT*	CM*	OPJ/ Central Admin	Aides*	Prob Mgmt	PO Is	Prob Support *	Total	Salary/Benefit Expenditure	% to subtotal
County-State Criminal	8.67	9.30	0.16	1.94	4.76	0.08				24.90	4,337,994	15.42%
County-State Infractions	0.88	15.80	0.26	3.29	6.12	0.14				26.50	3,388,233	12.05%
County-State Civil	4.73	23.68	0.39	4.94	9.65	0.21				43.60	6,055,507	21.53%
City Contracts	8.07	19.35	0.32	4.03	8.49	0.17				40.44	6,160,117	21.90%
DV Court	1.03	1.43	0.02	0.30	0.69	0.01				3.49	580,344	2.06%
Jail/Felony/Expedited	1.85	1.28	0.02	0.27	0.62	0.01				4.05	769,666	2.74%
Passports		1.04	0.02	0.22	0.29	0.01				1.57	193,006	0.69%
Subtotal without Probation	25.23	71.89	1.20	14.98	30.61	0.64				144.55	$ 21,484,868	will not add up to 100%
Total Salary and benefits for Court											$ 28,123,377	
District Court Program Budget, Salaries and Benefits attributed to Contract Cities.												**$ 6,160,117**
Multiplier Percent of Salaries and Benefits for Contract Cities												**21.90%**
County Probation		2.12	0.09	1.15	2.36	0.02	1.90	4.89	3.42	15.95	2,158,895	
City Probation		1.91	0.08	0.99	2.04	0.02	1.60	4.11	2.88	13.63	1,842,415	
DV Court Probation		0.68	0.02	0.29	0.58	0.01	0.39	1.00	0.70	3.66	490,645	
Subtotal Probation Costs		4.71	0.19	2.43	4.97	0.04	3.89	10.00	7.00	33.24	**$ 4,491,955**	
					Probation as Percentage of Total Actual Staff					14.19%		
District Court Costs	25.23	76.60	1.39	17.41	35.58	0.68	3.89	10.00	7.00	177.79	**$ 32,615,331**	

1.15 *Judges included in Central Admin
9.00 *Call Center Clerks counted in Central Admin
8.00 *Payment Center Clerks counted in Central Admin
3.00 *CM included in Central Admin for Call Center & Payment Center
7.00 *Court Clerks counted in Prob Support

** Does not include RMHC, RVC, Comm Crt
*** Does not include 3 CMS Clerks
****Does not include 3 frozen positions

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

Non-Facility costs/Non-CX overhead costs less probation

Probation Staff as % 14.19%

Dpt_DISTRICT COURT(0530)	2023 Total District Court	Probation where applicable	Net less probation	Comments
CX FUND				
52110 OFFICE SUPPLIES	63,476	9,010	54,467	
52180 MINOR ASSET NON CONTROL	9,528	1,352	8,175	
52181 INVENTORY EQUIP 5K UNDER	5,461	775	4,686	
52189 SOFTWARE NONCAP	4,839	687	4,152	
52190 SUPPLIES IT	14,738	2,092	12,647	
52202 SUPPLIES MISC	29,188	4,143	25,045	
52205 SUPPLIES FOOD	663	94	569	
52208 SUPPLIES UNIFORMS	-	0	-	
52215 PUBLICATIONS	35,478	5,036	30,442	
52222 SUPPLIES COMMUNICATIONS	11,729	1,665	10,064	
52290 MISC OPERATING SUPPLIES	-	0	-	
52391 MAINTENANCE PARTS MATERIALS	-	0	-	
53100 ADVERTISING	0	0	0	
53101 PROF SRV PRINTING	12,164	1,727	10,438	
53102 PROF SRV-Interpreters	848,900	120,489	728,411	
53105 OTHER CONTRACT/PROF SRVCS	208,624	29,611	179,013	
Agency Temp Employees	-	0	-	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	75,983	10,785	65,198	
53108 CONSTRUCTION CONTRACTS	-	-	-	
53120 MISC SERVICES	241,222	34,238	206,984	
53210 SERVICES COMM	-	-	-	
53212 TELECOM SERV-ONE TIME	32,625	4,631	27,994	
53213 CELL PHONE	54,283	7,705	46,579	
532314 CLOUD INFRASTRUCTURE SERVICES	91,485	12,985	78,500	
53216 ONPREM SOFTWARE MAINT SUPPORT	47,393	6,727	40,666	
53220 POSTAGE	134,443	19,082	115,360	
53310 TRAVEL SUBSISTENCE	12,898	1,831	11,068	
53311 TRAVEL SUBSISTENCE	15,057	2,137	12,920	
53325 PARKING FEES	63	9	54	
53330 PURCHASED TRANSPORT	18,393	2,611	15,782	
53611 SERVICES REAPIR MAIN IT	-	-	-	
53612 LAUNDRY SERVICE	-	-	-	
53711 RENT- LEASE	-	-	-	
53712 RENT-COPY MACHINE	25,475	3,616	21,860	
53713 RENT-OTHER EQUIP	9,368	1,330	8,038	
53716 FUR MACH EQP RNTLS LT 1 YR	27,119	3,849	23,270	
53801 LEGAL SRVS	-	-	-	
Jury	71,663	10,172	61,492	Adjust below
Witness	842	119	722	Adjust below
53803 MEMBERSHIPS	6,255	888	5,367	
53808 TAXES AND ASSESSMENTS	-	-	-	
53814 TRAINING	27,142	3,852	23,289	
53863 BANK FEES	21,681	3,077	18,604	
53890 MISC SERVICE CHARGES	40,446	5,741	34,706	
53897 SALES TAX EXPENSE	9,006	1,278	7,728	
55021 ITS EXISTING PROGRAMS	4,620	656	3,964	
55023 ITS NEW DEVELOPMENT	10,432	1,481	8,951	
55025 ITS INFRASTRUCTURE EXPEND	877,420	124,537	752,883	
55026 GIS OPERATIONS	50,332	7,144	43,188	
55027 TECH SERV REBATE	(21,676)	(3,077)	(18,600)	
55032 TELECOM OVERHEAD	-	-	-	
55040 COUNTY PARKING GARAGE	10,074	1,430	8,644	
55045 COURTHOUSE SCREENERS	-	-	-	
55144 PROPERTY SERVICES	336	48	288	Adjusted below
55145 FACILITIES MGMT	12,015	1,705	10,309	
55147 RECORDS AND LICENSING	-	-	-	
55159 FMD COPY CENTER	86	12	74	
55160 CONST & FACILTY MGMT	2,811,529	399,056	2,412,473	Adjusted below
55204 SOLID WASTE SVC	-	-	-	

Dpt_DISTRICT COURT(0530)	2023 Total District Court	Probation where applicable	Net less probation	Comments	
55245 FINANCIAL MGMT SVCS	114,732	16,285	98,447		
55249 FMD STRATEGIC INITIATIVE FEE	-	-	-		
55251 INSURANCE REBATE	-	-	-	Probation related	see Tab H for split
55252 INSURANCE S/S		153,010		Probation related	see Tab H for split
55253 SYSTEM SRVS	-	-	-		
55255 FINANCIAL MGMT SRVCS	-	-	-		
55258 MOTOR POOL	459	65	394		
55264 KCIT SRVS	4,350	617	3,733		
55265 KCIT WORKSTATION SRVS	341,967	48,537	293,430		
55268 KCIT eGOV SERVICES	-	-	-		
55270 KCIT COUNTYWIDE SRVS	161,816	22,967	138,849		
55331 LONG TERM LEASES	4,225	600	3,625	Adjusted	below
55347 BRC SRV CHRG	320,040	45,425	274,615		
55350 RADIO ACCESS	1,992	283	1,709		
55351 RADIO MAINTENANCE PROGRAM	816	116	700		
55352 RADIO EQUIP RESERVES	2,614	371	2,243		
55353 EDP EQUIPMENT	-	-	-		
58077 T T KCIT CIP FUND	33,920	4,814	29,106		
Expenditures	**6,949,728**	**1,139,424**	**5,810,303**		
Total District Court	**6,949,728**	**1,139,424**	**5,810,303**		
53105 OTHER CONTRACT/PROF SRVCS AGENCY TEMP WORKERS	-	-	-		
55045 COURTHOUSE SCREENERS	-	-	-		
55144 PROPERTY SERVICES	336	48	288		
55331 LONG TERM LEASES	4,225	600	3,625		
55249 FMD STRATEGIC INITIATVFEE	-	-	-		
53801 JURY/WITNESS FEES & MILEAGE	72,505	10,291	62,214		
55160 CONST & FACLTY MGMT	2,811,529	399,056	2,412,473		
Total Removed Accounts	**2,888,595**	**409,995**	**2,478,600**		
Subtotal to Apply Multiplier to:	**4,061,133**	**729,430**	**3,331,703**		
Multiplier (from Program Budget Salaries/Benefits, see Tab A)			21.90%		
"TOTAL CITY COSTS"			**754,491.59**		
City Jury Costs Owed			24,719		

City Jury Cost Calculation			
Juries Set		% of Total Juries Set	2022 Total Jury Costs
State/County			
Criminal	87.00	52.13%	37,795
City	56.90	34.09%	24,719
State/County Civil	23.00	13.78%	9,992
	166.90	100.00%	72,505
	Paid by Cities		0
	Owed by Cities		24,719

Methodology/Definitions/Notes:

1. Annual Total District Court Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ORACLE") (when "closed" by the King County Department of Executive Service – Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for District Court Technology and System Improvement Projects totaling under $100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.

ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

Security Costs per Facility

Facility	Total Sheriff Security Costs per Facility (capped amount)	Average of Judicial percentage and clerical percentage per Facility	City Case Costs per Facility
Auburn	270,419	70%	188,652
Bellevue	270,419	75%	201,933
Burien	270,419	14%	38,872
Issaquah	270,419	14%	37,458
MRJC	270,419	8%	21,639
Redmond	270,419	33%	87,930
Seattle	270,419	0%	-
Shoreline	270,419	36%	96,504
			672,987

Total Security Costs per Facility	Cost per FTE	# of FTEs
Security screener includes Overtime	$ 98,638	1.00
Deputy/Marshal includes Overtime	$ 163,674	1.33
Sergeant includes Overtime	$ 10,512	0.05
	$ 272,824	

Security Cost Increase Cap Calculation:

Year	Security Costs Per Facility	CPI-W + 1%	Cap	Capped Costs per Facility
			1%	
2017	$ 216,477			$ 216,477
2018	$ 220,189	4.40%	4.40%	$ 220,189
2019	$ 258,287	3.10%	3.10%	$ 227,015
2020	$ 256,789	2.90%	2.90%	$ 233,598
2021	$ 260,292	5.80%	5.00%	$ 245,278
2022	$ 263,032	9.80%	5.00%	$ 257,542
2023	$ 272,824	6.50%	5.00%	$ 270,419
2024		1.00%	1.00%	$ -
2025		1.00%	1.00%	$ -
2026		1.00%	1.00%	$ -
2027		1.00%	1.00%	$ -
2028		1.00%	1.00%	$ -
2029		1.00%	1.00%	$ -
2030		1.00%	1.00%	$ -
2031		1.00%	1.00%	$ -
2032		1.00%	1.00%	$ -

Calculation of Multiplier by Facility:

	Clerical Need Percentage			Judicial Need Percentage			
	A	B	C = B/A	D	E	F = E/D	G = (C+F)/2
Facility	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Auburn	16.00	6.42	40%	2.16	2.15	99%	**70%**
Bellevue	12.00	7.61	63%	2.20	1.89	86%	**75%**
Burien	15.00	1.59	11%	3.00	0.54	18%	**14%**
Issaquah	10.00	0.72	7%	1.80	0.37	20%	**14%**
MRJC	21.00	1.05	5%	5.20	0.57	11%	**8%**
Redmond	13.00	2.53	19%	3.00	1.37	46%	**33%**
Seattle	24.00						
Shoreline	11.00	1.34	12%	2.00	1.18	59%	**36%**

Methodology/Definitions/Notes:

1. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Cost is the product of the actual staff salary and benefits for security and screening at each facility and the multiplier by facility.

2. FTE costs include salary, benefits, overtime, vacation, sick leave and required training for security personnel.

3. Security cost increases shall not exceed 100% (one hundred percent) of the Seattle-Tacoma-Bellevue CPI-W, annual, plus an additional 1% (one percent), with a maximum capped increase of a 5% (five percent) in any given year for the total security costs per facility starting in 2022.

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

Facilities - Call Center/Payment Center

Year	2023

Facility	Sq Footage by facility	Shared Space	Total per foot cost	Multiplier	City Case Costs
Call Center	2,459	2,459	$ 28.56	21.90%	15,383
Payment Center	1,041	1,041	$ 28.56	21.90%	6,512
Total Costs					21,895

Methodology/Definitions/Notes:

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Reconciliation Costs

Total Costs for Reconciliation **$420**

Calculation of Reconciliation Costs

Staff person name	KCDC Director	Budget Manager/City Contracts	PSB Budget Analyst	Total
Hours spent on Reconciliation	3.00	-	1.00	4.0
Cost per hour (include Salary and Benefits)	$ 106.82	$ -	99.58	206.4
Total Costs for reconciliation	**$320**	**$0**	**99.58**	**$420**

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	2.00
Review/ Analysis Reconciliation Documents	1.00
Sum of All Hours	3.00

Methodology/Definitions/Notes:

1. The amount the County incurs to complete the annual reconciliation as referenced in Section 4.3.

ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

One-Time Costs for District Court Technology and System Improvement Projects

	City Contribution			Reserve				
	Threshold	City Multiplier	City Share	Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*
2021	300,000	19.44%	58,315	812,668.64	0.00	4,979.64	875,963.28	1,187,530.89
2022	300,000	21.18%	63,536	875,963.28	514,957.00	4,265.24	365,271.52	1,000,000.00
2023	300,000	**21.90%**	65,712	365,271.52	0.00	63,536.00	428,807.52	1,020,000.00
2024	300,000						0	1,040,400.00
2025	300,000						0	1,061,208.00
2026	300,000						0	1,082,432.16
2027	300,000						0	1,104,080.80
2028	300,000						0	1,126,162.42
2029	300,000						0	1,148,685.67
2030	300,000						0	1,171,659.38
2031	300,000						0	1,195,092.57
2032	300,000						0	1,218,994.42
2033	300,000						0	1,243,374.31
2034	300,000						0	1,268,241.79
2035	300,000						0	1,293,606.63
2036	300,000						0	1,319,478.76

Methodology/Definitions/Notes:

1. This Attachment is developed pursuant to Exhibit C. The City Multiplier is calculated in Attachment A. The City Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of reserve cap $1,000,000 increased by 2% per year beginning in 2022.

2. FY21 and FY22 values are estimates for placeholders only and trued up in 2022.

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

Dedicated City space

	Dedicated City Space	Total square foot charge	City cost for dedicated city space	Description
Algona			-	
Auburn			-	
Beaux Arts			-	
Bellevue			-	
Burien			-	
Carnation			-	
Covington			-	
Duvall			-	
Kenmore			-	
Pacific			-	
Redmond			-	
Sammamish			-	
Shoreline	-		-	
Skykomish			-	
Woodinville			-	
Total	-		-	

Methodology/Definitions/Notes:

1. Figures for dedicated and shared spaces are based on FMD rate.

Summary of All City Costs for Cities

Methodology/Definitions/Notes:
1. This attachment (and Non/Facility Costs and Facility Costs: Security portion only) divide the overall City Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs. Facility costs allocation is noted below.
2. Non-facility costs which are not facility based, Attachments A, B, E, F and G, are allocated based on each cities percentage of all cities' clerical weights.
3. Those costs which are facility based, Attachment C is allocated based on the average of city case filings percentage and city judicial weights percentage per facility; Attachment Facility Costs allocates facility costs based on FMD standard square footage for all PTE courts and judicial square footage based on an individual building's average courtroom/jury/chambers/ORB jury assembly room square footage.
4. The tables below describe how this method allocates these costs across each city.

Summary of City Case Costs
Total Costs per Summary Exhibit A

Attachment	Item	City Case Costs 2023	Method for Allocation: Non-Facility Costs Clerical Weights	Facility Costs % Clerical Need/Judicial Weights
A	2023 District Court Program Budget Salaries and Benefits	6,160,117	$ 6,160,117	
B	2023 Non-Personnel Costs overhead costs less probation	754,452	$ 754,452	
C	Security Costs per Facility	672,987	$	672,987
D	Facilities -Call Center/Payment Center	21,906	$ 21,906	
E	Reconciliation Costs: Two Fines Costs for District Court Technology and System improvement Projects	420 -	420	
F	Jail Costs Per Diem	65,712	$ 65,712	
J Facility Costs	Probation Surcharge	312,080	$	312,080
	Probation	494,400	$	
	TOTAL CITY CASE COSTS IN 2023:	**8,676,736**	$ 7,002,636	$ 985,077
	TOTAL CITY REVENUE IN 2023	**$ 4,801,042**		

	City Dedicated Costs	
G	Dedicated City Costs	-
	TOTAL CITY COSTS to DEDICATED	**8,676,736**

City	Non-Facility Costs	Facility Usage/Security Costs	Probation	Dedicated Costs*	Total City Costs	Total City Revenue	Difference
Algona	$ 135,214	$ 21,329	$ 4,103	-	$ 160,646	$ 53,347	$ (113,300)
Auburn	$ 1,889,031	$ 167,077	$ 471,843	-	$ 2,527,952	$ 1,774,643	$ (1,153,310)
Beaux Arts	$ -	$ -	$ -	-	$ -	$ -	$ -
Bellevue	$ 2,308,896	$ 291,933	$ -	-	$ 2,700,829	$ 3,638,377	$ 937,547
Black	$ 13,885	$ 12,450	$ 21,894	-	$ 48,229	$ 49,643	$ 1,414
Carnation	$ 13,885	$ 12,450	$ -	-	$ 26,335	$ 1,413	$ (12,922)
Covington	$ 224,929	$ 20,776	$ 15,045	-	$ 260,749	$ 75,868	$ (184,881)
Duvall	$ -	$ 12,450	$ -	-	$ 12,450	$ 12,450	$ -
Enumclaw	$ 167,668	$ 53,782	$ 39,866	-	$ 261,316	$ 329,776	$ 54,593
Pacific	$ 211,081	$ 41,599	$ 6,206	-	$ 258,886	$ 39,429	$ (201,035)
Redmond	$ 1,811,881	$ 141,488	$ 1,808	-	$ 1,953,834	$ 1,951,403	$ (2,431)
Sammamish	$ 238,833	$ 63,071	$ 15,542	-	$ 316,846	$ 101,385	$ (209,461)
Shoreline	$ 252,473	$ 124,886	$ 191,907	-	$ 569,266	$ 93,005	$ (476,527)
Skykomish	$ -	$ -	$ -	-	$ -	$ -	$ -
Woodinville	$ -	$ 325	$ -	-	$ 325	$ 807	$ 483
Total	**$ 7,002,626**	**$ 969,877**	**$ 699,510**	**$ -**	**$ 8,676,736**	**$ 4,801,042**	**$ (3,825,695)**

CITY PROBATION ALLOCATION

District Court City -State Probation

Jurisdiction	Probation Case Count	Percentage of Probation Officers
Algona	11	0.78%
Auburn	345	24.14%
Beaux Arts	0	0.00%
Bellevue	19	1.33%
Black	16	1.12%
Carnation	11	0.78%
Covington	11	0.83%
Duvall	29	2.05%
Enumclaw	28	2.00%
Pacific	99	7.01%
Redmond	96	6.81%
Sammamish	13	0.97%
Shoreline	126	8.97%
Skykomish	0	0.00%
Woodinville	1	0.06%
Total	**1410**	**100.00%**

Probation Cases
Non-State 49.52%
State Cases 50.68%

District Court City Probation

Jurisdiction	Probation Case Count	Percentage of Probation Officers
Algona	11	0.46%
Auburn	345	33.06%
Beaux Arts	0	0.00%
Bellevue	19	0.00%
Black	16	2.46%
Carnation	11	1.66%
Covington	11	0.00%
Duvall	29	0.00%
Enumclaw	28	4.46%
Pacific	99	2.00%
Redmond	96	10.22%
Sammamah	13	9.53%
Shoreline	126	1.22%
Skykomish	0	12.07%
Woodinville	1	0.06%
Total	**992**	**100.00%**

Probation Officer City Need 4.19

Position	FTE	Salary	Benefits	Total	Per FTE	Portion Per PO	Cost Per PO	Note
Director	1.0	164,468.00	48,459.00	212,670.00	212,670.00	0.0004	1,147.51	Includes MSC 4.710.5
Lawyer	1.0	140,964.00	38,218.00	179,182.00	179,182.00	0.0004	966.91	
Manager	1.0	102,267.00	40,778.00	143,045.00	143,045.00	0.0004	771.84	
Probation Staff	12.0	1,009,041.00	343,390.00	1,352,431.00	112,702.60	0.0004	Divided	
Total	15.0							
Presiding Judge	1.0	221,884.00	57,824.00	279,708.00	279,708.00	0.0004	1,188.98	Includes KCDC staff (CDS 20)

1 Lead Probation Officer per 5 probation staff; pro rata if above or below 5 probation staff per lead.

JURISDICTION	Portion of PO	Cost PO	Cost PO Director	Cost PO Manager	Cost PO Lead	Cost of Presiding Judge	Cost Probation Insurance	Cost Per City
Probation officer need	**4.19**						15.00%	
Algona	0.003	$ 3,435	$ 228	$ 266	$ 192	$ 23	$ 515	$ 4,163
Auburn	0.242	$ 309,553	$ 20,615	$ 24,035	$ 17,344	$ 2,077	$ 46,433	$ 417,983
Beaux Arts	0.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bellevue	0.005	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Black	0.165	$ 13,995	$ 1,220	$ 1,423	$ 1,027	$ 123	$ 2,100	$ 21,894
Carnation	0.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covington	0.077	$ 9,591	$ 638	$ 744	$ 536	$ 64	$ 1,439	$ 13,045
Duvall	0.000	$ 37,071	$ 2,469	$ 2,878	$ 2,077	$ 249	$ 5,561	$ 50,305
Pacific	0.020	$ 2,484	$ 165	$ 193	$ 139	$ 17	$ 373	$ 3,371
Redmond	0.062	$ 36,317	$ 7,548	$ 8,764	$ 20,017	$ 758	$ 5,991	$ 120,404
Sammamah	0.095	$ 11,284	$ 751	$ 876	$ 632	$ 76	$ 1,693	$ 15,312
Shoreline	1.063	$ 115,961	$ 10,736	$ 11,830	$ 8,534	$ 1,023	$ 17,394	$ 161,803
Skykomish	0.000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Contract Cities	**1.752**	**$ 594,135**	**$ 49,547**	**$ 57,671**	**$ 104,286**	**$ 4,964**	**$ 45,430**	**$ 955,919**

Methodology/Definitions/Notes:
1.Based on GACH 100 cases per probation officer. 2. Removes compliance only cases from probation 3. Does not include facility, security or overhead costs.

Non-Facility Costs for Cities

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
			Non-Facility Costs	Facility Costs % Clerical Need/Judicial
Attachment	**Item**	**City Case Costs 2023**	**Clerical Weights**	**Weights**
	2023 District Court Program Budget			
A	Salaries and Benefits	6,160,117	$ 6,160,117	
	Non-Facility costs/Non-CX overhead			
B	costs less probation	754,492	$ 754,492	
C	Security Costs per Facility	672,987		$ 672,987
D	Facilities - Call Center/Payment Center	21,895	$ 21,895	
E	Reconciliation Costs	420	420	
	One-Time Costs for District Court Technology and System Improvement			
F	Projects	65,712	$ 65,712	
J-Facility Costs	Facility Usage	312,089		$ 312,089
	Probation	889,018		
	TOTAL CITY CASE COSTS IN 2023:	**8,876,730**	$ 7,002,636	$ 985,077
	TOTAL CITY REVENUE IN 2023	**$ 6,051,043**		
	City Dedicated Costs			
G	Dedicated City space	-	-	
	TOTAL CITY COSTS w/ DEDICATED	**8,876,730**		

Clerical Usage

City	Total Weights (Time)	Percent of All Cities	Cost Distribution
Algona	38,843	1.93%	$ 135,214
Auburn	542,661	26.98%	$ 1,889,029
Beaux Arts	0	0.00%	$ -
Bellevue	720,098	35.80%	$ 2,506,696
Burien	150,428	7.48%	$ 523,647
Carnation	487	0.02%	$ 1,695
Covington	64,443	3.20%	$ 224,329
Duvall	0	0.00%	$ -
Kenmore	53,917	2.68%	$ 187,688
Pacific	60,887	3.03%	$ 211,951
Redmond	239,319	11.90%	$ 833,081
Sammamish	68,035	3.38%	$ 236,833
Shoreline	72,528	3.61%	$ 252,473
Skykomish	0	0.00%	$ -
Woodinville	0	0.00%	$ -
Total	**2,011,646**	**100%**	**$ 7,002,636**

By Attachment

City	A	B	D	E	F	Total
Algona	$ 118,946	$ 14,569	$ 423	$ 8	$ 1,269	$ 135,214
Auburn	$ 1,661,751	$ 203,531	$ 5,906	$ 113	$ 17,726	$ 1,889,029
Beaux Arts	$ -	$ -	$ -	$ -	$ -	$ -
Bellevue	$ 2,205,104	$ 270,081	$ 7,838	$ 150	$ 23,522	$ 2,506,696
Burien	$ 460,645	$ 56,420	$ 1,637	$ 31	$ 4,914	$ 523,647
Carnation	$ 1,491	$ 183	$ 5	$ 0	$ 16	$ 1,695
Covington	$ 197,339	$ 24,170	$ 701	$ 13	$ 2,105	$ 224,329
Duvall	$ -	$ -	$ -	$ -	$ -	$ -
Kenmore	$ 165,106	$ 20,222	$ 587	$ 11	$ 1,761	$ 187,688
Pacific	$ 186,450	$ 22,836	$ 663	$ 13	$ 1,989	$ 211,951
Redmond	$ 732,849	$ 89,759	$ 2,605	$ 50	$ 7,818	$ 833,081
Sammamish	$ 208,339	$ 25,517	$ 741	$ 14	$ 2,222	$ 236,833
Shoreline	$ 222,097	$ 27,202	$ 789	$ 15	$ 2,369	$ 252,473
Skykomish	$ -	$ -	$ -	$ -	$ -	$ -
Woodinville	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 6,160,117	$ 754,492	$ 21,895	$ 420	$ 65,712	$ 7,002,636

Facility Costs for Cities

Facility Usage

Summary of City Costs

Code Cases per Ammerman Exhibit A

Attachment	Item	City Case Costs 2016]	Method for Allocation: Non-Facility Costs Clerical Weights	Facility Costs Clerical Need+Judicial Weights
A	2023 District Court Maximum Budget Salaries and Benefits	$ 9,180,117	$ 8,160,117	
B	Non-Facility costs/Non-CX overhead costs	754,492	$ 754,492	
C	Security Costs per Facility	672,887	$	672,887
D	Facilities - Cell Center/Payment Center	21,895	$ 21,895	
E	Reconciliation Costs	420	420	
F	One-Time Costs for District Court Technology and System Improvement Projects	65,712	$ 65,712	
J-Facility Costs	Facility Usage	312,089	$	312,089
	Facility Costs	312,089		
	TOTAL CITY CASE COSTS IN 2023:	**$ 8,979,758**	$ 7,022,636	$ 985,977
	TOTAL CITY REVENUE IN 2023:	**$ 8,893,845**		
	City Dedicated Costs			
G	Dedicated City space	-	-	
	TOTAL CITY COSTS w/ DEDICATED	**8,979,758**		

Facility Usage Costs

Courthouse facility charge per square foot

2023 29.94

	Clerical Facility Usage: Total Clerical Need per Facility & Contract City Clerical Need	Clerical Allocated Square Footage	Judicial Facility Usage: Total Judicial Need per Facility & Contract City Judicial Need	Judicial Allocated Square Footage	Total Allocated Square Footage	Total Allocated Facility Costs
Auburn Courthouse	16.62		2.16			
Auburn	9.74		1.90			$ -
Covington	0.68		0.25			$ -
Bellevue Courthouse	12.60		2.20			
Bravo Arts	0.05		0.00			$ -
Bellevue	7.81		1.89			
Burien Courthouse	10.93	2,000	3.00	2,253	10,253	$ 292,919
Burien	1.59	516	0.54	1,314	1,830	$ 48,618
Issaquah Courthouse	10.60	2,000	1.80	5,807	7,807	$ 223,902
Carnation	0.005	1	0.09	277	278	$ 7,949
Sammamish	6.72	164	0.28	917	1,082	$ 30,110
MLK (Kent) Courthouse	21.65	2,000	5.29	11,000	13,000	$ 371,220
Algona	0.41	62	0.23	575	637	$ 18,758
Pacific	0.84	129	0.34	802	961	$ 28,029
Redmond Courthouse	13.00	2,000	3.00	5,471	7,471	$ 204,464
Duvall	0.00	-	0.02	46	46	$ 1,068
Redmond	5.55	506	1.34	2,700	3,206	$ 87,089
Skykomish	0.00	-	0.00	-	-	$ -
Woodinville	0.00	-	0.00	-	-	$ -
Shoreline Courthouse	11.65	2,000	2.00	6,000	8,000	$ 236,000
Kenmore	0.97	174	0.29	629	803	$ 21,404
Shoreline	0.77	153	0.90	1,967	2,120	$ 60,629
				Total Cities Allocated Costs		$ 973,997

Square footage assumptions

Component	Square footage - used to determine cost share	Notes
Clerical	200	*Total standard amount per FTE* Square footage of individual facility's writable square footage
Judicial	Variable, below	Square footage courtroom+average jury room+average chambers+ Cell JO1 (jury assembly). Values from FMD
Additional Judicial	348	*Additional square footage to represent jury assembly space.*
Auburn Courthouse		*Building is owned by the City of Auburn.*
Bellevue Courthouse		*Building is leased by the City of Bellevue.*
Burien Courthouse	2,414	Sq. footage 2066 + 348
Issaquah Courthouse	3,228	Sq. footage 2879 + 348
Redmond Courthouse	2,157	Sq. footage 1809 +348
Shoreline Courthouse	2,157	Sq. footage 1943 + 348
MLK (Kent) Courthouse	2,499	Sq. footage (average 2414,3228,2157,2157) includes 348
Seattle-Courthouse	2,499	Sq. footage (average 2414,3228,2157,2157) includes 348

Security Costs

Spreading Attachment D (security) across each City

Calculation of Multiplier by Facility:

	Clerical Need Percentage: Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract City	Judicial Need Percentage: Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract City	Average of the percentage values of the Clerical Need by Facility and the Judicial Need by Facility Method	Attachment D: Security Costs per Facility
Auburn Courthouse	16.68	9.74		2.16	1.90			$ 160,677
Auburn		9.74	89%		1.90	85%	86%	$ 167,377
Covington		0.68	11%		0.25	11%	11%	$ 20,715
Bellevue Courthouse	12.60	7.81		2.20	1.89			$ 201,503
Bravo Arts		-	0%		-	0%	0%	$ -
Bellevue		7.81	100%		1.89	100%	100%	$ 201,503
Burien Courthouse	10.93	1.59		3.00	0.54			$ 36,972
Burien		1.59	100%		0.54	100%	100%	$ 36,972
Issaquah Courthouse	10.60	0.72		1.80	0.37			$ 37,606
Carnation		0.005	0.71%		0.09	23%	12%	$ 4,553
Sammamish		0.72	99%		0.28	77%	88%	$ 32,953
MLK (Kent) Courthouse	21.65	1.05		5.29	0.97			$ 21,035
Algona		0.41	39%		0.23	40%	40%	$ 8,371
Pacific		0.64	61%		0.34	60%	60%	$ 12,356
Redmond Courthouse	13.00	2.55		3.00	1.34			$ 87,089
Duvall		-	0%		0.02	2%	1%	$ 730
Redmond		2.55	100%		1.34	98%	99%	$ 87,089
Skykomish		-	0%		-	0%	0%	$ -
Woodinville		-	0%		1.00	0%	0.17%	$ 111
Shoreline Courthouse	11.65	1.34		2.00	1.10			$ 96,656
Kenmore		0.97	42%		0.29	24%	34%	$ 32,399
Shoreline		0.77	57%		0.90	76%	66%	$ 64,148
							Total Cities Allocated Costs	$ 973,997

Methodology/Definitions/Notes:

1. The facility rate per square foot for each year is calculated in the attachment (tab) "Facility Rates." Changing the year in the middle of this sheet (cell A23) will update the facility rate.
2. Cost Pool: The cost pool is the total overhead methodology for the rate per square foot. Facility costs are based on FMD standard square footage for an FTE-clerk and judicial square footage based on an individual building's average courtroom+jury+chambers+348 jury assembly room square footage.
3. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
4. The multiplier by facility for security is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The security cost is the product of the multiplier and the total security cost per facility as calculated on tab c.

County/Other Dedicated Space

Facility	Sq. Footage by facility	Dedicated County/Other Space	Description
Auburn	-	-	
Bellevue	-	-	
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility.
Issaquah	15,017	4,961	1070 sf is vacant, previously occupied by County prosecutor.1891 sf for DC probation. 2000 for courtroom
Redmond	11,656	1,020	County prosecutor occupies three rooms off the lobby hallway. County public defender, County Prosecutor (state cases), and Marshall occupy three rooms to the right of the main entrance.
Shoreline	11,523	653	DC probation occupies several offices off the main lobby hallway (653).
Total	**49,779**	**7,391**	

Methodology/Definitions/Notes:

1. As requested, the County can provide drawings of these facilities to illustrate how spaces are allocated.

King County District Court City Revenue

	Shared Court Costs Year 2022 YTD Revenues				Shared Court Costs Year 2023 YTD Revenues				
	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	100% Revenue Collected	Split Co/City 8/21- 7/22 and 8/2022-7/2023	Actual Retained by County (include probation	Revenue Remitted to City	Revenue Remitted under Old Contract
Algona	20,271	100%/ 0%	20,271		53,347	100%/0%	54,907	0	0
Auburn	334,498	0%/100%	0	334,492	1,374,988	0%/100%	14,886	1,374,988	0
Beaux Arts	0	100%/ 0%	0	0	0	100%/0%	0	0	0
Bellevue	3,676,259	100%/0% then 90%/10%	2,553,352	1,122,907	3,639,371	90%/10% then 70%/30%	2,970,081	699,290	0
Burien	82,909	100%/0%	82,909	0	74,640	100%/0%	77,048	0	0
Carnation	1,182	100%/ 0%	1,182	0	1,413	100%/0% then 50%/50%	1,731	71	0
Covington	55,705	100%/ 0%	55,705	0	75,868	100%/0%	79,318	0	0
Duvall	3,258	100%/ 0%	3,258	0	1,863	100%/0%	1,863	0	0
Kenmore	31,817	100%/ 0%	31,817	0	335,778	100%/0%	337,133	0	0
Pacific	34,544	100%/ 0%	34,544		59,426	100%/0%	59,886	0	
Redmond	249,881	100%/0%	249,881	0	248,603	100%/0%	253,298	0	0
Sammamish	100,812	100%/ 0%	100,812	0	101,385	100%/0%	102,143	0	0
Shoreline	63,345	100%/ 0%	63,345	0	83,555	100%/0%	86,803	0	0
Skykomish	0	100%/ 0%	0	0	0	100%/0%	0	0	0
Woodinville	798	100%/ 0%	798	0	807	100%/0%	807	0	0
	4,655,279		3,197,874	1,457,399	6,051,043		4,039,904	2,074,349	0

Total City Revenue	**4,655,279**	**6,051,043**

**Dollar amount is different from page 1. We have deleted cities which no longer contract with us.

Methodology/Definitions/Notes:
1. Contracting Cities changed in 2005 & 2007.
2. Cities that no longer contract with KCDC are not reflected above.
3. Cities with their own probation departments collect and retain their probation revenue. Their probation revenue is not included in this model.

2023 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE

JURISDICTION	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Dec
State/County	53,192	679	2,057	92	544	2,311	17,090	2,839	204	8,682	7,302	**94,992**
Total State/County	**53,192**	**679**	**2,057**	**92**	**544**	**2,311**	**17,090**	**2,839**	**204**	**8,682**	**7,302**	**94,992**
Algona	811	10	9	21	48						-	**899**
Auburn	1,505	60	157	159	1,985						16,311	**20,177**
Beaux Arts												**0**
Bellevue	4,794	10	244	180	1,449						36,340	**43,017**
Burien	443	3	137	63	470	-					28	**1,144**
Carnation	7	-	-	-	2						-	**9**
Covington	740	1	7	62	143						221	**1,174**
Kenmore	134	-	18	17	41						5,332	**5,542**
Pacific	917	7	11	66	78						-	**1,079**
Redmond	2,173	23	74	116	700						1,625	**4,711**
Sammamish	1,526	2	24	24	72	-					39	**1,687**
Shoreline	193	16	43	37	255	-					265	**809**
Skykomish												**0**
Total Contract Cities	**13,243**	**132**	**724**	**745**	**5,243**	**0**	**0**	**0**	**0**	**0**	**60,161**	**80,248**
Total KCDC	**66,435**	**811**	**2,781**	**837**	**5,787**	**2,311**	**17,090**	**2,839**	**204**	**8,682**	**67,463**	**175,240**

2023 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE

	Infraction Non-Traffic/Traffic	Infraction Non-Traffic/Traffic E-citations	DUI/Physical Control	Misd Traffic	Misd Non-Traffic	DV Court (State Cases)	Protection AH/Orders	Civil	Name Changes	Small Claims/Impounds	Expedited Filings	Felony 1st Appear	Parking	Parking E-citations	Passports	Total Jan - Dec
Case Wgt (Minutes)	**40**	**27**	**370**	**305**	**149**	**409**	**132**	**149**	**28**	**60**	**83**	**12**	**9**	**6**	**15**	
JURISDICTION																
State/County Workload	12,920	1,445,796	761,090	28,060	20,413	135,379	305,052	1,947,579	104,104	188,400	16,932	104,184	65,718	0	98,430	5,234,057
Total State/County	**12,920**	**1,445,796**	**761,090**	**28,060**	**20,413**	**135,379**	**305,052**	**1,947,579**	**104,104**	**188,400**	**16,932**	**104,184**	**65,718**	**0**	**98,430**	**5,234,057**
Case Wgt (Minutes)	**40**	**27**	**370**	**305**	**149**	**139**							**9**	**6**		
Algona	120	22,086	3,330	6,405	3,427	3,475		0	0		0	0	0	0		38,843
Auburn	40	42,228	58,090	48,495	208,153	81,732		0	0		0	0	18,171	85,752		542,661
Beaux Arts	0	0	0	0	0	0		0	0		0	0	0	0		0
Bellevue	80	129,654	90,280	54,900	180,886	32,665		0	0		0	0	40,779	190,854		720,098
Burien	120	11,961	50,690	19,215	42,614	25,576		0	0		0	0	252	0		150,428
Carnation	0	189	0	0	298	0		0	0		0	0	0	0		487
Covington	0	20,007	2,590	18,910	15,943	5,004		0	0		0	0	1,989	0		64,443
Kenmore	0	3,618	6,660	5,185	3,278	2,641		0	0		0	0	1,629	30,906		53,917
Pacific	360	24,705	4,070	20,130	11,622	0							0	0		60,887
Redmond	160	59,184	27,380	35,380	78,821	23,769		0	0		0	0	14,625	0		239,319
Sammamish	0	41,256	8,880	7,320	3,278	6,950		0	0		0	0	351	0		68,035
Shoreline	800	5,103	15,910	11,285	23,840	13,205		0	0		0	0	2,385	0		72,528
Skykomish	0	0	0	0	0	0		0	0		0	0	0	0		0
Total Contract Cities	**1,680**	**359,991**	**267,880**	**227,225**	**572,160**	**195,017**	**0**	**0**	**0**	**0**	**0**	**0**	**80,181**	**307,512**	**0**	**2,011,646**
	14,600	**1,805,787**	**1,028,970**	**255,285**	**592,573**	**330,396**	**305,052**	**1,947,579**	**104,104**	**188,400**	**16,932**	**104,184**	**145,899**	**307,512**	**98,430**	**7,245,703**

Methodology/Definitions/Notes:
1. The NCSC staffing study was incorporated into case weights in 2007.

County vs. City Weighted Filings		
		%
Total Weighted Filings	7,245,703	100.00%
ounty Weighted Filings	5,234,057	72.24%
City Weighted Filings	2,011,646	27.76%

2023 - JUDICIAL ALLOCATION

	Total Judicial Units Available per Week	Total Judicial Units Assigned per Week	
Total Judicial Units Assigned to County per Week		17.16	
Total Judicial Units Assigned to Cities per Week		8.07	
	23.05	**25.23**	
Cross-check			25.23
Available/Assigned			

Judicial Officers FTE	24.20
Presiding Judge	(1.00)
Assistant Presiding Judge	(0.15)
Total Judicial Units available per week	**23.05**

JURISDICTION	County/State Criminal	County/State Infractions	County/State Civil	DV Court	Jail/Felony Expedited	Shared
State/County Calendars	731.43	208.92	45.91	222.72	34.64	52.37	166.87
State/County Judges	15.04	4.02	0.88	4.28	0.80	1.85	3.21
State/County Juries	2.12	1.44		0.44	0.23		
Total Judges Used	**17.16**	**5.46**	**0.88**	**4.73**	**1.03**	**1.85**	**3.21**

JURISDICTION	Total Calendars	Judges for Calendars	Judges for Juries	Total Judges per City	Total Judges Assigned
Algona	7.16	0.14	0.09	0.23	**0.23**
Auburn	92.12	1.77	0.13	1.90	**1.90**
Beaux Arts	0.00	0.00	0.00	0.00	**0.00**
Bellevue	91.58	1.76	0.13	1.89	**1.89**
Burien	24.31	0.47	0.08	0.54	**0.54**
Carnation	0.27	0.01	0.08	0.09	**0.09**
Covington	19.34	0.20	0.05	0.25	**0.25**
Duvall	1.18	0.02	0.00	0.02	**0.02**
Kenmore	12.64	0.24	0.05	0.29	**0.29**
Pacific	12.94	0.25	0.09	0.34	**0.34**
Redmond	60.33	1.16	0.18	1.34	**1.34**
Sammamish	10.48	0.20	0.08	0.28	**0.28**
Shoreline	39.35	0.76	0.14	0.90	**0.90**
Skykomish	0.00	0.00	0.00	0.00	**0.00**
Woodinville	0.18	0.00	0.00	0.00	**0.003**
Total Contract Cities	**362.88**	**6.98**	**1.00**	**8.07**	**8.07**

Jury Trials Set				
	Total Calendars	Judges for Calendars	Civil	Judicial Allocation
Algona	4.80	0.09		0.09
Auburn	6.80	0.13		0.13
Beaux Arts	0.00	0.00		0.00
Bellevue	6.70	0.13		0.13
Burien	4.00	0.08		0.08
Carnation	4.20	0.08		0.08
Covington	2.40	0.05		0.05
Duvall	0.00	0.00		0.00
Kenmore	2.40	0.05		0.05
King County	87.00	2.12	23.00	2.12
Pacific	4.80	0.09		0.09
Redmond	9.40	0.18		0.18
Sammamish	4.20	0.08		0.08
Shoreline	7.20	0.14		0.14
Skykomish	0.00	0.00		0.00
Woodinville	0.00	0.00		0.00
City Totals		**1.00**		**1.09**
All Totals	**143.90**		**24.00**	**3.21**

King County Jury Time			
	Totals	%	Judicial Allocation
Criminal	75.00	68.18%	1.44
Criminal DV	12.00	10.91%	0.23
Civil	23.00	20.91%	0.44
Totals	110.00	100.00%	2.11

No. of Judges needed for Jury Trials	
Judge Days / Month	82.00
Judge Days / Year	984.00
Divided by 52 weeks	18.92
Total Judges used per day for Juries	**3.79**

Special Assignment Judges	
RLP Court Burien	0.00
RLP Court Seattle	0.00
DV Court MRJC	0.80
Jail/Felony/ MRJC	0.70
Jail/ Fugitive Seattle	1.10
Felony/Expedited Seattle	0.05
Total	**2.65**

Facility	Assigned Judicial Officers
Auburn	2.16
Bellevue	2.20
Burien	3.00
Issaquah	1.80
MRJC	5.20
Redmond	3.00
Shoreline	2.00
Total	**19.36**

Methodology/Definitions/Notes:
1. Removes judicial differential factor. Resulting in only judges deemed necessary per court calendars.

2023 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION

24.00

**17 Centralized Clerks + 7 Comp Clerks = 24

Programs	Clerical Staff	% of Clerical staff	Clerks after removal of Centralized and Compliance Clerks	Total w/o Centralized Clerks
County-State Criminal DUI/Phy Control, Mis Traffic & NT & PO's	15.48	15.38%	3.69	11.78
County-State Infractions (Traffic & Non-Traffic, Prkg)	21.17	21.04%	5.05	16.12
County-State Civil, Name Changes, Small Claims/impounds	31.10	30.92%	7.42	23.68
City Contracts				
Algona	0.54	0.54%	0.13	0.41
Auburn	7.53	7.49%	1.80	5.74
Beaux Arts	0.00	0.00%	0.00	0.00
Bellevue	10.00	9.94%	2.39	7.61
Burien	2.09	2.08%	0.50	1.59
Carnation	0.01	0.01%	0.00	0.01
Covington	0.89	0.89%	0.21	0.68
Kenmore	0.75	0.74%	0.18	0.57
Pacific	0.85	0.84%	0.20	0.64
Redmond	3.32	3.30%	0.79	2.53
Sammamish	0.94	0.94%	0.23	0.72
Shoreline	1.01	1.00%	0.24	0.77
Skykomish	0.00	0.00%	0.00	0.00
DV Court (State)	1.88	1.87%	0.45	1.43
Jail/Felony/Expedited	1.68	1.67%	0.40	1.28
Passports	1.37	1.36%	0.33	1.04
Total	**100.60**	**100.0%**	**24.00**	**76.60**

Total FTES as Clerical Staff	100.60
Compliance Clerks	7.00
Passport Clerks	1.37
Specialty FTEs	3.56
Centralized FTEs	17.00
Remaining Clerical	71.67

SPECIALTY FTEs	
Program	**Clerks**
DV Court	1.88
Jail	1.68
	3.56

CENTRALIZED FTEs		
Court	**Program**	**Clerks**
Central	Payment Ctr	8.00
Central	Call Center	9.00
		17.00

FACILITY RATES

District Court Facilities				
	Streamlined/ Actual FMD Rate	Capped Rate	CPI-W	Facility Charge
2018	33.50	27.51	3.40%	27.51
2019	31.91	28.09	2.10%	28.09
2020	31.91	28.62	1.90%	28.62
2021	30.81	30.00	4.80%	30.00
2022	29.50	32.63	8.80%	29.50
2023	28.56	31.12	5.50%	28.56
2024				-
2025				-
2026				-
2027				-
2028				-
2029				-
2030				-
2031				-
2032				-

Methodology/Definitions/Notes:

1. Per Exhibit B, the rate each year following 2022 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the previous year's facilities charge by that year's CPI-W.

15670 NE 85th Street
Redmond, WA

City of Redmond

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-141
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

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Michael Hintze	Manager, Transportation Planning & Engineering
Planning and Community Development	Caroline Chapman	Senior Planner

TITLE:
Urban Centers Parking Management Existing Conditions Report

OVERVIEW STATEMENT:
Redmond 2050 directs much of Redmond's anticipated growth into Marymoor Village, Overlake Village, and the Downtown urban centers. With the addition of higher-density housing and construction of light rail stations, new parking management strategies will be needed to make efficient use of public parking resources.

The Urban Centers Parking Management project has two phases. At the Staff Report, staff will discuss the work completed in Phase 1, the operational and near-term changes proposed, and begin discussion on how this data is informing Phase 2.

Phase 1-Document Existing Conditions: create an Existing Conditions Report of public and private parking resources in the urban centers. Include inventory, utilization rates, and duration of parking.

Phase 2- Implement Parking Management Strategies: Implement relevant parking management strategies that enhance access for businesses, residents, and commuters. Management will optimize access in and around the urban centers and support citywide goals of multimodal access as Redmond urbanizes.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Redmond 2050 Comprehensive Plan
  - TR-34 Implement comprehensive parking management programs that at a minimum address underutilized parking, shared parking, transit access parking, wayfinding, and localized parking imbalances. Manage parking demand using strategies like time limits and pricing.

  Environmental Sustainability Action Plan (ESAP)
  - **T1:** Increase the equitable use of non-SOV modes of transportation, such as biking, walking, and public transit

  0 **T1.8:** Increase new mobility options

  1 **T1.11:** Comprehensive transportation outreach and education
- **Required:**
  N/A
- **Council Request:**
  N/A
- **Other Key Facts:**
  N/A

OUTCOMES:
Council to provide guidance on the direction of future parking management strategies in the urban centers and whether a Study Session is needed.

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:
$176,000

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

Budget Offer Number:
0000310 - Mobility of People and Goods

Budget Priority :
Vibrant and Connected

Other budget impacts or additional costs: ☐ **Yes** ☐ **No** ☒ **N/A**
If yes, explain:
Budget impacts will be explored in Phase 2

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/4/2025	Committee of the Whole - Planning and Public Works	Receive Information
8/4/2025	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
Delayed management of on- and off-street parking resources in the urban centers.

ATTACHMENTS:
A. Redmond Urban Centers Parking Study
B. Urban Centers Staff Report Presentation

Fehr & Peers

Redmond Urban Centers Parking Study

Prepared for:
The City of Redmond

Submitted on:
June 30, 2025

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1. Introduction

This Existing Conditions Parking Report summarizes the baseline parking inventory and demand observed in the three urban centers of the City of Redmond: Downtown, Overlake Village, and Marymoor Village. This report will serve as the foundation for updating the City's parking management strategies and policies, aligning them with the recently adopted comprehensive plan, Redmond 2050 Plan[1].

This report is a first step to establish baseline parking conditions within the three urban centers in the city: Downtown, Overlake Village, and Marymoor Village. In particular, the city aims to understand parking supply within a ½ mile radius of transit stations located in these urban centers. These areas were selected because in addition to the existing transit stations, they will each have transit stations for the upcoming 2 Line extension serviced by Sound Transit. Since Washington state has removed parking mandates within ½ mile of transit stations, cities and neighborhoods need to consider parking needs as new transit infrastructure is introduced. Figure 1 shows the location of these three urban centers within the city.

1.1 Contextual Setting

Redmond is the eighth largest city in King County with a population of 80,280 as of 2023. It serves as both a "bedroom community" for commuters traveling to Seattle, and as a major employment hub owing to the presence of Microsoft's headquarters in Overlake Village. Redmond's population increased 9.6% between early 2020 and 2023, much more than the 1.6% increase experienced by all cities in Washington in the same period[2].

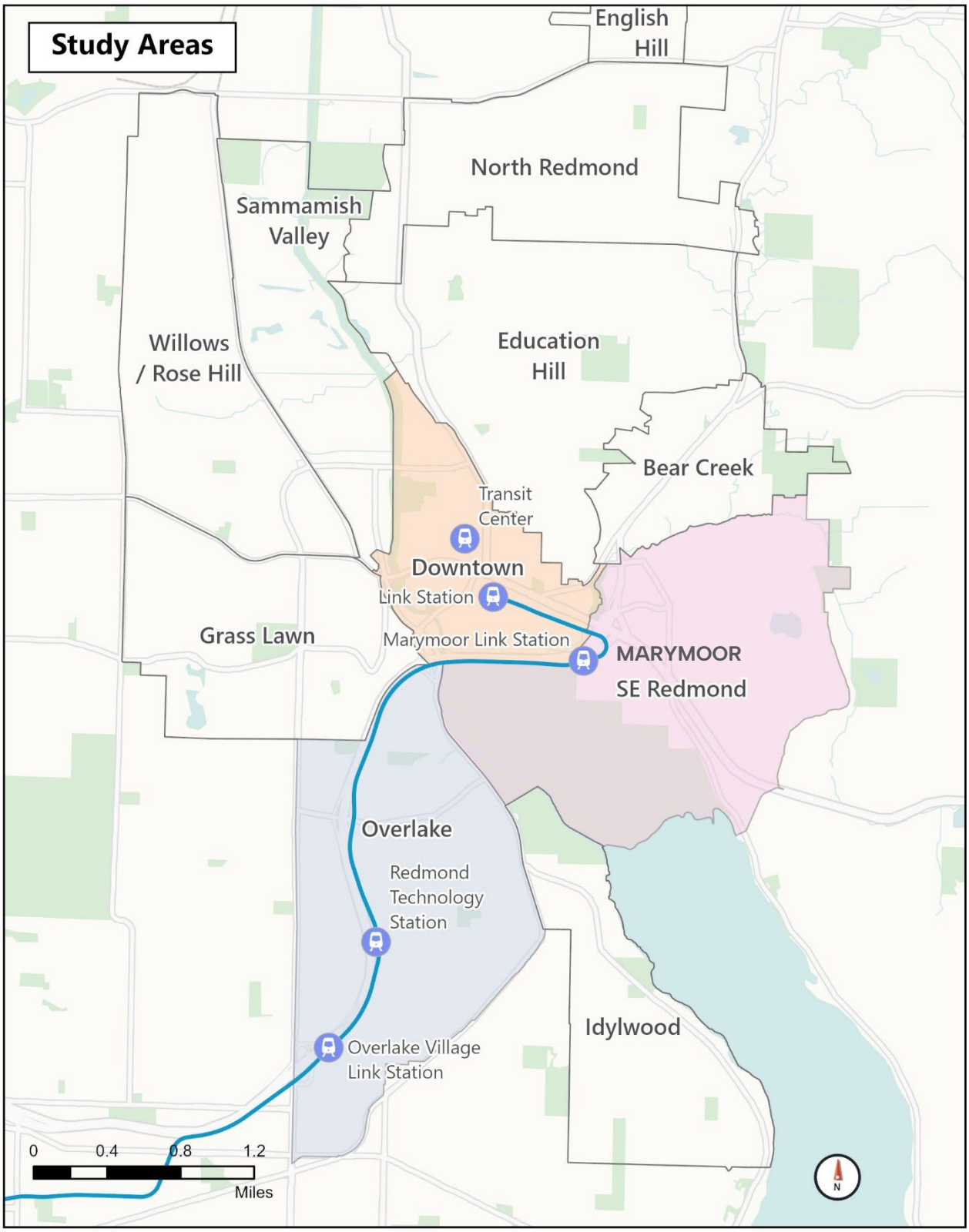
Referring to Figure 1, **Downtown Redmond** is in the heart of the city, bound on the west by the Sammamish River and on the south by SR 520. **Marymoor Village**, as part of SE Redmond, lies adjacent to it in the south, primarily covered by Marymoor Park with a small population presence in the Northeast corner. Finally, **Overlake Village** is further south, in proximity to the City of Bellevue, University of Washington, and Seattle.

1.1.1 Population and Jobs

Downtown and Overlake Village have higher population densities than Marymoor Village, which has a much smaller population owing to the presence of Marymoor Park. Out of the three, Overlake Village is the largest neighborhood with 7,000 residents and more than 45,000 jobs[3], followed by Downtown with 6,000 residents and 10,000 jobs[4].

[1] Redmond 2050 Comprehensive Plan, November 2024.
[2] Census, Population Division
[3] https://www.redmond.gov/DocumentCenter/View/1453/Overlake-Neighborhood-Summary-PDF
[4] https://www.redmond.gov/DocumentCenter/View/1348/Downtown-Neighborhood-Summary-PDF

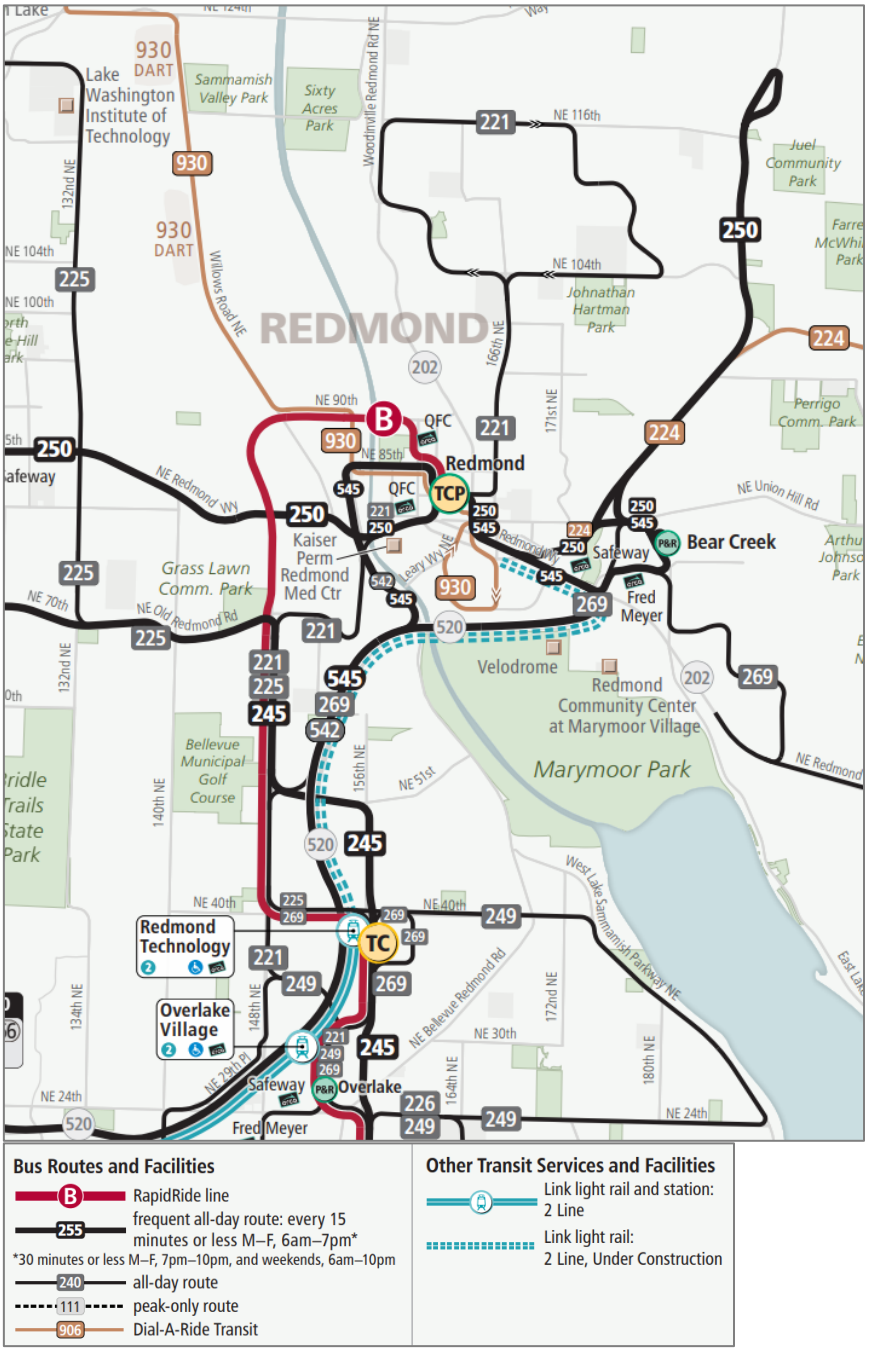
Figure 1: Neighborhoods of Redmond, Washington



1.1.2 Travel Behavior

The 2023 American Community Survey informs that the primary commuting travel choice of Redmond residents, employees, and visitors is Single Occupancy Vehicle (SOV), with 53% trips. Considering the dominance of the tech industry in employment, the high percentage of work-from-home (WFH) as a "commute" option at 25% is expected. Transit usage follows next at 10%. However, these figures likely do not reflect the ebb and flow of traffic and parking in the city throughout the day. This is because Redmond has various office spaces, especially in Overlake Village and Downtown, attracting commuters from outside the city who are not captured in travel surveys.

Figure 2: Current and Future Transit Options for Redmond (Source: King County Metro)



Redmond does not have its own city bus service and is instead part of the King Country Metro service district. Compared to the rest of the district, there are only a few bus lines and one express route servicing the city. As of 2024, there is no light rail service. However, Sound Transit's Link 2 Line extension will connect downtown Seattle with downtown Redmond once the construction of the entire line is expected to be completed in 2025, providing frequent mass transit service between the two economic hubs. Figure 2 shows the transit options available in the study areas.

2. Data Collection

2.1 Method

2.1.1 Survey Approach and Methods

Comprehensive parking surveys were conducted during weekdays in the last week of October 2024. Based on initial data analysis, select locations were identified and surveyed as part of a second visit in the second week of February 2025. In sum, the surveys comprised the following activities:

- **Parking inventory**: This is the total amount of parking available through on-street spaces and in off-street facilities. Conducting counts at off-street facilities is straightforward as there's clear delineation between adjacent spots. For on-street sites, if there are no markings then the rule of thumb is to count one space for every 20 feet of curb length in the parking zones. Furthermore, this process also counted the distribution of types of parking spaces, such as timed spaces, loading zones, ADA spaces etc.
- **Occupancy**: After conducting the inventory, the survey team visited the locations at fixed intervals to count the number of occupied spaces. For on-street spaces, the number of occupied spaces was captured once every hour from 9 am to 8 pm between Tuesday and Thursday. For off-street locations, occupancy levels were captured once every two hours from 9 am to 7 pm on the same days.
  For private off-street facilities with access control (apartment complexes, office buildings etc.), permission was requested from the building managers to gain access.
- **Turnover rate**: For each on-street parking space, the turnover rate is the number of unique vehicles that occupied that space within the survey period. The turnover rate is a parking efficiency metric to understand how many vehicles a single parking space was able to serve during the survey period. For example, a turnover rate of three would indicate that three unique vehicles parked at that location during the observed time period. Thus, the turnover rate was calculated for this study using a combination of video and manual observation of vehicles parked.

2.1.2 Limitations of the Survey

1. **Length of parking space**: As mentioned earlier, a length of 20 feet is assumed to be one parking spot for on-street parking inventory. Because of this, occupancy can be more than 100% if there are smaller cars parked. In such cases, the occupancy is shown as 100% to avoid confusion for the reader.
2. **Inaccessible facilities**: Some of the off-street locations identified for the survey were inaccessible as they were under construction or going through maintenance. For some of the private off-street facilities, the survey team was unable to obtain permission to enter and conduct the surveys. These have been identified in the parking maps.
3. **Survey time**: The survey was conducted between 9 am and 8 pm and occupancy levels outside of those hours are unavailable.

2.2 Glossary of Terms

1. **Average occupancy**: Occupancy of parking spaces in this document is reported separately for on- and off-street spaces in each of the three areas. This is different from taking the average of, say, each off-street facility's occupancy to create the overall average.
2. **Half-mile radius**: A geographic radius of ½ mile is considered a reasonable walking distance from transit stations[5]. This radius was used as a parameter to identify off-street parking facilities within ½ mile of the upcoming light rail stations in the study areas, to be included as part of the surveys. Half mile can also represent about a 10-minute walk, which is consistent with the City of Redmond's goals around being a '10-minute city'.
3. **Land use and zoning**: This refers to the designation of use for a specific parcel of land. Zoning code describes the type of development which can occur on a parcel (e.g., residential, commercial, etc.). The code also specifies a variety of restrictions for development such as design of buildings, height, parking requirements, open space requirements, etc.
4. **Off-street parking facilities**: There are two types of off-street facilities — surface lots and structures. As the names imply, surface lots (or "lots") are at ground level only while structures can be multi-floor garages or underground facilities.
5. **On-street parking space:** These spaces are typically along public streets and serve a variety of users. For this survey, on-street parking spaces are categorized as follows:
    a. Unrestricted parking: There is typically no time or access restrictions to these spaces
    b. Restricted - 1 hour: These spaces are restricted to a maximum of one hour of parking
    c. Restricted - 2 hours: These spaces are restricted to a maximum of two hours of parking
    d. ADA: These spaces are restricted to vehicles displaying the ADA sign or license plate
    e. Loading zone: These spaces are restricted to vehicle loading/unloading purposes.
    f. 15-min loading zone: These spaces are restricted to 15-minutes loading purposes such as deliveries.
    g. 30-min loading zone: Similar to above, these spaces are limited to 30-minutes loading
    h. Business only – These spaces could be temporarily designated for exclusive use for an adjacent business.
    i. Motorcycle only: these spaces are designated for parking for motorcycles or other motorized two-wheelers.
    j. Future resident space: These spaces are temporarily designated for convenient parking for potential new residents touring multifamily residential use.
6. **Public and Private off-street facilities**: In this document, "public" and "private" in the context of parking refers specifically to the ownership type of the surface lot or structure. It does not categorically give any indication about who can or cannot access that space. For example, a parking lot shared by a commercial block could be owned by the property owner but would be accessible to patrons of businesses located in that block.
7. **85% parking threshold**: This level of occupancy in a parking zone is an industry-wide standard for optimum occupancy to balance parking demand and supply. At this level of occupancy, the supply of parking is efficiently used and at the same time, there is a minimal shortage of parking[6].

[5] Insert citation (Human Transit mentions a paper)
[6] The High Cost of Free Parking, Donald Shoup, 2011

3. Downtown Redmond Parking Data

3.1 Downtown Redmond

Downtown Redmond is one of the two urban centers in the city. The extents of the Downtown area are defined by State Route (SR) 520 on the south, the Sammamish River on the west, and the neighborhood of Education Hill in the northeast. Redmond Way is a major arterial that passes through the area. The under-construction 2 Line light rail extension runs parallel to this arterial and terminates in Downtown.

The city has divided the neighborhood into zones, of which the key zones relevant to the study are *Downtown Core, Downtown Edge, Town Center*, and *Multi-Family*. The northernmost part of Downtown is mostly residential, while the remaining area is populated with a mix of multi-family housing, commercial, and office spaces. There are more than 4000 multi-family units and around 100 single-family units. Figure 3 shows land use and zones in the area.

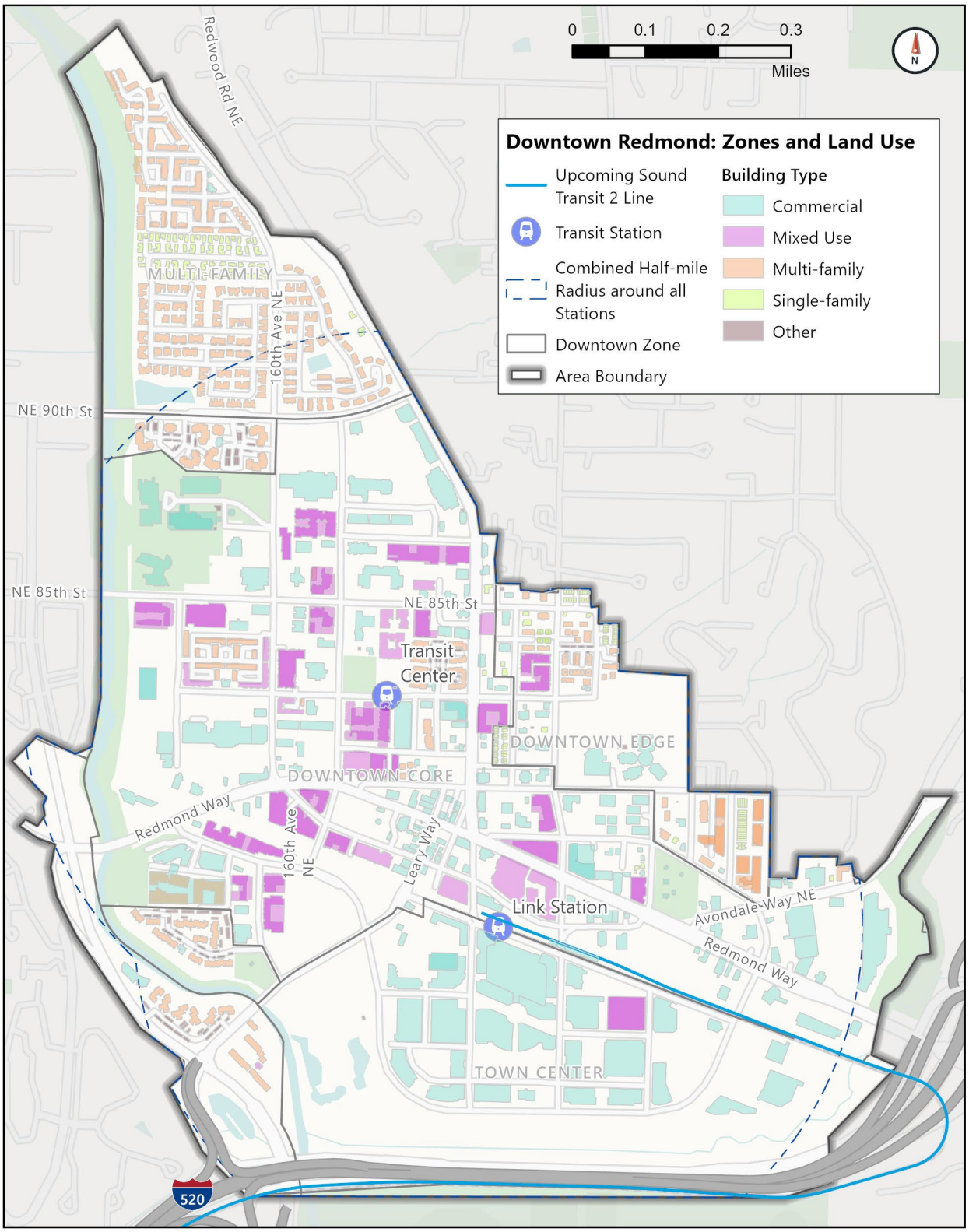
A few major destinations in the area include the Bear Creek Village shopping mall in the southeast and the Bella Bottega shopping center in the north, both with substantial parking. The area also contains various public buildings like the city hall, library, and an elementary school. The remainder of the area is taken up by various smaller businesses, shopping areas, and various hotels, a reflection of Downtown's central location in the city.

The Downtown area has a total of 12,559 spaces for parking that are distributed between on-street spaces and off-street facilities. Figure 4 shows the distribution of both types of parking spaces in the area. There is a mix of on-street and off-street parking spaces throughout the area, except in the northern multi-family zone which does not have parking. Note that this does not include parking for single-family homes like garages and driveways.

Table 1: Total Parking Inventory — Downtown

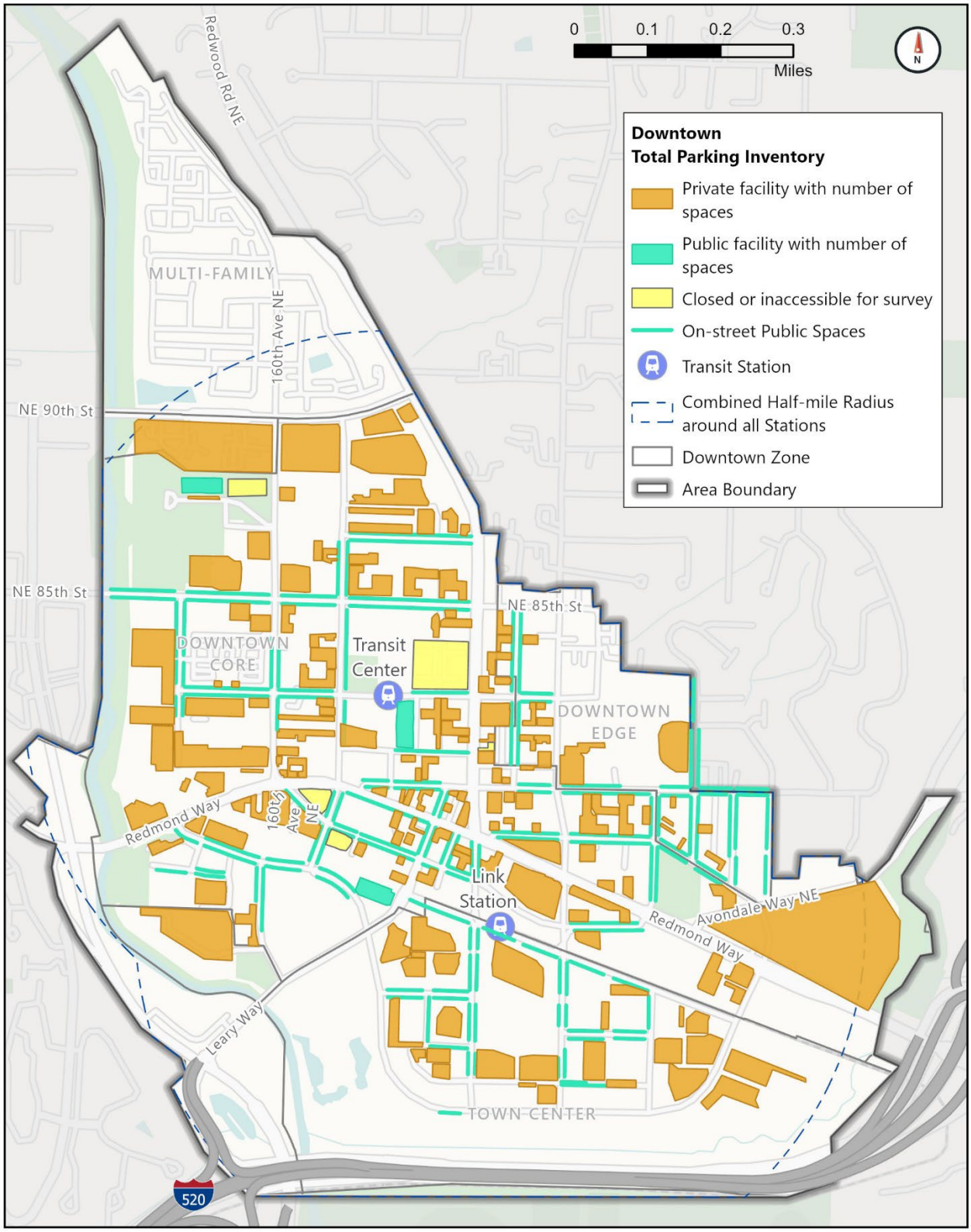
Parking type	No. of Locations	No. of Parking Spots	Percent of Overall Parking Supply
On-street	148	1,130	9%
Off-street	164	11,429	91%
Public	*4*	*885*	7%
Private	*160*	*10,544*	84%

Figure 3: Downtown Redmond — Zones and Land Use



3.2 Overall Downtown Parking Inventory

Figure 4: Total Parking Inventory — Downtown



3.3 Downtown On-street Parking

3.3.1 On-street Inventory

There are 1,130 on-street spaces in Downtown. On the following page, Figure 5 shows the distribution of on-street spaces. A majority are present in the Downtown Core, which also happens to be the largest sub-area. Other on-street spaces are present in the Downtown Edge and Town Center zones.

Table 2 disaggregates the inventory by access type. More than half of the spaces are restricted for a maximum of 2 hours of continuous usage. On the other hand, more than a third of spaces are unrestricted. The remaining 9% or roughly 90 spaces are categorized mostly as loading zones or business use. Only nine spaces in the entire area are ADA-only spaces.

Table 2: On-street Parking Inventory by Type – Downtown

Parking space type	No. of Spaces	Percent of Total
Unrestricted parking	**410**	**36.3%**
Time Limited	**625**	**55.3%**
Restricted - 1 hour	*2*	*0.2%*
Restricted - 2 hour	*623*	*55.1%*
Loading Zones	**55**	**4.9%**
Loading zone	*38*	*3.4%*
15-min loading zone	*16*	*1.4%*
30-min loading zone	*1*	*0.1%*
Other	**34**	**3.0%**
ADA	*9*	*0.8%*
Business only	*22*	*1.9%*
Motorcycle only	*1*	*0.1%*
Future resident space	*2*	*0.2%*
Total spaces	**1130**	**100.0%**

Figure 5: On-street Parking Inventory – Downtown

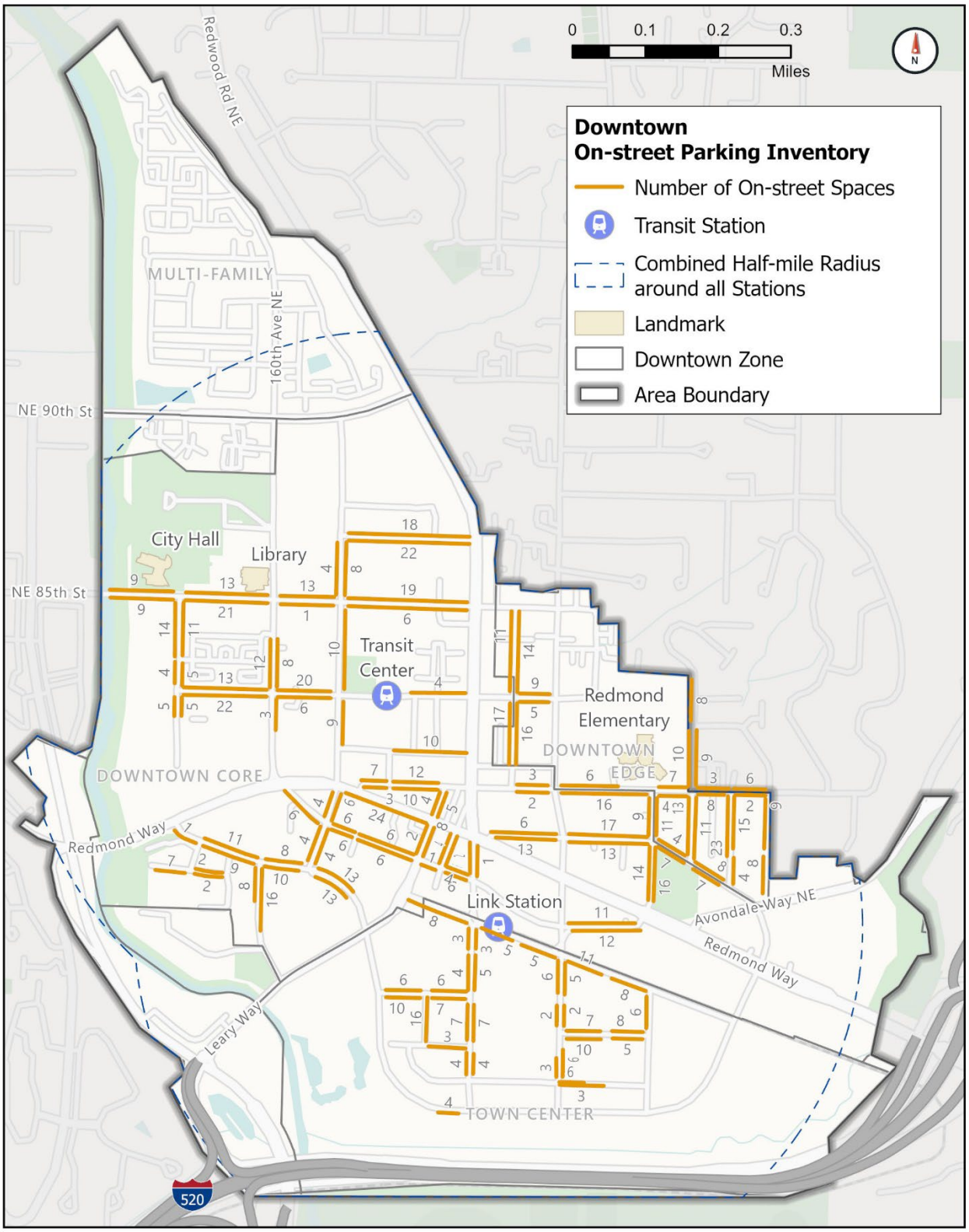


Table 3 summarizes the number of street segments with on-street parking spaces surveyed and total number spaces disaggregated by the three zones. The Downtown Edge zone is a combination of three areas on the edges of the Downtown area.

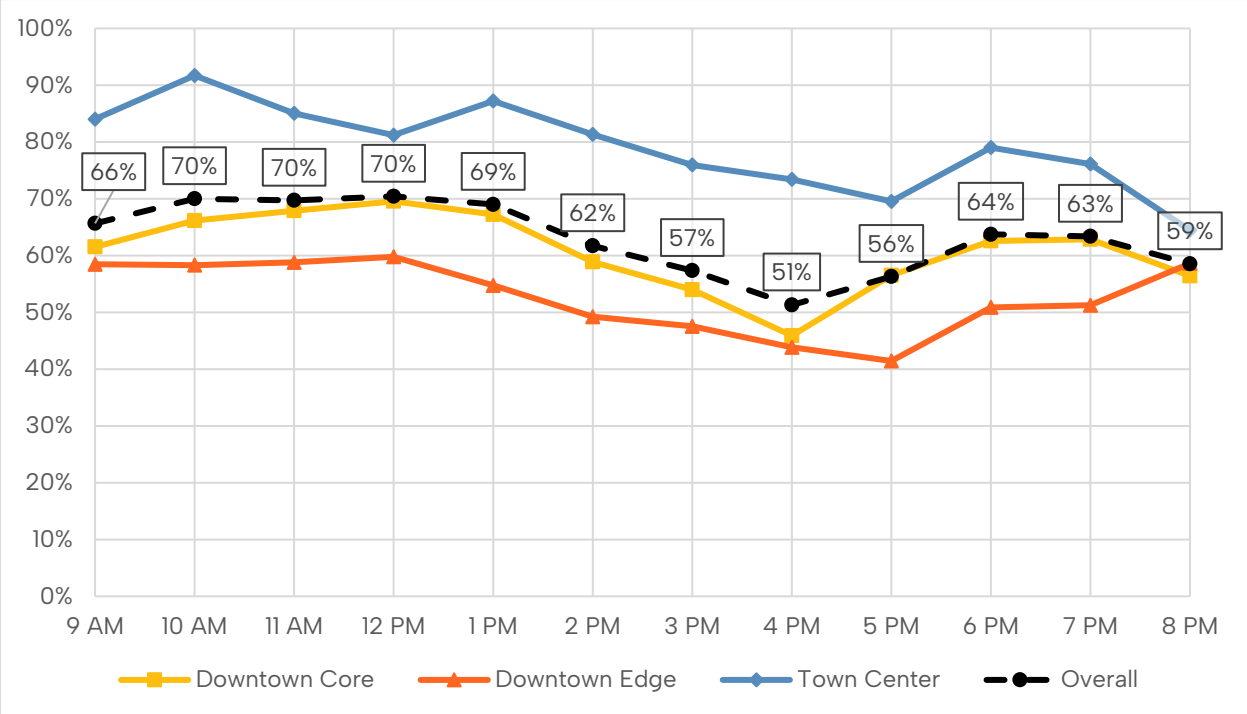
Table 3: Parking Spaces in Downtown Zones

Downtown Zone	No. On-street locations	No. of On-street Parking Spaces
Downtown Core	80	697
Downtown Edge	26	241
Town Center	33	195

3.3.2 On-street Occupancy

As described in Section 2.1, hourly count surveys were conducted from 9 AM to 8 PM on a weekday (Tuesday through Thursday). Figure 6 shows the occupancy levels for every hour, on-the-hour, at all segments within the Downtown neighborhood. Peak parking occupancy for the entire area occurred between 10 AM and 12 PM when 70% of spaces were occupied, while the least number of spaces were occupied at 4 PM with half the spaces empty. The higher demand between 9 AM and 4 PM can be associated with daytime employees, visitors, and other activities during the 9 AM - 5 PM work hours. After a low at 4 PM, the parking demand again rises to 61% indicating activity associated with food and entertainment businesses in addition to residents who live in Downtown, returning and utilizing on-street parking.

Figure 6: On-street Parking Spaces Occupancy – Downtown Zones



Thus, overall occupancy remained within the 50-70% band in the hours surveyed. This is consistent with the 2020 Existing Conditions Study, which also found the overall on-street parking occupancy to be above 50% on a weekday. However, peak on-street parking occupancy across the different zones

surveyed in Downtown was observed to be 60% occurring at 1 PM and then again at 6 PM. As illustrated in Figure 6 and summarized in Table 4, on-street parking occupancy ranges between 66% and 70% during the 9 AM – 1 PM period. The Town Center zone shows relatively higher occupancy rates of 81% to 92%, peaking at 92% at 10 AM, compared to the Downtown Core and Downtown Edge zones during the hours of 9 AM and 2 PM.

Table 4: On-street Hourly Occupancy by Downtown Zone

Zone	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM
Downtown Core	62%	66%	68%	70%	67%	59%	54%	46%	57%	63%	63%	56%
Downtown Edge	58%	58%	59%	60%	55%	49%	48%	44%	41%	51%	51%	59%
Town Center	84%	92%	85%	81%	87%	81%	76%	73%	70%	79%	76%	64%
Overall	**66%**	**70%**	**70%**	**70%**	**69%**	**62%**	**57%**	**51%**	**56%**	**64%**	**63%**	**59%**

Figure 7 and Figure 8 delve deeper into the area's parking occupancy levels by mapping it for the peak parking hours in the first and second half of the day at 12 PM and 6 PM. Table 5 below summarizes street segments with greater than 85% occupancy at 12 PM and/or 6 PM.

Table 5: On-street Segments with Parking Occupancy of 85% or greater at 12PM and/or 6PM

Street Segment	Between	Orientation	12 PM	6 PM
NE 87th St	161st and 164th	North	106%	89%
NE 85th St	161st and 164th	South	167%	67%
160th Ave NE	84th Way and 83rd	East	100%	38%
NE 83rd St	160th and 161st	North	90%	70%
NE 83rd St	158th and 160th	North	92%	46%
NE 83rd St	158th and 160th	South	91%	68%
161st Ave NE	83rd and 81st	East	100%	78%
NE 80th St	170th Ave and 170th Pl	South	100%	100%
NE 80th St	169th and 170th	North	33%	133%
NE 80th St	162nd and Leary	North	67%	92%
NE 80th St	162nd and Leary	South	70%	90%
NE 80th St	Redmond Way and 162nd	North	86%	43%
NE 80th St	Redmond Way and 162nd	South	100%	100%
161st Ave NE	Redmond Way and Cleveland	East	50%	100%
Cleveland St	161st and Brown	South	67%	100%
Cleveland St	Brown and Leary	North	100%	100%
Cleveland St	Brown and Leary	South	100%	117%
Leary Way	Redmond Way and Cleveland	West	100%	100%
Leary Way	Redmond Way and Cleveland	East	75%	125%
Gilman St	Redmond Way and Cleveland	West	100%	113%
Gilman St	Redmond Way and Cleveland	East	100%	67%
Cleveland St	Leary and Gilman	South	0%	100%
Cleveland St	Gilman and 164th	North	100%	75%
Cleveland St	166th and Redmond Way	North	100%	55%
NE 79th St	166th and 168th	North	88%	53%
NE 79th St	166th and 168th	South	92%	46%
168th Ave NE	79th and Redmond Way	West	50%	86%
168th Ave NE	79th and Redmond Way	East	75%	94%
169th Ave NE	80th and 79th	East	100%	100%
170th Ave NE	80th and Penny	East	80%	87%
170th Ave NE	Penny and 79th	East	75%	100%
170th Pl NE	80th and Penny	West	100%	89%
170th Pl NE	Penny and Avondale	East	100%	100%
NE 79th St	168th and 169th	South	100%	43%

Street Segment	Between	Orientation	12 PM	6 PM
NE 79th St	169th and 170th	South	129%	0%
Lagoon Lane	Dead End and Riverpark	South	100%	100%
Lagoon Lane	Riverpark and DW	North	150%	150%
Lagoon Lane	Riverpark and DW	South	50%	100%
Bear Creek Pkwy	Riverpark and 159th	North	46%	100%
Bear Creek Pkwy	Riverpark and 159th	South	56%	89%
161st Ave NE	Cleveland and Bear Creek	West	25%	100%
161st Ave NE	Cleveland and Bear Creek	East	50%	100%
NE 76th St	Leary and 164th	South	88%	63%
164th Ave NE	Redmond Way and Cleveland	West	100%	100%
164th Ave NE	Redmond Way and Cleveland	East	200%	200%
164th Ave NE	76th and DW	West	100%	33%
164th Ave NE	76th and DW	East	67%	100%
164th Ave NE	DW and 74th	East	120%	100%
NE 74th St	Bear Creek and 163rd	North	100%	17%
NE 74th St	163rd and 164th	South	100%	100%
164th Ave NE	74th and 73rd	East	100%	100%
164th Ave NE	74th and 73rd	West	71%	100%
164th Ave NE	73rd and 72nd	East	75%	100%
164th Ave NE	73rd and 72nd	West	75%	100%
NE 76th St	164th and DW	South	180%	80%
NE 76th St	DW and 166th	South	80%	100%
166th Ave NE	76th and DW	East	100%	120%
166th Ave NE	DW and 74th	West	100%	100%
166th Ave NE	DW and 74th	East	100%	100%
166th Ave NE	74th and 72nd	East	117%	100%
166th Ave NE	73rd and 72nd	West	100%	100%
NE 76th St	DW and 168th	South	63%	88%
NE 74th St	166th and DW	North	100%	71%
NE 74th St	166th and DW	South	100%	90%
NE 74th St	DW and 168th	North	100%	100%
168th Ave NE	76th and 74th	West	117%	133%

Figure 7: On-street Peak Parking Hour Occupancy — Downtown

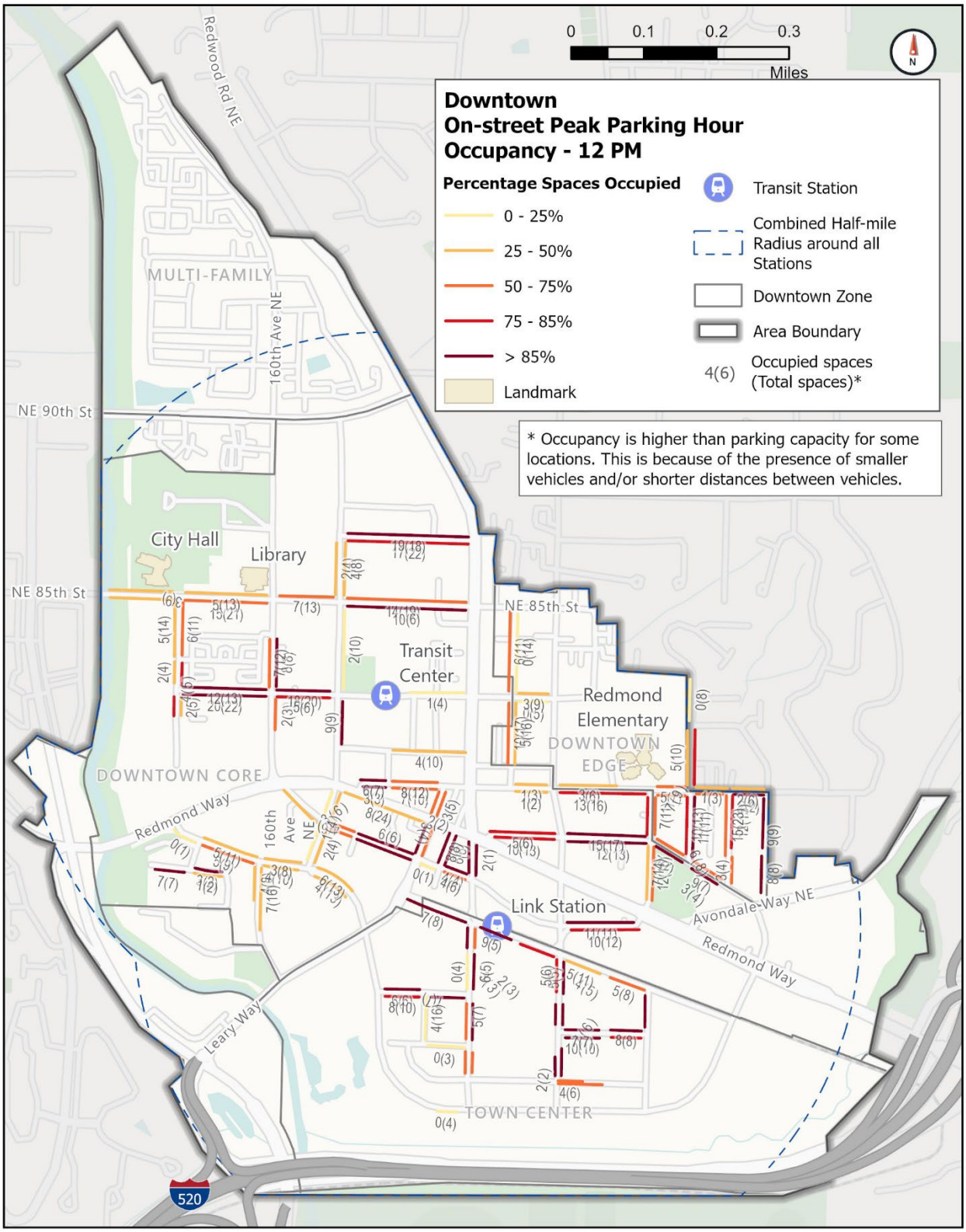
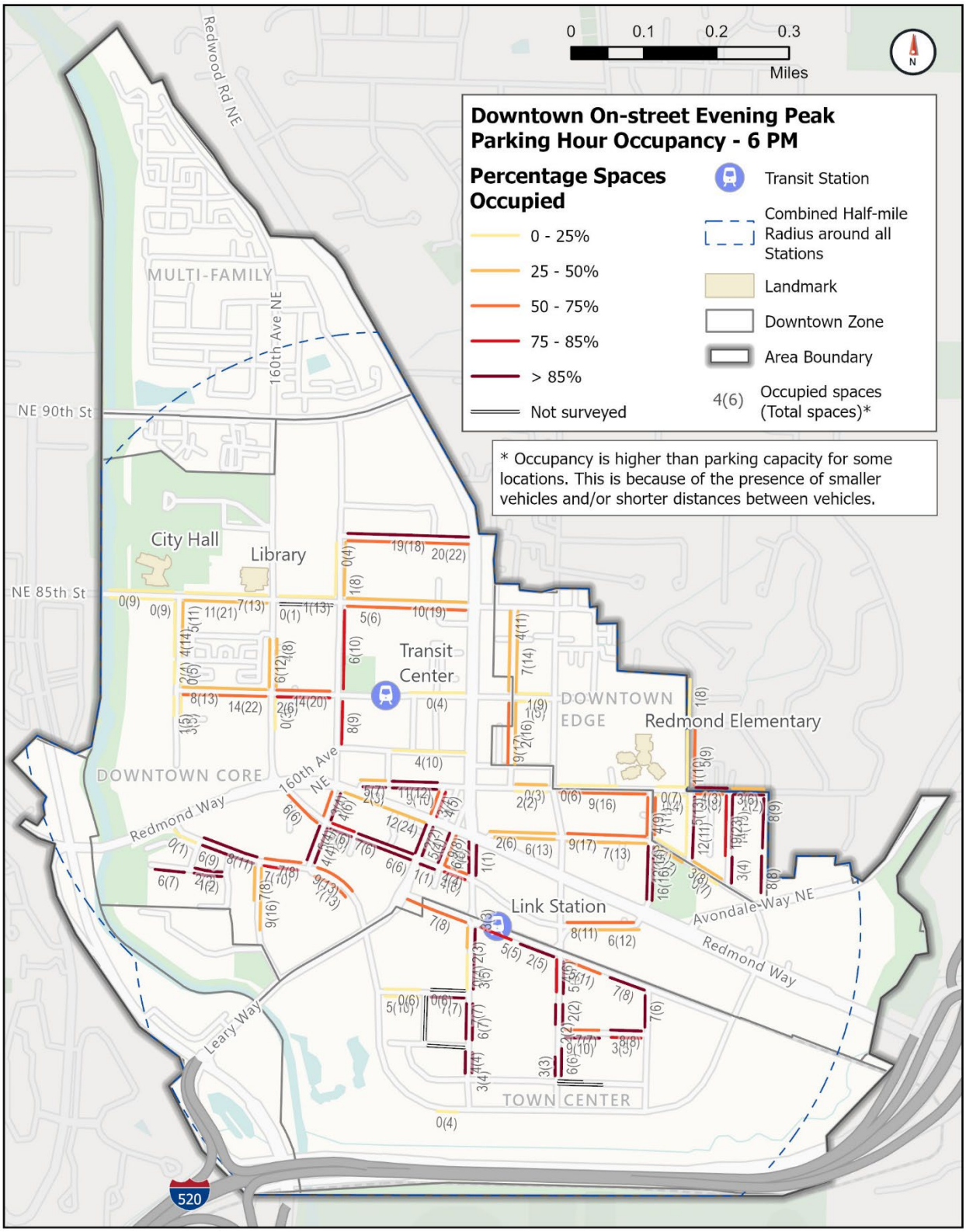


Figure 8: On-street Parking Occupancy at 6 PM — Downtown



3.3.3 Turnover Rate

Table 6: Turnover Rate by Downtown Zones

Location	Average Turnover Rate
Downtown Core	7.3
Downtown Edge	6.3

The turnover rate, defined in Section 2.2, can be interpreted as the efficiency of parking spaces. In Downtown, the rate varies between less than 1 car per space and to 20 cars per space, as recorded during the period of the survey and shown in Figure 10. For the purposes of this report, a higher turnover is desirable, indicating more efficient use of publicly accessible parking spaces. On the other hand, lower turnover rates are an indication of lower pricing, minimal restrictions, or a lack of enforcement if parking exceeds the limits. Table 6 further lists the turnover rate for the three main zones.

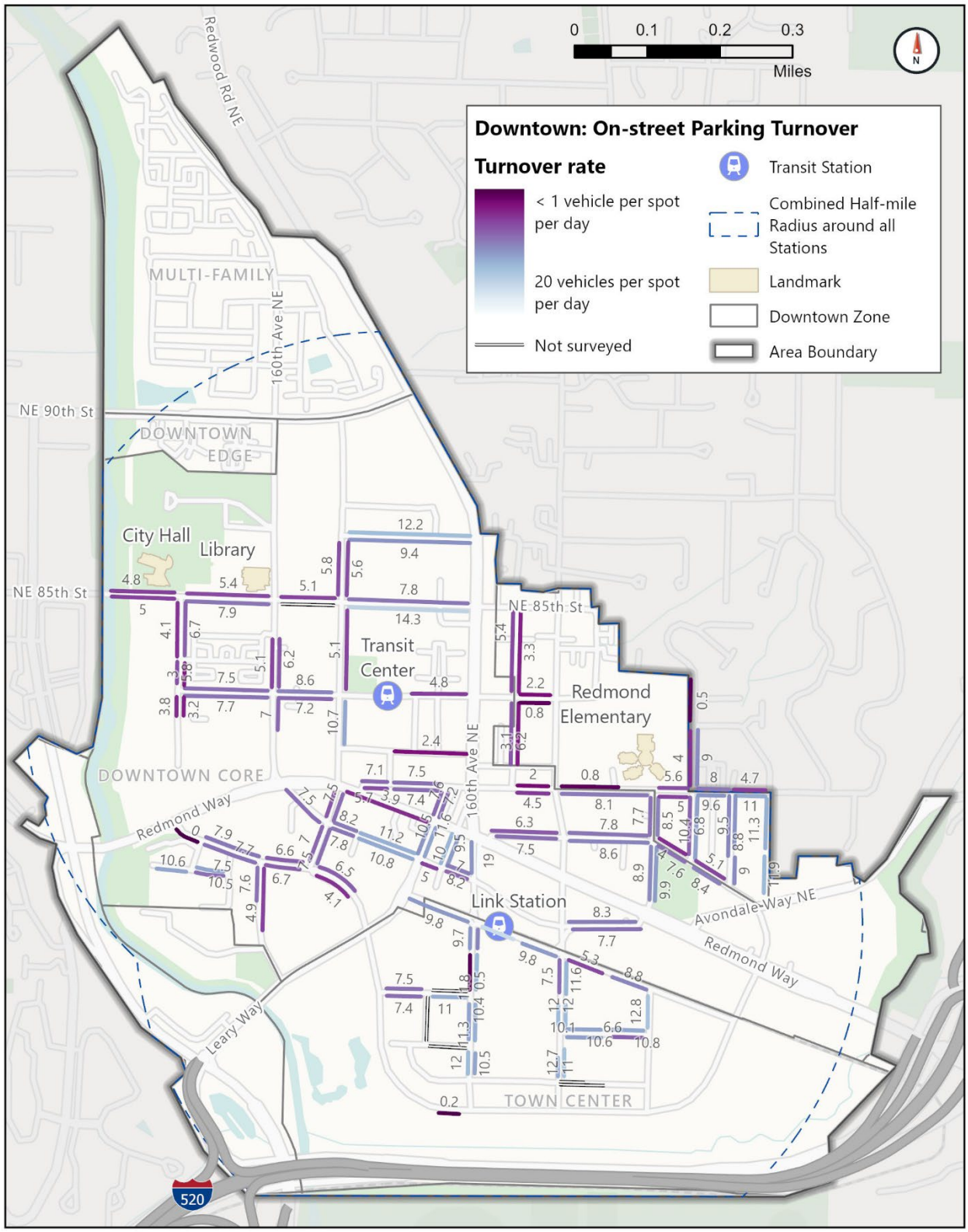
3.3.3.1 Interpreting Turnover Rate for Downtown

The City distributes limited parking permits which can be used for overnight parking in select restricted on-street spaces (shown in Figure 9). The turnover rate for Downtown (shown in Figure 10) does not account for these permits. Thus, a lower turnover rate may not just be an indication of, for example, customers spending more time in commercial areas; it may also indicate where permit holders park overnight.

Figure 9: Location of permit spaces in Downtown (Source: City of Redmond)



Figure 10: On-street Parking Turnover Rate — Downtown



3.4 Downtown Off-street Parking

3.4.1 Off-street Inventory

In Downtown, off-street facilities contain ten times as many parking spaces compared to on-street locations. There are 11,429 spots spread among 164 facilities, with their capacities ranging from 5 to 851 spaces. However, the typical or median facility has 25 spaces, indicating that most of them are on the smaller end in terms of capacity, with a few big outlier facilities.

Figure 11: Off-street Parking Inventory by Ownership – Downtown shows that 92% of this supply is privately owned while the remaining 8% is publicly operated. Some of the major private facilities include the Redmond Town Center (RTC) Mall garage, Bear Creek Shopping Mall in southeast, and Bella Bottega Shopping Center, offices, and multi-family apartment buildings in Downtown Core. Public ownership is only found for general parking facilities like transit and commercial area structures. Two of the public facilities, the Redmond Central Connector Lot and King County Metro Park & Ride, are near the existing and upcoming transit stations.

Figure 11: Off-street Parking Inventory by Ownership – Downtown

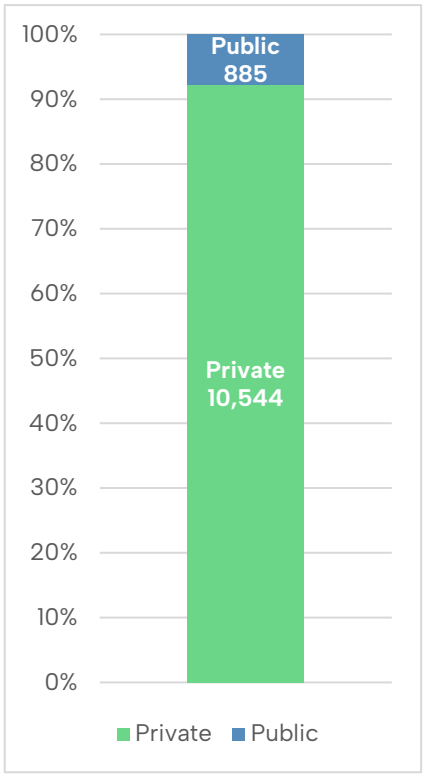


Figure 12 shows this spatially. As mentioned, most facilities have less than 100 parking spaces, while 28 out of the 164 locations are larger, with between 100 and 851 spaces. Most commercial and office spaces exist in the Core and Town Center zones and are accompanied by private parking lots and garages.

A few prominent parking facilities are listed in Table 7. Table 8 shows the split of parking off-street inventory between public and private parking spaces including number of locations.

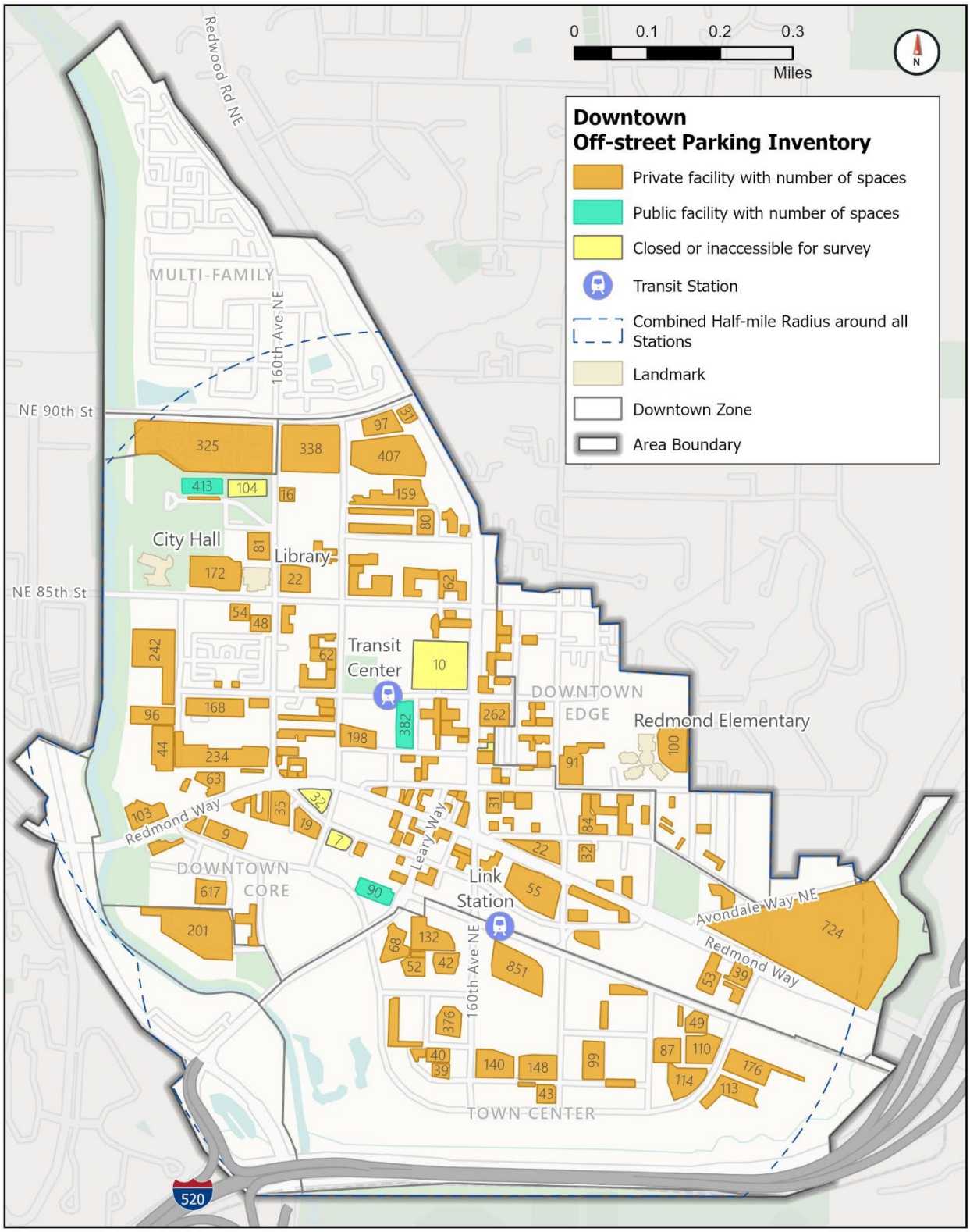
Table 7: Prominent Off-street Parking Facilities — Downtown

Location	Type	Number of spaces	Peak Occupancy
RTC Central Parking Garage	Private	851	66%
Bear Creek Shopping Mall	Private	724	46%
Riverpark Apartments	Private	617	47%
City Hall Campus Parking Garage	Public	413	62%
Bella Bottega Shopping Center	Private	407	32%
Redmond Park & Ride	Public	382	98%

Table 8: Off-street Parking Inventory — Downtown

Type of Facility	Number of facilities	Number of parking spaces
Private	160	10,544
Public	4	885
Total	**164**	**11,429**

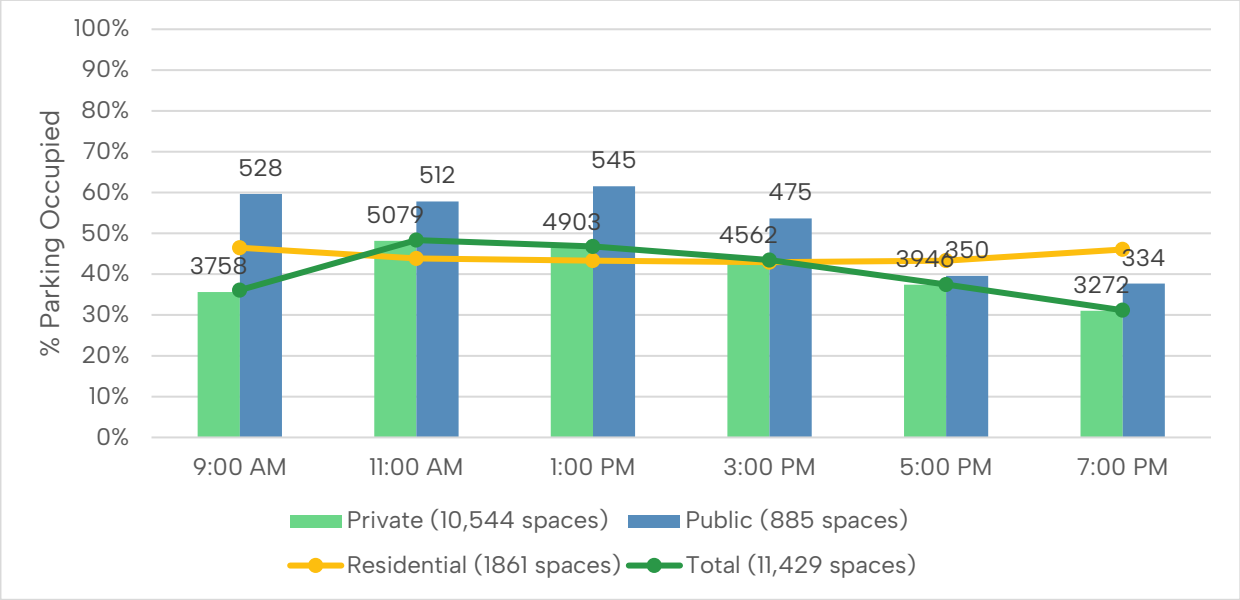
Figure 12: Off-street Parking Inventory — Downtown



3.4.2 Off-street Occupancy

Like on-street occupancy, off-street occupancy peaks late in the morning to early afternoon and then trends down during the rest of the day. On the day of the survey and for the recorded hours, a high of 51% occupancy was observed at 11 AM and a low 32% at 7 PM. Figure 13 shows this trend and the occupancy split between publicly- and privately-owned locations. In general, public locations see a higher occupancy of 20% than private ones during peak hours as most of them are provided for commuters. However, as discussed earlier, the supply of private spaces is much higher.

Figure 13: Off-street Parking Occupancy – Downtown



In Table 9, the off-street facilities are distributed across four land use categories — Residential, Office, Retail, and Other. These categories are informed guesses on the type of locations the parking facilities serve. Residential buildings are straightforward since they have exclusive parking. On the other hand, stores and small businesses sometimes share parking lots and so could fall into either Office or Retail. Still, the rough categorization is helpful in acquiring an inventory of the total number of parking spaces and the occupancy levels at peak parking hours.

Table 9: Inventory at Peak Hour Occupancy by Land Use — Downtown

Land Use	Inventory	Peak Occupancy
Residential	1,861	45% at 11 AM
Office	1,734	51% at 11 AM
Retail (stores, restaurants)	5,130	48% at 11 AM
Other (hospital, hotel, public parking, government / public buildings)	2,704	53% at 1 PM

A note on residential parking: In Downtown, out of the 11,429 total off-street parking spaces, 1,861 (16%) are part of 19 residential buildings. Figure 13 above also shows the occupancy levels in residential parking facilities separately, and it follows a nearly opposite trend to that of overall occupancy levels.

Table 10 splits the hourly occupancy data by zones, showing that the central area, Downtown Core, has the most spaces but also lower occupancy compared to Downtown Edge and Town Center.

Table 10: Off-street Hourly Occupancy by Downtown Zone

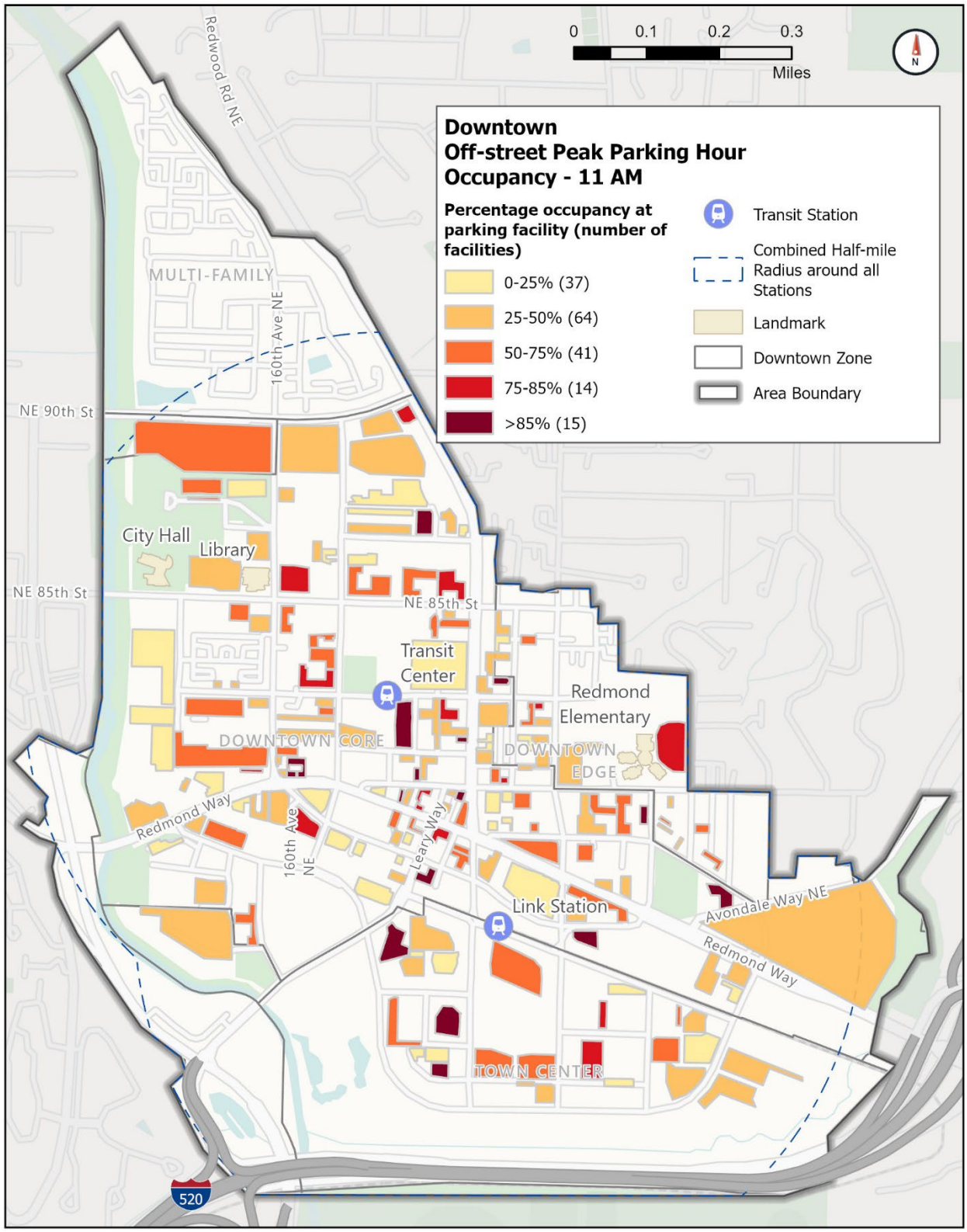
Zone	Number of Facilities	Number of spaces	9 AM	11 AM	1 PM	3 PM	5 PM	7 PM
Downtown Core	125	7830	34%	47%	45%	40%	35%	29%
Downtown Edge	20	1015	47%	49%	48%	51%	50%	46%
Town Center	26	2864	36%	47%	50%	48%	40%	34%

Figure 14 shows the occupancy of the facilities specifically at the hour of highest occupancy, 11 AM. Comparing with the inventory figure, the big facilities, with capacities between 300-900 spaces each, show medium occupancy from 25-75%. Very few facilities are above the threshold of 85%. Most locations above that threshold are the smaller dedicated lots for local businesses and restaurants. The only bigger location with >85% occupancy is the parking garage for the RTC Management office building (376 spaces). A list of the occupancy details of the 15 biggest parking facilities in Downtown Redmond is presented in Table 11. At a few locations, the time of highest occupancy is different from the 11 AM peak occupancy hour for Downtown.

Table 11: Occupancy of Prominent Off-street Parking Facilities — Downtown

Lot Name	Capacity	Time of Peak Occupancy	Peak Occupancy	Occupancy at 11 AM	Available Spaces at Peak Occupancy
RTC Central Parking Garage	851	3 PM	66%	63%	290
Bear Creek Shopping Mall	724	11 AM	46%	46%	392
Riverpark Apartments	617	9 AM	47%	43%	327
City Hall Campus Parking Garage	413	11 AM	62%	62%	157
Bella Bottega Shopping Center	407	1 PM	32%	28%	278
Redmond Park and Ride	382	11 AM	98%	98%	7
RTC Management	376	11 AM	86%	86%	51
Bella Bottega Shopping Center West	338	3 PM	40%	34%	203
Redmond Place Apts	325	9 AM	63%	54%	120
The Luke Apts	262	7 PM	61%	41%	101
Opportunity Building North	242	11 AM	14%	14%	207
QFC	234	11 AM	73%	73%	64
Peloton Apartments	201	7 PM	62%	46%	76
Platinum Parking Veloce Apts	198	9 AM	39%	36%	121
24-Hour Fitness	176	7 PM	85%	44%	26

Figure 14: Off-street Peak Parking Hour of Occupancy — Downtown



3.5 Overall Downtown Peak Parking Occupancy

Figure 15 shows the combined occupancy for both on- and off-street parking spaces at 11 AM.

Figure 15: Overall Peak Parking Hour Occupancy — Downtown

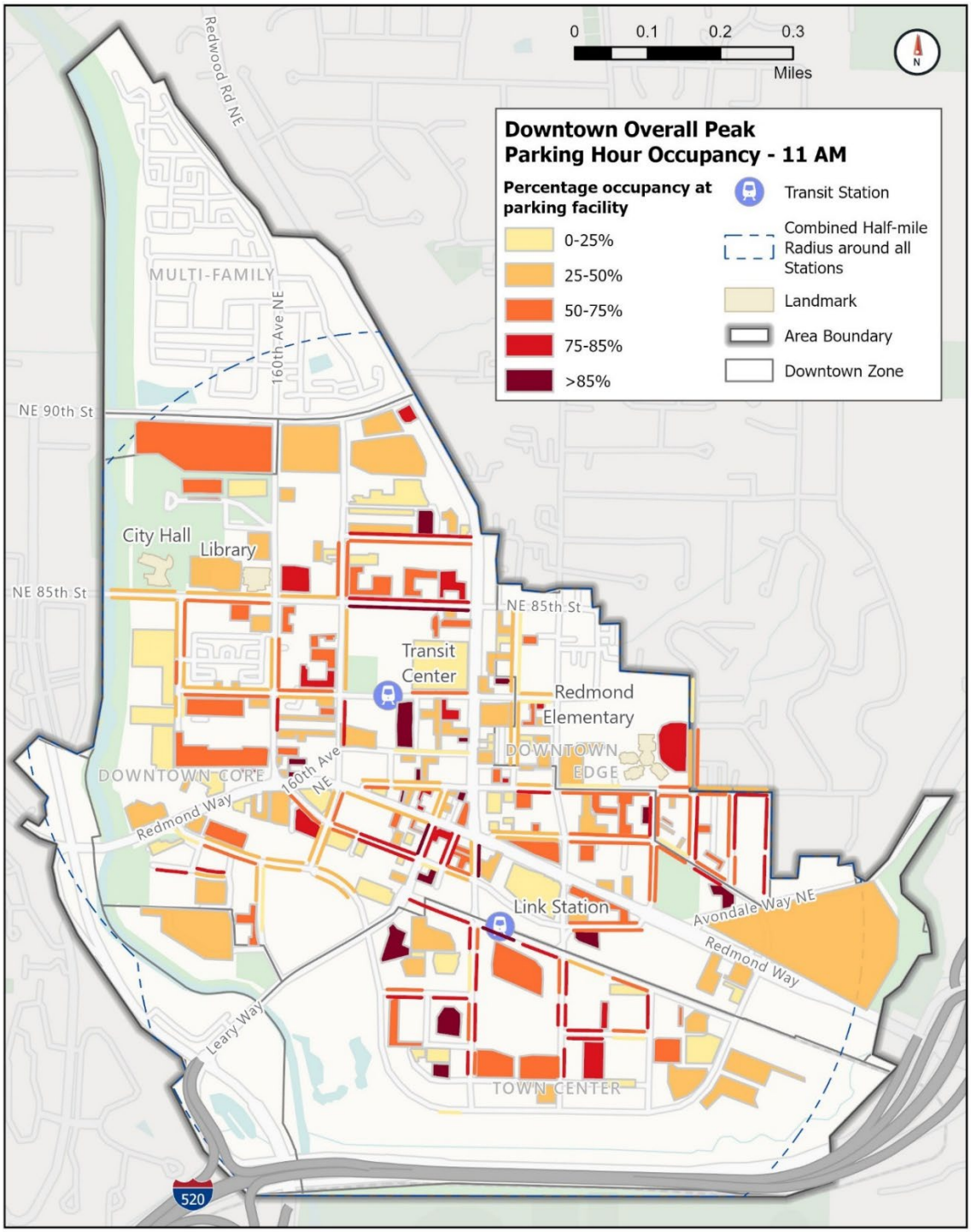


Table 12: Summary of Parking Occupancy — Downtown

Zone	On-street			Off-street		
	Total Spaces	Peak Parking Occupancy	Available Spaces at Peak Hour	Total Spaces	Peak Parking Occupancy	Available Spaces at Peak Hour
Downtown Core	697	70%	212	7830	59%	3244
Downtown Edge	241	60%	97	1015	61%	401
Town Center	195	92%	16	2864	61%	1113

4. Overlake Village Parking Data

4.1 Overlake Village

Overlake Village urban center, shown in Figure 16, is known for hosting many of Microsoft's office buildings. The southernmost neighborhood of Redmond lies just southwest of Downtown, with Marymoor Village and Idylwood to its east, Grass Lawn to its northwest, and the City of Bellevue to its west. SR 520, on the edge of Downtown, cuts through Overlake Village from north to south. The western boundary runs along 148th Ave and the eastern boundary runs along the West Lake Sammamish Parkway and Bel-Red Road. The 20th St bookends the neighborhood on the south.

Much of the northern area is covered with dense foliage and houses, with more apartment buildings south of that. Overlake Village has a higher mix of single-family housing; there are about 1100 houses and 1900 multi-family units. Most of the remaining neighborhood contains office buildings.

Two out of the four 2 Line extension stations are in Overlake Village, underscoring its importance as an transportation and employment hub.

4.2 Overall Overlake Parking Inventory

Overlake Village has a total of 6,769 parking spaces distributed between on-street sites and off-street facilities. Figure 17 shows the distribution of all parking locations. Microsoft occupies a large number of buildings in the central Business and Advanced Technology zone, and parking for these offices is not considered in this report. Consequently, nearly all the parking locations surveyed are in multi-family and the southern "Overlake Village" zones.

Table 13 shows a summary of parking inventory in Overlake Village distributed among on-street and off-street parking. The table also shows the number of on-street segments surveyed and the percentage of public and private spaces surveyed.

Table 13: Total Parking Inventory — Overlake Village

Parking type	No. of Locations	No. of Parking Spaces	Percent of Overall Parking Supply
On-street	16	134	2%
Off-street	92	6,635	98%
Public	*2*	*579*	*9%*
Private	*90*	*6,056*	*89%*

Figure 16: Overlake Village, Redmond

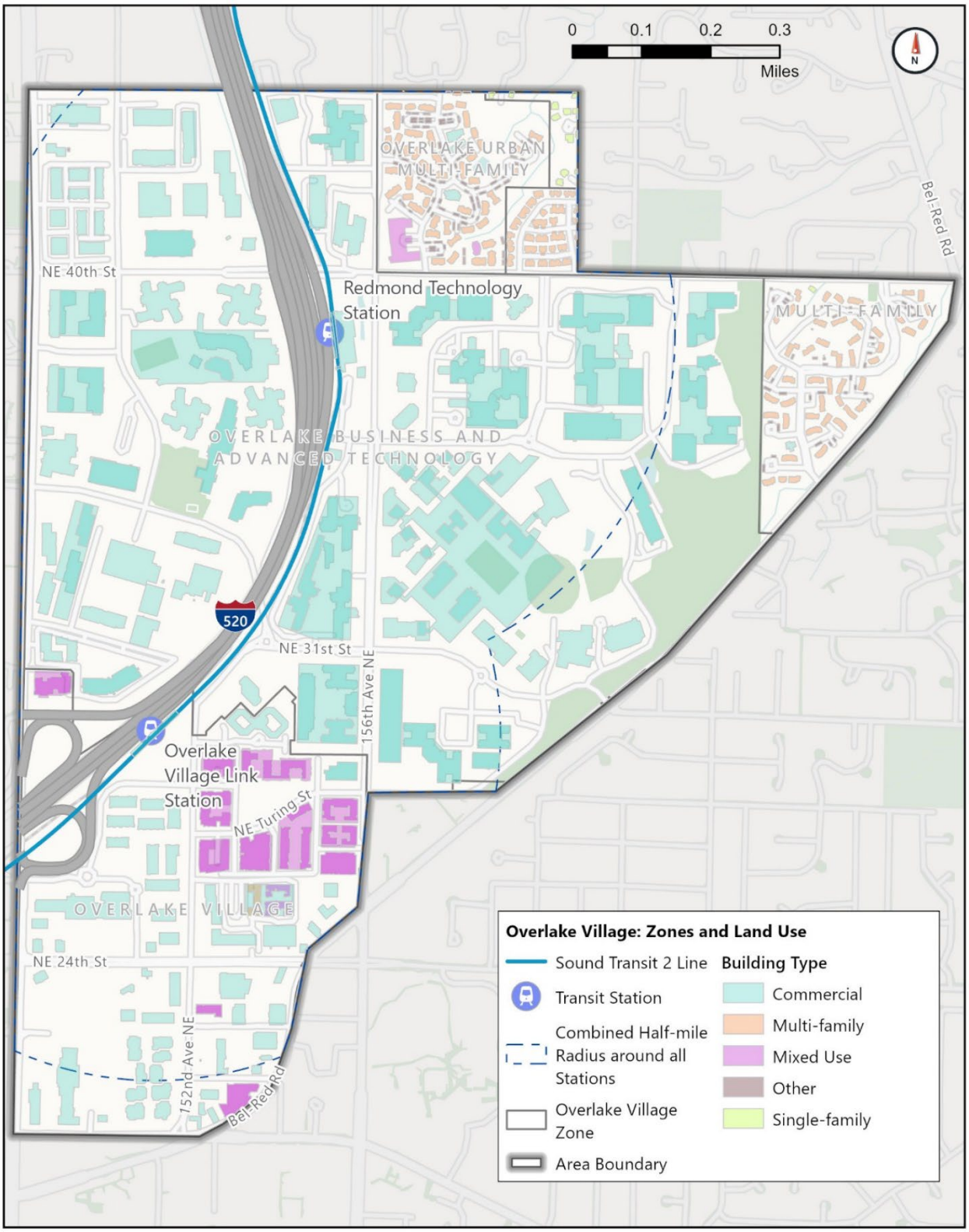
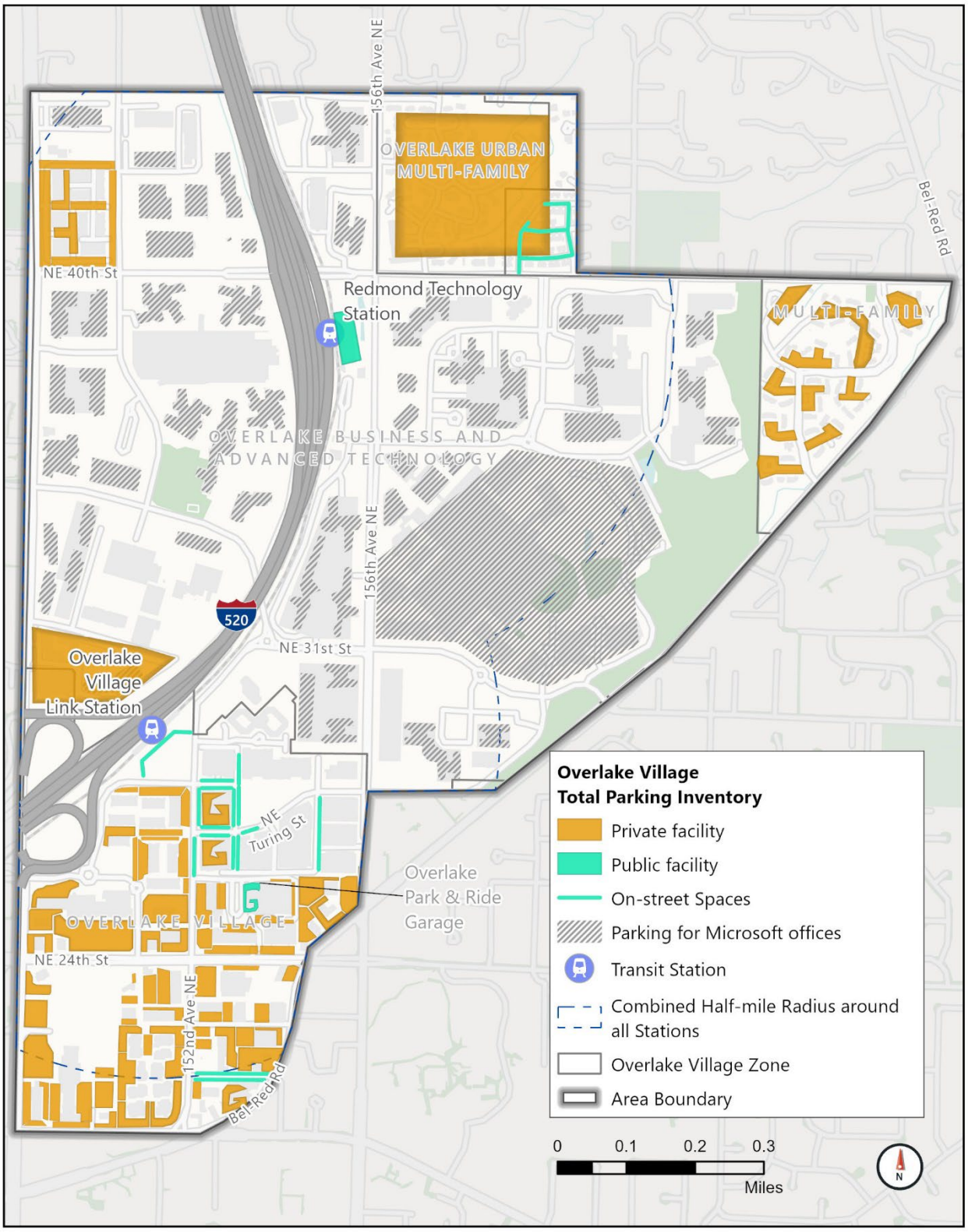


Figure 17: Total Parking Inventory — Overlake Village



4.3 Overlake On-street Parking

4.3.1 On-street Inventory

Overlake Village has 134 on-street spaces. Figure 18 on the following page shows the distribution of on-street spaces. Many of the streets including arterials and collector roadways directly serving the surveyed areas do not have on-street parking supporting the adjacent land-uses. This difference in design is reflected in the limited presence of on-street parking to just the Overlake Village and Multi-Family zones.

Table 14 presents a distribution of the parking spaces into access types. 129 out of 134 spaces are unrestricted parking with no time limits, three are loading zones, and two are for emergency vehicles only. In contrast to Downtown, there are zero restricted, ADA-only, and permit spaces in Overlake Village. The majority of the on-street parking is around the recently re-developed "Esterra Park". Future development of Overlake Village will likely follow similar development patterns.

Table 14: On-street Parking Inventory by Type – Overlake Village

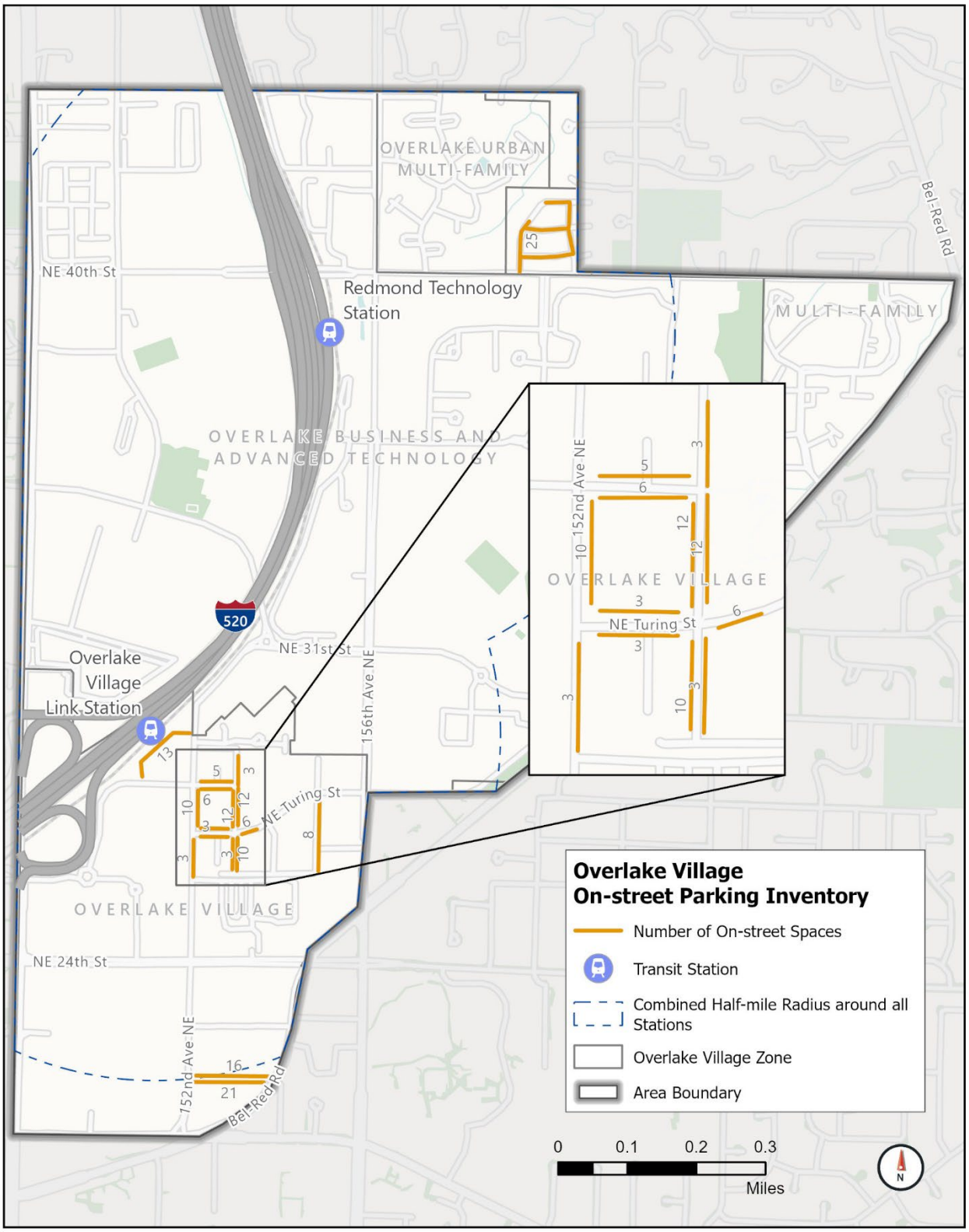
Parking space type	Number of spaces	Percent of total
Unrestricted parking	129	95.8%
30-min loading zone	3	2.5%
Emergency vehicle only	2	1.7%
Total inventory	**134**	**100%**

Table 15 shows a summary of on-street parking distributed among Multifamily block and Overlake Village.

Table 15: Summary of On-street Parking — Overlake Village

Overlake Village Zone	Number of locations	Number of parking spaces
Overlake Village	15	109
Multi-Family	1	25

Figure 18: On-street Parking Inventory — Overlake Village



4.3.2 On-street Occupancy

Figure 19 shows the occupancy levels for every hour at all on-street segments in Overlake Village. In contrast to Downtown, parking occupancy reaches its peak in the evening at 7 PM. This is well after the commute-related peak hours and nearly reaches the 85% occupancy threshold. The lowest occupancy is observed at 3 PM with 65% of all the spaces occupied.

Figure 19: On-street Parking Spaces Occupancy – Overlake Village

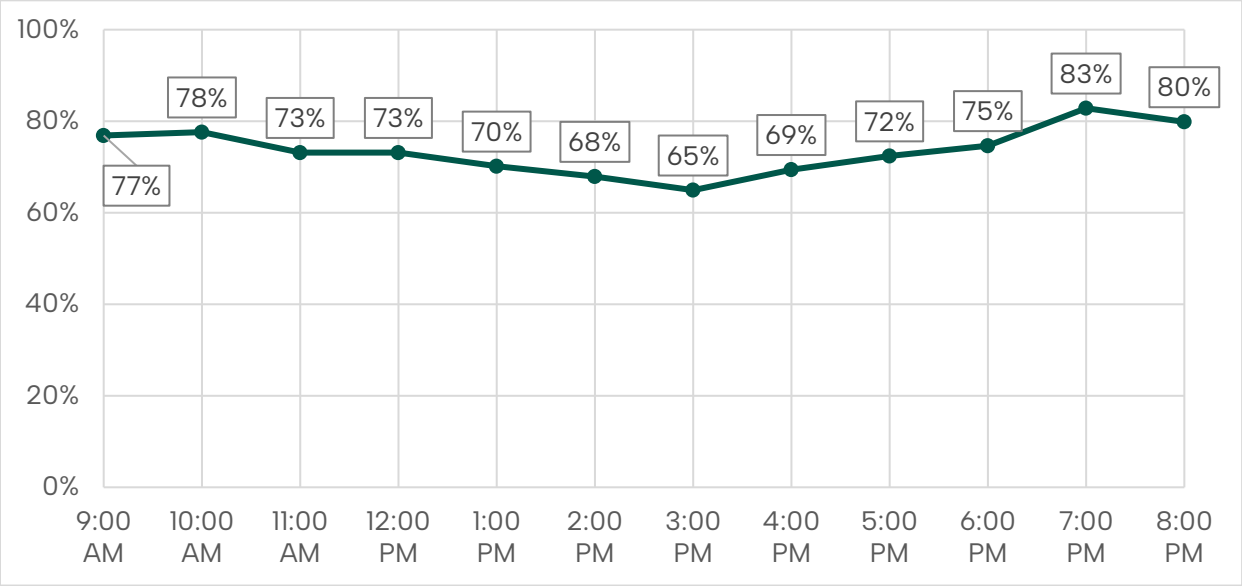
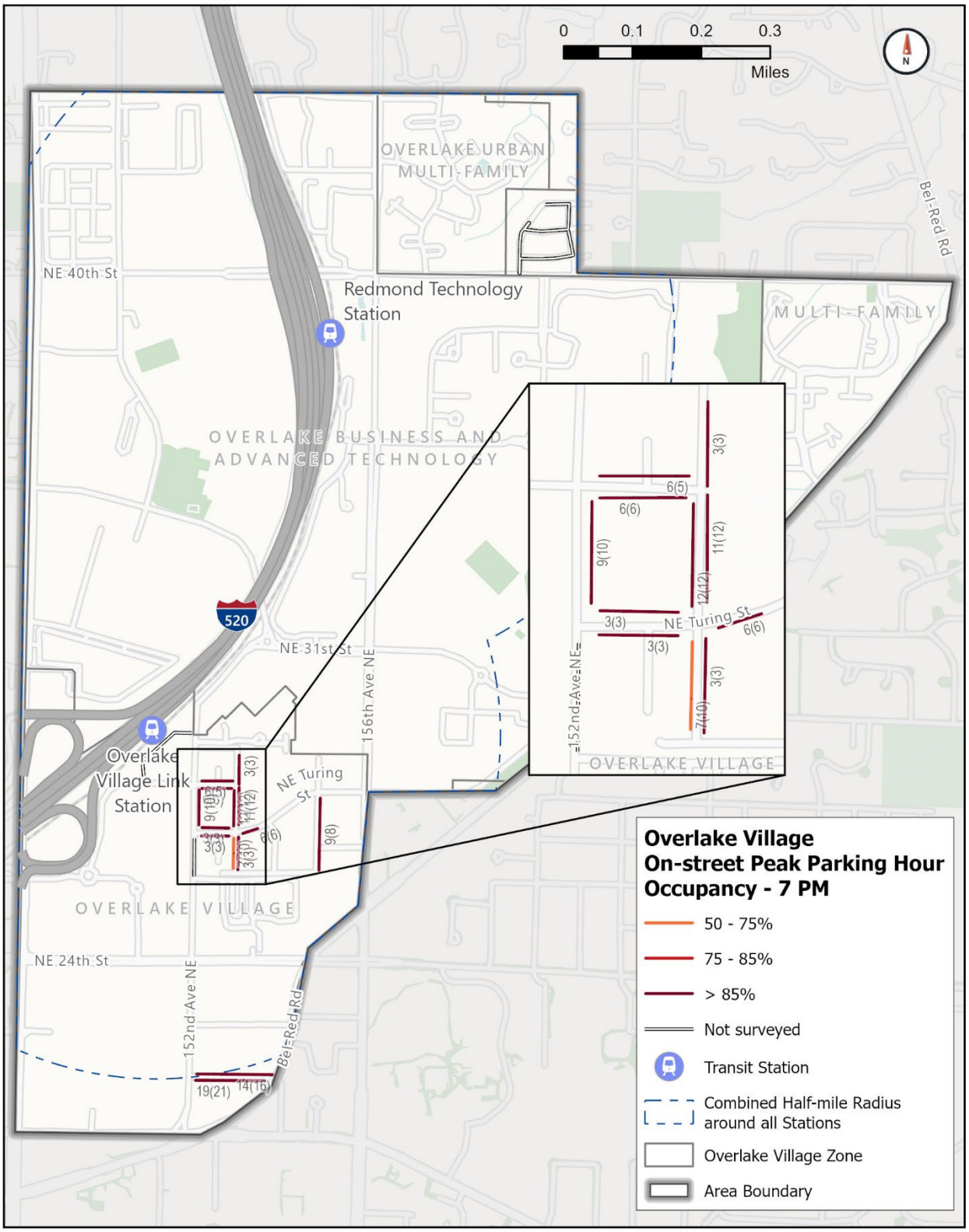


Figure 20 shows the area's parking occupancy levels by mapping it for the peak parking hour at 7 PM. It must be noted that occupancy data is unavailable for a few locations as these were not included in the follow-up survey; these are marked as "**Not surveyed**" in the map.

As shown in Figures 18 and 19, the streets surveyed near the Overlake Village Link Station are predominantly surrounded by multifamily housing. This occupancy data reveals a pattern of usage that peaks in the morning and evening, indicating that residents park their vehicles on the streets as well as in on-site parking facilities. During the middle of the day, parking occupancy drops to 65%, suggesting that some residents move their vehicles to run errands or make trips during this time.

Figure 20: On-street Peak Parking Hour Occupancy — Overlake Village

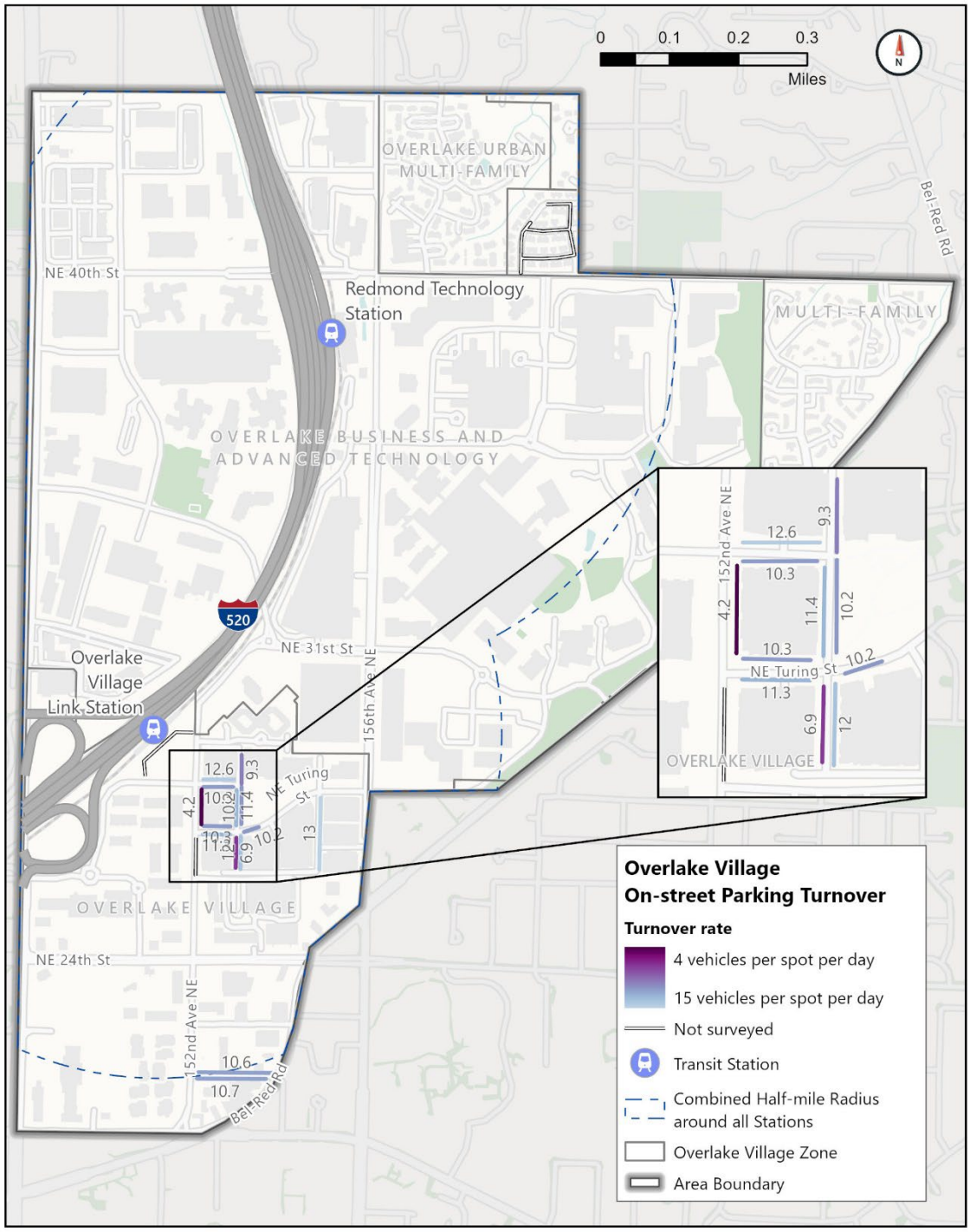


Except for the street segment of Calder Ave NE between NE Turning St and NE Hopper Street, all surveyed segments were observed at 85% or more occupancy at 7 PM (peak hour).

4.3.3 Turnover Rate

While Figure 19 earlier showed that occupancy is high throughout the survey period, the map in Figure 21 shows that this is not because the cars are parked for longer durations at the on-street spaces which do not have time restriction. Instead, the turnover ranged between 4 and 15 per spot per day, with an average rate of 10. That means that every on-street space experienced at least four cars parked throughout the survey period, indicating more efficient usage compared to Downtown.

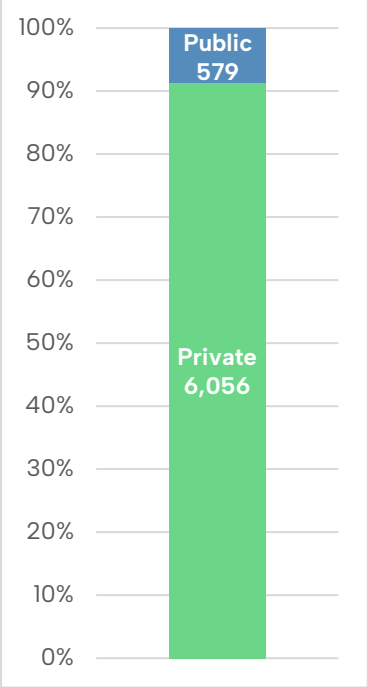
Figure 21: On-street Parking Turnover — Overlake Village



4.4 Overlake Off-street Parking

4.4.1 Off-street Inventory

Figure 22: Off-Stret Parking Inventory by Ownership – Overlake



Overlake Village is dominated by office buildings. Therefore, off-street parking facilities dominate the supply of parking too. Compared to the 118 on-street spots, there are 6,635 off-street spaces. In other words, for every on-street spot, there are 56 spaces located in off-street facilities. More than 90% of these are privately-owned, while less than 10% are present in publicly owned facilities (Figure 22). The 579 public off-street spaces are present in two structures for commuters — the Sound Transit Light Rail Redmond Tech Station and the King County Metro Overlake Park and Ride Garage.

This study did not collect data on Microsoft's private parking facilities, but Microsoft is estimated to have 6,500 spaces in their campus garages and an additional 390 spaces in surface lots.

4.4.2 Off-street Occupancy

Unlike the late evening peak occupancy observed for on-street spaces, the off-street facilities follow a more expected peak hour trend during the day. However, overall occupancy itself is low, going only as high as 37% at around 11 AM and down to 24% at 7 PM (Figure 23). Noticeably, these are much lower values than those observed in Downtown Redmond.

Table 16 shows the inventory and peak occupancy levels for Overlake Village. Unlike in Downtown, the peak occupancy hours vary between land use types, with residential especially peaking late in the evening. Furthermore, parking for retail dominates the supply.

Table 16: Inventory at Peak Hour Occupancy by Land Use — Overlake Village

Land Use	Inventory	Peak Occupancy
Residential	1590	53% at 7 PM
Office	1337	40% at 11 AM
Retail (stores, restaurants)	2747	35% at 1 PM
Other (hospital, hotel, public parking, government / public buildings)	961	32% at 11 AM

A note on residential parking

Similar to the analysis for Downtown, off-street residential parking in Overlake Village follows its own trend. Out of the total of 6,635 off-street spaces, 1,590 (24%) are exclusively for residential buildings. Unlike the overall occupancy trend, residential parking peaks in the morning and late in the day.

Figure 23: Off-street Parking Occupancy — Overlake Village

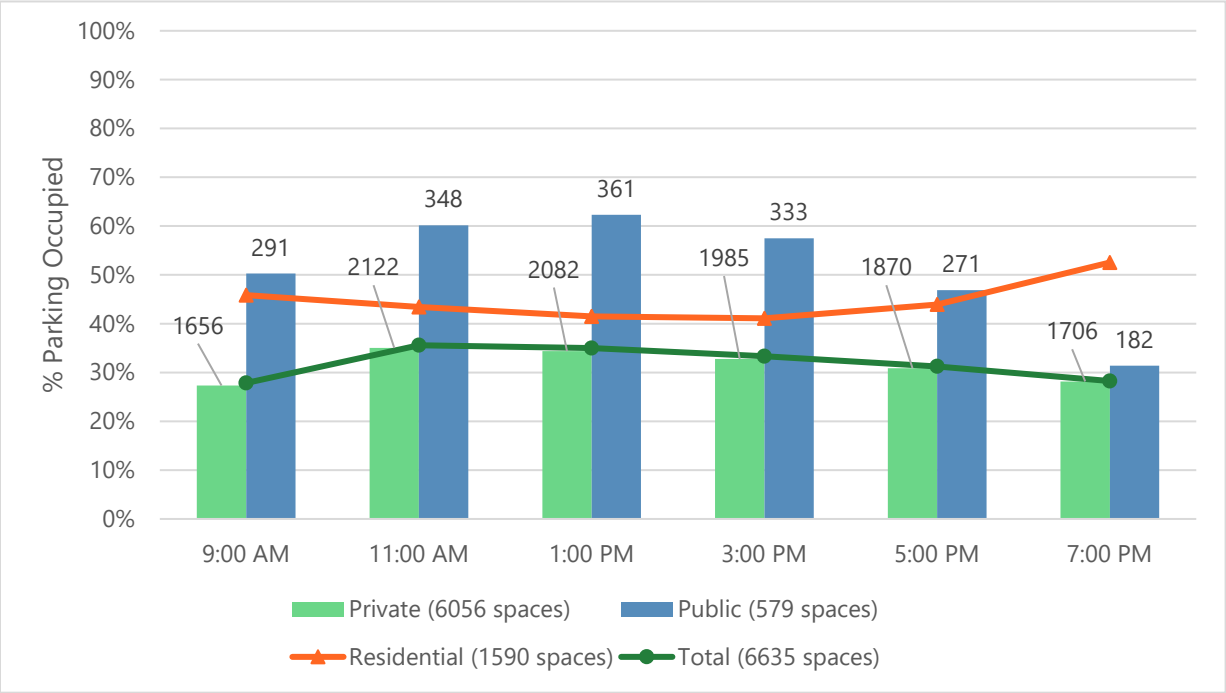


Figure 24 shows the locations of these facilities. As expected, the Business and Advanced Technology zone is mostly dominated by Microsoft parking, except for the Sound Transit garage and cluster of spaces on the west side next to 150th Ave and NE 40th St. The remaining locations are clustered at the edges of the area, in the Overlake Village zone, which is more commercial oriented, in the south and the Multi-Family zone in the east.

Figure 25 shows the spatial distribution of occupancy at the peak parking hour, 11 AM. The south end, which as mentioned before is more commercial oriented, has on average lesser occupancy (with a few exceptions) than the facilities in the multi-family zone on the east side.

Since the survey does not include exclusive parking for Microsoft office buildings, a majority of parking facilities observed with more than 85% occupancy were part of residential mixed-use building, where parking is occupied at a higher rate compared to commercial office type uses.

Figure 24: Off-street Parking Inventory — Overlake Village

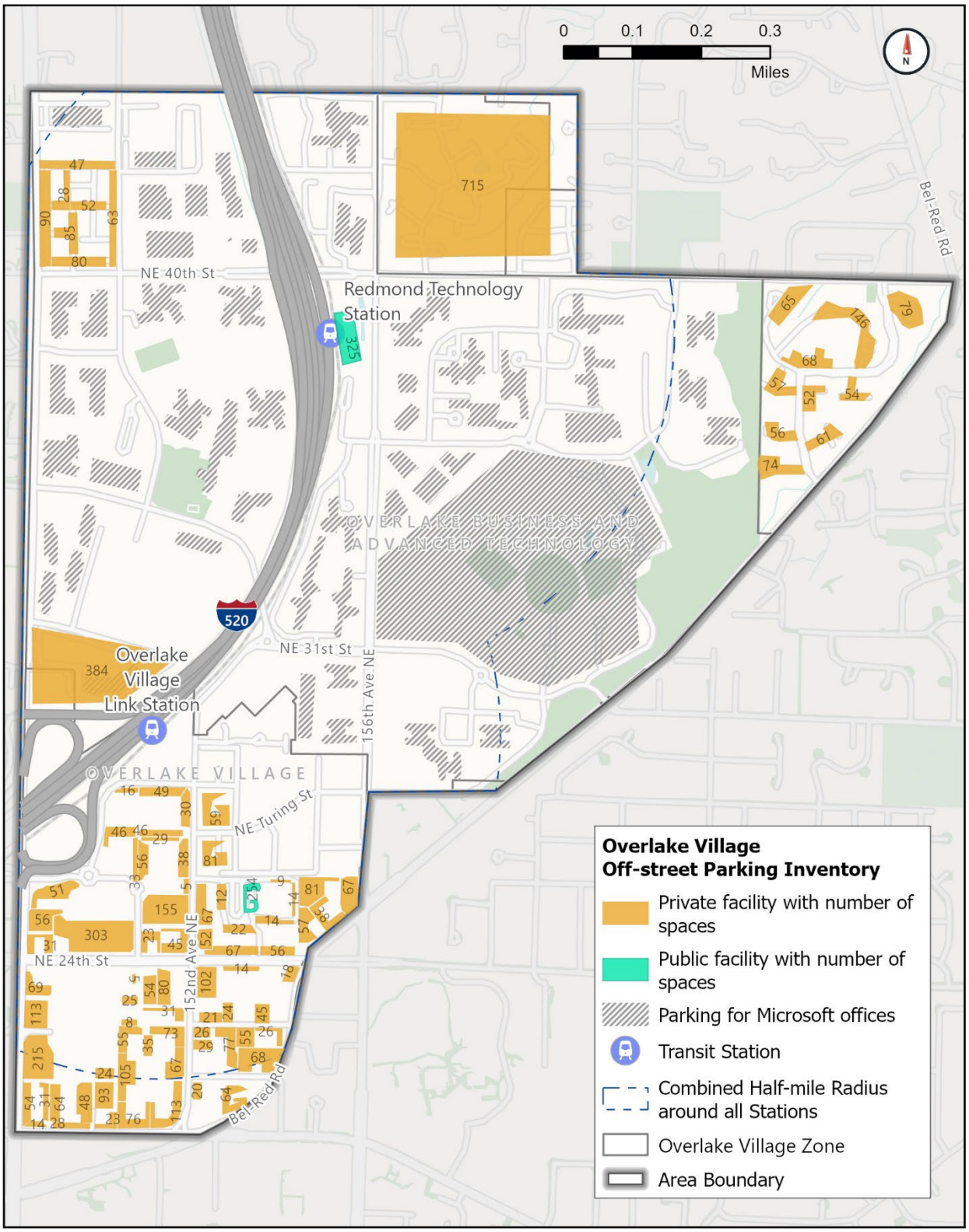


Figure 25: Off-street Peak Parking Hour Occupancy — Overlake Village

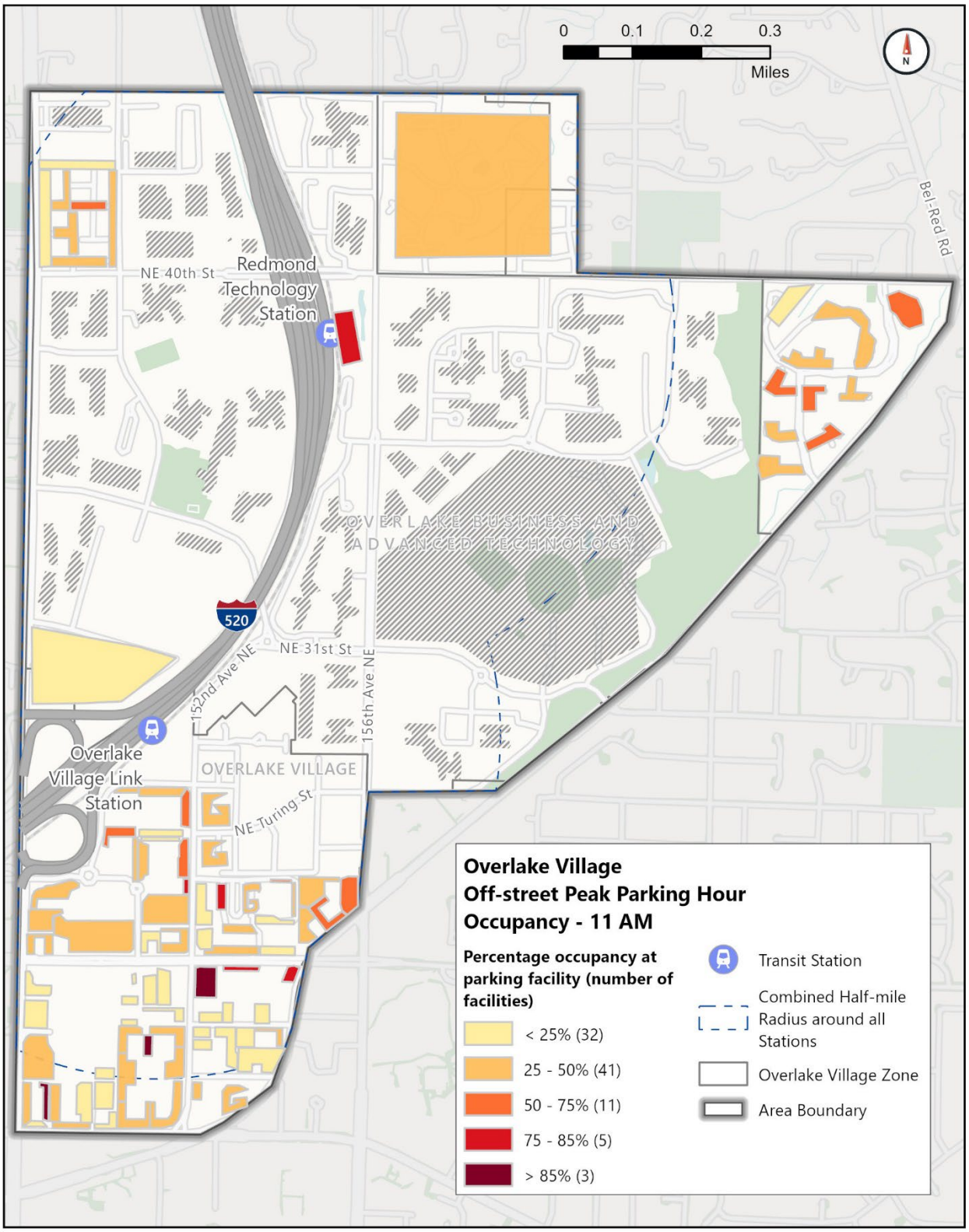


Table 17 shows parking occupancy at prominent parking facilities surveyed in the Overlake Village.

Table 17: Peak Hour Parking Occupancy of the Prominent Parking Facilities

Public facility	Inventory	Peak occupancy	Remaining Capacity
Redmond Technology Station	325	82% at 1 PM	58
Overlake Park & Ride Garage	254	51% at 7 PM	124
Private facility	**Inventory**	**Peak occupancy**	**Remaining Capacity**
Eaves/Harper Hill/Timberlawn Apartments	715	46% at 11 AM	389
Bright Horizons/Microsoft 109	384	5% at 11 AM	365
Safeway	303	46% at 7 PM	164
Overlake Plaza- Main Parking Lot	215	44% at 5 PM	121
Overlake Business Center-Building 17	155	47% at 11 AM	82

4.5 Overall Overlake Peak Parking Occupancy

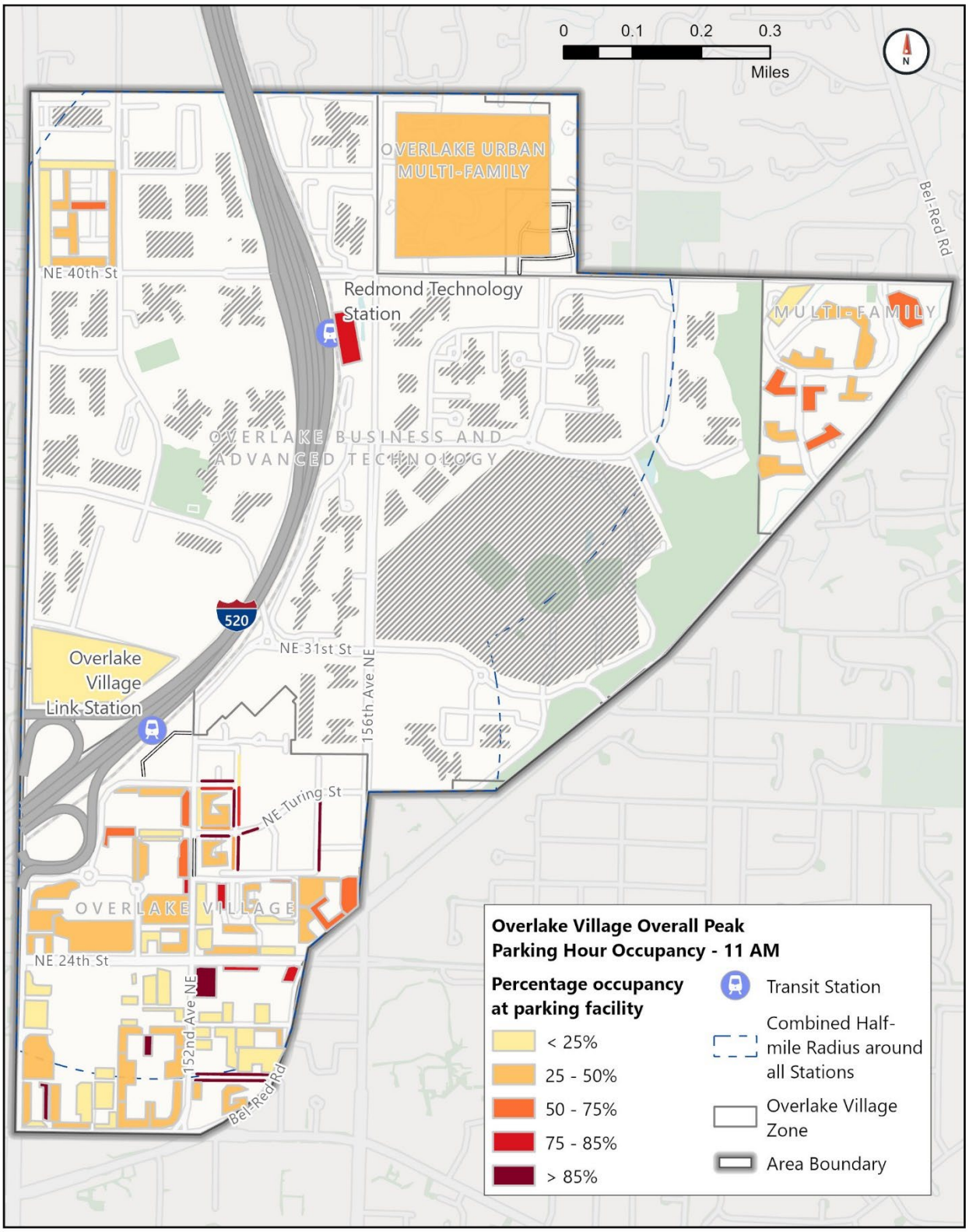
Figure 26 shows the combined occupancy for both on- and off-street parking spaces at 11 AM.

Table 18 shows a summary of on-street and off-street public and private parking spaces during peak parking occupancy and available spaces to park during peak hour.

Table 18: Summary of Parking Occupancy — Overlake Village

	On-street			Off-street		
Type	**Total Spaces**	**Peak Parking Occupancy**	**Available Spaces at Peak Hour**	**Total Spaces**	**Peak Parking Occupancy**	**Available Spaces at Peak Hour**
Public	134	83%	21	579	62%	2,301
Private	NA	NA	NA	6,056	35%	376

Figure 26: Overall Peak Parking Hour Occupancy — Overlake Village

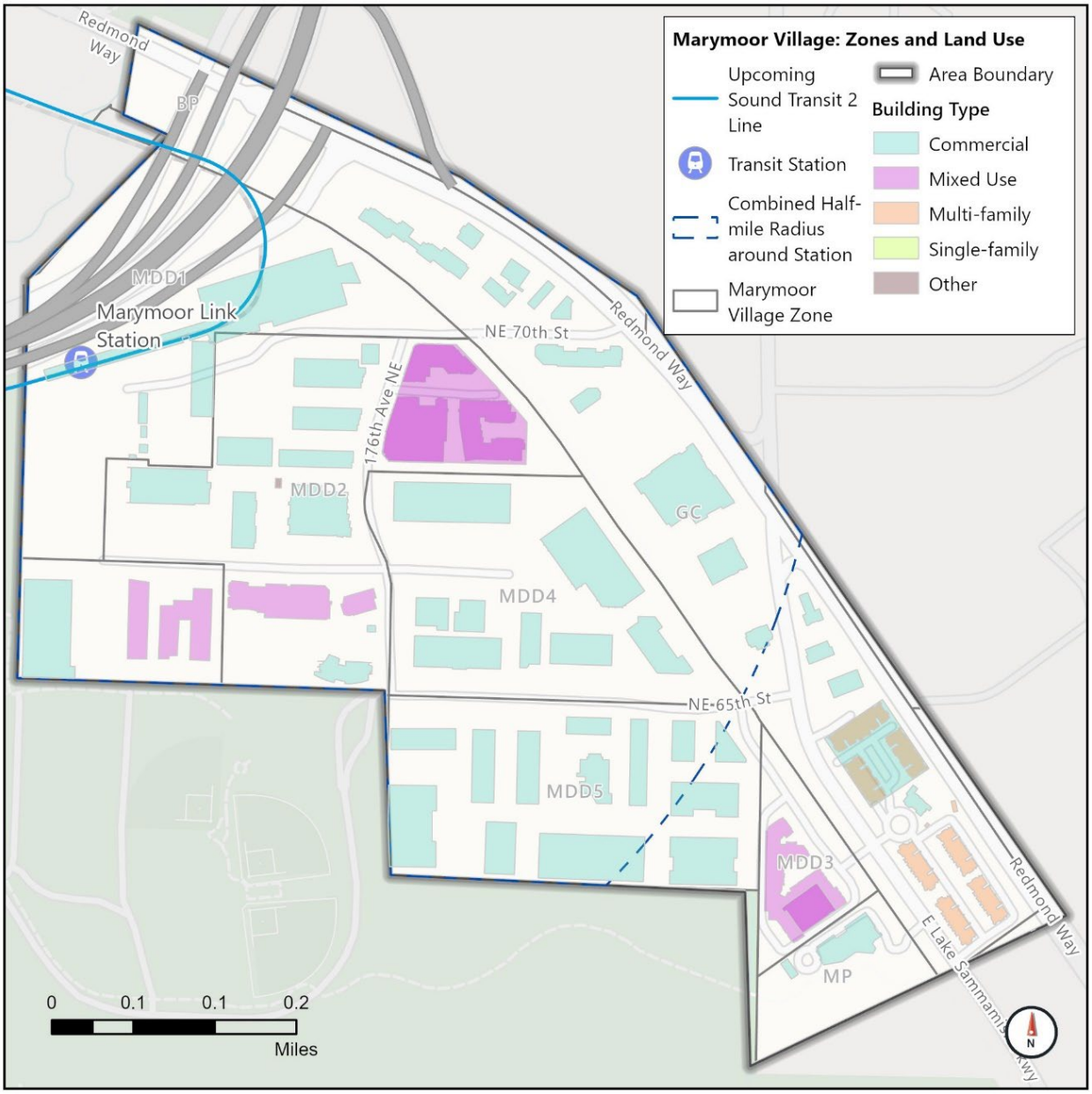


5. Marymoor Village

5.1 Marymoor Village

Marymoor Village is the smallest of the three neighborhoods included in this study. It is located between Downtown in the north and Overlake Village in the south. SR 520 runs along the northern boundary, Redmond Way along the eastern side, and the West Lake Sammamish Parkway along the western edge (Figure 27). The southern border of Marymoor Village is a large King County operated park.

Figure 27: Marymoor Village, Redmond



Development is mostly restricted to the northeast region, which is transitioning to a mix of office buildings, small businesses, and commercial operations in an area that has been predominantly industrial. The 2 Line extension has one station in Marymoor Village that can be considered as a middle point between Overlake Village and Downtown.

5.2 Marymoor Village Overall Parking Inventory

Marymoor Village is the smallest of the three areas and consequently also has the least parking capacity, with a total of 3,028 parking spaces distributed between on-street and off-street locations and facilities, as shown in Figure 28. Referring back to Figure 27, most of the neighborhood caters to commercial land use types, with a few mixed used properties, and apartment buildings in the southeastern end.

Table 19: Total Parking Inventory — Marymoor Village

Parking Type	No. of Locations	No. of Parking Spots	Percent of Overall Parking Supply
On-street	14	216	7%
Off-street	49	2,812	93%
Public	*1*	*77*	*3%*
Private	*48*	*2,735*	*90%*

Note: Two off-street public facilities, Sound Transit Garage (1,403 spaces) and Redmond Community Center (76 spaces), were under construction or inaccessible during this survey. Refer to the map on the next page for their locations.

Marymoor Village On-Street Parking

5.2.1 On-street Inventory

Marymoor Village has 216 on-street spaces for parking.

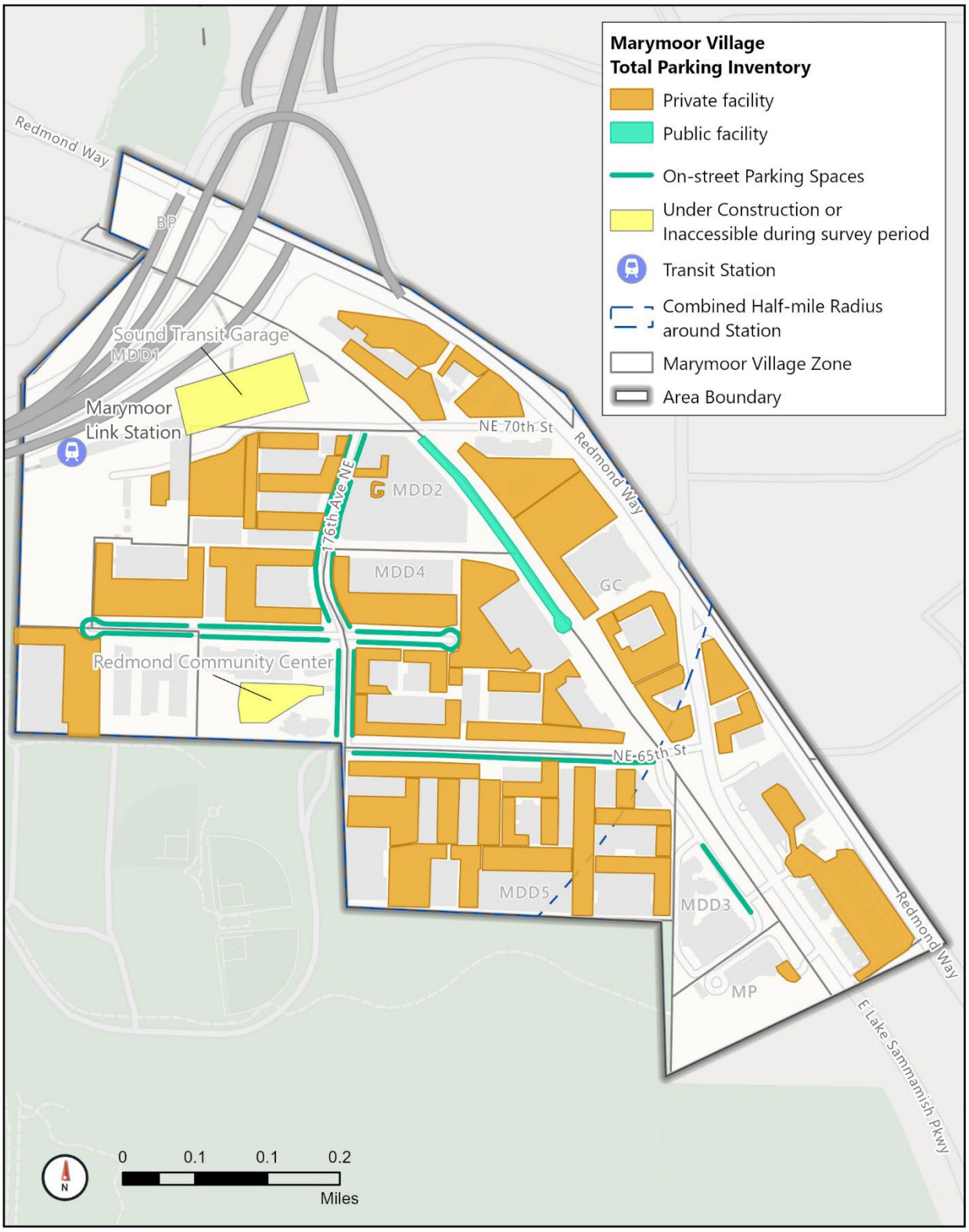
Table 20 shows that 180 open spaces are unrestricted, meaning that they do not have any limitations. Thirty-six spaces were unavailable for parking at the time of this survey due to construction-related activities and are left out of further analysis.

Table 20: On-street Parking Inventory by Type – Marymoor Village

Parking space type	Number of spaces	Percent of total
Unrestricted parking	180	83%
Under construction	36	17%
Total inventory	**216**	**100%**

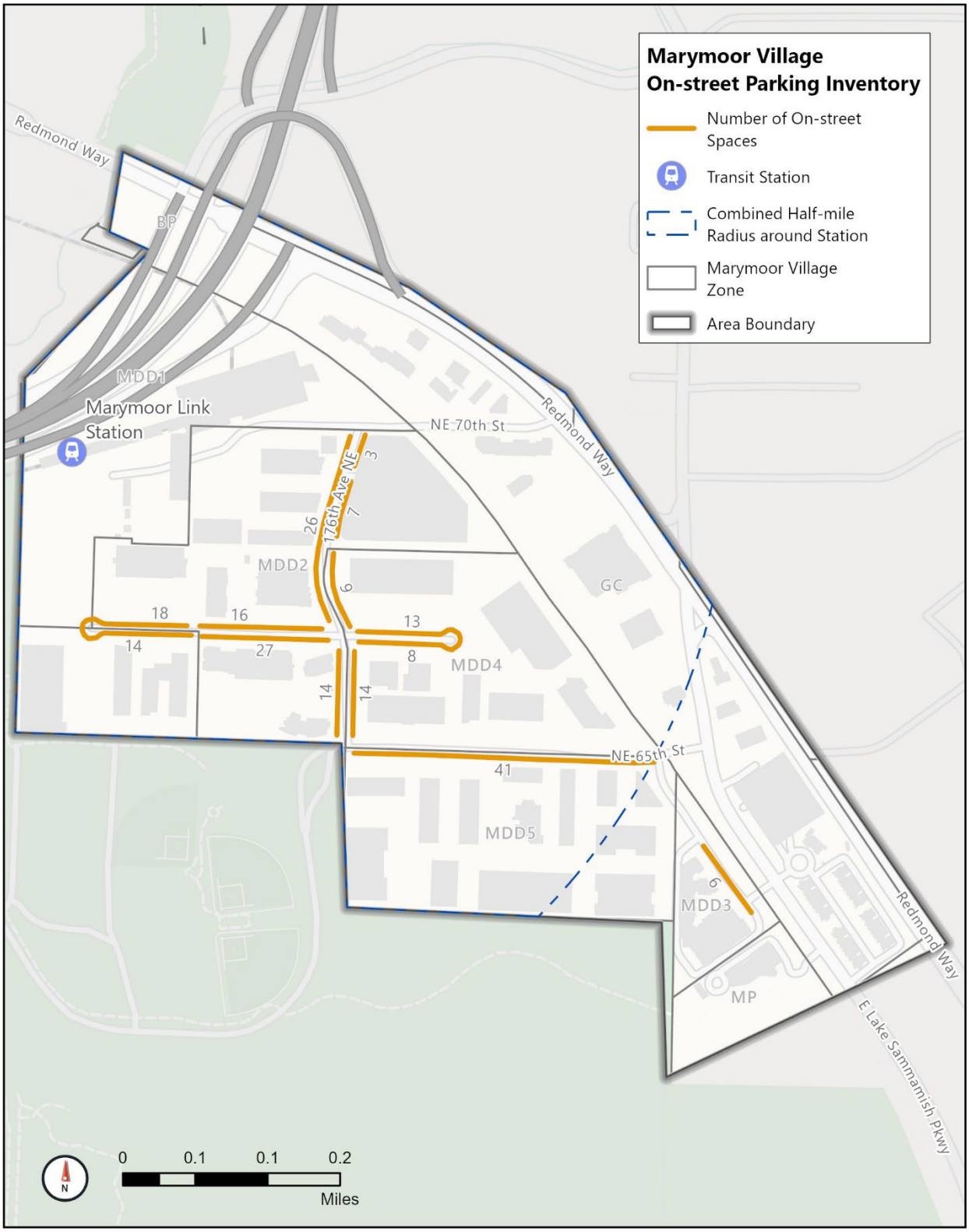
Figure 29 shows the distribution of the 180 on-street spaces in the area on commercial streets.

Figure 28: Total Parking Inventory — Marymoor Village



Note: Sound Transit Garage near SR 520 is marked as "Under Construction"; when this survey was conducted in late 2024, the 1,403 spaces at that location were not yet open to the public. Similarly, 76 spaces at Redmond Community Center were inaccessible for this survey.

Figure 29: On-street Parking Inventory — Marymoor Village



5.2.2 On-street Occupancy

Figure 30 shows the average occupancy across all on-street spaces during the survey period from 9 AM to 8 PM. While both Downtown and Overlake Village had more than 50% occupancy, here the levels are much lower — nearly half in the morning, peaking at 50% at 11 AM, and then reaching low occupancy after 3 PM, hovering around 15% for the remainder of the period.

Figure 30: On-street Parking Spaces Occupancy – Marymoor Village

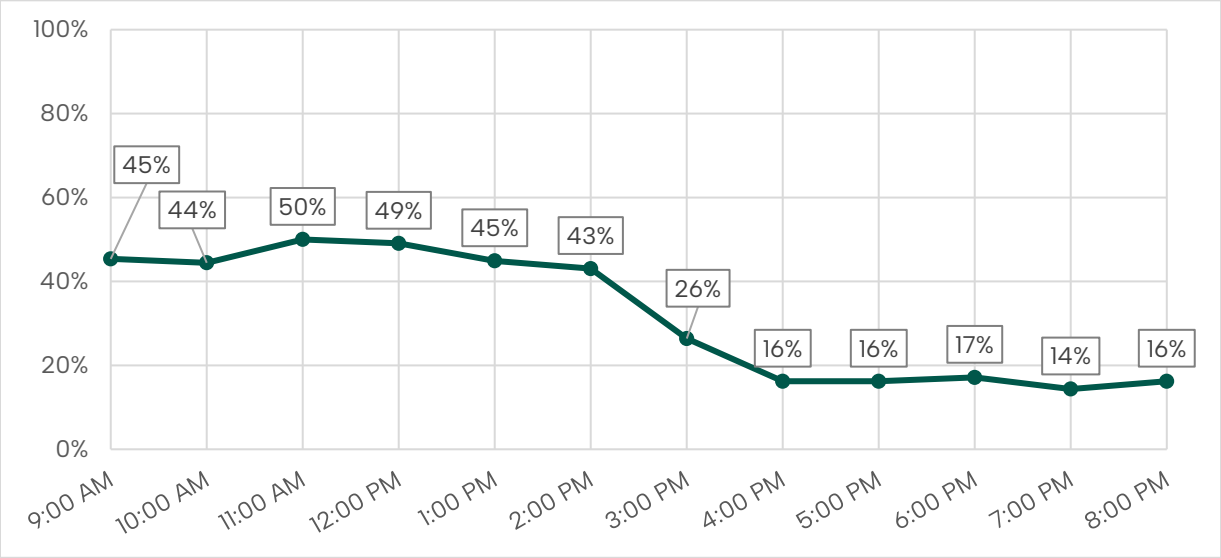


Figure 31 shows the spatial distribution of occupancy at peak parking hour, 11 AM. The collection of spaces closer to the upcoming 2 Line station is noticeably emptier and worth keeping in mind while planning for timed parking restrictions.

Street segments observed at 11:00 AM to be above 85% occupancy were:

- Both sides of NE 67th Court
- Both sides of 176th Avenue NE
- Westside of 180th Place NE

5.2.3 Turnover Rate

While Overlake Village had unrestricted parking but a high turnover rate (Section 4.3.3), it can be seen in Figure 32 that, in Marymoor Village, the turnover range is smaller (1–10 cars per spot per day) and more spatially varied. Thus, there is generally less efficient usage of on-street spaces in this area and vehicles may be parked for longer durations.

Figure 31: On-street Peak Parking Hour Occupancy — Marymoor Village

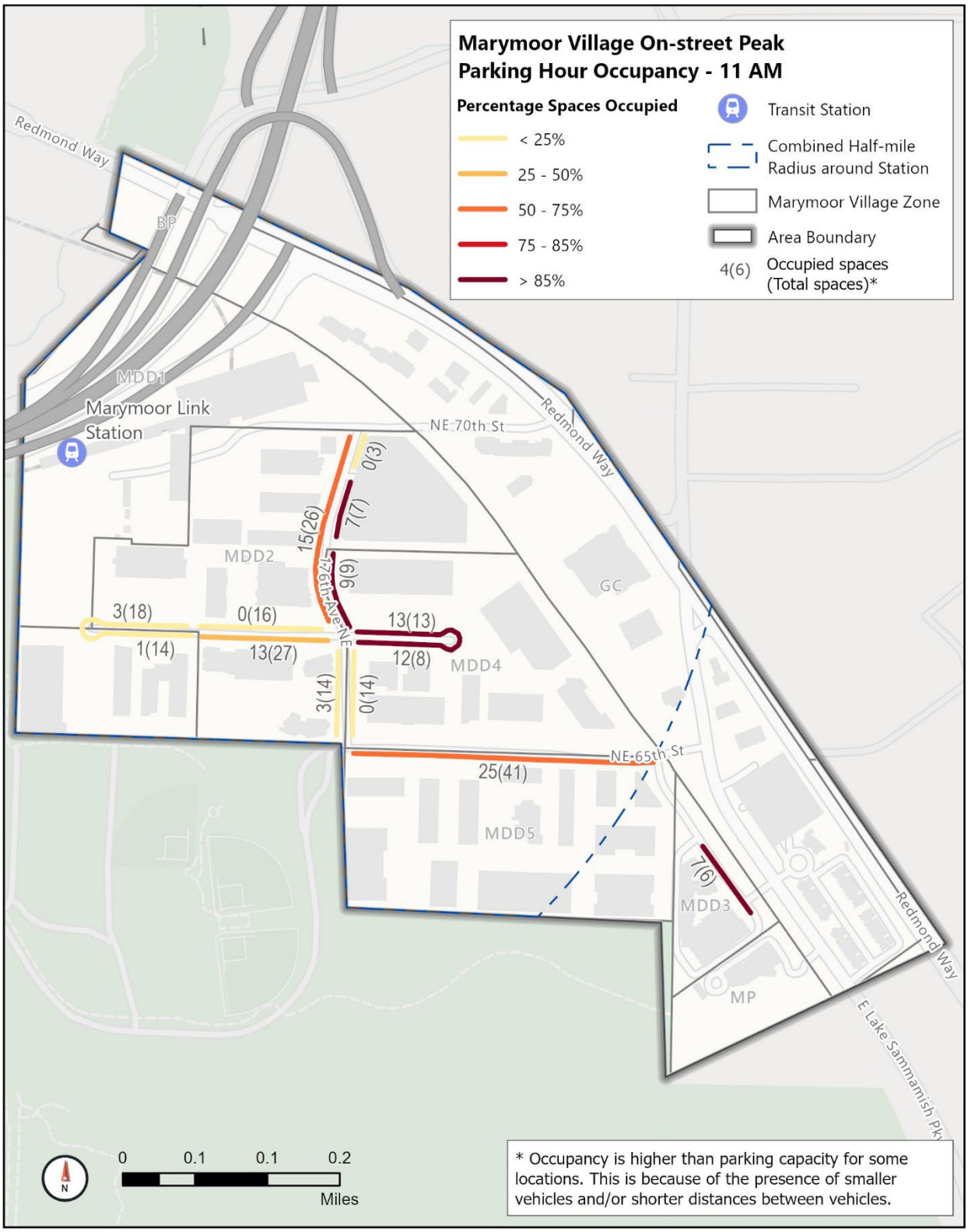
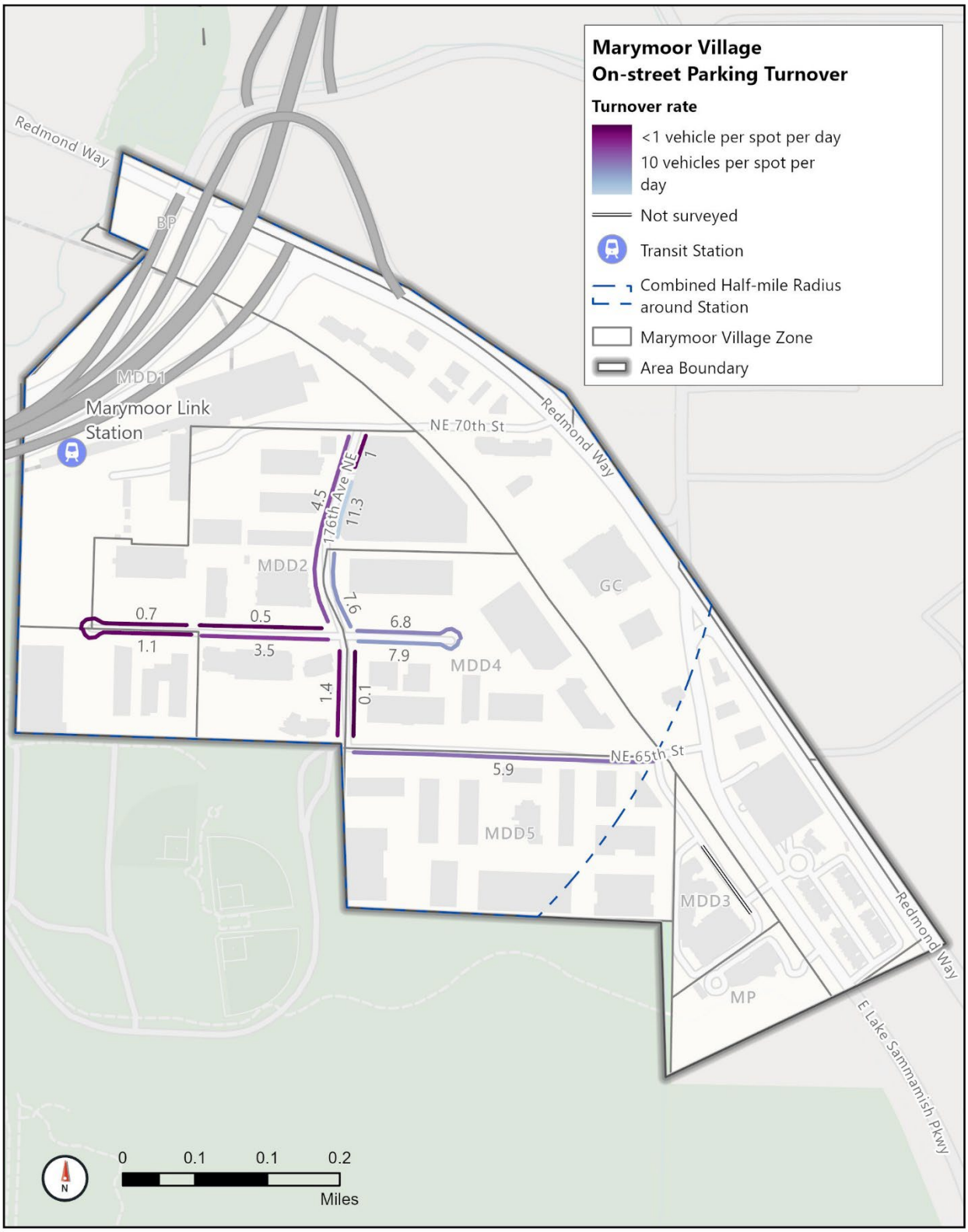


Figure 32: On-street Parking Turnover — Marymoor Village

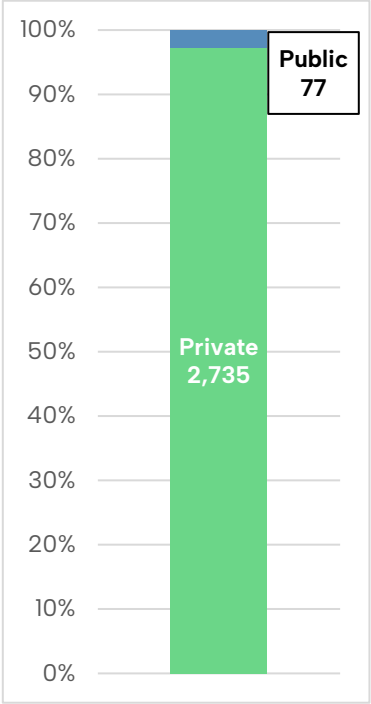


5.3 Marymoor Village Off-Street Parking

5.3.1 Off-street Inventory

Similar to Downtown and Overlake Village, most parking availability in Marymoor Village is in off-street facilities — 2,812 spaces, compared to 180 on-street ones. Put another way, for every on-street space there are about 15 off-street spaces. Similarly, the ownership of most of these spaces is private, with only 77 or less than 3% of the spaces being provided by public agencies (Figure 33).

Figure 33: Off-street Parking Inventory by Ownership – Marymoor Village



As noted earlier, these totals do not include two public facilities — Sound Transit Garage (1,403 spaces) and Redmond Community Center (76 spaces) — on account of being under construction and inaccessible during the survey, respectively.

5.3.2 Off-street Occupancy

Occupancy at off-street facilities is similar to that at on-street spaces in that the levels are low and go down further as the day progresses. They peak at 50% at 11 AM and go down to 28% at 7 PM. Figure 34 shows that, while private parking follows the overall trend, public parking shows a dramatic increase to 83% occupancy at 7 PM. This could possibly be because the 77 public spaces are in the East Lake Sammamish Trail parking lot, which is likely used for recreational purposes. On the other hand, the north end of this lot is also next to a multi-family housing complex, whose residents may be using this public lot to meet residential parking needs. Figure 35 shows the locations of the facilities. A closer look at the bigger locations point to the diversity of usage — the five biggest lots, each having 150 or more spaces, are at uses including Whole Foods, the Evangelical Chinese Church, Windsor Apartments, and the Muslim Association.

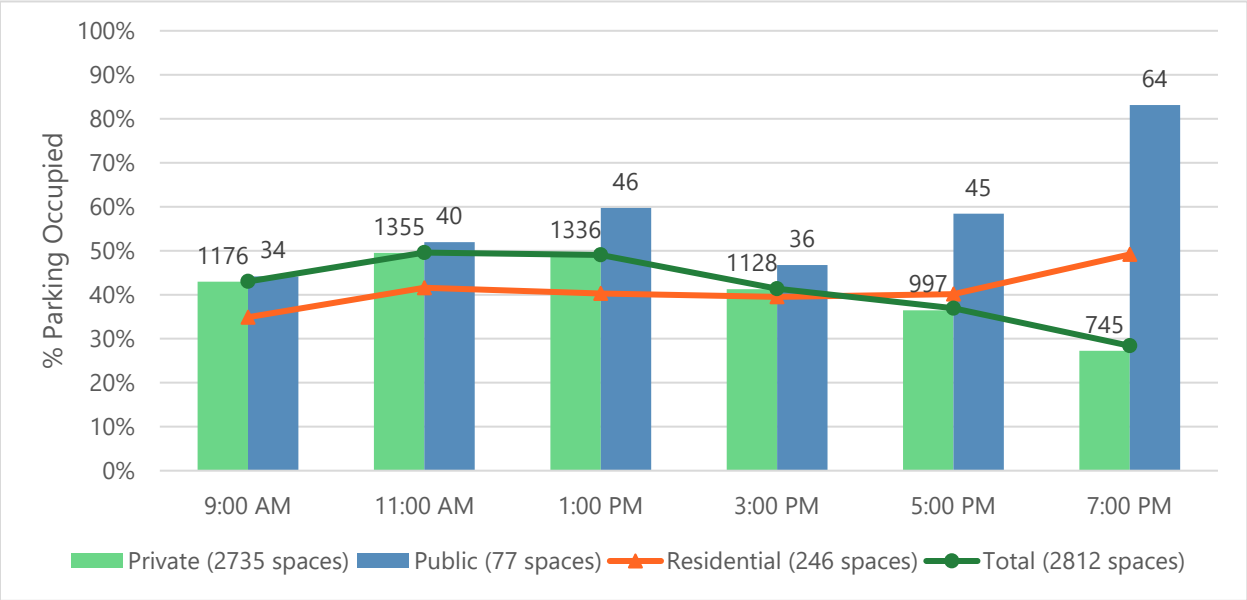
Figure 36 shows the spatial distribution of off-street occupancy at peak hour, 11 AM.

As for the previous two areas, the off-street parking facilities are categorized into Residential, Office, Retail, and Other in Table 21. Like Overlake Village, parking in Marymoor is mostly geared towards retail land use and clients, with occupancy peaking at 54% at 1 pm for this category.

Table 21: Inventory at Peak Hour Occupancy by Land Use — Marymoor Village

Land Use	Inventory	Peak Occupancy
Residential	246	64% at 7 PM
Office	541	44% at 11 AM
Retail (stores, restaurants)	1202	54% at 1 PM
Other (hospital, hotel, public parking, government / public buildings)	823	48% at 1 PM

Figure 34: Off-street Parking Occupancy – Marymoor Village



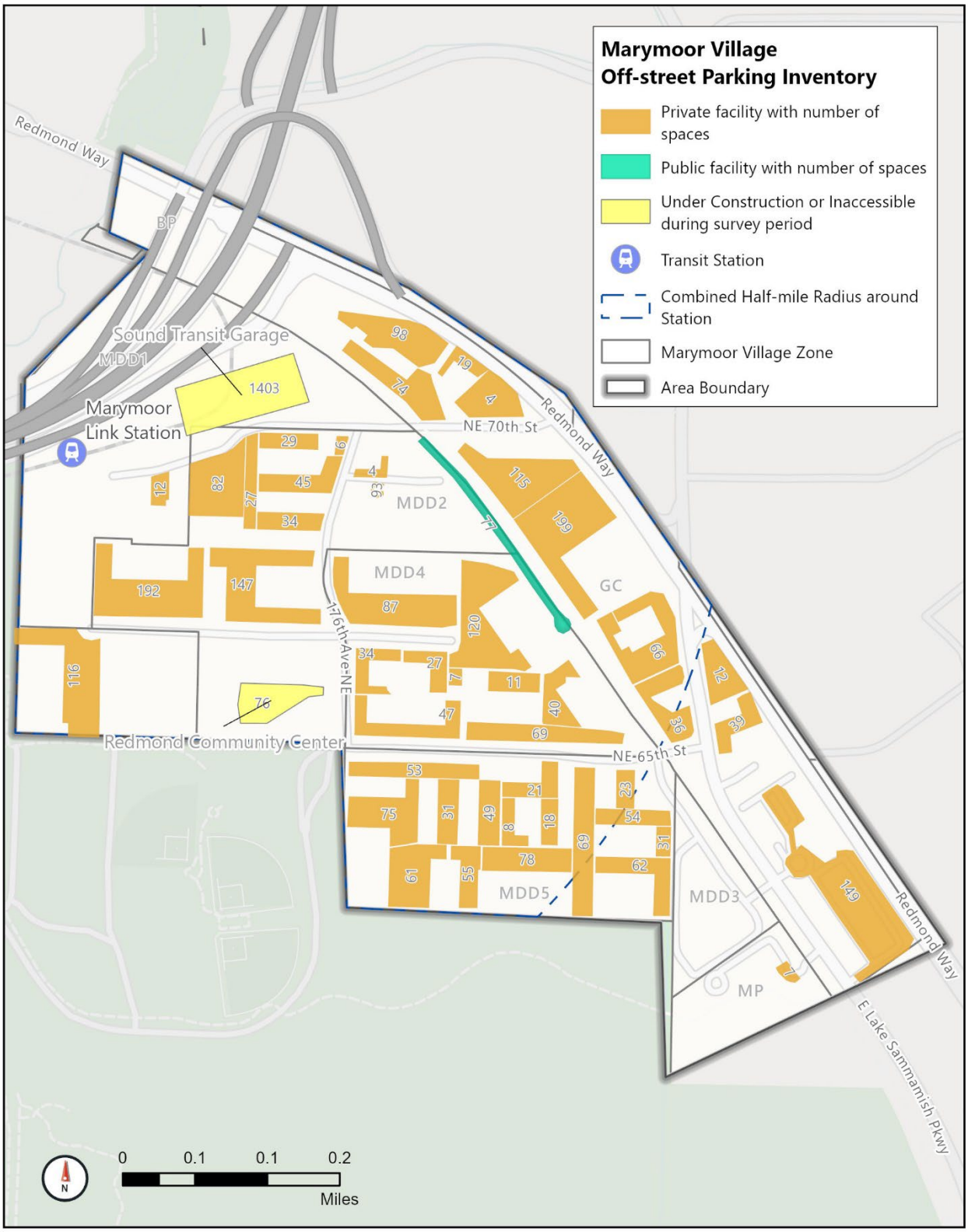
A note on residential parking: Compared to the two other larger study areas, Marymoor Village has only three residential buildings and attached parking facilities. Consequently, they make up a smaller percentage of overall parking capacity (9%). Yet, as the previous chart shows, they follow the same residential occupancy trend.

Finally, Table 22 shows the peak occupancy details of the five largest locations by parking space.

Table 22: Peak occupancy details for five largest locations

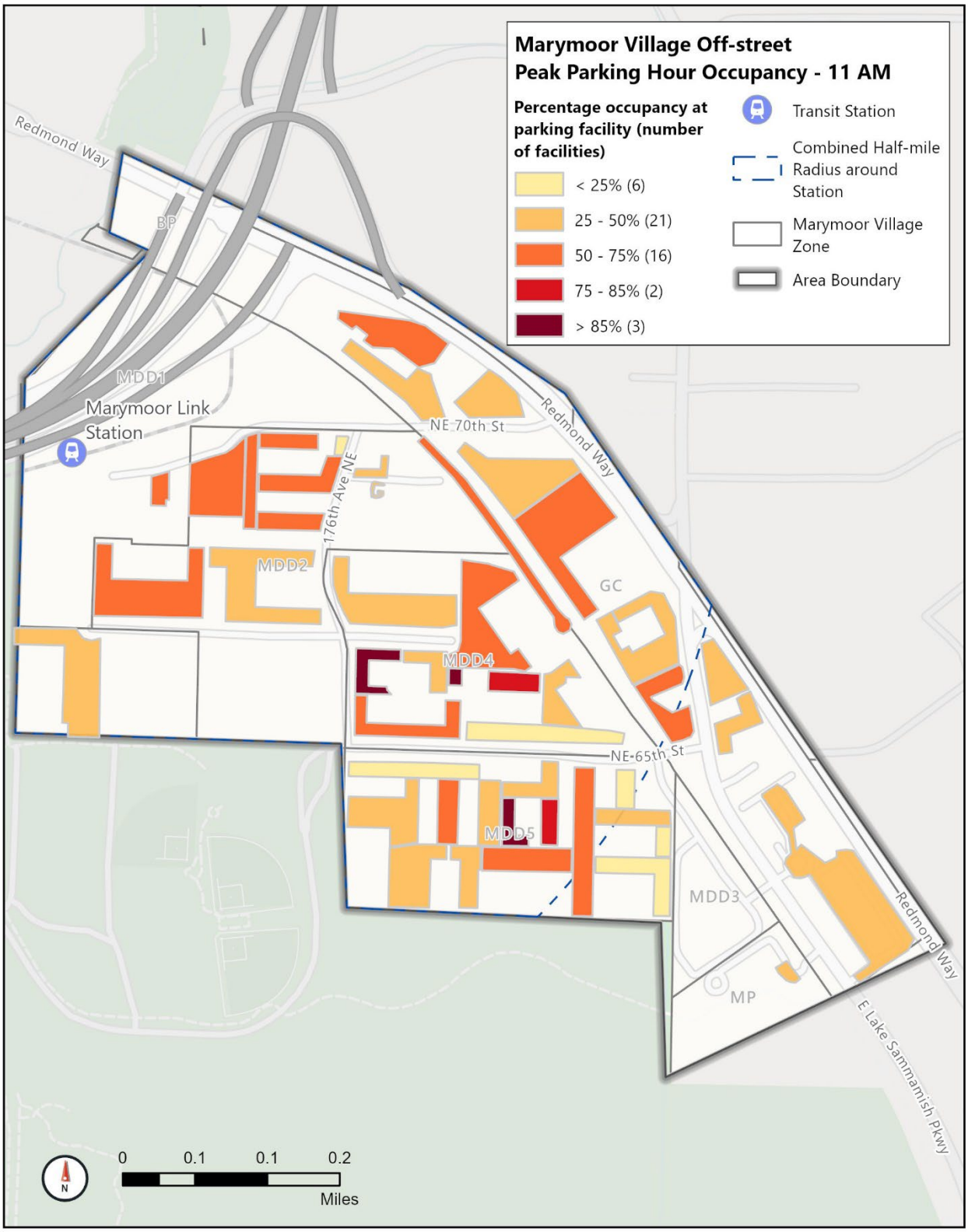
Location	Inventory	Average Peak Occupancy	Available Spaces at Peak Hour
Whole Foods	199	63% at 1 PM	74
Evangelical Chinese Church of Seattle	192	69% at 11 AM	60
Reflections by Windsor Apartments	149	54% at 7 PM	68
Muslim Association of Puget Sound	147	51% at 1 PM	72
17760 NE 67th Ct	120	51% 11 AM	59

Figure 35: Off-street Parking Inventory — Marymoor Village



Note: Two off-street public facilities, Sound Transit Garage and Redmond Community Center, were under construction or inaccessible during this survey.

Figure 36: Off-street Peak Parking Hour Occupancy — Marymoor Village



5.4 Overall Marymoor Village Peak Parking Occupancy

Figure 37 shows the combined occupancy for both on- and off-street parking spaces at 11 AM.

Figure 37: Overall Peak Parking Hour Occupancy — Marymoor Village

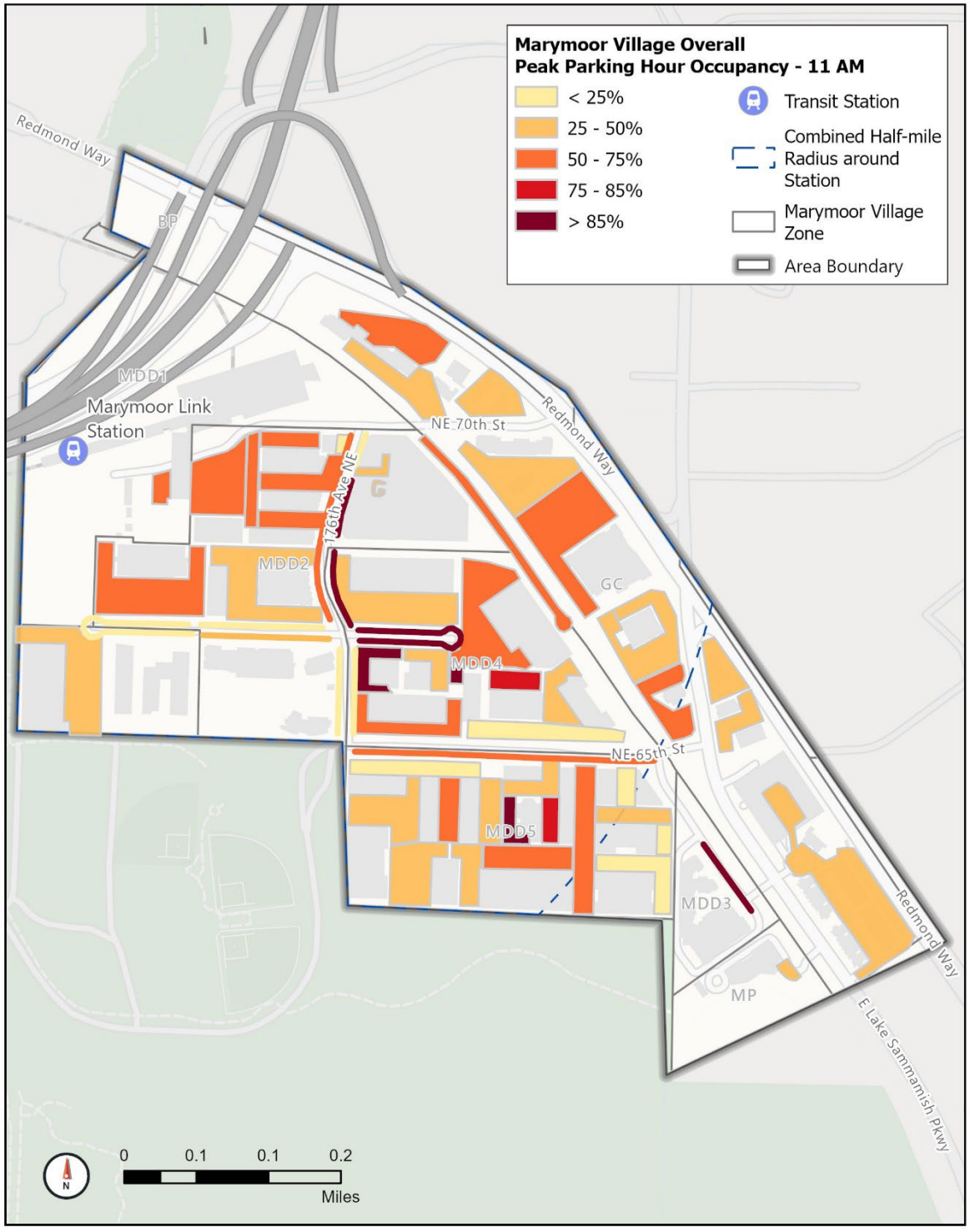


Table 23: Summary of Parking Occupancy — Marymoor Village

	On-street			Off-street		
Type	**Total Spaces**	**Peak Parking Occupancy**	**Available Parking at Peak Hour**	**Total Spaces**	**Peak Parking Occupancy**	**Available Parking at Peak Hour**
Public	216	50%	108	77	83%	13
Private	NA	NA	NA	2735	50%	1368

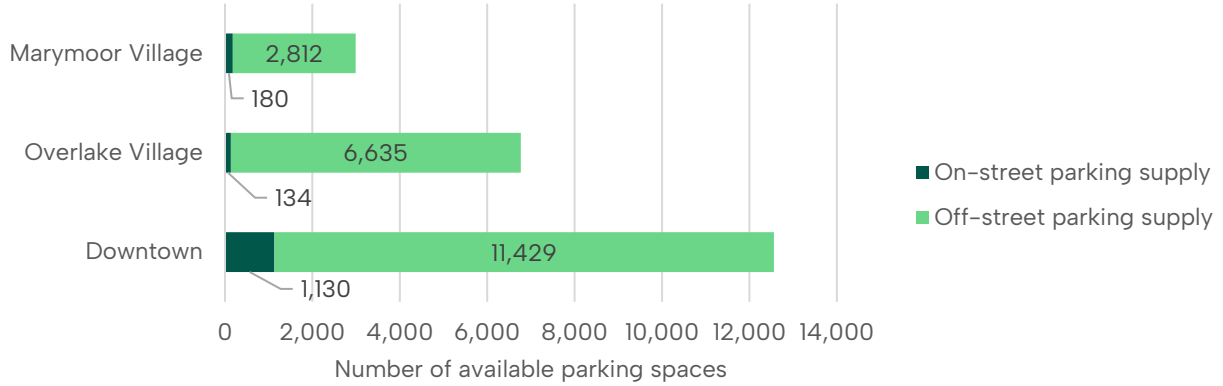
6. Parking Summary for All Three Urban Centers

Table 24: Summary of Parking Stats in Redmond's Three Urban Centers

Type	Downtown	Overlake Village	Marymoor Village	Urban Centers Combined
Total parking spaces surveyed	12,559	6,769	3,028	22,356
Combined Peak Occupancy Average	53%	38%	49%	48%
On-street parking				
Inventory	**1,130**	**134**	**180**	1,444
ADA	*9*	*0*	*0*	*9*
Electric Vehicle	*0*	*0*	*0*	*0*
Loading Zones	*55*	*3*	*0*	*58*
Time Limited	*625*	*0*	*0*	*625*
Peak Occupancy	**70%**	**83%**	**50%**	—
Time of Peak Occupancy	*12:00 PM*	*7:00 PM*	*11:00 AM*	—
Turnover Rate	*<1 – 20 per space*	*4 – 15 per space*	*<1 – 10 per space*	—
Turnover Rate, Average	*7.4*	*10*	*3.9*	
Off-street parking				
Inventory	**11,429**	**6,635**	**2,812**	**20,876**
Public	*885*	*579*	*77*	*1,541*
Private	*10,544*	*6,056*	*2,735*	*13,279*
Peak Occupancy	**46%**	**35%**	**50%**	—
Time of Peak Occupancy	*11 AM – 1 PM*	*11 AM – 1 PM*	*11 AM – 1 PM*	—

Note: 1. This table does not include on-street and off-street spaces that were not surveyed, either due to lack of access or because they were under construction (e.g.: Sound Transit garage with 1,403 spaces in Marymoor.
2. This study does not include parking facilities owned/managed by Microsoft.

Figure 38: Number of Parking Spaces in the Three Study Areas



For all three urban areas, Table 25 shows a summary of peak parking occupancy by land-use; Table 26 shows a summary of parking inventory, peak occupancy, and available spaces in residential buildings; Table 27 shows a summary of inventory and peak occupancy of EV spaces; and Table 28 shows a summary of public parking inventory and peak occupancy.

Table 25 Summary of Parking Occupancy by Land-use

Land use type	Downtown	Overlake	Marymoor Village
Residential	45%	53%	64%
Office	51%	40%	44%
Retail (stores, restaurants)	48%	35%	54%
Other (hospital, hotel, public parking, public buildings)	53%	32%	48%

Table 26: Summary of Residential Off-street Parking Occupancy

Area	Number of Buildings Inventoried	Inventory	Peak Occupancy	Remaining Capacity
Downtown	19	1,861	45%	1,024
Overlake	15	1,590	53%	747
Marymoor Village	3	246	49%	125

Table 27: Summary of EV parking and Occupancy

Area	Public inventory	Private inventory	Public peak hour occupied spaces	Private peak hour occupancy
Downtown	16	38	16 at 9 AM and 11 AM	30 at 9 AM and 11 AM
Overlake Village	12	NA	10 at 1 PM	NA
Marymoor Village	NA	8	NA	2 from 11 AM – 7 PM

Table 28: Summary of Public Parking Inventory and Utilization

Area	Number of public facilities	Total number of spaces	Peak parking occupancy
Downtown	3	885	78%
Overlake Village	2	579	68%
Marymoor Village	2	77*	83%

* Does not include 1,403 spaces in the Sound Transit garage (under construction during survey) and 76 spaces in the Redmond Community Center (inaccessible during the survey).

ADA spaces

Based on the survey, out of the three study areas only Downtown has designated on-street ADA parking spaces. There are 9 ADA spaces, making up 0.8% of the on-street parking supply in the area.

7. Big Data Insights

AZIRA Data was utilized to gain supplemental understanding of visitor patterns in the urban centers of Downtown, Marymoor, and Overlake. AZIRA, formerly known as Near, is a big data tool which utilizes cellphone data to provide metrics on the origins and destinations of people within an area. Due to the utilization of cellphone data, this analysis can include walking or biking trips as well. AZIRA provides this data as "Consumer Behavior Data," which is geo or spatial data coming from smartphone users that opt-in to share their locations on mobile apps. When a user opts in to share their location data, their phone collects data and shares it with the app publisher companies, who often have partnerships with big data companies such as AZIRA. AZIRA anonymizes this data and provides it to consultants and government agencies to help them understand travel behaviors and markets. This big-data review aims to analyze travel behavior by examining travel activity throughout the day and across different months of the year. By identifying trip origins and key destinations, as well as the primary routes taken to and from these urban centers, this big data review provided provides insights into the parking activity of residents, employees, customers, and other visitors. Additionally, AZIRA provides a brief profile on visitor demographics, based on U.S. Census Bureau Data.

7.1 Method

This analysis was aggregated and anonymized to understand trips taken from January 1st, 2024, to December 31st, 2024. Each type of analysis is aggregated in different ways, which are described in the bullet points below.

- **Visitation**: Provides observation points based on a mobile device's reported GPS coordinates. It is divided into drop-offs and pick-ups, but provides no additional information on demographics, visitation time or date, or other information about the traveler. These observations are used by AZIRA to define a "Visitor." Figures 38-40 show visitation maps for the three urban centers.

- **Day of the Week/Time of Day Visitation**: Provides percentage of mobile devices observed within each of the three urban centers aggregated by day of the week/time of day. Figures 41-43 show day of week and time of day visitation for the three urban centers.

- **Visitor Origin Points**: Provides a proxy for a visitor's "Home" location by using an algorithm to show where a visitor's device is approximately based during the evenings. This data is only provided as a point value and provides no additional identifying information. Figures 44 – 46 show visitor origin points for the urban centers.

- **Visitor Pathing**: Provides snapshot observation points 30 minutes before and after a visit to the analysis polygon. This does not track the entirety of the trip and only provides two location points. Figures 47 – 49 show visitor pathing for the three urban centers.

- **Demographics:** Visitor demographics are drawn from household-level Census demographic data of actual visitors to the location. A weighted average of demographics is calculated based on the number of visitors with a common evening location in a census block group. Figure 50 – 52 show demographics for the three urban centers.

7.1.1 Visitation

- **Downtown** – Most visitors focus on the commercial corridor along Redmond Way and NE 76th Street. Bear Creek Parkway in the southern Downtown also attracts significant visitors.
- **Overlake** – The busiest areas are near 152nd Avenue NE and NE 24th Street, along with commercial spots on 148th Avenue NE.
- **Marymoor** – Visitor activity is highest west of Redmond-Fall City Road NE, including multifamily units between Lake Sammamish Parkway NE.

Figure 39: Heat Map of Visitation – Downtown

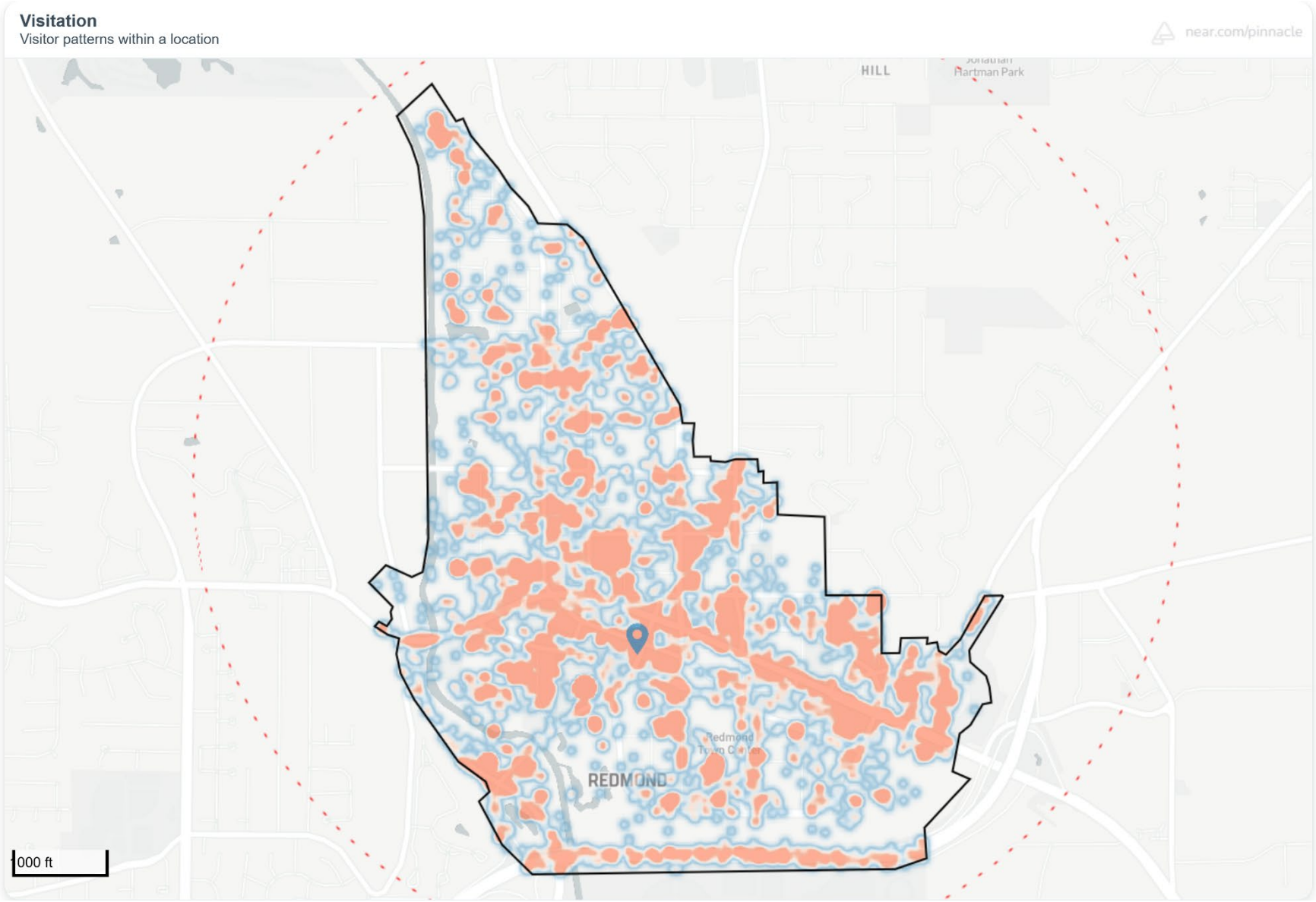


Figure 40: Heat Map of Visitation – Overlake

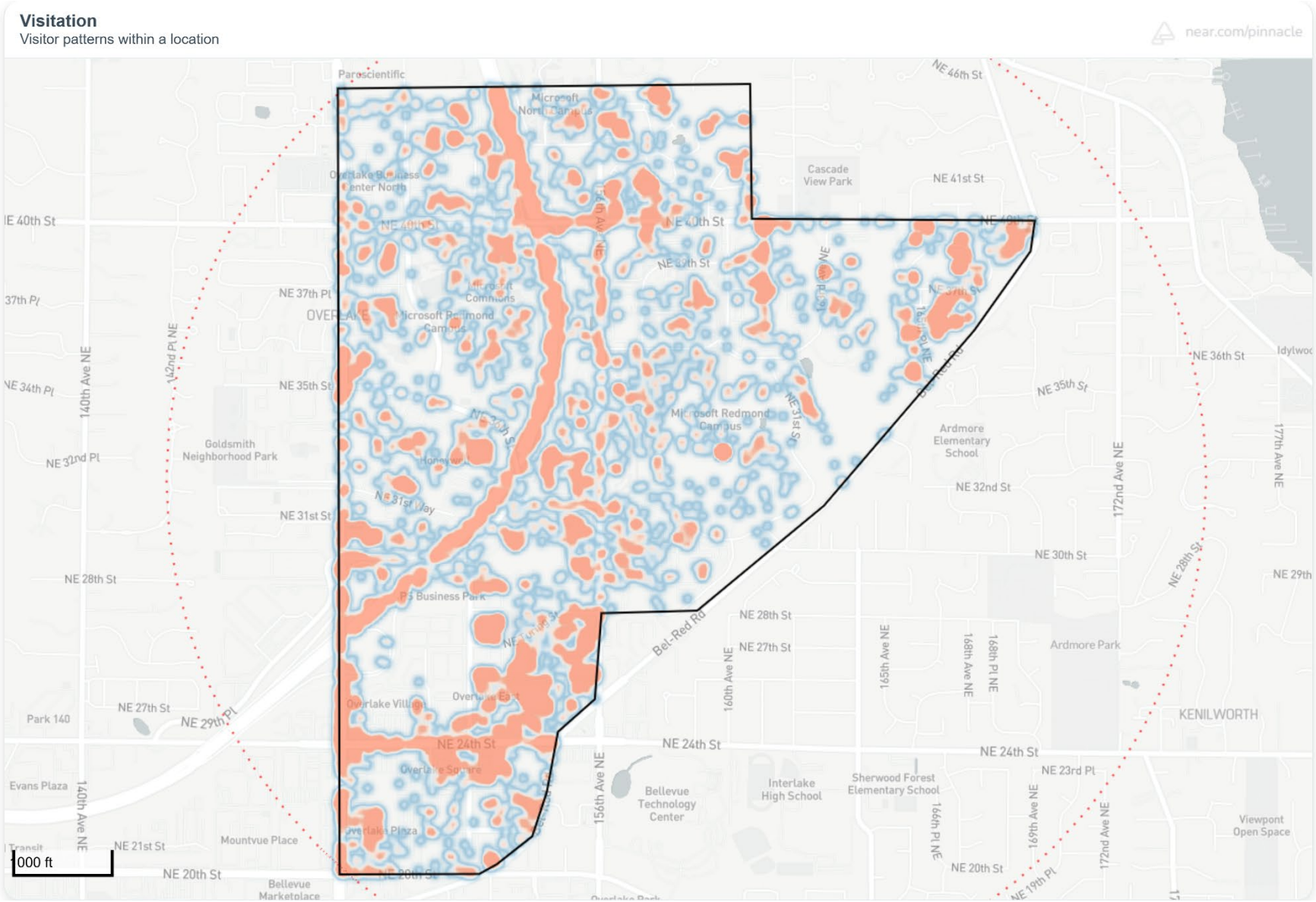
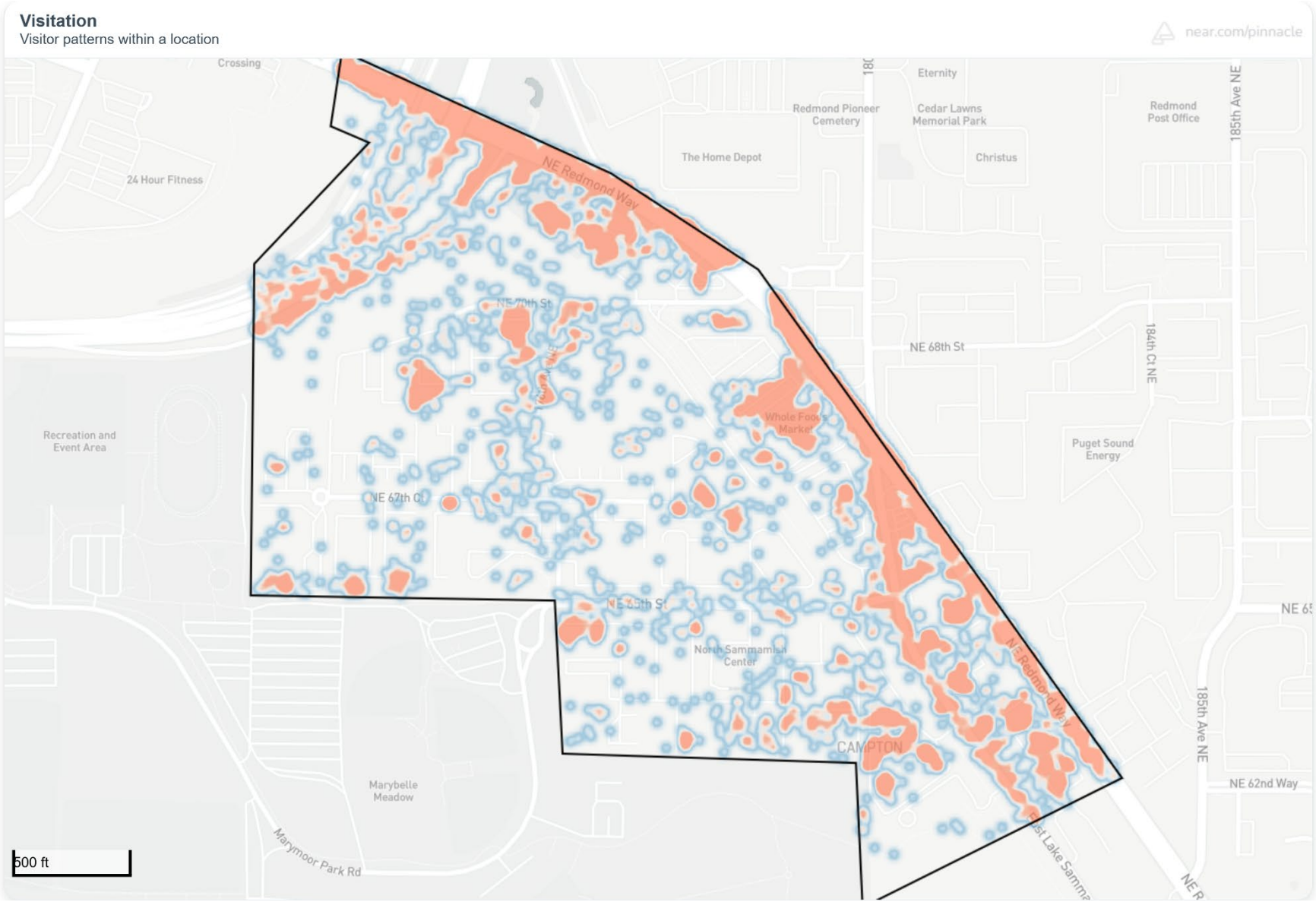


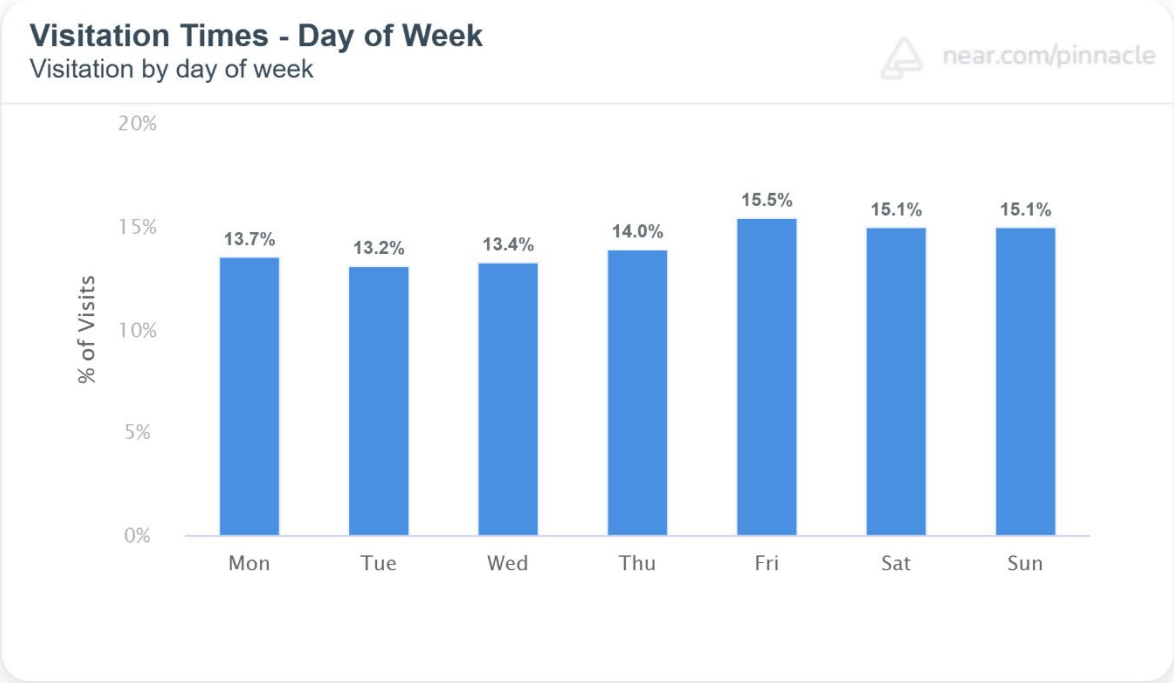
Figure 41: Heat Map of Visitation – Marymoor



7.1.2 Day of the Week/Time of Day Visitation

- **Downtown –** Visitor arrivals are evenly distributed throughout the week, but Friday to Sunday attract more visitors for commercial activities like retail, dining, and entertainment. Peak period of visitation is 3:00 PM – 8:00 PM.
- **Overlake –** Mondays and Tuesdays see higher visitation driven by Microsoft and other offices, peaking between 10:00 AM and 1:00 PM.
- **Marymoor:** Higher visitation on Monday and Tuesday due to its commercial industrial use, with peak hours from 3:00 PM to 7:00 PM.

Figure 42: Time of Day and Day of Week – Downtown



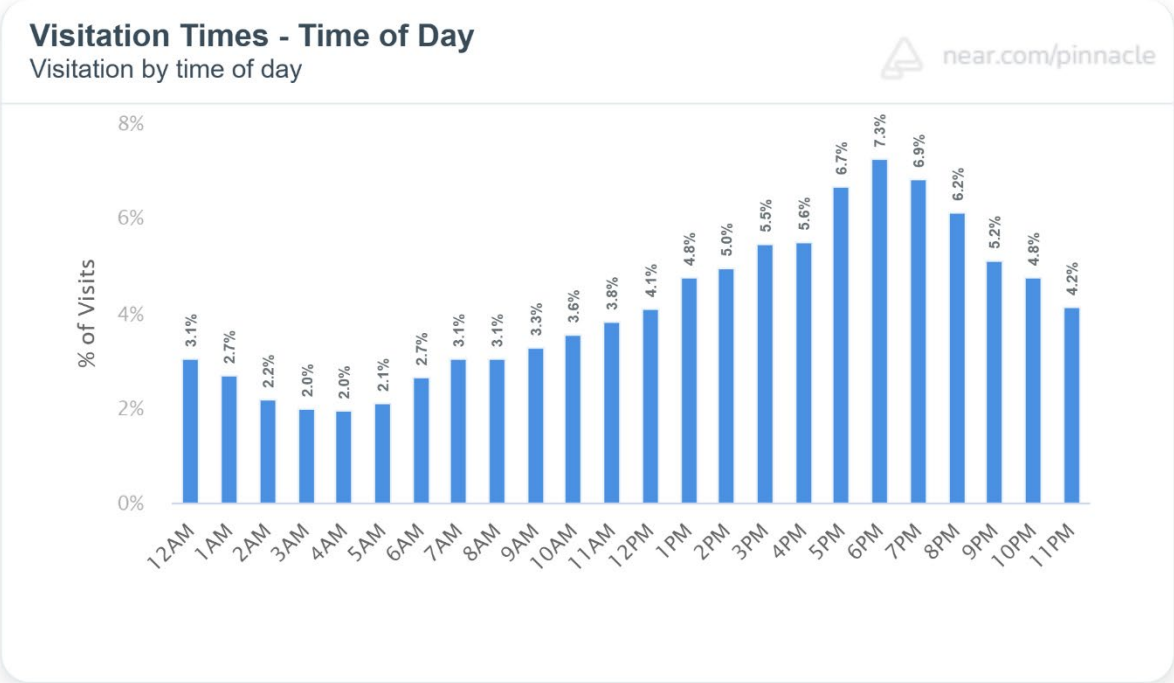
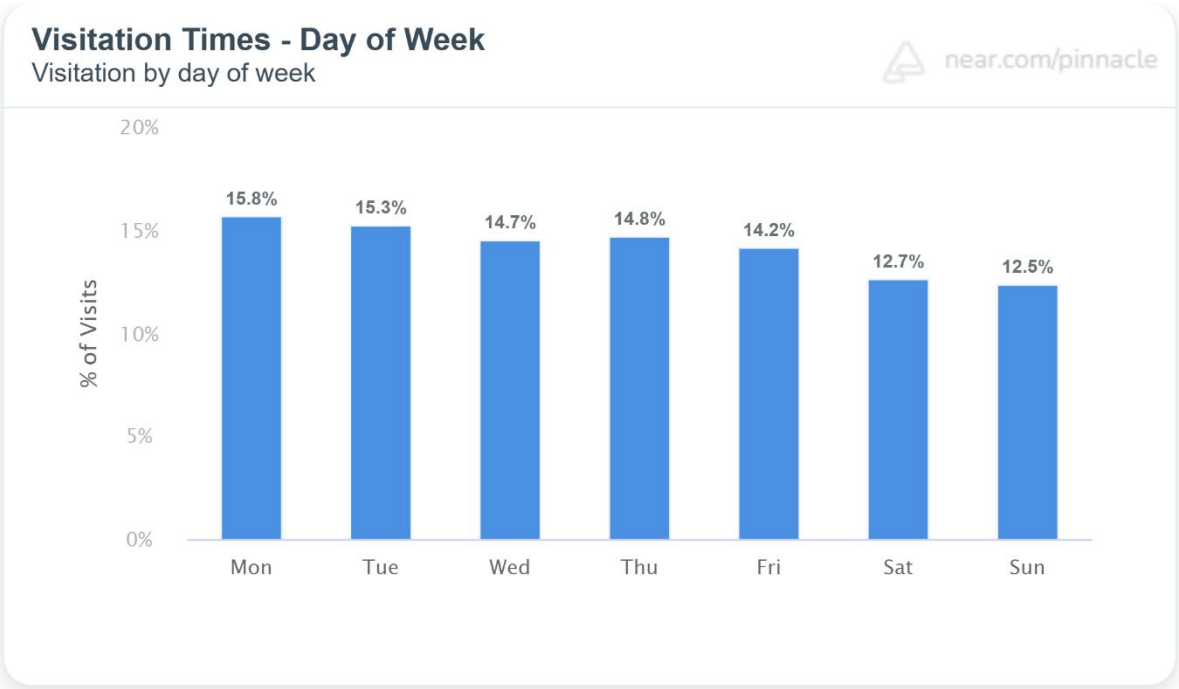


Figure 43: Time of Day and Day of Week – Overlake Village



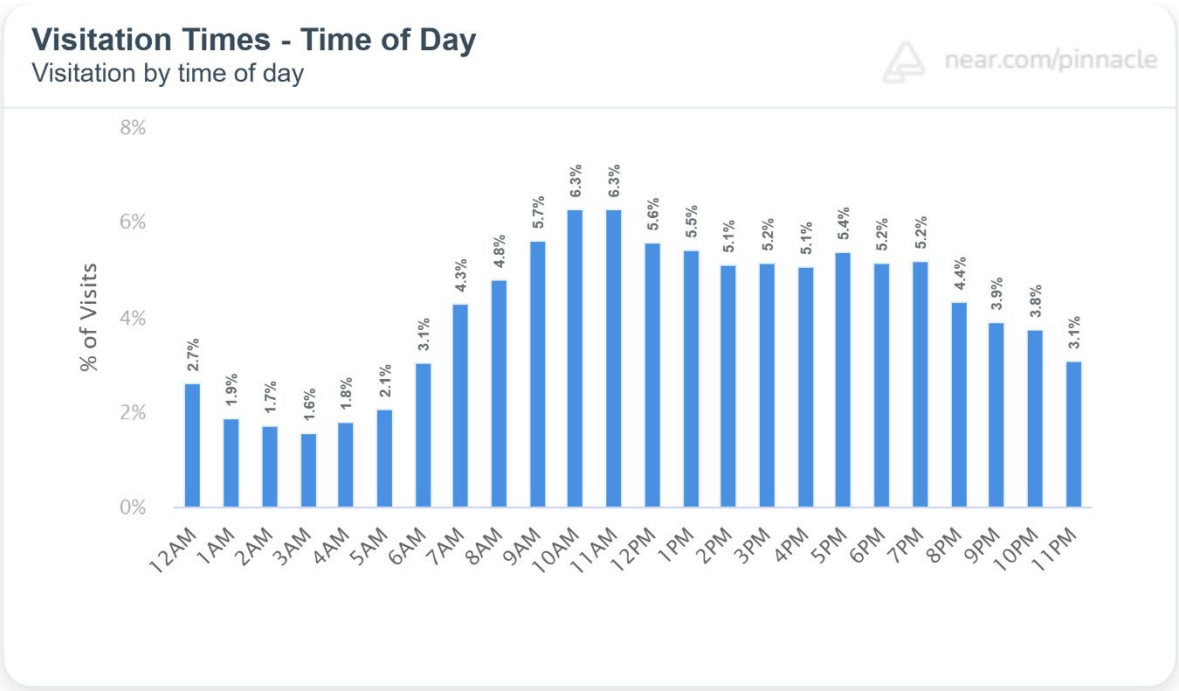
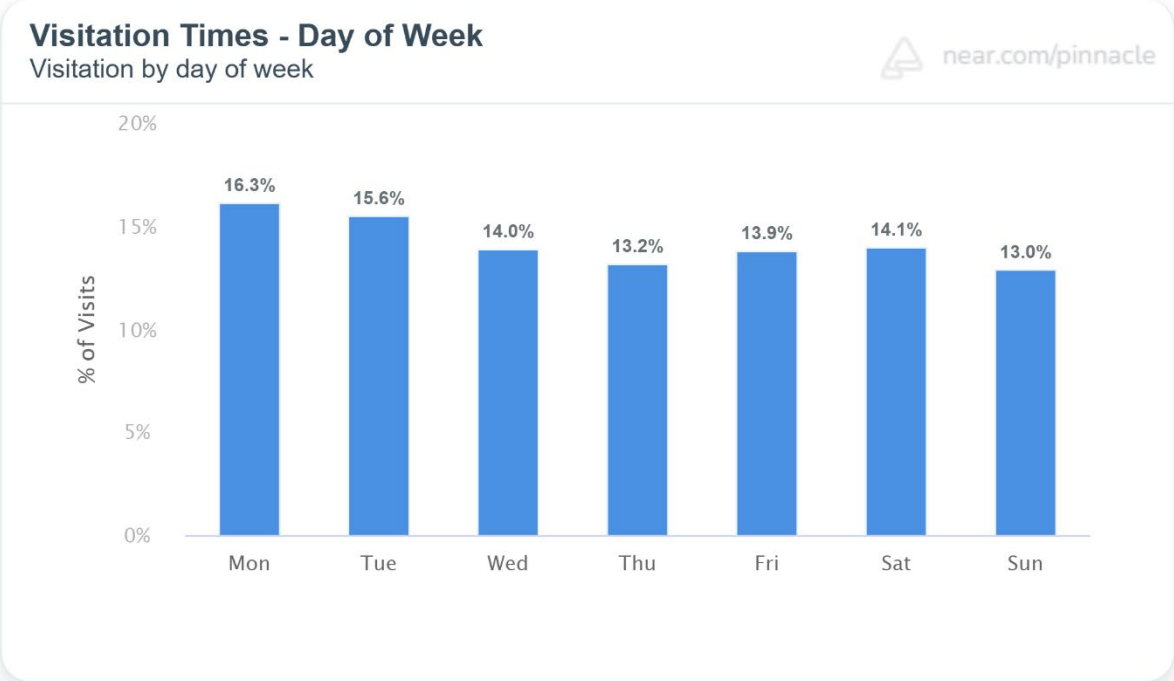
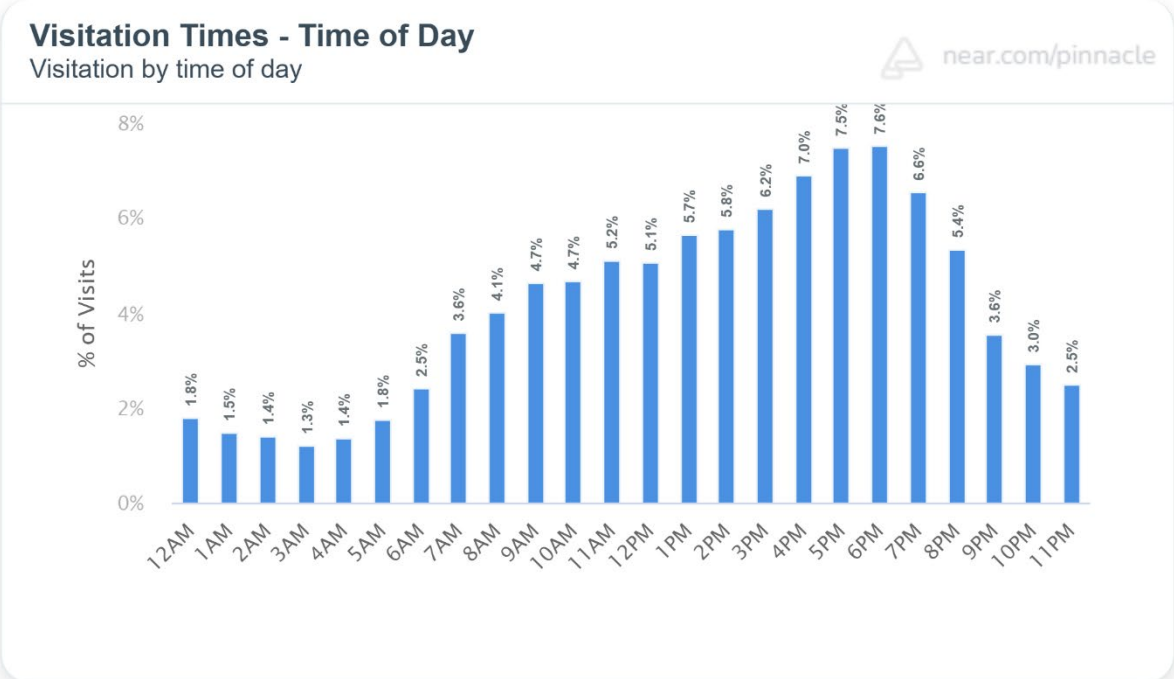


Figure 44: Time of Day and Day of Week – Marymoor Village





7.1.3 Visitor Origin Points

- **Downtown –** Primary origin areas within a 5-mile radius of downtown include residential communities situated northeast of Downtown (Education Hill) and southwest of Downtown.

Beyond the 5-mile radius, notable origin clusters encompass Bellevue, Seattle, and Sammamish.

- **Overlake –** The majority of visitor trips to the Overlake district originate within a 5-mile radius surrounding the district. Key areas include Downtown Redmond, Bellevue, and Sammamish. Outside the 5-mile radius, significant origins include Seattle and residential communities in northeast Kirkland such as Kingsgate and Oskams Corner.
- **Marymoor –** A considerable number of trips to Marymoor originate within a 5-mile radius from Downtown Redmond, the Overlake District of Redmond, and Bellevue and Sammamish communities. Beyond the 5-mile radius, primary origin clusters include Seattle, Issaquah, and Duvall.

Figure 45: Visitor Origin Points – Downtown

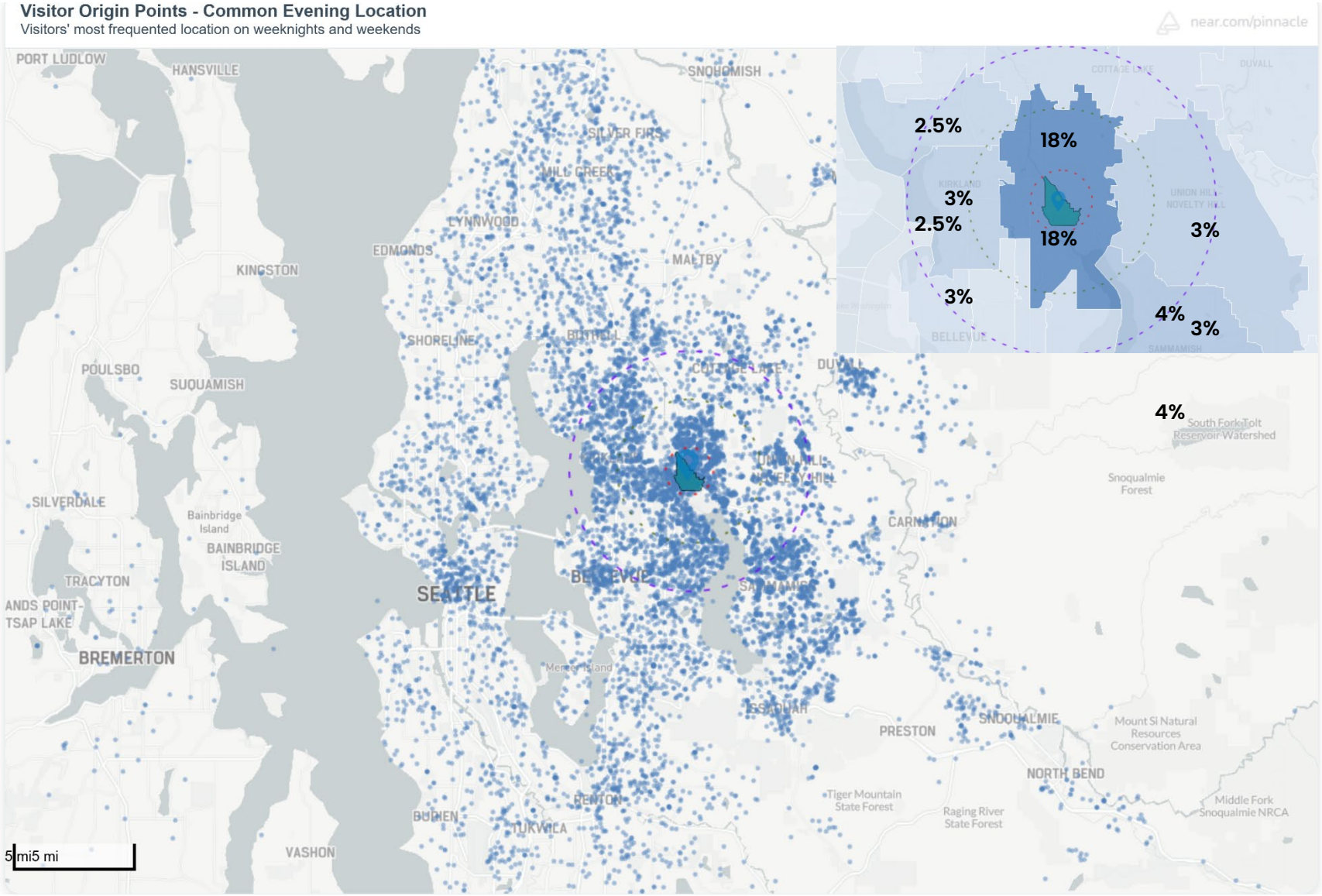


Figure 46: Visitor Origin Points – Overlake

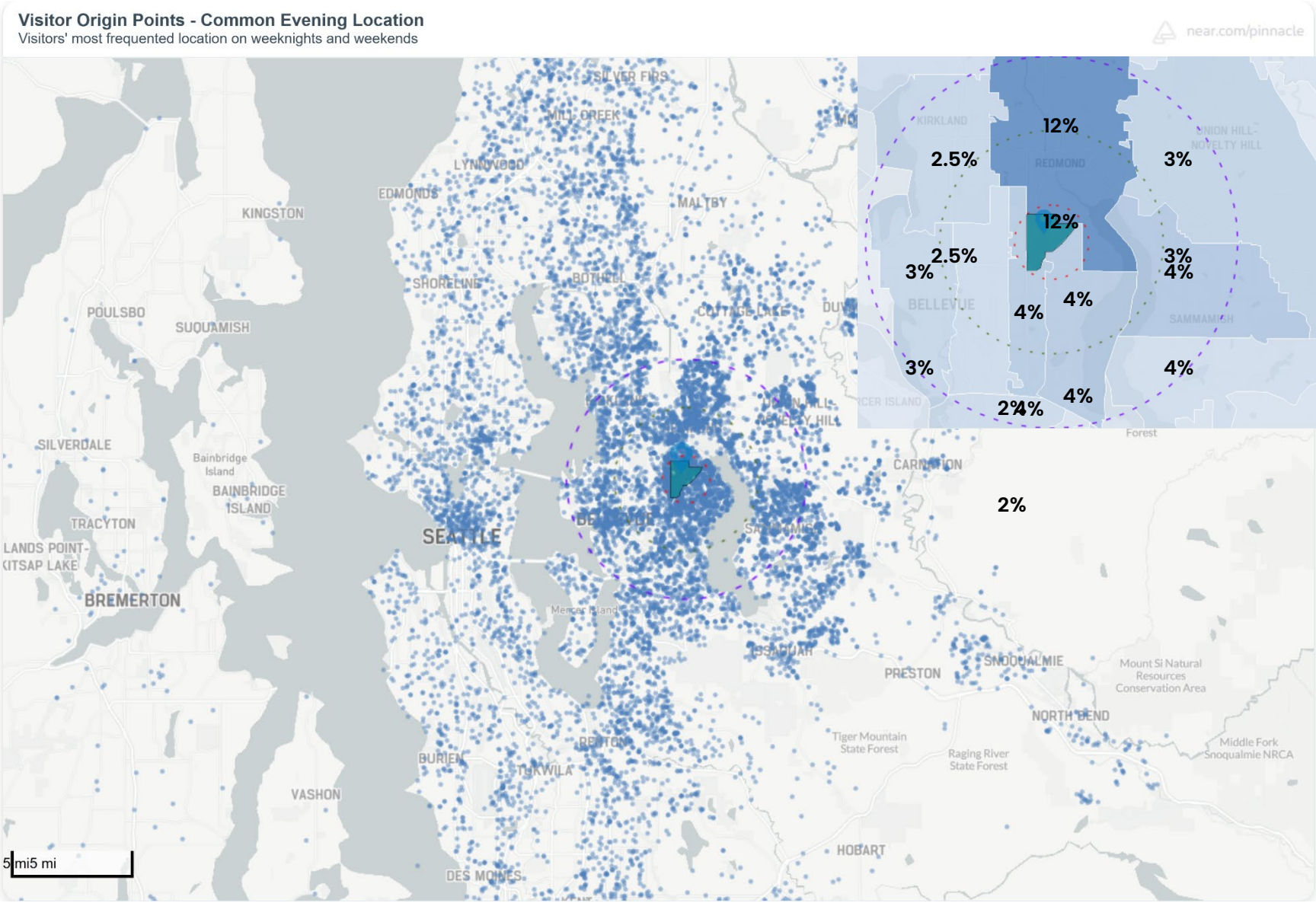
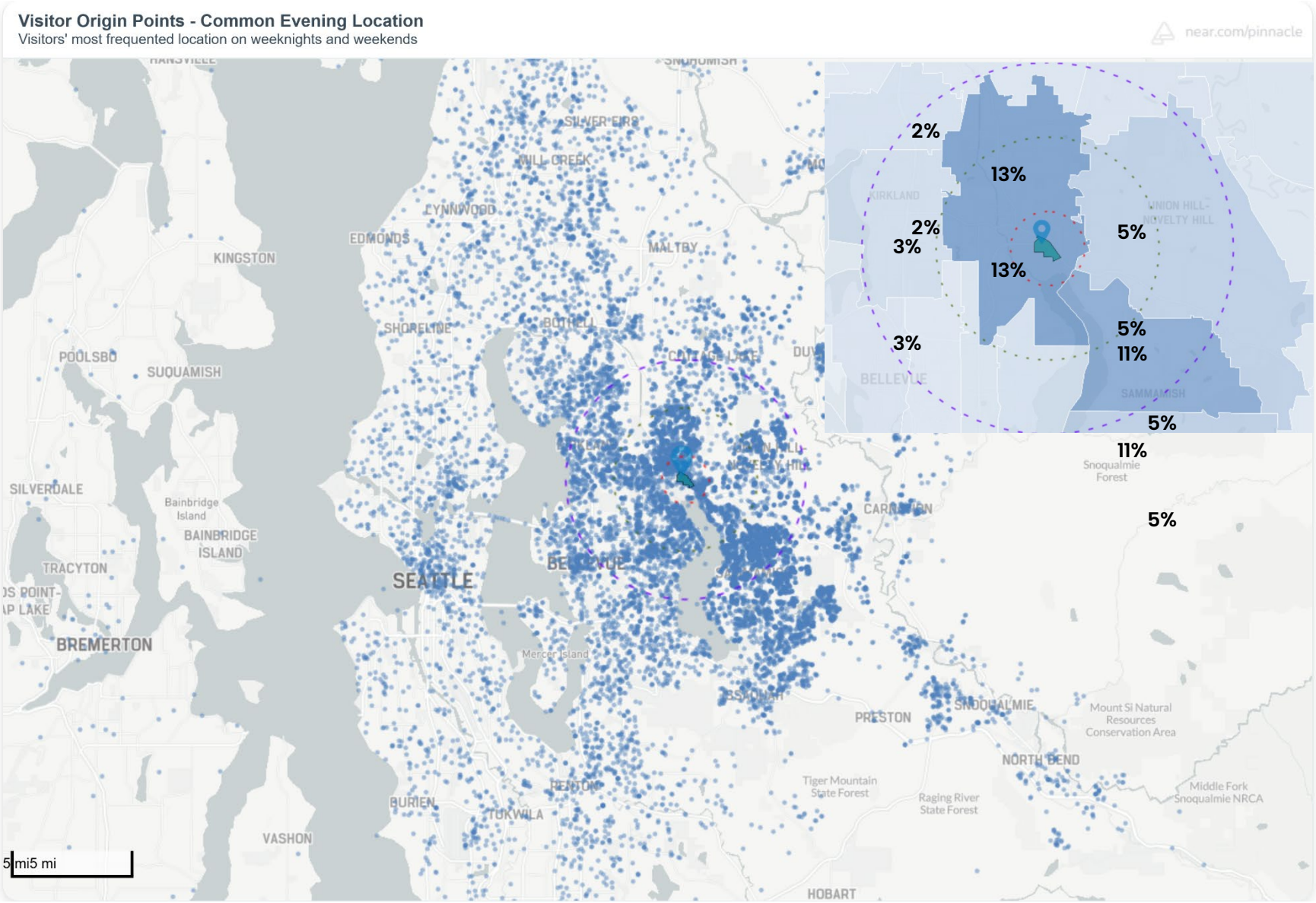


Figure 47: Visitor Origin Points – Marymoor



7.1.4 Visitor Travel Paths

Visitor travel paths for each district primarily use regional roads such as freeways, highways, and arterials.

Figure 48: Visitor Travel Path Heat Map – Downtown

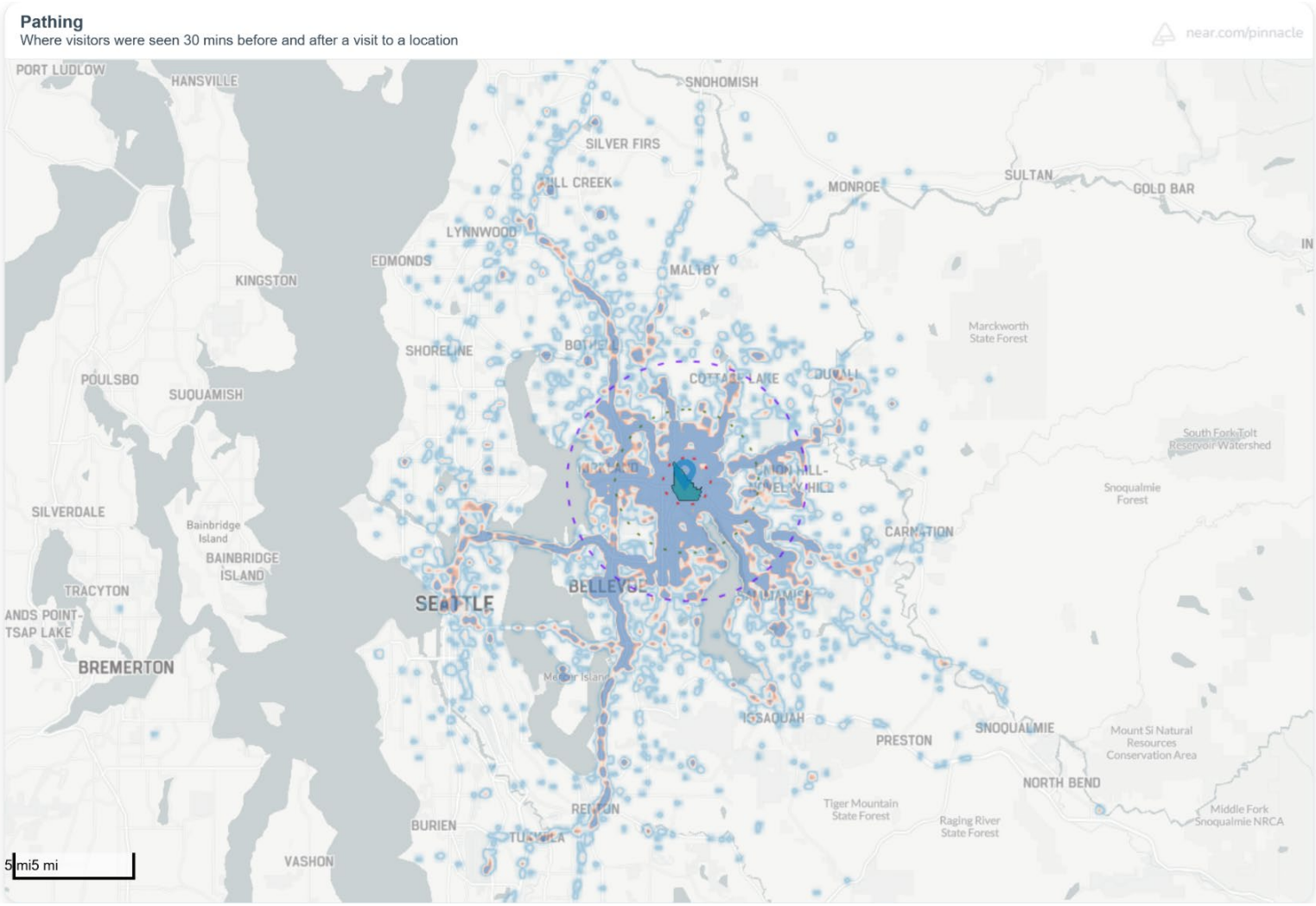


Figure 49: Visitor Travel Path Heat Map – Overlake

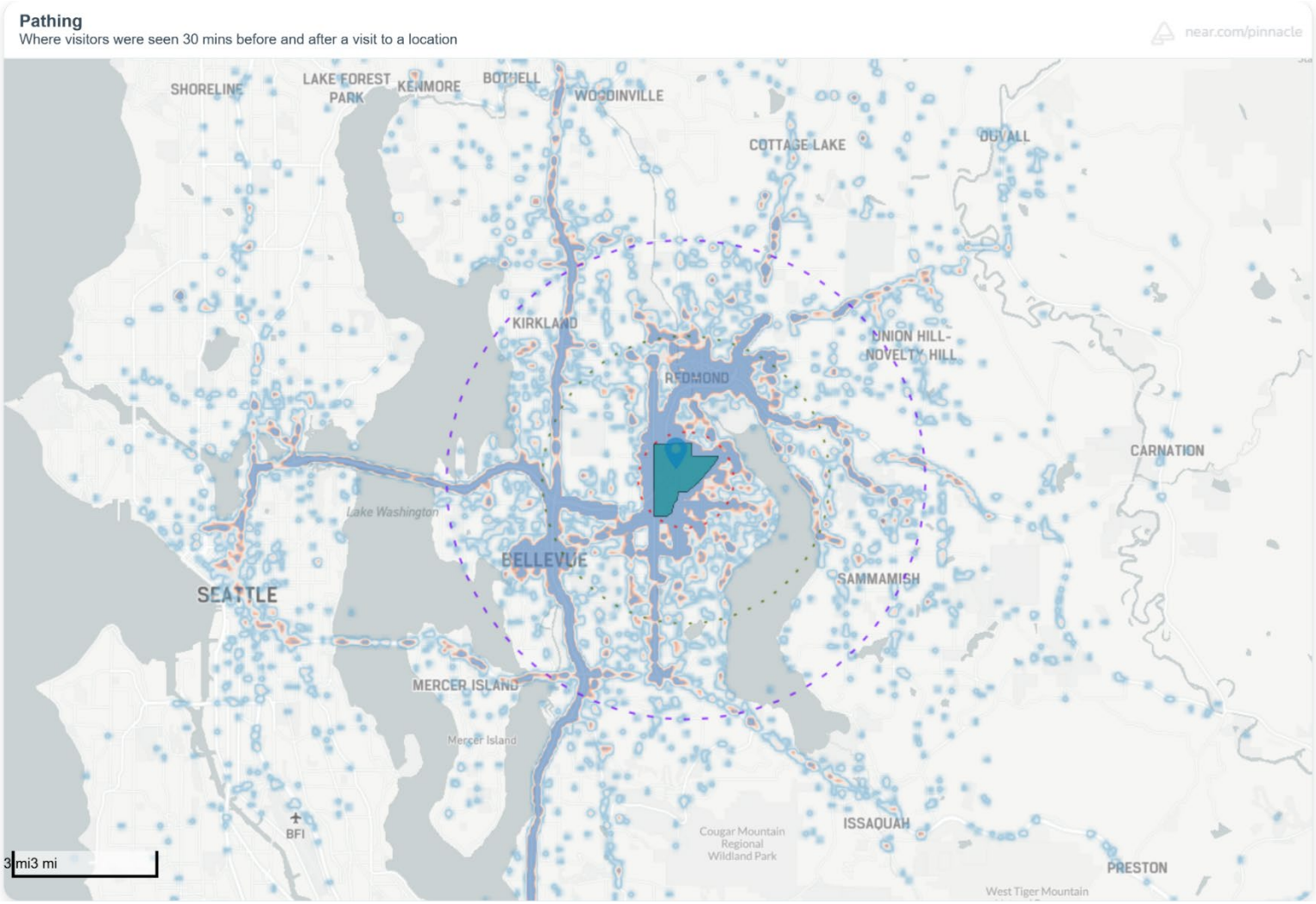
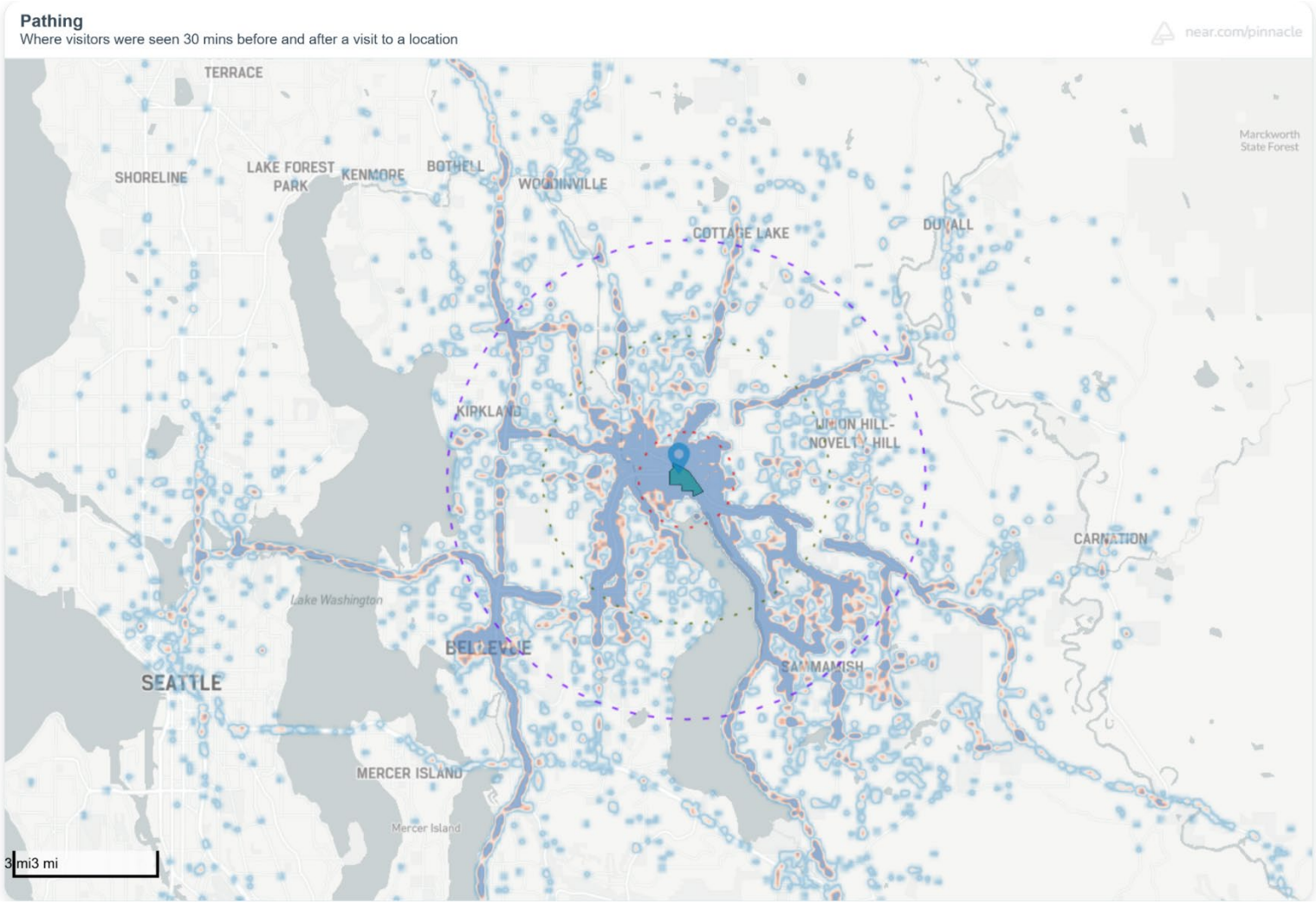


Figure 50: Visitor Travel Path Heat Map – Marymoor



7.1.5 Demographics

Key observations from the demographic data:

- Over 45% of visitors are under 34 and could be incentivized to use alternative modes or tech-enabled mobility devices for travel.
- More than 50% of visitors have household incomes above $100,000, which can be an indicator of higher car ownership compared to use of transit or other modes to travel.

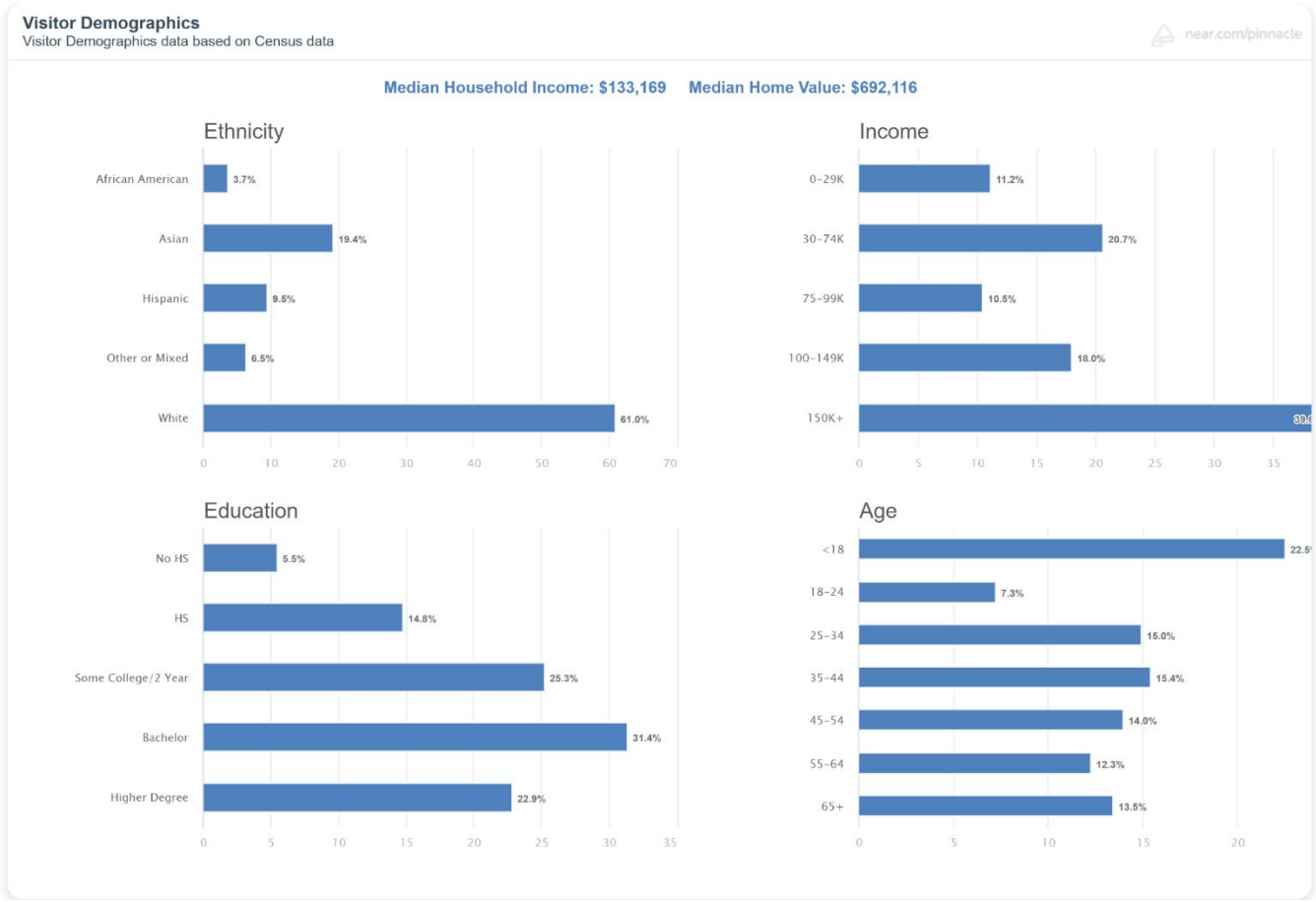
Figure 51: Visitor Demographics – Downtown



Figure 52: Visitor Demographics – Overlake



Figure 53: Visitor Demographics – Marymoor



Urban Centers Parking Study

September 16, 2025, Staff Report

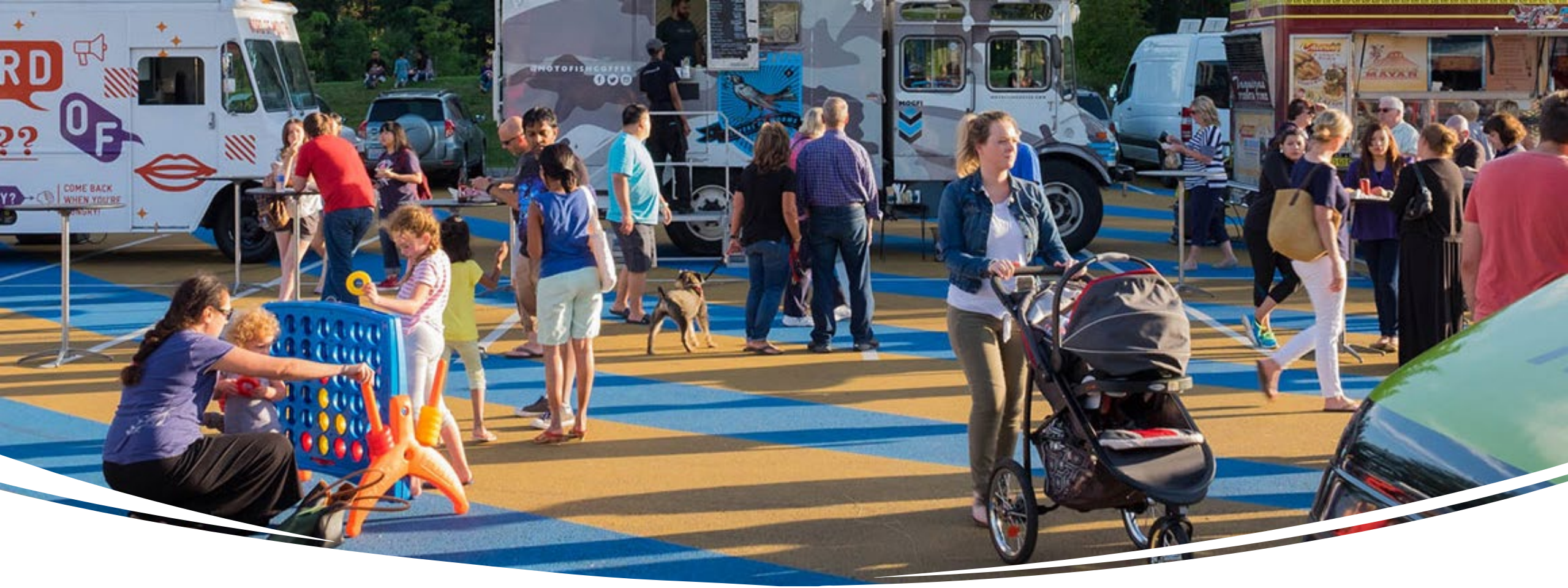
Caroline Chapman, Senior Planner

Redmond
WASHINGTON

Agenda

- How parking supports the City's vision
- Current conditions across urban centers
- Privately operated parking
- Operational changes
- Questions and guidance for next steps





VISION: A connected community that enhances livability, sustains the environment, and leads locally, regionally, and nationally.

Redmond 2050 TR-34: *Implement comprehensive parking management programs that at a minimum address underutilized parking, shared parking, transit access parking, wayfinding, and localized parking imbalances. Manage parking demand using strategies like time limits and pricing.*

Goal of Parking Management in Redmond's Urban Centers

- More efficient use of parking
- Parking in the 'right' places
- Support urban transition
- Support multimodal transportation options



Current Conditions: Parking Inventory

	Downtown	Overlake	Marymoor Village	TOTAL
On-Street Parking				
Inventory	1,130	134	180	1,144
Peak Occupancy	70%	83%	50%	
Off-Street Parking				
Inventory	11,429	6,635	2,812	20,876
Public	*885*	*579*	*77**	*1,541*
Private	*10,544*	*6,056***	*2,735*	*13,279*
Peak Occupancy	46%	35%	50%	

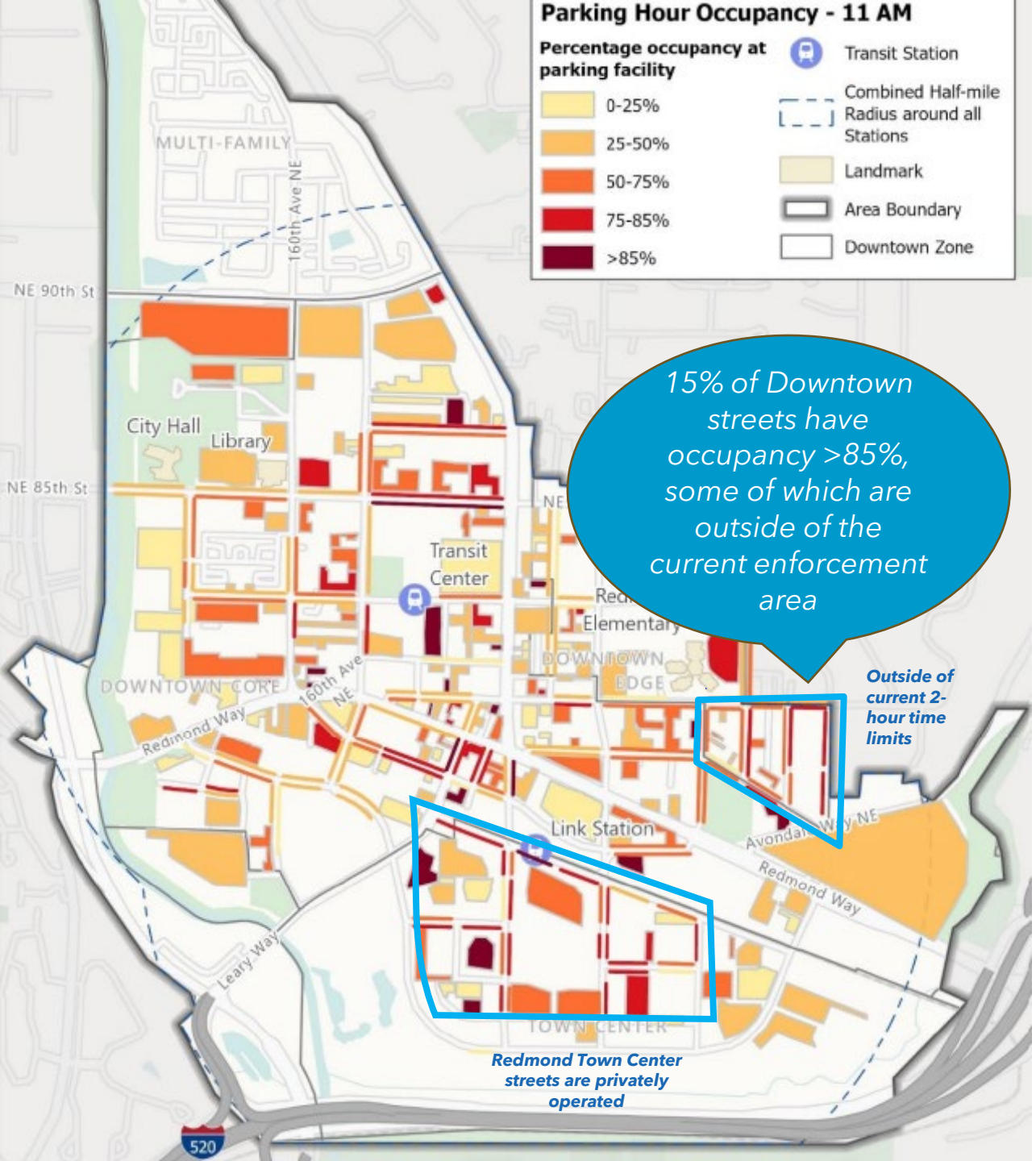
**Study was completed before the Sound Transit Parking Garage opened in Marymoor Village (1,400 stalls)*

***Study did not look at Microsoft campus. There are an estimated 6,000 additional parking stalls in Overlake.*

85% occupancy is industry standard for efficiency

Current Parking Management Strategies:

- Downtown Redmond has two-hour time limits Monday - Saturday, 9 a.m. to 9 p.m.
- Downtown Redmond sells limited on-street permits for $50/month
- Overlake and Marymoor Village have no time limits or permit options



Downtown

On-Street:

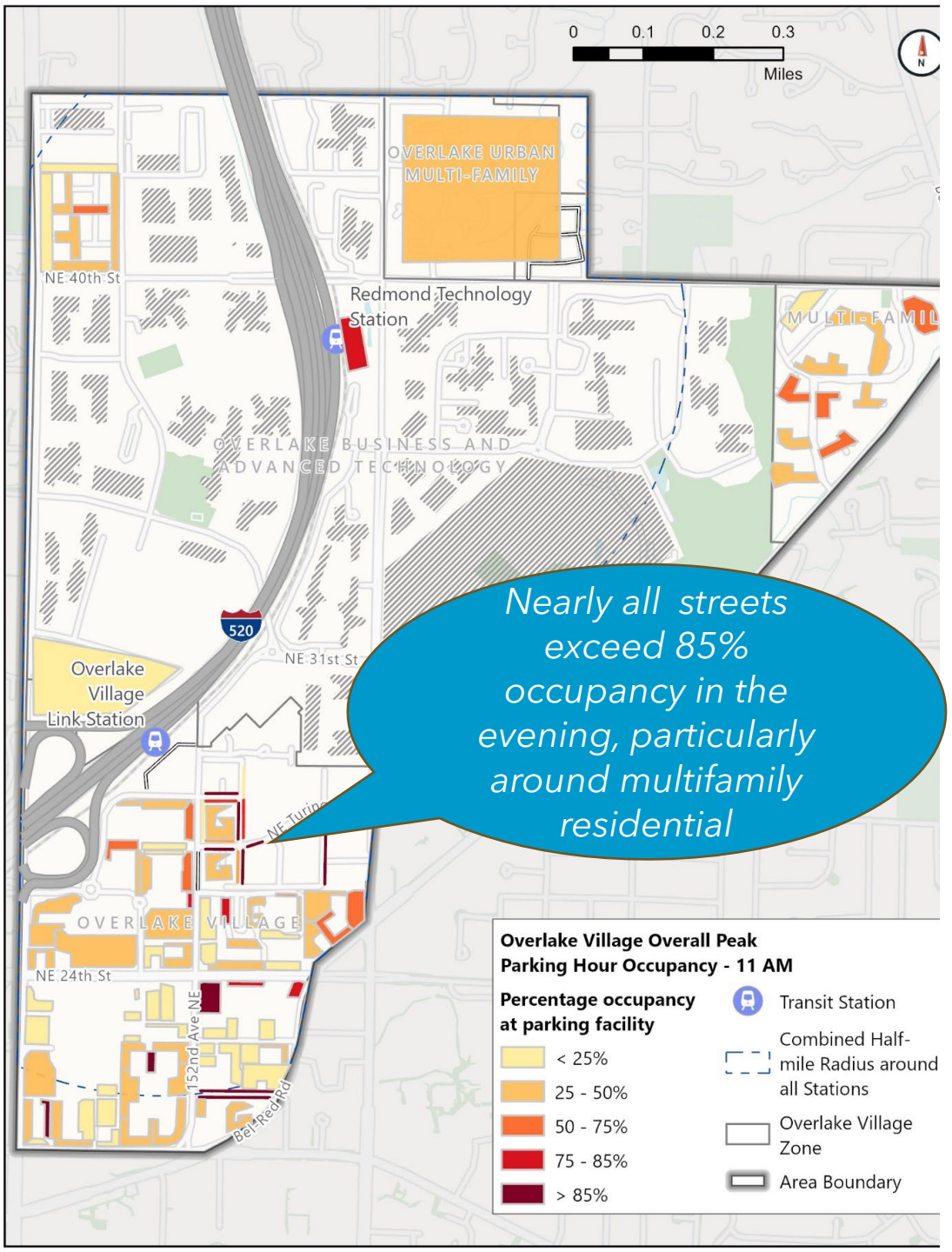
- Peak: 10 a.m. - 12 p.m. at **70%** occupancy
- Low: 8 p.m. at 59% occupancy

Off-Street:

- Peak: 11 a.m. at **51%** occupancy
- Low: 7 p.m. 32%

Current On-Street Management:

- Two-hour time limits
- Limited monthly permits ($50/month)



Overlake

On-Street:

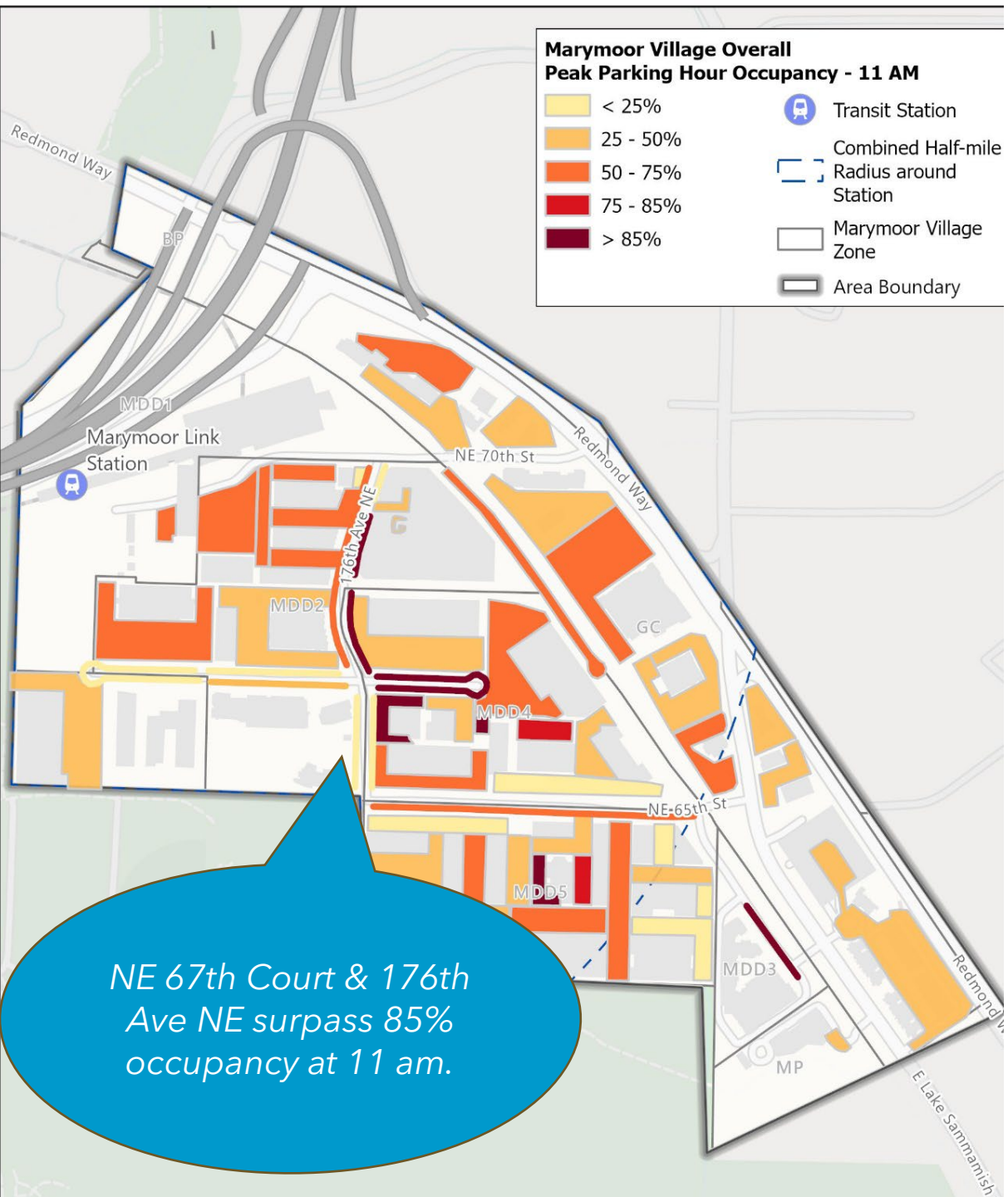
- Peak: 7 p.m. at **83%** occupancy
- High turnover indicates dynamic usage
- Low inventory, centered around Esterra Park development

Off-Street:

- Peak: 11 a.m. at **35%** occupancy
- 98% of inventory is in off-street lots
- Count does not include Microsoft campus

Current On-Street Management:

None



Marymoor Village

On-Street:

- Peak: 11 a.m. at **50%** occupancy
- Low turnover with cars parking for longer

Off-Street:

- Peak: 11 a.m. at **50%** occupancy
- 90% of the inventory is off street
- Study did not include the Sound Transit Garage (1,400 spaces)

Current On-Street Management:

None

Privately Operated Parking

- Multifamily Residential
- Off-Street Parking by Land Use
- Downtown Employee Parking
- Parking Near Light Rail
- Private Parking Management



Multifamily Residential Buildings

	Downtown	Overlake	Marymoor Village
Buildings Surveyed	19	15	3
Number of Spaces	1,861	1,590	246
Peak Occupancy	45%	53%	64%

21% of Downtown residents do not own a car.
Compared to citywide, where only 8% of residents do not own a car.

Key Takeaways:

- Low occupancy suggests opportunity for shared parking
- Monthly parking rates average $150/month for residents and are typically separate from rent
- Free and low cost on-street parking being used by residents as alternative to garage
- Reduced parking ratios in the urban centers are not negatively impacting supply

Off Street Parking: Occupancy by Land Use

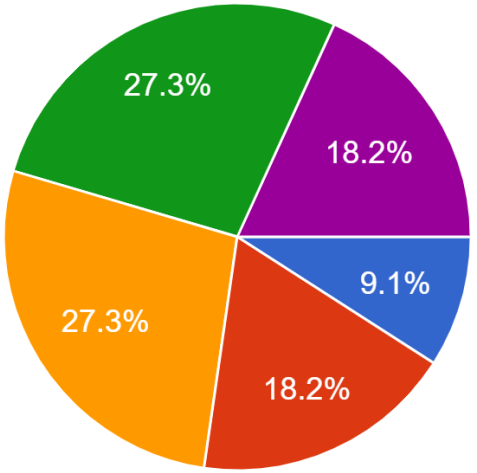
	Downtown	Overlake	Marymoor Village
Residential	45%	53%	64%
Office	51%	41%	40%
Retail	48%	35%	54%
Other (hospital, hotel, public parking)	52%	32%	48%



	Downtown	Overlake	Marymoor Village
Number of Public Spaces	885	579	77 (1,400 now open)
Peak Occupancy	78%	68%	83%

Employee Parking (Downtown)

Where do you **currently** park for work?



- Employer provided lot or garage
- Public street parking (without a permit)
- Public street parking (with a permit)
- Public parking lot or garage (such as the RCC blue & yellow lot)
- Private parking lot or garage

On-Street Parking:
.25 Miles of Light Rail



Downtown:
68% Occupancy (all streets)*
59% Occupancy on City of Redmond managed streets
266 spaces



Overlake:
91% Occupancy
98 spaces



Marymoor Village:
28% Peak Occupancy
169 spaces

Parking Management in Private Facilities







Shared Parking

Parking lot owner offers excess spaces to users as added revenue stream.

**Pictured: Chase Bank has free customer parking during the day, and charges for parking in evening for visitors to Spark Pizza or other locations nearby.*

Paid Parking

Private lots are charging retail visitors or opening their spaces to commuters and residents.

**Pictured: Office building located near the transit center offers hourly and daily parking.*

Enforcement

Private lots will tow and ticket users who are not authorized to be on site.

**Pictured: Redmond Town Center has begun monitoring and towing cars that are using retail lots for commuting.*



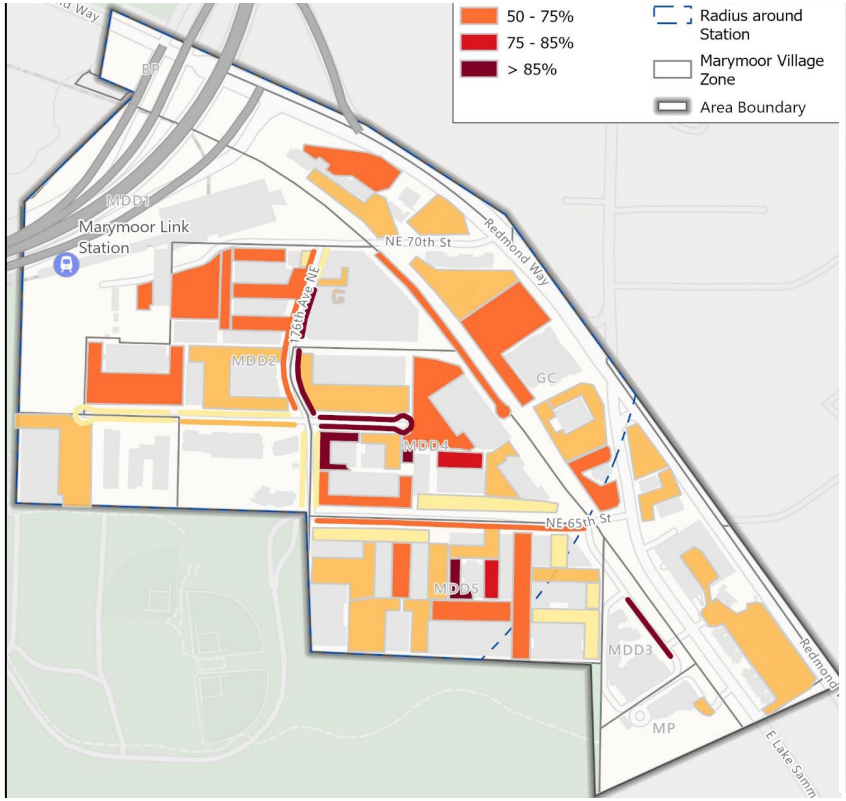
Operational Changes to City Managed Parking

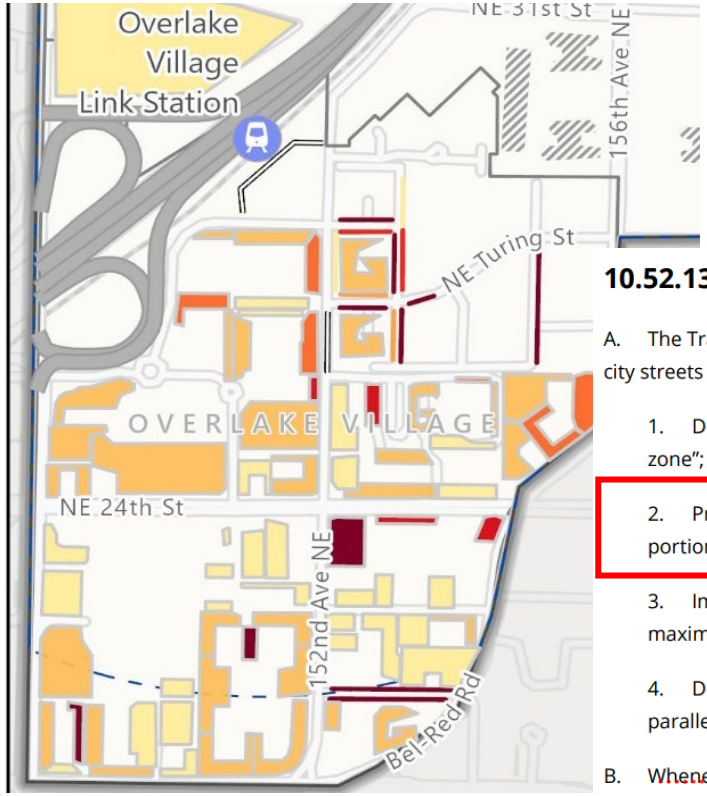
- On-Street Time Limits
- Monthly On-Street Permits
- Shared Parking
- Wayfinding

Parking Management: Operational Changes

	Rationale	Downtown	Overlake	Marymoor Village
On-Street Time Limits	*Increase turnover, move residents to off-street locations*	Expand to areas within ½ mile of light rail	Implement across the center	Implement across the center
Monthly On-Street Permits	*Provide options for employees and residents without other long term parking options. Update cost to track to inflation and be aligned with market rates.*	Expand location of permits • >.25 miles from transit or residential land uses. • Streets < 75% occupancy	Introduce limited on-street permits. • Residential land uses	Introduce limited on-street permits. • Residential land uses
Shared Parking Program	*Majority of inventory is privately held and has capacity.*	Pilot a program	Consider after Downtown Pilot results	Consider after Downtown Pilot results
Wayfinding	*Assist users in finding off-street parking.*	Add standardized signage for public and private parking.	Add standardized signage for public and private parking	Add standardized signage for public and private parking

On-Street Time Limits:
Overlake and Marymoor Village





Proposed:
Two-hour on-street time limits
and some "Extended by Permit" streets

10.52.135 Authority to establish parking regulations.

A. The Traffic Engineer or designee is authorized to establish regulations governing the parking of vehicles on city streets and other public ways, including, but not limited to, regulations:

1. Designating either or both sides of any street or public way, or any portion thereof, as a "no parking zone"; and

2. Prescribing limits on the length of time any vehicle may be parked on any street or public way, or any portion thereof;

3. Imposing fees to park vehicles on a street or public way, or any portion thereof, with the minimum and maximum fee established by the City Council resolution as part of the Planning Department fee schedule; and

4. Determining upon which streets or portions thereof vehicles shall be angle parked, as distinguished from parallel parked, and the direction which vehicles shall be so angle parked.

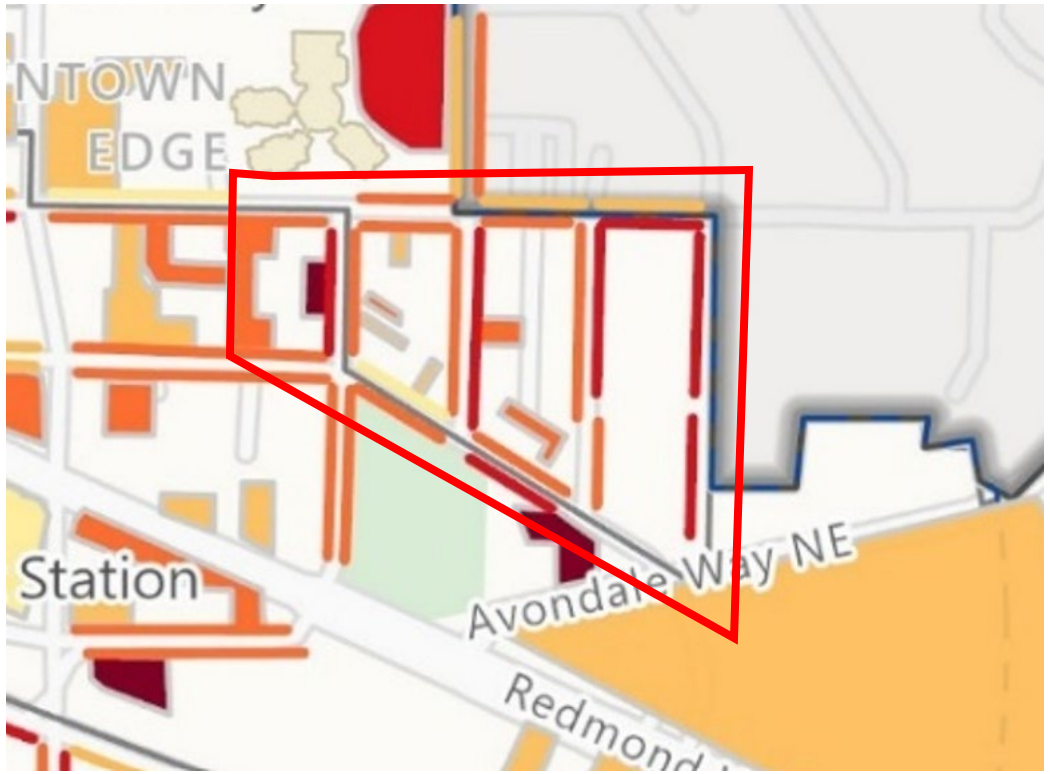
B. Whenever the Traffic Engineer or designee shall exercise any authority under subsection A of this section, the… Traffic Engineer or designee shall erect signs, place markings upon the pavement or curb, or in other appropriate manner give notice that the area has been designated a no-parking, time-limited-parking, paid parking, or angle-parking-only zone.

Communications regarding changes will be completed before changes are enforced.

On-Street Time Limits: Downtown

- North of Anderson Park
- Residential land uses
- Within .5 miles of light rail station

- **Current**: No time limits; over 85% occupancy
- **Proposed:** Two-hour time limits with Extended by Permit option.

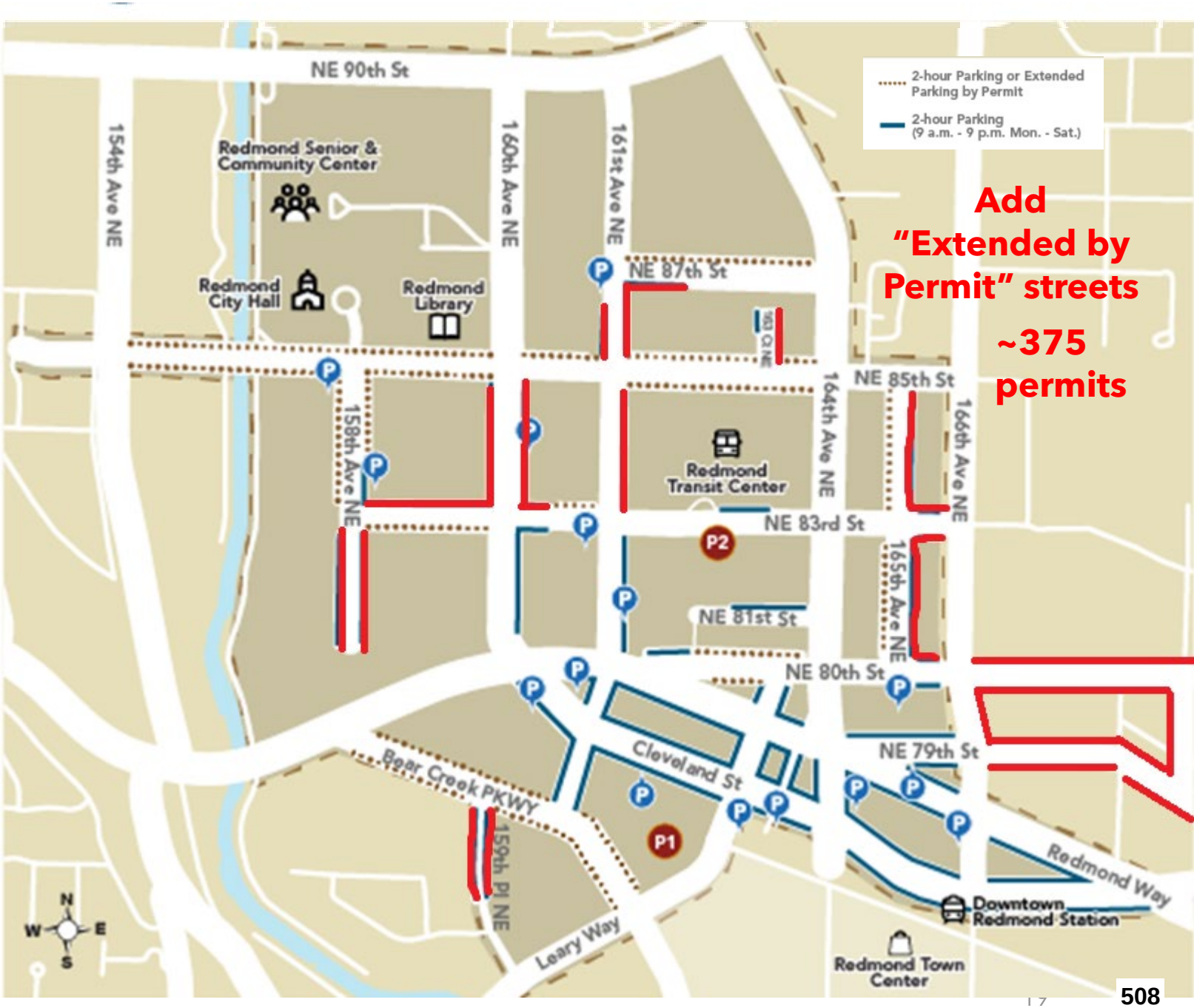




Monthly On-Street Permits

Proposed Changes:

- Expand Downtown on streets that are outside of .25 miles of light rail or are residential land uses
- Prioritize employees and residents without parking
- Raise price to align with market rates, inflation
- Expand to Overlake, Marymoor



508

Shared Parking: Downtown Pilot

1. Property owners list unused stalls in a shared system



2. Clear signage and/or a mobile app guides drivers to open stalls



Meetings with property owners and managers:

- Aug. 12
- Aug. 20
- October date TBD

3. Owners earn extra revenue; customers get reliable parking.



4. The community benefits from reduced circling, less congestion, and better access to downtown businesses and light rail.



Wayfinding

- Add publicly accessible garages to Downtown Parking map
- Add directional signage to streets



Future Study Session

- Paid On-Street Parking
- Parking Improvement District
- Curb Management Changes
- Redevelopment
- Construction Parking



Thank You

Any Questions?

Caroline Chapman, Senior Planner

Redmond
WASHINGTON

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-142
Type: Staff Report

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

Finance	Kelley Cochran	425-556-2748

DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

TITLE:
Second Quarter 2025 Financial Report

OVERVIEW STATEMENT:
Review the City's financial performance from January 2025 to June 2025. Please note that the 2024 year-end process is still in progress, and the figures presented here are preliminary due to the impact on January figures.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:
The key financial highlights from January 1, 2025, through June 30, 2025, include the following:

REVENUE:

Total General Fund revenue is 3.0%, or $1.9 million, above target.

- **Property Tax** is 2.8%, or $392,000 below target.
- **Sales & Use Tax** is 20.0% ($2.8 million) above target, driven primarily by growth in wholesale and information industries.
- **Utility & Other Taxes** are 2.5%, or $153,000, below target.
- **Development Permits and Fees** are 6.3%, or $490,000, above target.
- **Business License Fees** are 2.8%, or $136,000, below target.
- **Other Revenues** are 3.8%, or $658,000, below target.

EXPENDITURES:

- Total General Fund and expenditures are 1.1%, or $3.9 million, under target.
- Spend rate for some departments are above/below target:
  - **Executive Department** is 4.9%, or $735,000, below target primarily due to position vacancies and timing of spending one-time projects.
  - **Planning Department** is 5.4%, or $1.6 million, below target primarily due to position vacancies and timing of one-time expenditures.
- **Overtime Expenditures:** Total overtime expenditures are 10% ($1.2 million) over the expected target. Overages are primarily seen in the Fire department, due to the backfilling of department vacancies to maintain daily staffing levels, and the Police department, due to the review of body-worn camera footage and community outreach.
- **Capital Investment Program (CIP):** Total expenditures are 13.4%, or $23.0 million, under budget, reflecting the continuation of several major projects, including the Evans Creek Relocation project, Pedestrian and Bicycle Improvements, Downtown Adaptive Signals, Pavement Repairs, MOC Predesign, and ADA Facility Improvements.
- **Business Technology Investment Program (BTIP):** Total expenditures are 11.7%, or $1.1 million, under budget, reflecting the continuation of major projects, including Workforce Management Phase 2, Dynamics 365, and Tourism Data Software Implementation.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Feedback Summary:**
  N/A

BUDGET IMPACT:

Total Cost:
N/A

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

Budget Offer Number:
N/A

Budget Priority:
Strategic and Responsive

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

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/15/2025	Business Meeting	Receive Information
5/20/2025	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/18/2025	Business Meeting	Receive Information

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:
N/A

ATTACHMENTS:

Attachment A: Second Quarter 2025 Financial Report Presentation



Quarterly Financial Overview – Q2 2025

September 16, 2025

Kelley Cochran, Finance Director

Redmond
WASHINGTON

Agenda

- Economic Update
- General Fund
- Other Programs
- Citywide Overtime
- Capital Investment Program
- Business Technology Investment Program

Finance Reports

- Timing of Quarterly Financial Reports
- Year-end & month-end closing processes/timelines
- Monthly Financial Reports
  - Availability
  - www.Redmond/Financial-Reports

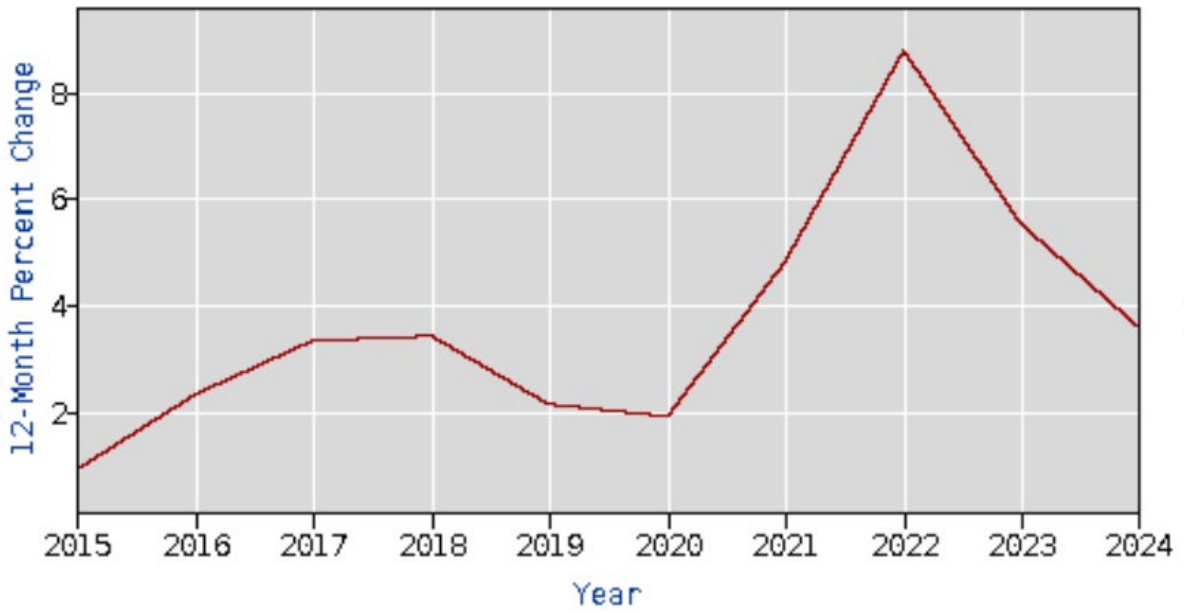
Economic Uncertainty & Recession Risk

- Federal & Indirect Federal Funding
- Geopolitical & Trade Policy Uncertainty
- Shifts in Consumer Behavior
- Increased Cost of Public Procurement

Economic Update

CPI-W (Seattle/Tacoma/Bellevue)

Jun 2023	Aug 2023	Oct 2023	Dec 2023	Feb 2024	Apr 2024	Jun 2024	Aug 2024	Oct 2024	Dec 2024	Feb 2025	Apr 2025	Jun 2025
4.5%	5.1%	4.4%	4.3%	4.2%	4.5%	3.6%	3.0%	2.7%	2.9%	2.6%	1.6%	2.7%



Economic Update – King County Forecasts

Countywide Taxable Retail Sales Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (May 2025)	-0.5%	-0.9%	-0.1%	1.8%	2.0%	2.1%	2.9%	2.8%	3.4%	4.0%
Prior (Feb 2025)	-0.6%	1.8%	1.8%	1.9%	1.9%	2.4%	3.2%	3.0%	3.3%	3.4%

Countywide Assessed Valuation Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Jul 2025)	-5.3%	4.8%	2.9%	3.9%	4.4%	4.27%	4.0%	4.7%	3.5%	3.3%
Prior (Mar 2025)	-5.3%	4.8%	3.6%	3.6%	3.7%	3.3%	4.4%	3.2%	3.7%	2.8%

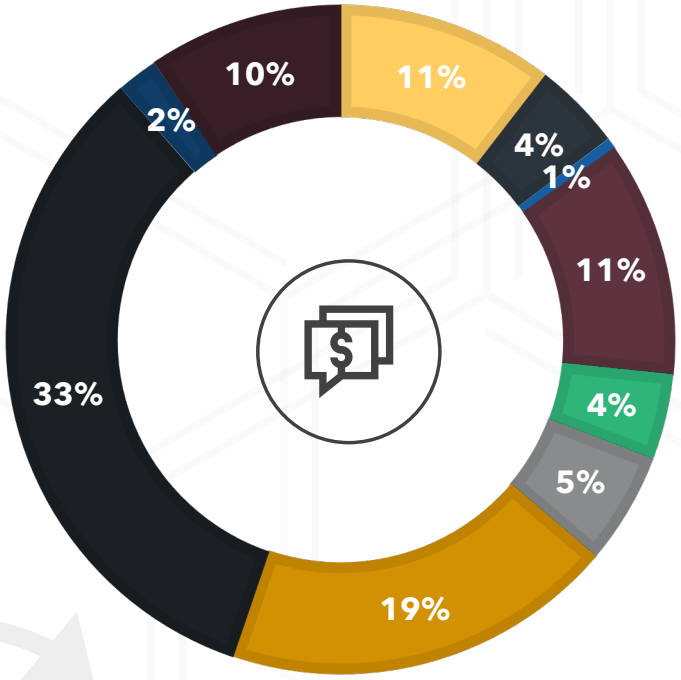
Countywide Employment Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (May 2025)	0.3%	0.5%	0.7%	0.8%	0.6%	0.6%	0.7%	0.6%	0.6%	0.6%
Prior (Feb 2025)	0.3%	0.7%	0.7%	0.7%	0.8%	1.1%	0.9%	0.9%	0.7%	0.7%

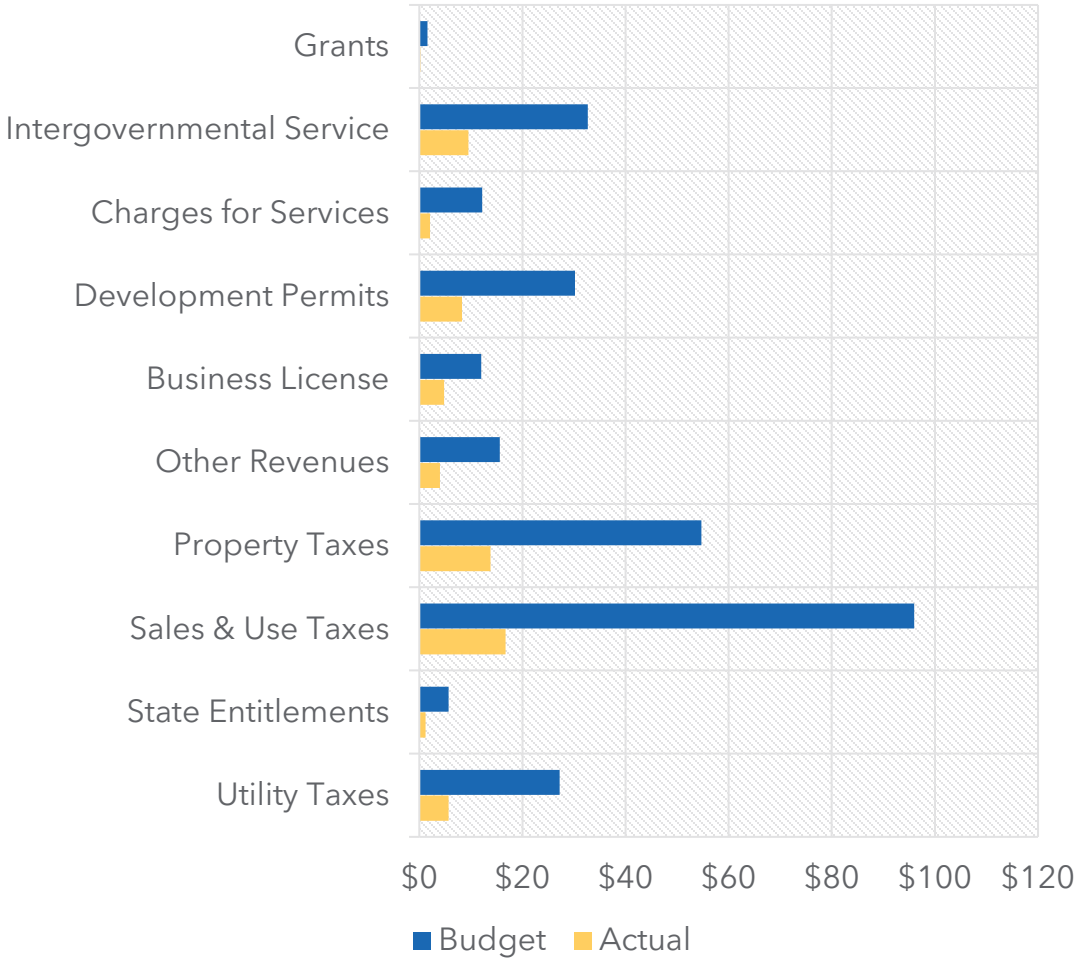
Source: King County Office of Economic and Financial Analysis

General Fund Revenue – Q2 2025

BIENNIAL BUDGET $287.9M



BUDGET VS ACTUAL



General Fund Revenue – Q2 2025

Category	Budget	Target	Actuals	$ Variance (Target)	% Variance (Target)
Property Tax	$54,698,137	$14,232,787	$13,841,046	($391,741)	-3%
Sales & Use Tax	95,956,694	13,892,969	16,667,895	2,774,926	20%
Utility Taxes	27,247,937	5,888,628	5,736,619	(152,009)	-3%
Development Permit Fees	30,241,651	7,783,911	8,274,481	490,571	6%
Business License Fees	11,950,814	4,900,051	4,764,298	(135,753)	-3%
Grants	1,609,936	1,592,472	192,120	(1,400,351)	-88%
Intergovernmental	32,684,508	7,168,486	9,511,243	2,342,757	33%
State Entitlements	5,739,102	1,284,416	1,087,591	(196,825)	-15%
Charges for Service	12,169,380	2,926,375	2,135,347	(791,028)	-27%
Other Revenues	15,617,497	4,683,011	4,069,919	(613,092)	-13%
Total	**$287,915,655**	**$64,353,106**	**$66,280,561**	**$1,927,455**	**3%**

2025-2026 New Ongoing Revenue

Description	Total Budget	Actuals to Date
EMS Transport Fees	$1,760,000	$0
Speed Camera (Parks/Schools)	$500,000	$0
1% Utility Tax on City Water, Wastewater, Stormwater	$1,170,000	$231,000

SB 5814 - Overview

Passed as part of Washington State 2025-2027 operating budget to expand retail sales and use tax to cover a new set of services.

- Enacted July 27, 2025. Most provisions take effect October 1, 2025, with nicotine provisions starting January 1, 2026
- New service-based tax base:
  - IT consulting & custom software
  - Advertising (digital and nondigital except traditional print/radio/TV)
  - Data processing
  - Temporary staffing services
  - Investigation/security
  - Live presentations (in-person or remote)
- Expected to generate approximately $1.1 billion in first biennium and $2.7 billion over four years across the state. Washington State cities are expected to received $109 million in 2026
- Cities receive their share since local governments levy a portion of the state sales tax

SB 5814 - Impacts

- Expected to generate $2 million annually for Redmond
  - Tech and professional services presence suggests a larger-than-average share of new revenues generated
  - Estimate determined based on current share of state sales tax and assumed new revenue
  - Working to refine estimate based on our local tax base

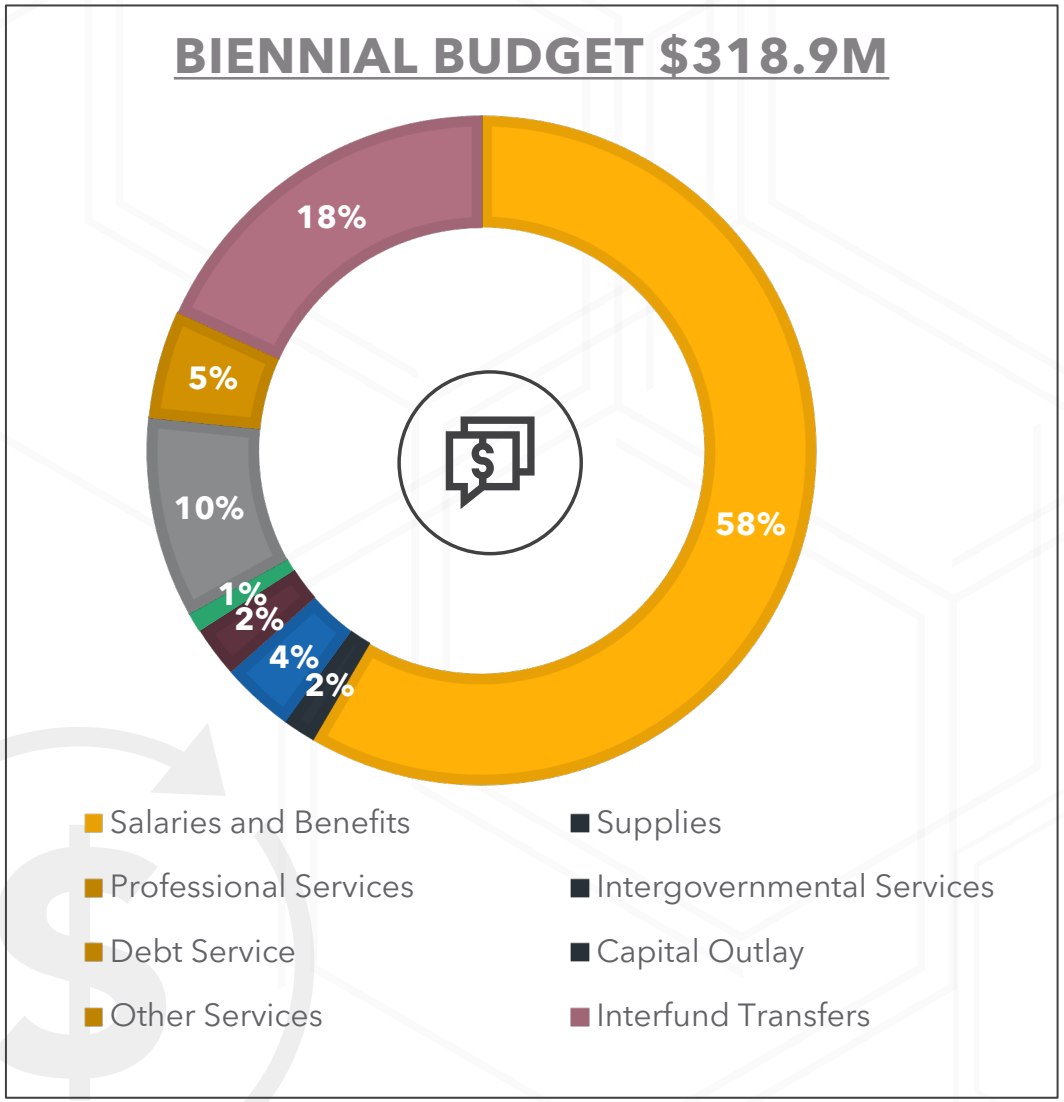
- Expected to cost Redmond approximately $325,000 - $400,000 annually depending on contract amounts.
  - Contract staffing
  - Tech services
  - Cybersecurity
  - Software Development
  - Advertising
  - Working to refine estimate based on current and expected contracts for services

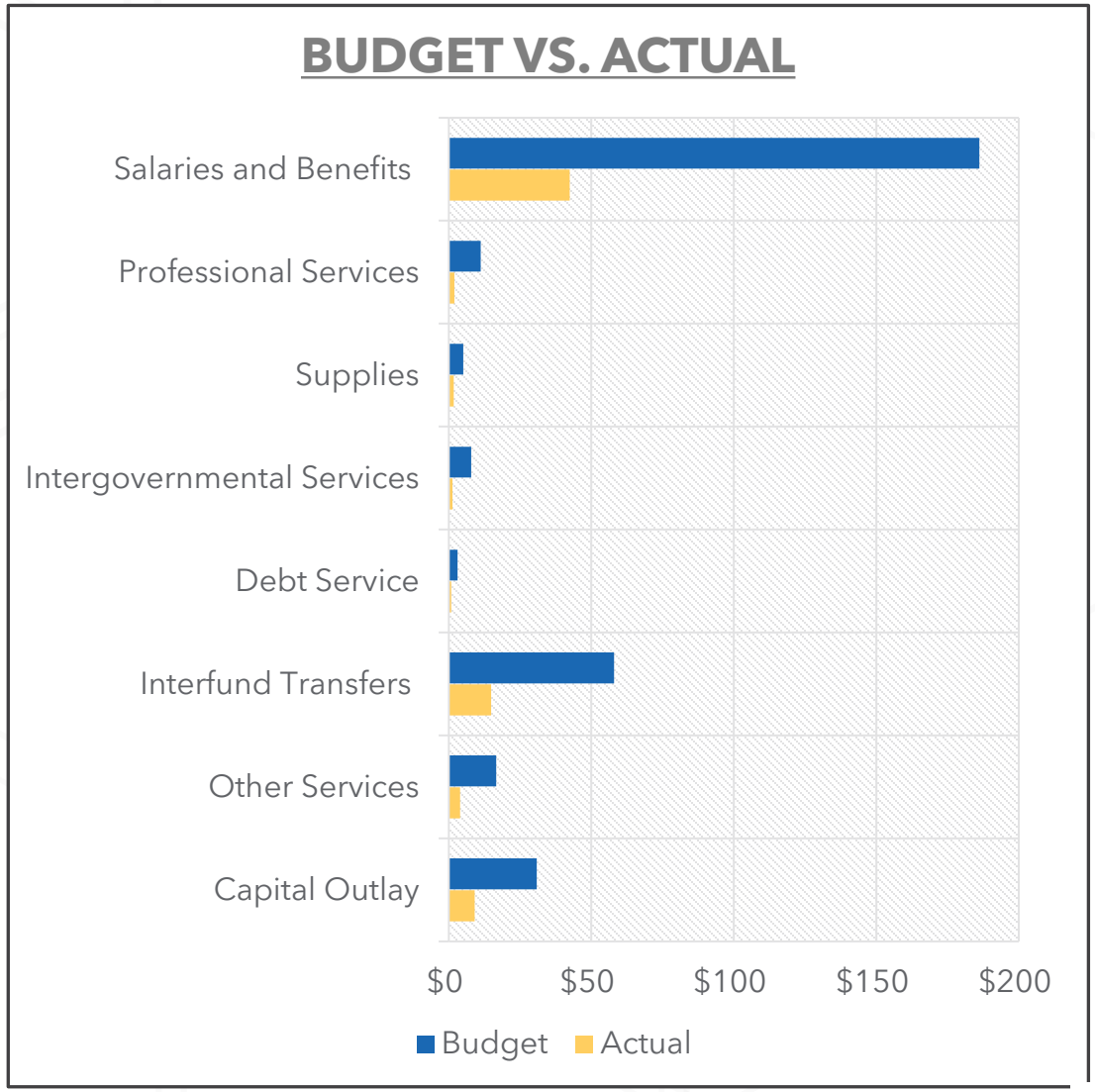
- Net gain between $1.6 - $1.7 million expected from initial estimate based and working to refine based on local tax base and contract limits.

SB 5814 - Considerations

- The $109 million estimate for Washington State cities comes from DOR guidance and AWC projections for year one
- Future distributions may shift
- City service contracts volume fluctuates and large one-time BTIP projects could add tax burden
  - Working with TIS to understand the impact for 2025-2026
- Rulemaking and sourcing guidance from DOR through summer 2025 may adjust

General Fund Expenditures – Q2 2025

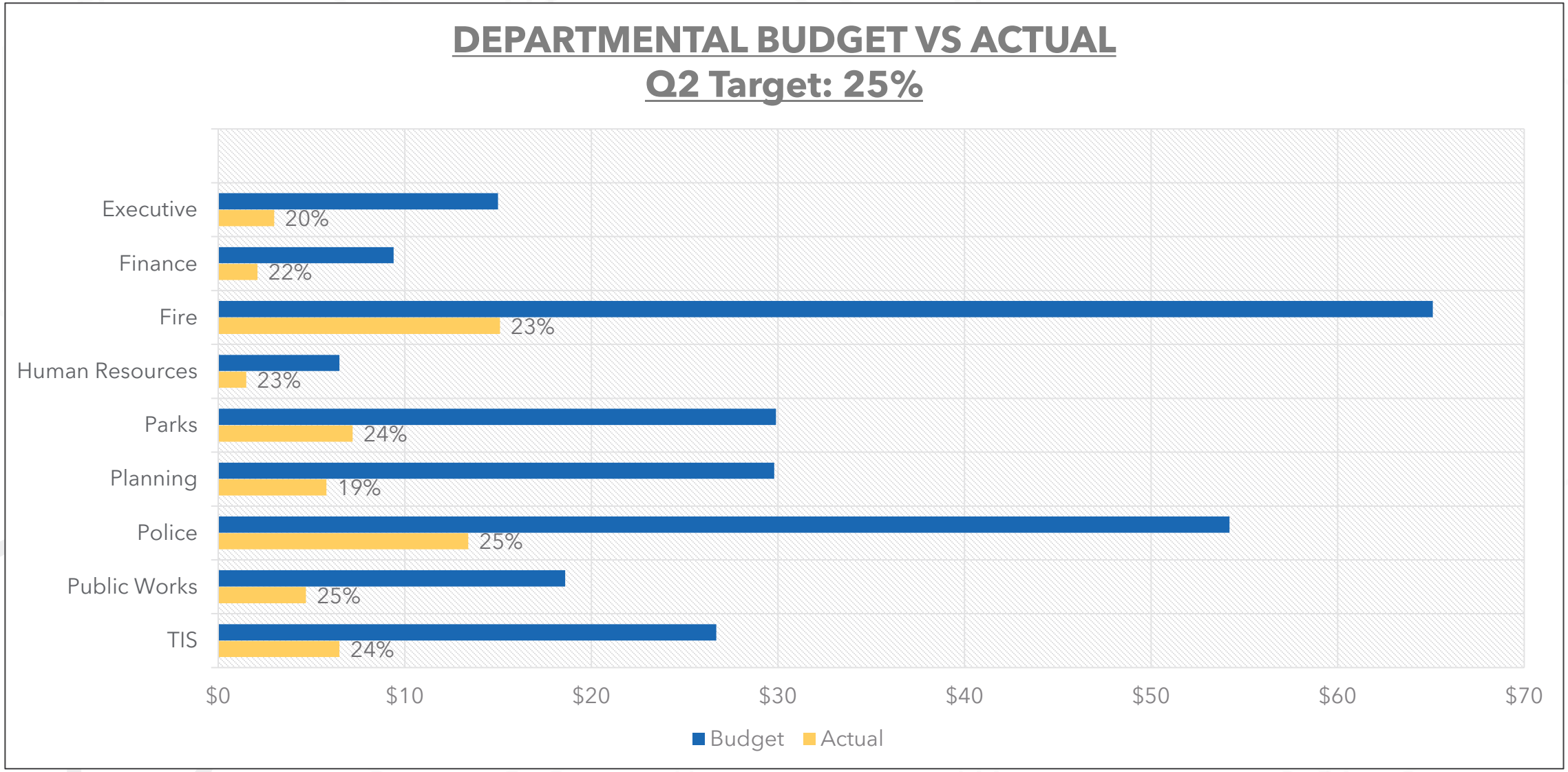




General Fund Expenditures – Q2 2025

Category	Budget	Actual	% Expended	% Over/ - Under
Salaries & Benefits	$186,207,511	$42,423,782	23%	-2%
Professional Services	11,208,674	1,879,004	17%	-8%
Supplies	5,093,099	1,703,841	34%	9%
Intergovernmental Services	7,761,921	1,303,973	17%	-8%
Other Services	16,629,280	3,998,595	24%	-1%
Debt Service	3,058,194	763,158	25%	0%
Capital Outlay	30,920,197	9,075,317	29%	4%
Interfund Transfers	57,979,071	14,828,850	26%	1%
Total	**$318,857,948**	**$75,976,520**	**24%**	**-1%**

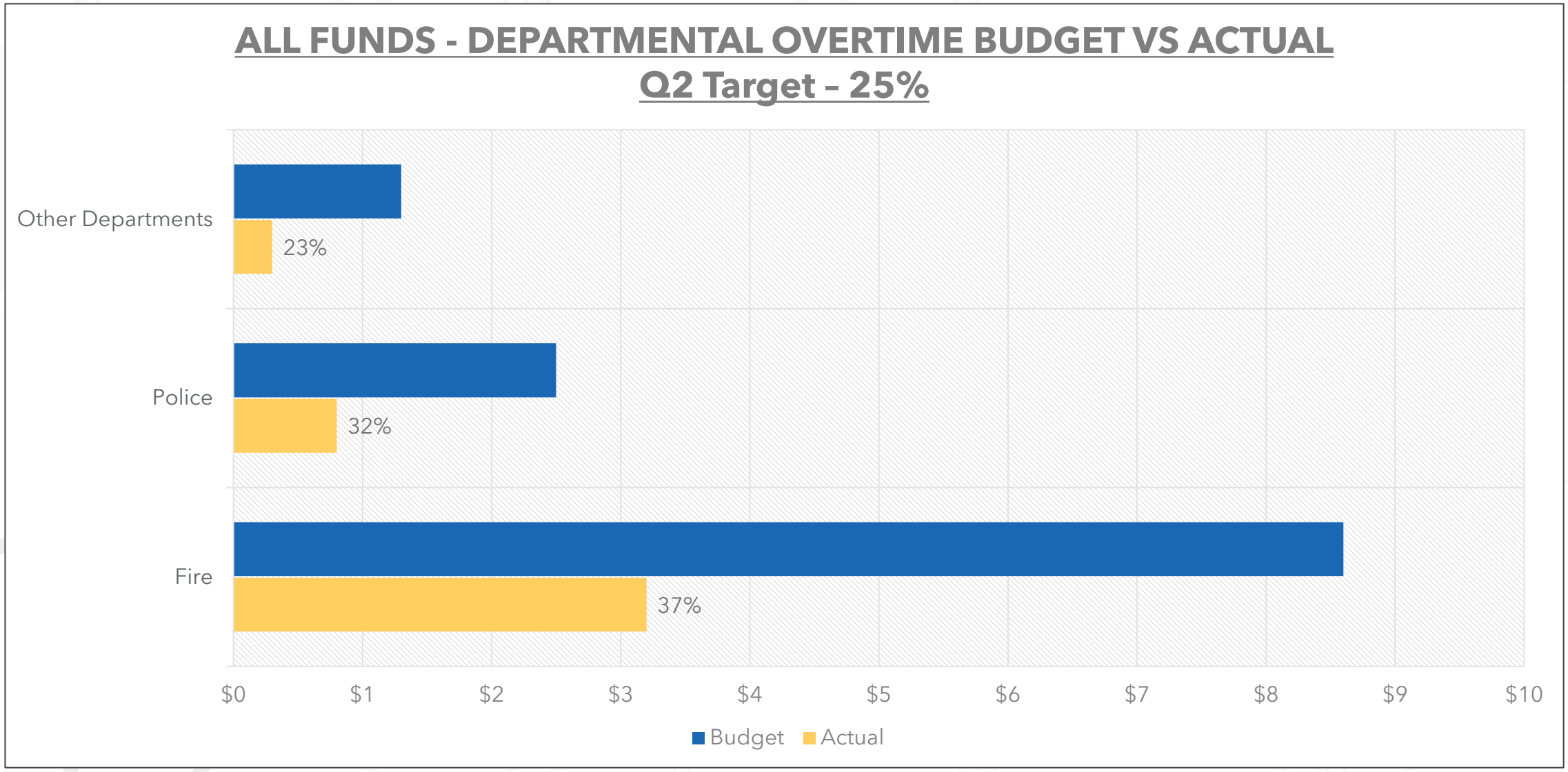
General Fund Expenditures - Q2 2025



Opioid Settlement

Description	2023	2024	2025 To Date	TOTAL
Beginning Fund Balance	$77,533			$77,533
Revenue	**$39,730**	**$583,158**	**$156,464**	**$779,352**
Expenditures				
Handheld Narcotics Analyzer		$34,162		$34,162
Porchlight - Behavioral Mental Health			$12,538	$12,538
Friends of Youth - Mental Health and Substance Use Disorder Services			$13,000	$13,000
IKRON of Greater Seattle - Behavioral Health Services			$10,750	$10,750
Therapeutic Health Services - Substance Use and Mental Health Treatment Prog			$7,560	$7,560
Youth Eastside Services - Behavioral Health Care for Children and Youth			$69,897	$69,897
Youth Eastside Services - Community-Based Outreach			$25,139	$25,139
Youth Eastside Services - Early Childhood Behavioral Health			$22,579	$22,579
Youth Eastside Services - Latine Programs			$20,226	$20,226
Care Solace			$40,000	$40,000
Total Expenditure	**$0**	**$34,162**	**$221,689**	**$255,851**
Total Balance				**$601,034**

Citywide Overtime – Q2 2025

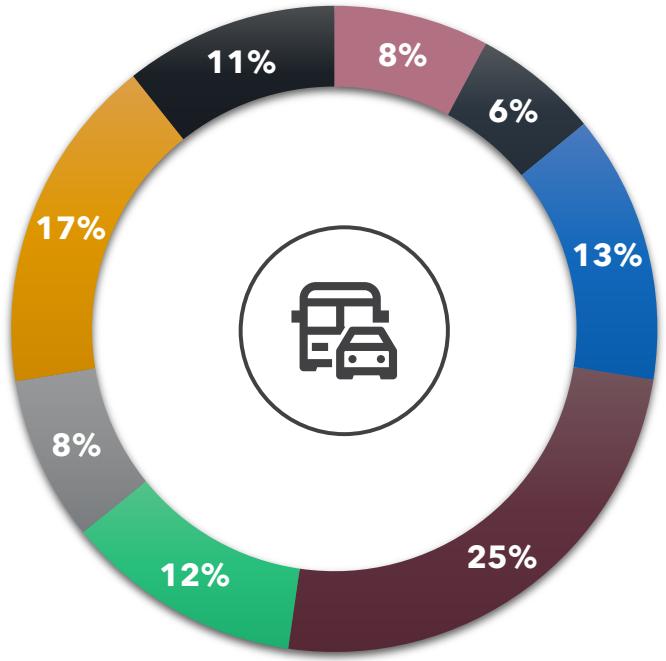


Citywide Overtime – Q2 2025

Department	Budget	Actual	% Expended	% Over/ Under
Fire Department				
Regular Salaries	*$57,940,278*	*$12,578,389*	*22%*	*3%*
Overtime Salaries	*8,573,003*	*3,161,510*	*37%*	*-12%*
Fire Department Total	**$66,513,281**	**$15,739,899**	**24%**	**1%**
Police Department				
Regular Salaries	*$36,633,784*	*$7,930,296*	*22%*	*3%*
Overtime Salaries	*2,514,014*	*844,580*	*34%*	*-9%*
Police Department Total	**$39,147,798**	**$8,774,876**	**11%**	**3%**
All Other Departments				
Regular Salaries	*$105,767,273*	*$24,194,016*	*23%*	*2%*
Overtime Salaries	*1,303,293*	*282,210*	*22%*	*3%*
All Other Departments Total	**$107,070,565**	**$24,476,226**	**23%**	**2%**
Total Citywide Salaries	**$224,099,432**	**$48,991,001**	**23%**	**2%**

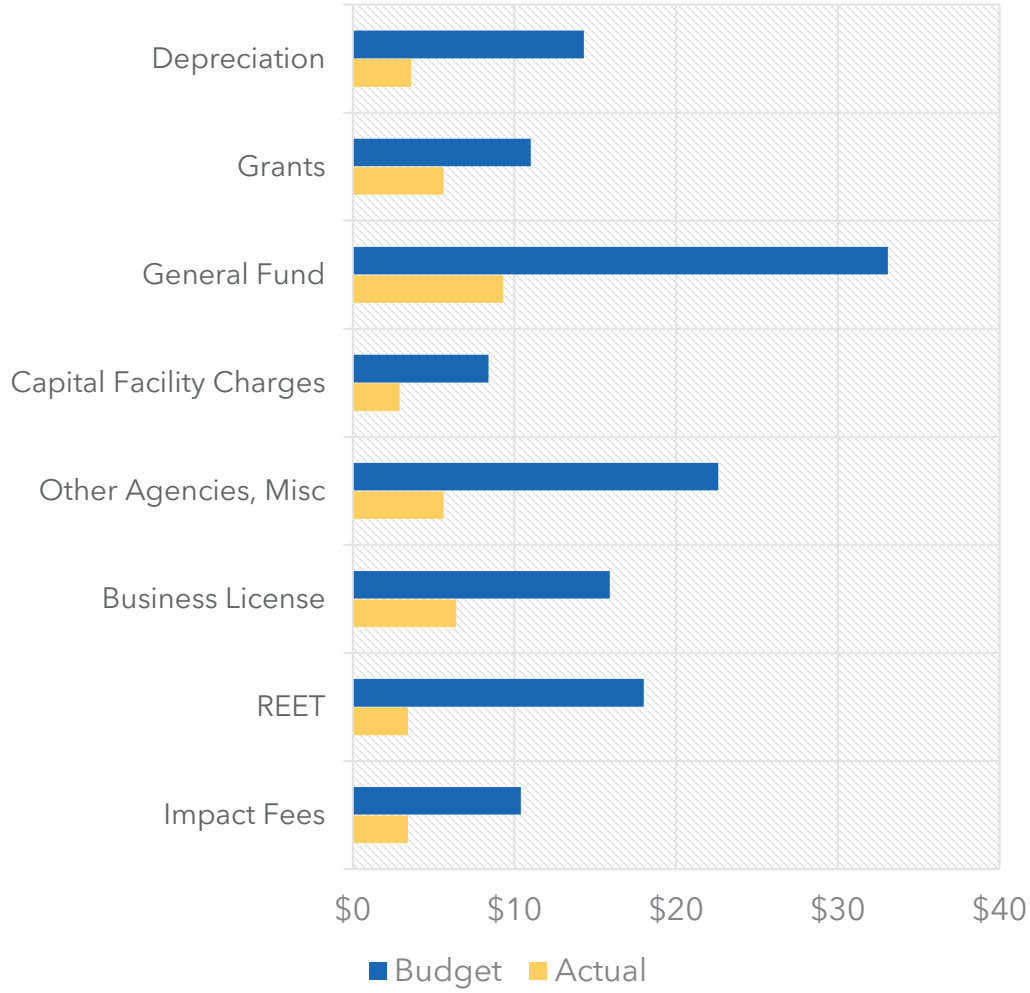
Capital Investment Program Revenue – Q2 2025

BIENNIAL BUDGET $133.7M



- Impact Fees
- Capital Facility Charges
- REET
- General Fund
- Business License
- Grants
- Other Agencies, Misc
- Depreciation

BUDGET VS. ACTUAL



Capital Investment Program Revenue – Q2 2025

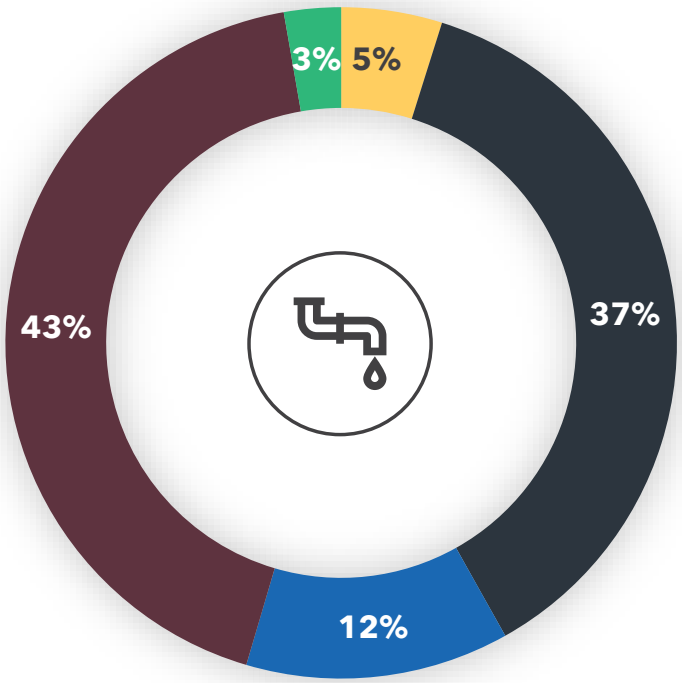
Category	Budget	Actual	% Collected	% Over/ Under
Business License	$15,890,892	$6,384,567	40%	15%
Capital Facilities Charges	8,397,365	2,881,902	34%	9%
Depreciation	14,258,141	3,577,790	25%	0%
General Fund	33,093,391	9,320,145	28%	3%
Grants	10,984,509	5,586,728	51%	26%
Impact Fees	10,400,000	3,371,006	32%	7%
Miscellaneous	14,480,350	5,280,029	37%	12%
Other Agencies	8,152,544	365,390	5%	-21%
REET	18,000,000	3,399,233	19%	-6%
Total	**$133,657,192**	**$40,166,789**	**30%**	**5%**

Capital & Business Technology Investment Programs Expenditures - Q2 2025

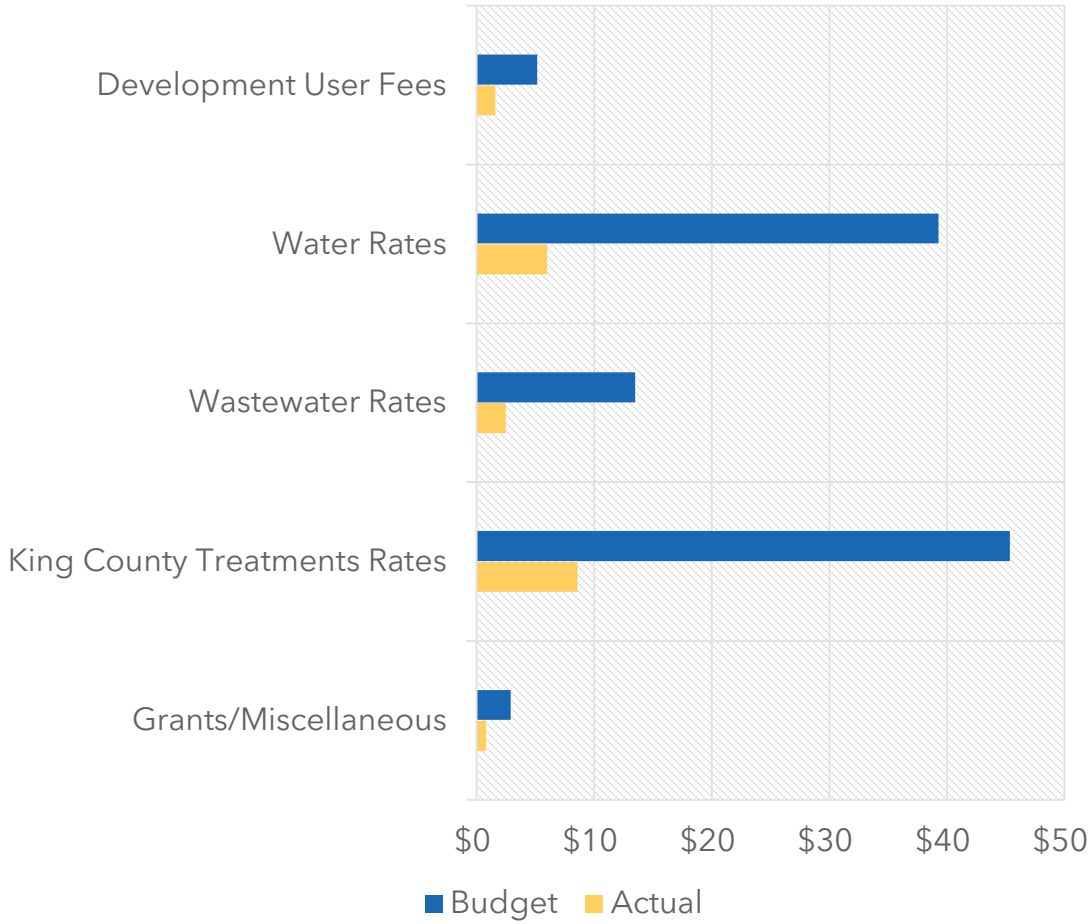
Program	Budget	Actual	% Expended	% Over/ Under
Capital Investment Program (CIP)	**$172,156,332**	**$20,046,232**	**12%**	**13%**
General Government CIP	*$117,107,722*	*$16,841,269*	*14%*	*11%*
Utility CIP	*$55,048,609*	*$3,204,964*	*6%*	*19%*
Business & Technology Investment Program (BTIP)	**9,530,483**	**1,266,715**	**13%**	**12%**
Total	**$181,686,814**	**$21,312,948**	**12%**	**13%**

Water/Wastewater Utility Revenue – Q2 2025

BIENNIAL BUDGET $106.2M



BUDGET VS. ACTUAL



Water/Wastewater Utility Revenue – Q2 2025

Category	Budget	Actual	% Collected	% Over/ Under
Development User Fees	$5,157,677	$1,604,642	31%	6%
Water Rates	39,312,077	6,009,933	15%	-10%
Wastewater Rates	13,475,876	2,539,004	19%	-6%
King County Treatment Rates	45,352,228	8,588,423	19%	-6%
Grants/Miscellaneous	2,916,558	786,320	27%	2%
Total	**$106,214,416**	**$19,528,323**	**18%**	**-7%**



Healthy and Sustainable 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q2 ACTUAL	% SPENT	% OVER/ UNDER
0000262	Wastewater Management	Public Works	$62,791,389	$16,820,289	27%	-2%
0000263	Parks, Trails, & Open Space	Parks	18,084,864	4,205,443	23%	2%
0000264	Environmental Sustainability	Executive	2,097,048	437,155	21%	4%
0000265	Solid Waste Management	Public Works	2,898,862	576,842	20%	5%
0000266	Stormwater Management	Public Works	22,915,408	3,986,252	17%	8%
0000267	Safe & Reliable Drinking Water	Public Works	40,408,988	10,357,749	26%	-1%
0000268	Ground & Surface Water Mgmt	Public Works	6,932,451	1,418,340	20%	5%
0000401	Community Recreation	Parks	14,118,036	3,165,731	22%	3%
		TOTAL	**$170,247,046**	**$40,967,801**	**24%**	**1%**



Safe and Resilient
2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q2 ACTUAL	% SPENT	% OVER/ UNDER
0000275	Criminal Investigation	Police	$5,742,210	$1,674,135	29%	-4%
0000276	Criminal Justice	Executive	5,297,556	1,338,840	25%	0%
0000277	Fire & Medical Operations	Fire	71,952,285	17,089,274	24%	1%
0000278	Fire Support Services	Fire	16,057,638	3,359,278	21%	4%
0000279	Police Patrol & Response	Police	33,875,489	7,787,312	23%	2%
0000280	Police Dispatch & Support	Police	13,978,347	3,133,776	22%	3%
0000281	Construction Inspection	Planning	9,476,111	1,887,610	20%	5%
0000282	Street & Traffic Safety	Public Works	20,254,073	4,918,244	24%	1%
0000283	Fire Prevention Services	Fire	2,585,881	579,296	22%	3%
		TOTAL	**$179,219,590**	**$41,767,766**	**23%**	**2%**



Strategic and Responsive 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q2 ACTUAL	% SPENT	% OVER/ UNDER
0000288	Operating Reserves	Finance	$82,373,848	$1,423,929	2%	23%
0000289	City Council	Executive	968,670	223,495	23%	2%
0000290	Executive Leadership	Executive	12,390,705	1,738,495	14%	11%
0000291	Fleet Management	Public Works	20,106,333	4,987,778	25%	0%
0000292	Community Outreach/Involvement	Executive	2,946,246	601,255	20%	5%
0000293	Citywide Communications	Executive	2,485,441	545,614	22%	3%
0000294	Technology Solutions	TIS	27,991,672	6,855,587	24%	1%
0000295	Diversity, Equity & Inclusion	Executive	776,900	157,012	20%	5%
0000296	Human Resources	Human Resources	46,753,798	11,775,431	25%	0%
0000297	Fiscal Accountability	Finance	17,905,223	4,876,614	27%	-2%
		TOTAL	**$214,698,837**	**$33,185,211**	**15%**	**10%**



Vibrant and Connected 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q2 ACTUAL	% SPENT	% OVER/ UNDER
0000302	Microsoft Campus Refresh	Planning	$2,348,436	$589,621	25%	0%
0000303	Development Services	Planning	20,014,026	4,282,810	21%	4%
0000304	Community/Economic Development	Planning	7,914,3391	1,337,391	17%	8%
0000305	Capital Investment Delivery	Public Works	835,732	217,276	26%	-1%
0000306	Facilities Management	Parks	9,222,953	2,078,958	23%	2%
0000307	Housing & Human Services	Planning	9,345,614	2,137,121	23%	2%
0000308	Arts & Community Events	Parks	2,558,045	411,946	16%	9%
0000309	Light Rail	Planning	847,220	210,290	25%	0%
0000310	Mobility of People & Goods	Planning	6,986,272	1,368,387	20%	5%
		TOTAL	**$60,072,637**	**$12,633,800**	**21%**	**4%**

Next Steps

- Q3 Financial Report November 18

- Budget Planning Study Session November 12
  - Long-Range Financial Strategy
  - Fiscal Policies
  - Performance Report
  - 2025-2026 Service Enhancements Status
  - HB 2015
  - 2027-2028 Budget Process Community Involvement Plan

Thank you

Any Questions?

Redmond
WASHINGTON

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. AM No. 25-143
Type: New Business

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

City Council	Council President Vanessa Kritzer	N/A
City Council	Councilmember Melissa Stuart	N/A
City Council	Councilmember Osman Salahuddin	N/A

TITLE:
Allocate $250,000 of Community Stability Funding to Support Immigrants, Refugees, and Asylum Seekers

OVERVIEW STATEMENT:
As noted in our 2025 Welcoming Week Proclamation, Redmond residents who are immigrants, refugees, and asylum seekers are especially impacted by the current federal regulatory environment, facing fear, harassment, uncertainty and trauma regardless of their legal status. To better understand the current impacts in our community, Councilmembers, Mayor Birney, and staff have met with community-based organizations to better understand their immediate needs for relief and support. In addition to strengthened communication, the Councilmembers heard community leaders and their clear call for rapid response funding to support increased levels of service and resources they are providing to our immigrant community members in Redmond and address gaps caused by federal changes.

To match our commitment to a welcoming, equitable, and inclusive community with action, it is proposed that the council allocate $250,000 of funding already budgeted for community stability to an immediate needs grant round focused on support for our immigrant, refugee, and asylum-seeking community members. The proposed funding may be distributed to nonprofit organizations currently vetted and funded by the city's human services grant program in order to support legal assistance, housing stability, food security, and other needs as a result of current immigration enforcement. This is a one-time funding disbursement in response to unprecedented needs and is not eligible for renewal. Funding should be spent to relieve the immediate needs of Redmond residents, not be used to fund ongoing staff positions, and must be exhausted no later than December 31, 2026.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
  Respect, Equity, Diversity and Inclusion Plan, Welcoming Proclamation, Resolution 1465, Redmond Community

Strategic Plan, Redmond 2050

- **Required:**
  N/A
- **Council Request:**
  This is a council request and in response to a council priority set at the 2025 retreat. The proposal was developed in collaboration between councilmembers and the mayor.
- **Other Key Facts:**
  The list of community partners receiving Human Services funding for the 2025-26 biennium.

OUTCOMES:
Redmond residents experiencing instability due to unprecedented uncertainty will have greater access to legal services, housing, and more.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
  N/A
- **Outreach Methods and Results:**
  Meetings with local community-based organizations.
- **Feedback Summary:**
  Per the direction of the Council, three Councilmembers met with leaders of local community-based organizations who are supporting immigrants, refugees, and asylum seekers in Redmond. Mayor Birney also met with several of the organizations. This proposal was drafted together and introduced during Council Talk Time on September 9, 2025.

BUDGET IMPACT:

Total Cost:
$250,000

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

Budget Offer Number:
Affordable Housing Program (page 31, 225)

Budget Priority:
Vibrant & Connected

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

Funding source(s):
The proposed allocation will be made from the Council's 2025-2026 budget enhancement for community stability in the

General Fund.

Budget/Funding Constraints:
This is a one-time funding disbursement in response to unprecedented needs and is not eligible for renewal. Funding should be spent to relieve the immediate needs of Redmond residents, not be used to fund ongoing staff positions, and must be exhausted no later than December 31, 2026.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/9/2025	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
The City of Redmond's community-based organizations have been stretched thin serving emerging needs throughout 2025 and, in some cases, not able to meet all the immediate demands. The sooner this funding is approved, the sooner it can get to work helping lift up our community.

ANTICIPATED RESULT IF NOT APPROVED:
If not approved, Redmond residents who are immigrants, refugees, and asylum seekers will continue to face gaps in service as they navigate the unprecedented federal enforcement actions.

ATTACHMENTS:
Attachment A: Councilmember Statement for Community Stability Fund Allocation
Attachment B: 2025-2026 Human Services Funding Recommendations

Overview Statement:

As noted in our 2025 Welcoming Week Proclamation, Redmond residents who are immigrants, refugees, and asylum seekers are especially impacted by the current federal regulatory environment, facing fear, harassment, uncertainty and trauma regardless of their legal status. To better understand the current impacts in our community, Councilmembers, Mayor Birney, and staff have met with community-based organizations to better understand their immediate needs for relief and support. In addition to strengthened communication, the Councilmembers heard community leaders and their clear call for rapid response funding to support increased levels of service and resources they are providing to our immigrant community members in Redmond and address gaps caused by federal changes.

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Agency - Program Name	Annual Requested Amount	Annual Recommended Amount
Basic Needs	$624,134	$309,513
Assistance League of the Eastside - Operation School Bell	$5,300	$0
Bridge Disability Ministries - Meyer Medical Equipment Center	$10,000	$10,000
Eat Happy Now - Food Rescue and Delivery	$35,000	$10,000
Essentials First - Community Kits (+ Information & Assistance) Program	$55,000	$0
Essentials First - Volume Distribution Program	$35,000	$32,651
Essentials First - World Food Program	$24,000	$24,000
Hopelink - Food	$186,000	$78,841
Kent Kitchen - End Hunger Program	$25,000	$0
KidVantage - A Strong Foundation for Kids - Basic Needs	$19,322	$19,322
Kin On Health Care Center -Thriving Connections	$50,000	$0
Lake Washington Schools Foundation - Pantry Packs Food Security	$15,000	$14,943
MAPS - MCRC - Food & Gas cards	$15,000	$15,000
Redmond United Methodist Church - Redmond School Break Food Box Program	$65,000	$65,000
Renewal Food Bank - Culturally Relevant and Linguistically Diverse Grocery Style Food Bank	$59,512	$29,756
Sound Generations - Meals on Wheels	$10,000	$10,000
The Salvation Army Eastside Corps - Food Programs	$15,000	$0
Community Support & Advocacy	$1,214,463	$426,905
4 Tomorrow - Life Services Program	$55,000	$55,000
Brazilian Community Services - Next Level Skillset Accelerator	$70,000	$0
BrightSpark - Child Care Information, Referral, and Resource Navigation Services	$10,000	$0
Centro Cultural Mexicano - Mi Casa and Maker Space: Empowering Communities	$260,000	$56,650
Chinese Information and Service Center - East King County Family Resource Center	$65,000	$65,000
Crisis Connections - King County 211	$20,000	$0
Eastside Legal Assistance Program - Housing Stability Legal Aid	$25,000	$19,313
Eastside Legal Assistance Program - Pooled Cities General Request	$30,000	$0
Hopelink - Family Development	$43,750	$24,411
Indian American Community Services - Rahat Community Human Services Program	$60,000	$60,000
Indian American Community Services (IACS) - Crisis Services Program	$56,000	$56,000
Indian American Community Services (IACS) - Cultural Navigation Program	$30,000	$30,000
Kindering Center - Families in Transition (FIT)	$39,600	$11,031
King County Bar Foundation - Neighborhood Legal Clinics	$11,000	$0

MAPS - MCRC - Information & Referrals	$32,000	$32,000
Pride Across the Bridge - LGBTQIA+ Outreach and Programming	$10,000	$10,000
Sankofa Consulting DBA Africans on the Eastside - Bridging the Gap to Food and Housing Security	$7,500	$7,500
Ubumwe Women Association Services - Immigrant and Refugee Youth and Women's Empowerment Support Group	$115,813	$0
Washington Autism Alliance & Advocacy - Autism Multi-System Navigation	$47,800	$0
WeeCare, Inc. (DBA Upwards) - BOOST	$136,000	$0
Congolese Integration Network (CIN) - Community Support	$90,000	$0
Employment & Education	$417,513	$151,784
BrightSpark - Child Care Technical Assistance & Training Program	$8,000	$0
BrightSpark - Infant Early Childhood Mental Health Program	$7,048	$0
Families of Color Seattle - Peer-led Parent Groups for BIPOC Families	$7,500	$0
Friends of Youth - Youth Employment Program	$18,000	$16,995
HERO House NW - Supported Employment	$25,000	$12,500
Hopelink - Adult Education	$79,700	$39,850
Hopelink - Employment	$62,240	$33,990
Hopelink - Financial Capabilities	$29,160	$14,580
Immigrant Women's Community Center - Conflict Resolution Training Program	$12,500	$12,500
Indian American Community Services (IACS) - Small Business Support Program	$70,000	$0
KidsQuest Children's Museum - Noticias	$12,000	$11,369
Kindering Center - Child Care and Preschool Consultation	$31,080	$0
Kindering Center - Parent Education and Family Support	$15,750	$10,000
Lake Washington Schools Foundation - Inclusive Libraries	$19,035	$0
IKRON of Greater Seattle - Integrated Employment Services	$17,500	$0
Northwest Education Access - Helping Opportunity Youth (OY) build a pathway to postsecondary education and a living wage career	$3,000	$0
Homelessness & Housing	$1,790,674	$833,834
4 Tomorrow - Emergency Temporary Housing & Homelessness Recovery Program	$50,000	$0
4 Tomorrow - Eviction Prevention, rental, move-in and mortgage assistance.	$150,000	$150,000
Archdiocesan Housing Authority- Coordinated Care Agency - New Bethlehem Programs	$100,000	$100,000
Catholic Community Services of King County - Emergency Assistance	$12,000	$0
Friends of Youth - Transitional Living Programs	$38,000	$36,469
Friends of Youth - Willows Youth Services Center (WYSC)	$168,000	$115,242
Friends of Youth - Youth Haven	$108,000	$12,360
HERO House NW - Supported Housing	$20,000	$0
Hopelink - Financial Resiliency	$91,800	$0

Hopelink - Housing	$120,074	$0
Housing Connector - Housing for All, Powered by Technology: Eviction and Homelessness Prevention and Housing Stability Support Services for Vibrant Communities	$250,000	$0
Imagine Housing - Behavioral Health Support	$10,000	$0
Imagine Housing - Resident Services	$20,800	$0
MAPS - MCRC - Emergency Rental Assistance	$35,000	$35,000
Mary's Place - A Place to Call Home	$10,000	$0
Overlake Christian Church - Emergency Financial Aid and Assistance Program	$48,000	$0
Overlake Christian Church - Safe Parking and Day Center Emergency Shelter and Support Program	$45,000	$38,965
Porchlight - Behavioral Mental Health	$32,500	$25,076
Porchlight - Enhanced Shelter Program	$169,000	$133,900
Porchlight - Housing	$12,500	$10,300
Porchlight - Rotating Shelter	$15,000	$12,875
The Sophia Way - Helen's Place	$180,000	$106,916
The Sophia Way - Sophia's Place	$55,000	$30,793
YWCA Seattle | King | Snohomish - Family Village (FV)	$50,000	$25,938
Safe & Healthy Communities	$981,653	$678,325
4 Tomorrow - Mental Health Coordination & Gap Therapy	$67,041	$67,041
Asian Counseling and Referral Service - Children, Youth and Families (CYF)	$14,700	$14,700
Asian Counseling and Referral Service - Whole health Oriented Mental Health Program	$20,000	$15,450
Consejo Counseling and Referral Service - Domestic Violence Services	$11,000	$10,300
Crisis Connections - Regional Crisis Line	$10,000	$10,000
Crisis Connections - Washington Warm Line (Support After Suicide)	$10,000	$0
DAWN Domestic Abuse Women's Network - Community Advocacy Programs (CAP)	$5,000	$0
Essence Health and Research Foundation (EH&R) - Goals for Health Program: Healthcare Services for Chronic Disease, Trauma/Rape/PTSD, Addiction, Mental Health, & General Health Conditions (Discounted Services)	$10,000	$0
Essence Health and Research Foundation (EH&R) - Lift Up Campaign Program: Healthcare Services for Chronic Disease, Trauma/Rape/PTSD, Addiction, Mental Health, & General Health Conditions for Low Income Individuals/Families (Free Services)	$20,000	$0
Friends of Youth - Mental Health and Substance Use Disorder Services	$26,000	$26,000
Harborview Medical Center - Abuse & Trauma Counseling Services	$26,500	$13,250
HealthPoint - Dental Care Program	$25,000	$25,000
HealthPoint - Medical Care Program	$29,000	$29,000

IKRON of Greater Seattle - Behavioral Health Services	$43,000	$43,000
Indian American Community Services (IACS) - Mental and Behavioral Health Services Program	$60,000	$60,000
International Community Health Services (ICHS) - Behavioral Health	$45,000	$0
King County Sexual Assault Resource Center - Advocacy services for sexual assault survivors and their families	$18,476	$18,298
LifeWire - Emergency and Transitional Shelter (HSH Apartments)	$45,000	$0
LifeWire - Housing Stability Program	$26,730	$25,029
LifeWire - Survivor Advocacy Services	$59,576	$55,785
Medical Teams International - Care & Connect Mobile Dental Clinics for Underserved and Low-Income Communities	$72,000	$0
NAMI Eastside - Community Mental Health Education and Support Program	$30,000	$0
NAMI Eastside - Youth Mental Health Programs	$5,000	$0
Therapeutic Health Services - Substance Use and Mental Health Treatment Program	$30,242	$30,242
Washington Poison Center - Emergency Services and Education	$24,885	$0
Youth Eastside Services - Behavioral Health Care for Children and Youth	$147,088	$139,794
Youth Eastside Services - Community-Based Outreach	$52,901	$50,278
Youth Eastside Services - Early Childhood Behavioral Health	$47,514	$45,158
Success at Every Age	$427,361	$227,394
Big Brothers Big Sisters of Puget Sound - 2025-2026 Community Youth Mentoring Program	$12,440	$0
Boys & Girls Clubs of King County - Kirkland Boys & Girls Club Out-of-School Youth Development Programming	$6,050	$0
Bridge of Promise - Bridge Academy	$5,000	$0
BrightSpark - Child Care Financial Assistance Program	$85,000	$61,127
Catholic Community Services of King County - Volunteer Services	$12,500	$10,000
Chinese Information and Service Center - Russian Speaking Senior Day Program	$15,000	$15,000
Communities In Schools of Greater King County - Integrated Student Support	$40,000	$40,000
Community Homes, Inc. - Housing Stability for Adults with Developmental Disabilities and their Care Providers	$12,000	$10,815
Crisis Connections (formerly Crisis Clinic) - Teen Link	$10,000	$0
Friends of Youth - Healthy Start	$10,000	$0
KidsQuest Children's Museum - Sensory Access Programming	$15,500	$0
Kin On Health Care Center - Passionate Volunteer Navigation Program	$15,000	$0
Kindering Center - ParentChild+	$30,069	$10,000
Lake Washington Schools Foundation - LINKS Lunch Buddies Mentoring	$20,000	$10,000
MAPS - MCRC - Golden Times Senior Services	$15,000	$15,000

Old Friends Club - Dementia Social Respite Program	$15,000	$0
Open Doors for Multicultural Families - Multicultural Case Management	$30,000	$15,000
Redmond Toddler Group - Early Childhood Learning and Parenting Support for Children aged 4 months to 5 years.	$21,240	$0
Sound Generations - Volunteer Transportation Services (VTS)	$10,000	$0
Youth Eastside Services - Latine Programs	$42,562	$40,452
Athletes for Kids - Athletes for Kids	$5,000	$0
Grand Total	**$5,455,798**	**$2,627,755**

City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 9/16/2025
Meeting of: City Council

File No. SPC 25-072
Type: Executive Session

To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 20 minutes

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REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01
RESOLUTION NO. 11

A RESOLUTION OF THE REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01 RECOMMENDING APPROVAL OF PETITION BY MICROSOFT CORPORATION TO DISSOLVE REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01; MAKING FINDINGS IN SUPPORT OF THE DISSOLUTION; AND REQUESTING THE REMAINING BALANCE TO BE REPAID TO MICROSOFT CORPORATION

WHEREAS, Resolution No. 1411 (AM) of the City of Redmond, passed by the City Council on July 15, 2014, formed Redmond Community Facilities District ("CFD") No. 2014-01 for the purpose of financing the construction of a pedestrian/bicycle bridge connection from the east side of 156th Avenue NE to the Overlake Transit Center and to the West side of SR 520, and the construction of canopy coverage for waiting areas at the Overlake Transit Center; and

WHEREAS, Resolution No. 1417 of the City of Redmond, passed by the City Council on November 18, 2014, approved an amended petition from Microsoft Corporation for Redmond CFD No. 2014-01 which altered the purpose of the CFD to add construction of additional identified improvements; and

WHEREAS, Resolution No. 1590 of the City of Redmond, passed by the City Council on September 17, 2024, approved an amended petition from Microsoft Corporation for Redmond CFD No. 2014-01 which again

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altered the purpose of the CFD to add expanded financing of additional identified improvements; and

WHEREAS, on April 25, 2025, Microsoft petitioned the CFD for dissolution because the only outstanding deliverables, digital wayfinding elements at the Redmond Technology Station, were determined to be addressed through other means not requiring the CFD.

NOW, THEREFORE, REDMOND COMMUNITY FACILITIES DISTRICT NO. 2014-01 HEREBY RESOLVES AS FOLLOWS:

Section 1. Findings.

(A) The petition to dissolve Community Facilities District No. 2014-01 was received by the District on April 25, 2025, and was signed by Microsoft, which owns one hundred percent (100%) of the land within CFD No. 2014-01.

(B) All improvements identified for completion under the CFD have either been completed or will be addressed through other means.

(C) All invoices of the CFD have been paid.

(D) All assessments have been paid and expended, or the balance will be repaid to Microsoft under the Commitment to Fund.

(E) The CFD is no longer needed, and Microsoft's request for dissolution should be granted.

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(F) The recitals outlined above are hereby incorporated by reference as findings in support of the dissolution of Community Facilities District No. 2014-01.

Section 2. Dissolution. The Board of Supervisors ("The Board") of Community Facilities District No. 2014-01 finds that the CFD should be dissolved. The Board hereby requests that the Redmond City Council consider and approve an ordinance officially dissolving the CFD.

Section 3. Transfer of Balance. The Board of Supervisors of Community Facilities District No. 2014-01 recommends that the CFD balance remaining as of the date of the dissolution of Community Facilities District No. 2014-01 by the Redmond City Council should be transferred to Microsoft Corporation as the original, sole funder of the District.

Section 4. Effective Date. This resolution will be effective immediately upon passage.

ADOPTED by the Board of Supervisors of Community Facilities District No. 2014-01 this 2nd day of September, 2025.

BOARD OF SUPERVISORS OF COMMUNITY FACILITIES DISTRICT No. 2014-01

Signed by:
Melissa Stuart
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MELISSA STUART, CHAIR

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BID RESPONSE

Responding To:

Bid/Project Number: RFP 10871-25

Bid/Project Title: Parks and Trails Signage & Wayfinding Standards & Strategy Plan

Closing Date: 06/06/2025, 2pm PST

Submitted By:

Name of Company Submitting Response:
Toole Design Group, LLC

Printed Name of Person Submitting Response:
Jessica Fields, PE, AICP

Email:
jfields@tooledesign.com

Signature of Person Submitting Response: DocuSigned by: Jessica Fields, PE, AICP DFBBE8B7B2EF4C6...

Date:
6/6/2025

Attach Your Bid/Proposal:

Remember to sign your bid/proposal

Attach all pages of your response here

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TOOLE DESIGN

CITY OF REDMOND

PARKS AND TRAILS SIGNAGE AND WAYFINDING STANDARDS AND STRATEGY PLAN

RFP 10871-25 ▪ JUNE 6, 2025



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1. EXECUTIVE SUMMARY AND OVERALL APPROACH

Toole Design is pleased to submit this proposal for the **Redmond Parks and Trails Signage & Wayfinding Standards & Strategy Plan.**

This Executive Summary summarizes our proposal, firm qualifications, and contact information. It also emphasizes what we see as the most important elements for project success.

Toole Design is excited at the prospect of partnering with the City of Redmond to develop a wayfinding plan that helps the city achieve the values and goals of the Parks, Arts, Recreation, Culture and Conservation (PARCC Plan) and Redmond 2050 (comprehensive plan).

Toole Design will meet the requirements set forth in the Request for Proposals (RFP), and our approach is tailored to those requirements.

While our full approach is shown in detail in the Methodology Section, the following highlights are foundational to our approach and will serve as guideposts throughout the wayfinding sign development process.

We have read and understand the Redmond Zoning Code; 21.44.010 as it relates to sign graphics and design standards.

The project will have four primary tasks:

1. **Project Management:** Toole Design has a reputation for excellent project management. We understand that the key ingredients to successful management includes excellent communication and effective management of scope,schedule, and budget.
2. **Discovery Phase**: An assessment of existing signage and wayfinding conditions to highlight gaps, needs, and opportunities for creating a cohesive signage system that aligns with city branding.
3. **Design Phase:** Identification of a sign family for parks, trails, and key city facilities and destinations along with design concepts for considerations and evaluation by the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee and applicable City staff.
4. **Strategy and Documentation:** Development of design intent drawings for the preferred design, along with a full prioritized implementation plan to guide the city in fabrication and installations of a new signage and wayfinding system.



The SMART pathway wayfinding was designed to guide user through a wide range of settings, such as this trailhead beside a train station.

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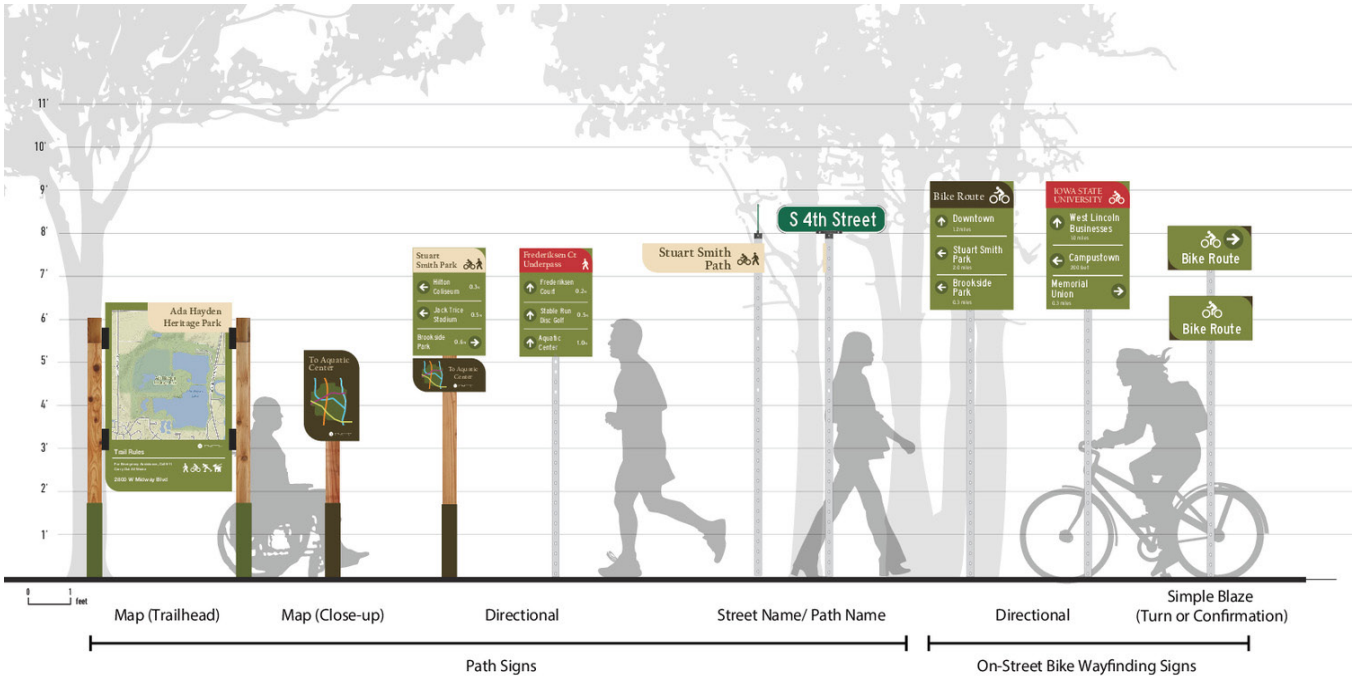
OUR TEAM

Our Project Manager will be Kristen Lohse. As our regional trails and wayfinding lead, Kristen brings national experience working specifically on parks and trails wayfinding and signage. Kristen will be supported by Amalia Leighton Cody, Principal-in-Charge for this project. Amalia brings extensive experience working with various City of Redmond departments and has presented to various committees, commissions, and Councils over her 20 years of working in Redmond. Our team QA/QC lead will be Erin Williams. Erin brings experience designing, specifying, and overseeing the installation of a variety of signs and wayfinding elements specifically in Washington State.

Contact Information

Kristen Lohse
206.297.1601 x304 klohse@tooledesign.com

Toole Design views wayfinding as a strategy for connecting people to place. Our interdisciplinary urban design team is passionate about creating transformative designs that are enduring, beautiful, context sensitive, and functional.



Toole Design's wayfinding practice includes recreation and active transportation on trail, streets, in parks, campuses, and the built environment.

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2. METHODOLOGY IN ADVANCING GOALS AND POLICIES

REDMOND PARCC TRAIL SIGNAGE, WAYFINDING AND EMERGENCY RESPONSE

We understand that there is a great interest and opportunity for Redmond to continue to improve trail and trailhead signage and wayfinding, enhance online trail maps, and explore ways to indicate connections to bus and rail transit. With the completion of the Redmond Central Connector, changes to the Marymoor and Eastrail with the completion and openings of the light rail stations, there is expanded opportunities to connect non-motorized travel to local and regional parks.

The scope of this project can forward the actions regarding sign implementation as outlined in PARC:

- Directional and regulatory signage
- Trail user etiquette and hierarchy signage
- Continuous route signage for route identification and wayfinding
- Distance markers or periodic information regarding distance to areas of interest
- Warning signs to caution users of upcoming trail transitions or potential conflicts with motor vehicles
- Interpretive information regarding ecological, historical, and cultural features found along and in proximity to the trail
- QR codes should be considered for access to online trail maps and additional information

Our long standing and on-going work with King County parks can support the coordination of wayfinding and signage to support access and connections to regional parks and trails. Our work on the King County sign manual can support the locations of kiosks for Redmond Parks as the they relate to King County Park kiosk location guidelines and standards.

We understand that Redmond is interested in incorporating emergency response system into the wayfinding signage program so that if there is an emergency with the park and trail network people can be located. This could be implemented into signs at destinations, trailheads, and other 'nodes' along the trails by including the emergency locator ID number to help emergency response teams find and address any emergencies.

USER EXPERIENCE, SPATIAL QUALITY, AND WAYFINDING

To achieve a successful, high-quality trail system that draws a variety of users, park and trail managers need to go beyond physical connectivity and deliver a truly rewarding and rich experience to the user. The spaces created in parks and along trails should allow a visitor to experience the route rather than just simply getting to and from destinations. Bicycle and pedestrian amenities like wayfinding can draw people into the trail system the same way people are attracted to well-designed park spaces. In fact, at Toole Design, we often talk of streetscapes and multimodal trail systems as connected linear parks for people to enjoy. Wayfinding provides a tremendous opportunity to elevate the user experience throughout the Redmond Parks system by providing orientation and navigational tools that are aesthetically pleasing, culturally sensitive, inclusive of all ages and abilities, and based on the best digital and analog practices. Our approach to trail wayfinding is to focus on the needs of each individual user to create signage systems that turn the park and trail system and surrounding built environment into an easy-to-navigate landscape. The signs in the Redmond Park system will need will serve the following purposes:

- Informational—maps and orientation cues
- Identification and Confirmation—Redmond community and destination identification, City of Redmond Branding, Eastrail and King County Parks branding, and the Leafline Trails network branding
- Directional—"the breadcrumbs" that enable people to follow a route/reach a destination
- Regulatory—positive trail user management

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EQUITY AND INCLUSION

We applaud City of Redmond for recognizing that it is important to make sure the park system benefits are "realized and distributed across diverse populations and settings." We understand that Redmond wants to make all community members feel welcome in parks and on trails, attract new users, encourage a wider range of park and trail-based activity. This can occur by using wayfinding and signage to create connections between neighborhoods and community hubs as park and trail connections are enhanced and created.

Integrating trail signage and wayfinding with public transportation, bike lanes, or pedestrian pathways can support access to parks for all users and reduce the need to accommodate vehicles at various park facilities.

These goals also requires a project process that includes the voices and embraces the perspective of all trail users, with a central focus on people who represent BIPOC perspectives as well as the disability community. We propose working directly with BIPOC and disability communities from the outset of the project, through concept alternatives and selection, to understand their needs and concerns so they can shape the final product.



Our approach to wayfinding is to center the user experience in our designs; to do this we seek perspectives from a wider range of stakeholders. This often includes providing engagement materials in multiple languages.

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3. PROJECT MANAGEMENT APPROACH AND METHODOLOGY

Toole Design has a reputation for excellent project management. We understand that the key ingredients of successful management include excellent communication and effective management of scope, schedule, and budget. Our success is grounded in regular communication with the client to discuss any issues before those issues turn into problems that could impact schedule or budget. In addition, the depth of Toole Design allows additional staff resources to be allocated if project needs arise. Toole Design strives to diversify the skills of our staff members, which increases our team's overall flexibility and capacity.

Toole Design is also committed to developing high quality work. Quality is achieved through adequate planning, coordination, supervision, and technical direction; proper definition of project requirements and procedures; the use of appropriately skilled personnel; and personnel that perform work functions carefully, accurately, and completely.

TASK 1: PROJECT MANAGEMENT

Following the execution of the project contract, we will develop a project work plan and conduct a kickoff with the Redmond Parks team. The meeting will focus on review of the scope of services, project timeline, key outcomes, and deliverables. After the kickoff meeting, the Toole Design PM will update the detailed project schedule and issue along with meeting minutes.

We will establish a regular check-in meeting between the Project PM and Toole Design PM (we suggest biweekly). All meetings for the project are assumed to occur digitally except where noted otherwise.

This task also includes overall project administration, including monthly invoicing and progress reports.

TASK 1 DELIVERABLES:

- Detailed project schedule
- Kickoff meeting
- PM meeting agendas and action items
- Monthly progress reports and invoicing

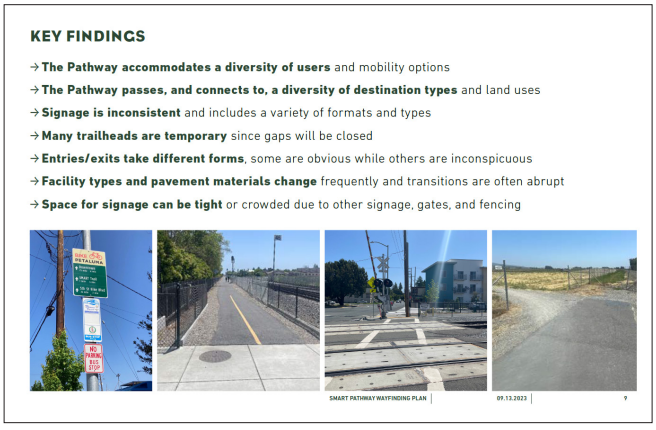
TASK 2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING

Our intent with this task will be to understand current branding and wayfinding guidance, document design requirements, and assess the state of park and trails signage system, and identify needs, all to inform the design of the signs.

TASK 2.1: DESKTOP REVIEW

The team will review relevant branding and design guidance documents including:

- City of Redmond Parks, Arts, Recreation, Cultural and Conservation Plan (PARCC Plan)
- Redmond 2050 Comprehensive Plan
- Previous signage studies and improvement efforts
- Current rules for Redmond Parks
- City of Redmond branding
- City of Redmond Transportation Plan and Update
- City of Redmond bicycle design manual guidance
- AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*, 1st Edition
- AASHTO *Guide for the Development of Bicycle Facilities*
- 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design
- Public Rights of Way Accessibility Guidelines
- U.S. Access Board Summary of Accessibility Standards for Federal Outdoor Developed Areas (2014): Trails and Trail Signage



An example of existing conditions findings presented based on fieldwork for SMART Pathway.

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TASK 2.2: STATE OF SIGNAGE ASSESSMENT

The team will perform an assessment and analysis of the City of Redmond's existing signage and wayfinding system as it relates to parks, trails, recreation, and City facilities. We will also assess how the trail system is integrated with both parks and the street network via signage.

Our team believes that a comprehensive inventory of all Redmond's park signs may not be necessary. We can draw on the PARCC Plan for basic inventory information and supplement that with targeted field work. We propose having two team members conduct in person reviews of existing signage for one business day. Locations to be reviewed will be determined in collaboration with Project PM, and expected to include roughly 5–8 parks, with selection focused on exposing the team to a representative sample, including parks that are and are not following standards, a balance of large and small parks, as well representation of a variety of facility types (i.e., trails, playgrounds, athletic fields, event centers, historic sites, gardens, etc.). Parks staff may elect to join the team for portions of fieldwork to discuss operational challenges of the current system in context.

This assessment will focus on:

- Identifying typical wayfinding sign types and current signage and wayfinding located inside parks, at park facilities
- Identifying typical wayfinding signs on trails and on-street signage and wayfinding that directs users to parks, trails and park facilities from surrounding streets.
- System gaps or inconsistencies, including sign types
- Park and trail user needs
- The state of maintenance of existing signs to understand how the designs are holding up and to inform appropriate material selections

The assessment be used to shape recommendations for addressing wayfinding sign deficiencies, signage that needs to be update or removed, and opportunities for enhancement and future improvements.

The assessment will be documented with photos of current parks signage, as provided by Client and/or as visible on Google Street View, and limited field work.

TASK 2.3: STAKEHOLDER INPUT

We understand that public engagement is not required for this project. However, we feel that engaging key stakeholders, in addition to the Parks, Trails and Recreation Commission, and its Signage and Wayfinding Subcommittee, will ensure the success of the project. For this task, we will develop a brief Public Engagement Plan (PEP) memo with the following information:

- Communication and engagement methods that will be used throughout the project, identifying roles and responsibilities
- Method for promoting meetings and participation Methods of gathering and documenting input, and how public input will inform each phase of development of the brand and wayfinding
- Goals and public input methods for each stakeholder engagement event or effort
- Strategies to bring a range of voices to the project.



Testing sign designs in the field provides important user feedback.

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Stakeholder Focus Groups

We find stakeholder groups to be a useful tool for soliciting input from the community in a way that is open and inclusive and allows people to feel heard. The PEP will identify potential stakeholder groups to engage in virtual focus group meetings and include culturally relevant strategies for engaging these populations. Of up to three planned focus group meetings, we propose:

- The first focus group for parks maintenance staff to understand their management of the current sign system and what is working and what is not.
- One meeting to engage existing Redmond parks user groups, but should include a range of user types, including people who walk as well as people who bike, older trail users, and families. We are referring to this focus group as "Park and Trail Users."
- The remaining meeting is intended to engage BIPOC community members who are not necessarily regular park users. We recommend including the disability community as well, to consider how the signs can promote universal design to benefits all trail users. We are referring to this focus group as "BIPOC/Disability Users."

TASK 2 DELIVERABLES:

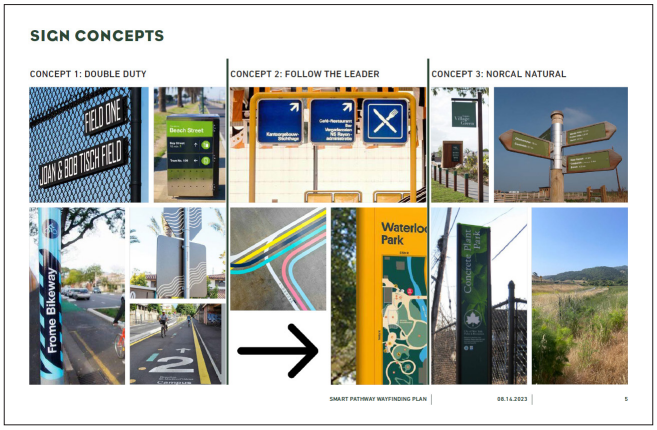
- Comprehensive memo describing, illustrating, and analyzing findings from both desktop and field reviews
- Public Engagement Plan, draft and final
- Facilitation of up to three stakeholder focus groups with meeting summaries
- Presentation to the Parks, Trails and Recreation Commission subcommittee (Meeting #1)

TASK 3: DESIGN STANDARDS

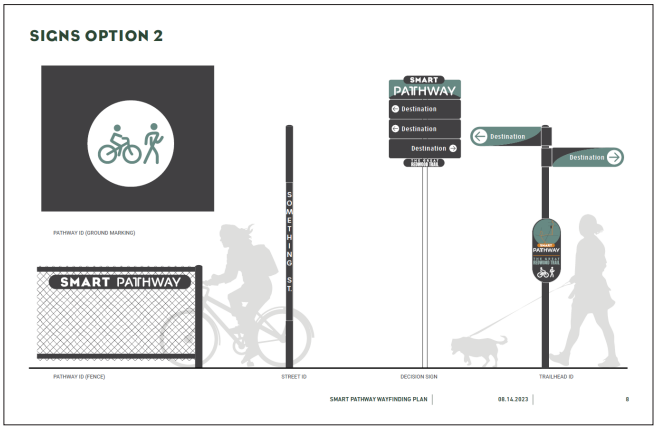
This task will focus on the development of design concepts which address the needs identified in Task 2. These may include a combination of updates to existing sign types, composites of existing elements which are working, and entirely new sign designs. Documentation will be approached as Design Intent guidance, with information geared towards the ability to adapt to various scenarios as signage is updated in different parks or installed in new parks, rather than focusing on illustration of specific scenarios for all Redmond parks.

TASK 3.1: SIGN FAMILY CONCEPTS

Based on needs identified in Task 2, the team will prepare a conceptual Sign Family, outlining the overall size, format, and fabrication approach of the suite of signs. It is expected that not more than 30 sign types will be needed, including types such as major and minor entry signage, pedestrian directionals, vehicular directionals, multi-rule and single-rule signs, and amenity identification. One draft will be provided to the Client PM. Updates will be incorporated into the subsequent presentation, which will include up to three graphic concepts exploring the approach to sign layouts through typography, color, and symbols, on a selection of up to five representative sign types, for example an entry sign, amenity identification sign, a directional sign, a rules sign, and a historic feature sign, presented as an illustrative elevation with key dimensions highlighted. The object at this step is to select an overall graphic approach to the system, as well as identify input required by Staff on typical sign content (i.e., rules language, hours of operation, etc.)



Toole Design explores site concept through mood boards in order to develop distinct conceptual directions.



Concepts are then explored across a limited palette of signs to establish the overall look and feel.

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TASK 3.2: DESIGN INTENT DRAWINGS

Based on feedback from Tasks 2 and 3.1, the design team will update the complete recommended sign family to the selected concept. Each sign type will be drawn and diagrammed to illustrate typical usage and placement scenarios, including:

- Primary sign elevation
- Dimensions of major elements
- Color, typography, and material specifications
- Accessible design elements
- Typical placement considerations

Full size prints of up to five representative sign types, mounted on hex board or similar, will be provided for evaluation. Drawings and prints will be submitted three weeks prior to scheduled staff team review. Design team PM will attend a Staff Team Review to answer questions and receive any comments. Any additional comments will be collected and delivered to the design team in one comprehensive summary.

TASK 3 DELIVERABLES:

- Draft Sign Family
- Concept Design Presentation Parks, Trails and Recreation Commission subcommittee (Meeting #2)
- Up to five full size prints
- 50% Design Intent Drawings
- 50% Design Staff Team Review



Design Guidelines pages prepared for Broomfield, CO.

TASK 4: IMPLEMENTATION PLAN

Toole Design will update the Design Intent drawings to address all relevant comments or discuss and resolve with Client PM where not advisable to incorporate. Design drawings will be updated to include final layout approach, messaging/content guidance, dimensions, and specifications.

Concurrent with drawing finalization, the team will develop written portions of the Sign Manual, which instructs future designers, fabricators, and/or operations team members on the use and layout of the new sign standards. The total document (both written and illustrative content) is anticipated to be no more than (80) tabloid size pages, single sided. A Draft Outline will be submitted to PM prior to commencement of writing, but is anticipated to include topics like:

- Goals and objectives
- Overview of Design Process, including stakeholder input
- Glossary of terms
- Typography, Symbol, Color, and Material Specifications
- Use of City of Redmond brand, as well as any relevant sub-branding or co-branding
- Best practices for signage assemblies
- Best practices for accessibility (ADA)
- Design Intent drawings
- Guidance for types of written content for each sign type
- Guidance for abbreviations
- Guidance for multi-lingual messaging
- Guidance for placement and mounting of each sign type
- Guidance on co-location of signs
- Guidance on existing and temporary sign removal
- Priority implementation areas
- Implementation steps and expected timelines

TASK 4 DELIVERABLES:

- Sign Manual Outline
- Draft Sign Manual
- 90% Progress meeting
- Final Sign Manual
- Up to two presentations of the final Sign Manual, including the Parks, Trails and Recreation Commission subcommittee (Meeting #3)
- Source files in Adobe Illustrator format

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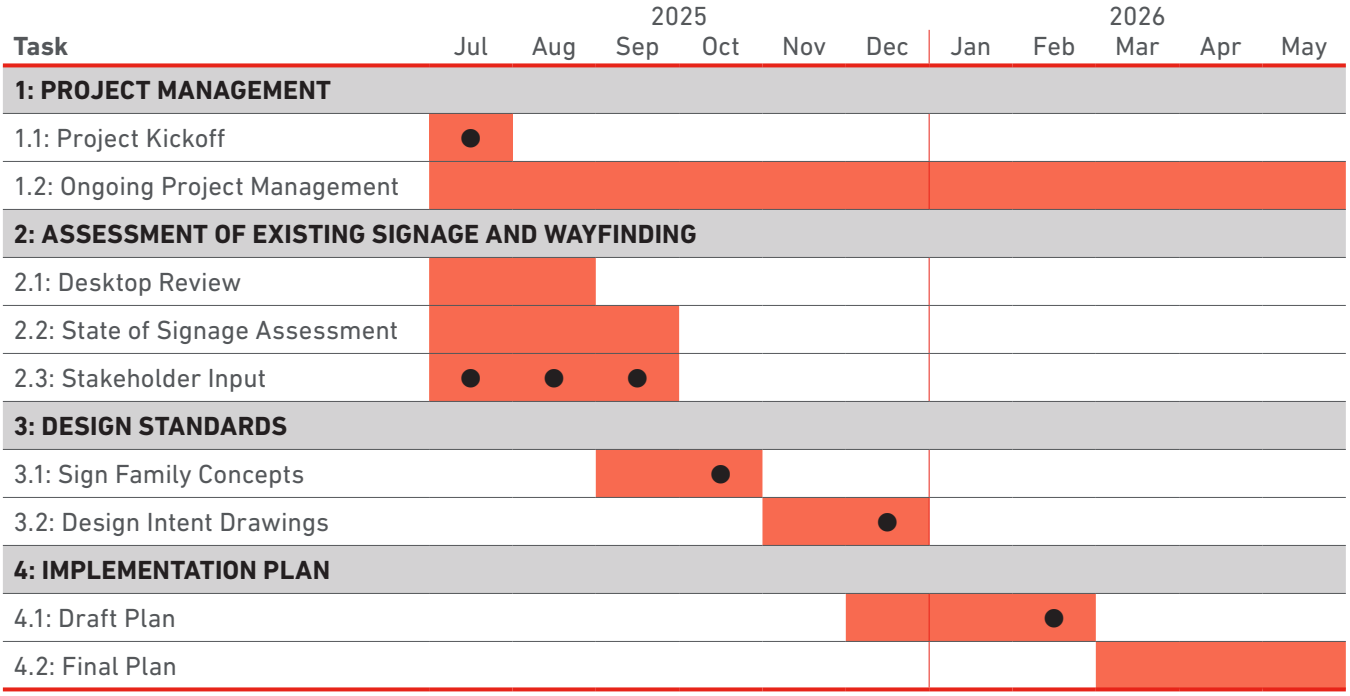
4. PUBLIC ENGAGEMENT STRATEGY

We acknowledge receipt of the addendum (Q&A as of 6.04.2025) which indicates that public engagement is not a required part of this effort. We have noted our public engagement proposal in the methodology under Task 2.



SCHEDULE

We anticipate a time frame of approximately 10 months.



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5. QUALIFICATIONS AND PROJECT LEAD AND TEAM

FIRM QUALIFICATIONS

Toole Design has provided high quality multimodal wayfinding plans to clients since Jennifer Toole founded the company in 2003. The Toole Design Team has since grown to 19 offices and nearly 300 employees across the U.S. and Canada.

As a multidisciplinary firm, Toole Design brings experts in environmental graphic design, wayfinding, parks and recreation design, multimodal transportation especially trails, urban design, engagement, and civil engineering design and construction. Our team has a keen understanding of the parks network that serves the people that live, work, and visit Redmond. Since 2008, Toole Design staff have been working in collaboration with City of Redmond and King County Parks to make seamless trail connections to support access to local and regional parks along the King County trail systems.

Toole Design staff have experience in all facets of the development of public wayfinding systems, from concept and route planning through to documentation and installation. Our team has developed wayfinding protocols and manuals, regional wayfinding plans, planning and design of on- and off-road wayfinding systems, informational kiosks, sign construction plans, and has provided oversight of sign installation by both city crews and contractors. For parks facilities our team can support signage and wayfinding appropriate for all parks, trails, and facilities. For trail facilities, our team brings in-depth understanding of the AASHTO Bike and Pedestrian Guides, of which we have authored multiple editions, and we are expert at developing wayfinding that is PROWAG and MUTCD-compliant, while still communicating the unique character of the community.

For this project, Toole Design has assembled a team of creative and skilled environmental graphic designers and planners who specialize in creating high quality user experiences in recreation and active transportation settings.

Toole Design's staffing plan for this project is included below. We have a deep bench of local and national resources to augment the team as needed. Resumes for all team members begin on the following page.

Redmond
WASHINGTON

LEADERSHIP TEAM

Amalia Leighton Cody, PE, AICP	Kristen Lohse, ASLA	Erin Williams, LEED AP®, SEGD
Principal-in-Charge	*Project Manager*	*QA/QC Lead*

PROJECT STAFF

Ash Gibson, SEGD	Allison Phillips
Environmental Graphic Designer	*Outreach and Multimodal Planning Lead*
Jakob Ward, PE	Teresa Damaske, PLA
Multimodal Design Lead	*Landscape Architect*

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KRISTEN LOHSE, ASLA

PROJECT MANAGER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 26

Toole Design: 2013-Present

MacLeod Reckord: 2005-2012

Parametrix, Inc.: 1999-2005

EDUCATION/ CERTIFICATION

Master of Landscape Architecture, University of Oregon: 1999

Bachelor of Landscape Architecture, University of Oregon: 1997

Bachelor of Arts, Art History, Scripps College: 1989

AWARDS

Mariposa Transportation Center Project: Best Comprehensive Plan 2020, APA Small Town and Rural Division

Westlake Protected Bike Lane Project: #1 New Bike Lane in the U.S., PeopleForBikes: 2016

APPOINTMENTS/ AFFILIATIONS

American Society of Landscape Architects

City of Seattle Bridging the Gap Levy Oversight Committee, Co-Chair: 2010- 2015

City of Seattle People's Academy for Community Engagement Advisory Board: 2012-2013

City of Seattle Pedestrian Advisory Board: 2007-2011

Kristen is a Principal Urban Designer with over two decades of experience in multimodal planning and design. In her work, Kristen is intent on creating safe, efficient, convenient transportation systems that contribute to a community's sense of place as high quality, vibrant public spaces. She brings her versatile skill set to the design of wayfinding systems, from the ability to analyze and plan a wayfinding network, to the design of signs and communication of ideas in a graphically-compelling way. She has also worked on several regional-scale trail and bicycle network wayfinding plans, as well as wayfinding systems for high comfort bicycling networks.

SELECTED PROJECT EXPERIENCE

Seattle Parks Trails Classification and Signage Study, Seattle, WA
Kristen is managing this project to develop a trail typology for Seattle Parks that will inform user management strategies to knit together the city's on and off-street trail network. The project will also be developing concepts for wayfinding signs to enhance the experience of all parks users.

Tacoma Dome Station Wayfinding Project, Tacoma, WA
Kristen led this wayfinding sign project to improve navigation at a Pierce Transit transit hub that supports regional and local light trail, heavy rail, local and regional buses, plus two parking garages. Under Kristen's guidance, the team developed multiple design alternatives for consideration and then developed a wayfinding plan and full designs with the preferred design.

Eastrail Wayfinding, King County, WA
King County Parks aims to attract more and diverse users to the new Eastrail corridor, a 42 mile rail to trail corridor under development. Toole Design, under Kristen's management, is leading a team to develop wayfinding strategies that incorporate newly developed Eastrail branding, the multi-county Leafline Regional Trails Coalition branding, and identities for seven local jurisdictions, many with diverse population. The project will draw on Kristen's trail planning expertise, and work with other wayfinding and engagement experts to develop the wayfinding plan delivered through an equitable process.

Eastside Rail Corridor and King County Regional Trails Wayfinding Protocol, King County, WA
As part of the plan for the Eastside Rail Corridor, now known as the Eastrail, Toole Design developed a planning-level customizable protocol for the planning, design, and implementation of wayfinding signs along the 17-mile Eastside Rail Corridor and connecting active transportation facilities. The protocol will also be used through King County's 175-mile regional trail system, which connects over 50 cities, towns, and unincorporated areas. Kristen led the development of the protocol, which draws on national guidance and best practices and is tailored to conditions within King County. Given the many local partners, the protocol focused on contextual guidance and sign placement practices and ease of implementation.

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AMALIA LEIGHTON CODY, PE, AICP

PRINCIPAL-IN-CHARGE

PROFESSIONAL HIGHLIGHTS

Years of Experience: 23

Toole Design: 2017-Present

MIG/SvR: 2002-2017

EDUCATION/ CERTIFICATION

Bachelor of Science,
Civil Engineering,
University of Washington: 2002

Professional Engineer: CA, WA

American Institute of Certified Planners

APPOINTMENTS/ AFFILIATIONS

Seattle Planning Commission: 2007-2016, Chair: 2014-2016

Seattle Design Commission: 2018-Present

American Planning Association

Institute of Transportation Engineers

Urban Land Institute

Bridge Program Trainer, Seattle Works, Public Boards and Commissions: 2007-2015

American Planners Association Ten Big Ideas Initiative

Amalia, Toole Design's Director of Engineering, Western U.S., is a civil engineer and planner who brings significant experience in designing trail, park, and roadway projects. Amalia is passionate about planning for changes in the built environment that improve the environment and the livelihood of the surrounding community. She brings significant experience working on master plans and feasibility studies. Amalia successfully partners with municipal agencies and their stakeholders to prepare concepts and documents that emphasize mobility, social equity, and community enhancement. Her experience includes roadway, park and trail planning and design.

SELECTED PROJECT EXPERIENCE

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia is the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. We have successfully performed a range of tasks over the last six years on two transportation on-call contracts, and we have recently started the third round of on-call services. Under these contracts we have developed conceptual level, up to full PS&E for bicycle and pedestrian facilities. Additionally, we have conducted a peer review of the City's Bicycle Level of Traffic Stress Analysis.

Rose Hill Neighborhood Greenways, Kirkland, WA
Toole Design prepared 100% plans, specifications, and estimates for the first two neighborhood greenways in the City of Kirkland. The project focused on intersection crossing improvements for cyclists and pedestrians along the 4.5-mile corridor, along with wayfinding pavement markings and signage. A raised intersection, speed humps, trail connections, push button activated crossing beacons, intersection diverters, and short sections of separated bike lane are part of this project that was constructed in 2021. Amalia was the Principal-in-Charge for this project and led the QA/QC for the project deliverables.

Redmond On-Call Transportation Planning and Engineering, Redmond, WA
Amalia was the Principal-in-Charge for the most recent transportation on-call contract with City of Redmond. Toole Design has performed planning and design services for many years with the City of Redmond. Amalia has successfully performed a range of tasks over the last six years on three rounds of transportation on-call contracts. Under these contracts we developed conceptual level, up to full PS&E for bicycle and pedestrian facilities.

King County Park Comprehensive Sign Manual, King County, WA
Under an on-call with King County Parks, Toole Design undertook this project to compile existing signage information from four departments of King County Parks and to develop a comprehensive sign manual. The manual addresses every aspect of sign planning, design, installation, maintenance, and asset management. Amalia served as Principal-in-Charge and led the quality review process.

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ERIN WILLIAMS, LEED AP®, SEGD

QA/QC LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 15

Toole Design: 2022-Present

RIOS: 2016-2022

Gensler: 2013-2016

Koning Eizenberg: 2012-2013

Karten Design: 2009-2012

EDUCATION/ CERTIFICATION

Master of Fine Arts, Visual Communication Design, University of Washington: 2009

Bachelor of Architecture, University of Southern California: 2005

LEED® Accredited Professional

APPOINTMENTS/ AFFILIATIONS

Society for Experiential Graphic Design

American Institute of Graphic Arts

Erin is a Senior Environmental Graphic Designer with a demonstrated record of leading award-winning projects recognized for their experiential impact. Her diverse background including information design, brand strategy, user research, and the built environment, unites in a user-centered design perspective that helps people navigate complex spaces. With built work spanning from public works to mixed-use developments to football stadiums, Erin remains grounded in the strategic and economic objectives of her clients while also diving deep on details like typography and material selection.

SELECTED PROJECT EXPERIENCE

Montgomery Parks Sign and Standards Manual, Montgomery County, MD
Erin is serving as the Project Manager for this parks signage manual, helping to organize signage across 37,000 acres of 400+ parks. Her design leadership has helped resolve competing interests of operations managers, park police, and communications staff, leading to a clear and flexible design solution.

Raleigh Greenway Wayfinding Plan, Raleigh, NC
As lead designer for the update of Raleigh's Greenway Wayfinding Plan, Erin created new sign types to fill in gaps in Raleigh's existing sign family, as well as provided an overall refresh of existing sign types and the guidance for how they should be used.

Bremerton Wayfinding, Bremerton, WA
Erin led wayfinding design for this small city on the Olympic Peninsula, as well as documentation for a pilot program. Her strategic process and big-picture thinking has helped the team to synthesize feedback and contextualize the design to achieve overwhelming consensus from a variety of stakeholders, clearing the path for construction.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA
As Principal-in-Charge for this regional trails wayfinding plan, Erin is providing guidance on brand strategy and wayfinding best practices, as well as overall design oversight on the project.

Tacoma Dome Station Wayfinding, Tacoma, WA
As the Design Lead, Erin developed conceptual wayfinding strategies that guide users to six different transit lines supported by two garages at this flagship transit hub. Her designs carefully leverage existing architectural elements as well as recognizable icons of local transit agencies to help transit riders navigate a complex situation quickly.

OTHER RELEVANT EXPERIENCE

Eastrail Wayfinding, King County, WA
Lynn Wyatt Square for the Performing Arts, Houston, TX
Grand Park Walking Path, Los Angeles, CA
Universal Plaza, Tigard, OR
Santa Monica Airport Park, Santa Monica, CA
Seattle Bicycling Guide Map 2010, Seattle, WA

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JAKOB WARD, PE

MULTIMODAL DESIGN LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10

Toole Design: 2017-Present

Seattle Department of Transportation: 2015-2017

EDUCATION/ CERTIFICATION

Bachelor of Science, Civil Engineering, University of Washington: 2017

Professional Engineer: WA

Jakob is a skilled transportation engineer passionate about creating safer, more accessible streets for people walking and biking. With a decade of experience, he has played a key role in designing and delivering bicycle and pedestrian projects across North America. From conceptual visioning to detailed construction documents, Jakob brings a deep understanding of multimodal design, with expertise in civil engineering, grading, and rapid-implementation projects. Jakob has led and contributed to transformative projects, including redesigning key corridors, developing citywide bicycle design manuals, and improving pedestrian safety along high-traffic roadways. Whether managing complex alignments, refining intersection transitions, or shaping local and regional design standards, he applies technical precision with a keen eye for real-world usability.

SELECTED PROJECT EXPERIENCE

Bel-Red Buffered Bike Lanes, Redmond, WA
Jakob was the Deputy Project Manager and Design Lead for the design of buffered bicycle lanes on Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. Because the project extended beyond the City limits, Jakob coordinated with the City of Bellevue on the design of the NE 30th Street intersection in order to create a complete bicycle connection between the two cities.

156th Avenue Cycle Track, Redmond, WA
Jakob was a design engineer for a sidewalk and separated bike lane project on 156th Avenue NE in Redmond. Jakob produced concept designs for the alternatives analysis phase of the project, and is now serving as the Project Manager for the construction phase.

Bel-Red, NE 40th Street to NE 28th Street Bicycle Facility, Redmond, WA
Jakob was the Project Manager for the conceptual design of a two-way protected bike lane on Bel-Red Road in Redmond. In addition to developing the design and providing guidance on bicyclist safety to the City of Redmond staff, Jakob led the production of the conceptual designs in AutoCAD.

Bel-Red, NE 40th Street to WLSP Bicycle Facility, Redmond, WA
Jakob was the Project Manager for the conceptual design of a two-way protected bike lane. He developed the design and provided guidance on bicyclist safety to City staff. Jakob led the production of the conceptual designs in AutoCAD.

OTHER RELEVANT EXPERIENCE

Avondale Way Bicycle Facility, Redmond, WA
Bel Red WLSP to 28th Bike Facility, Redmond, WA
Bicycle Design Manual Update, Redmond, WA
Downtown Bicycle Facilities Concept Designs, Redmond, WA
Light Rail Station Analysis, Redmond, WA
NE 31st Street Connection, Redmond, WA
WLSP Bicycle Facility, Redmond, WA

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ASHLEY GIBSON, SEGD

ENVIRONMENTAL GRAPHIC DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 3

Toole Design: 2024-Present

The Bikery: 2023-2024

YMCA Earth Service Corps: 2023-2024

MDMD: 2022-2023

RORA: 2022

EDUCATION/ CERTIFICATION

Bachelor of Design, Visual Communication Design, University of Washington: 2023

LEED Green Associate
U.S. Green Building Council

Ash is a junior environmental graphic designer with experience in environmental education and public health, empowering young voices as experts in their communities to drive sustainability and develop projects that promote ecological health and integrate nature into urban settings. She has contributed to strategy, research, and design efforts for both public and private organizations in health and wellness, education, and social infrastructure. Ash specializes in wayfinding and information design.

SELECTED PROJECT EXPERIENCE

Tacoma Dome Station Wayfinding, Tacoma, WA
Ash is as an environmental graphic designer responsible for developing wayfinding plans for the construction of a wayfinding strategy that guides users to six different transit lines supported by two garages at this flagship transit hub. Her strategy carefully considers the various journeys and needs of transit users to help them navigate a complex situation quickly.

CMPO Trail Wayfinding and Branding, Cedar Rapids, IA
Ash is responsible for designing a new wayfinding strategy to implement in Cedar Rapids, and surrounding towns, that bring life to the unique charm of each destination while communicating a greater connection and reliability across the eight trails. Her designs carefully leverage native flora as well as local industry to help trail users easily identify and navigate this trail network.

SNG FIFA Wayfinding, Seattle, WA
In collaboration with Seattle Neighborhood Greenways, Ash designed a temporary wayfinding system to guide bike riders from Ballard to Lumen Field, where several 2026 FIFA World Cup matches will be held. The route features clear, encouraging signage with maps and simplified intersection diagrams that support navigation and build rider confidence. The project promotes biking as a joyful, accessible way to experience the city—whether for a global event or a local trip.

RideKC Streetcar Wayfinding, Kansas City, MO
Ash is currently developing a durable pedestrian wayfinding system along the Kansas City Streetcar route to serve both the 2026 FIFA World Cup and the city's long-term mobility goals. Designed to help visitors and locals navigate downtown, the system includes signage typologies, ride- and walk-scale maps, and a flexible color strategy tied to district identity. The design draws from national best practices to support multimodal travel and guide people to key destinations along the corridor.

OTHER RELEVANT EXPERIENCE

Friends of Seattle's Olmsted Parks Communications Committee, Seattle, WA
Kirkland Active Transportation Guide, Kirkland, WA
Seattle Parks Trail Classification and Signage, Seattle, WA
Sandy Williams Connecting Communities Program
WSDOT Washington Cycle Highway Action Plan

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TERESA DAMASKE, PLA

LANDSCAPE ARCHITECT

PROFESSIONAL HIGHLIGHTS

Years of Experience: 22

Toole Design: 2017-Present

MIG/SvR: 2015-2017

SvR Design Company: 2006-2015

Integrated Site Design: 2003-2006

Northeast Greenways: 2002-2003

EDUCATION/ CERTIFICATION

Bachelor of Science, Landscape Architecture, Cornell University: 2002

Professional Landscape Architect: OR, WA

Washington State University Low-Impact Development Certificate: 2013

Plant Amnesty's Master Pruner Certificate: 2015

APPOINTMENTS/ AFFILIATIONS

Northwest Horticultural Society

Teresa is a landscape architect who has collaborated on Complete Streets and streetscape plans, on-street bicycle facilities and wayfinding systems, and numerous projects that make walking and biking easier and safer. Teresa has contributed to the wayfinding and signage for proposed neighborhood greenways in the City of Kirkland as well as for many miles of bicycle route wayfinding for the City of Seattle. When developing wayfinding plans, she draws upon her professional experience designing safer streets and her personal experience as a pedestrian and bicycle commuter.

SELECTED PROJECT EXPERIENCE

King County Park Comprehensive Sign Manual, King County, WA
Toole Design worked with King County Parks to develop a comprehensive manual for signage in parks. The manual compiles existing wayfinding and branding information in one place and provides information on process, design, etc. Teresa led the development of new 2D and 3D graphics to create a cohesive look throughout the manual.

Bicycle Design Manual Update, Redmond, WA
Toole Design helped the City of Redmond's update their Bike Facility Design Manual. The update involved incorporating the concept of Bicycle Level of Traffic Stress (LTS) into the manual by providing a methodology for determining LTS and providing guidance on which bike facility treatments in the manual will help meet the LTS goals of the City. Teresa assisted with the production of new bike facility graphics that followed the latest best practice for bike facility design, including new graphics on bus stops, right turn lanes, bikeway transitions, and other elements.

NE 31st Street Connection, Redmond, WA
Toole Design created the PSEs for a new shared use path through the Microsoft Building 109 parking lot to connect the SR 520 Trail, the bridge to the Overlake Lightrail Station and the Redmond Street grid. Teresa coordinated tree protection, irrigation, and landscape restoration. Construction was completed in 2021.

OTHER RELEVANT PROJECTS

156th Avenue NE Cycle Track, Redmond, WA
Redmond Bicycle Design Manual Update, Redmond, WA
Bel-Red Buffered Bike Lanes, Redmond, WA
Overlake Street Design Update, Redmond, WA
Redmond Transportation Plan, Redmond, WA
DRLE at Marymoor Park, Redmond, WA
Cleveland Street Trees and Sidewalks, Redmond, WA
North 30th Street Preliminary Design Project, Boulder, CO

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ALLISON PHILLIPS

OUTREACH AND MULTIMODAL PLANNING LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 13

Toole Design: 2023-Present

Bicycle User Experience (BUX): 2021-2022

Independent Consultant: 2016-2023

gea21: 2017-2020

SvR Design Company: 2007-2009

University of Texas at Austin: 2005-2006

EDUCATION/ CERTIFICATION

Master of Science, Community and Regional Planning, University of Texas at Austin: 2007

Master of Arts, Latin American Studies, University of Texas at Austin: 2007

Bachelor of Arts, Biology, University of Oregon: 1997

AWARDS

Special Mention for Planning and Analysis for Seattle Pedestrian Master Plan, Washington ASLA: 2010

Allison is a transportation planner with private sector experience developing and implementing bicycle and pedestrian plans, multimodal encouragement programs, and facilitating public engagement processes. She specializes in plans and designs that support multimodal transportation choices for caregivers and children, Safe Routes to Schools, Vision Zero/sustainable safety, and research and technical writing related to active transportation and sustainable urbanism. Fluent in Spanish, Allison also supports bilingual project outreach work.

SELECTED PROJECT EXPERIENCE

Redmond Transportation Plan Update, Redmond, WA
Allison led the Toole Design Team's modal integration and alternative sidewalks analyses for the Transportation Plan update, contributing to the Bicycle, Transit, and Pedestrian chapters. Using GIS, she identified opportunities to improve comfort and safety for people walking and biking by analyzing sidewalk gaps in relation to the proposed bicycle network. Her team also guided policy and design discussions to support alternative sidewalk implementation. Findings were delivered in a technical memo and slide deck to support stakeholder engagement.

City of Redmond Bicycle Network Strategy Update, Redmond, WA
Allison served as project manager for Toole Design on the Redmond Bicycle Network Strategy Update, which focused on shifting short trips from single-occupancy vehicles to bicycles in support of the City's VMT and GHG reduction goals. Working closely with the City of Redmond, the team developed a vision, network principles, strategic actions, performance metrics, and implementation guidance. The updated network connects neighborhoods to light rail stations, schools, urban centers, and major employers through safe, high-comfort bicycle facilities. Allison played a key role in the development of technical memos on existing conditions, network strategy and vision, supporting network analysis and prioritization, and led the preparation of the Bicycle Chapter for Redmond's forthcoming Transportation Master Plan update.

Overlake Street Design Requirements Update, Redmond, WA
Allison assisted with updating and streamlining content, graphics, and maps to reflect changes in the Overlake subarea and make the Overlake Village Street Requirements (RZC Appendix 7) document easier to understand and apply.

Redmond Bicycle Manual Update, Redmond, WA
Allison helped update the City of Redmond's Bicycle Manual. Her work focused on developing a matrix of bicycle level of traffic stress (LTS) for Redmond bicycle facilities that referenced NACTO and WSDOT LTS standards.

OTHER RELEVANT EXPERIENCE

Martin Way Crossing Study, Olympia and Lacey, WA
City of Tukwila Local Road Safety Plan, Tukwila, WA

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6. TOOLE DESIGN EXPERIENCE

Toole Design has worked on many similar projects to the Parks and Trails and Wayfinding Standards and Strategy Plan. Below, we have featured some of our most relevant work.

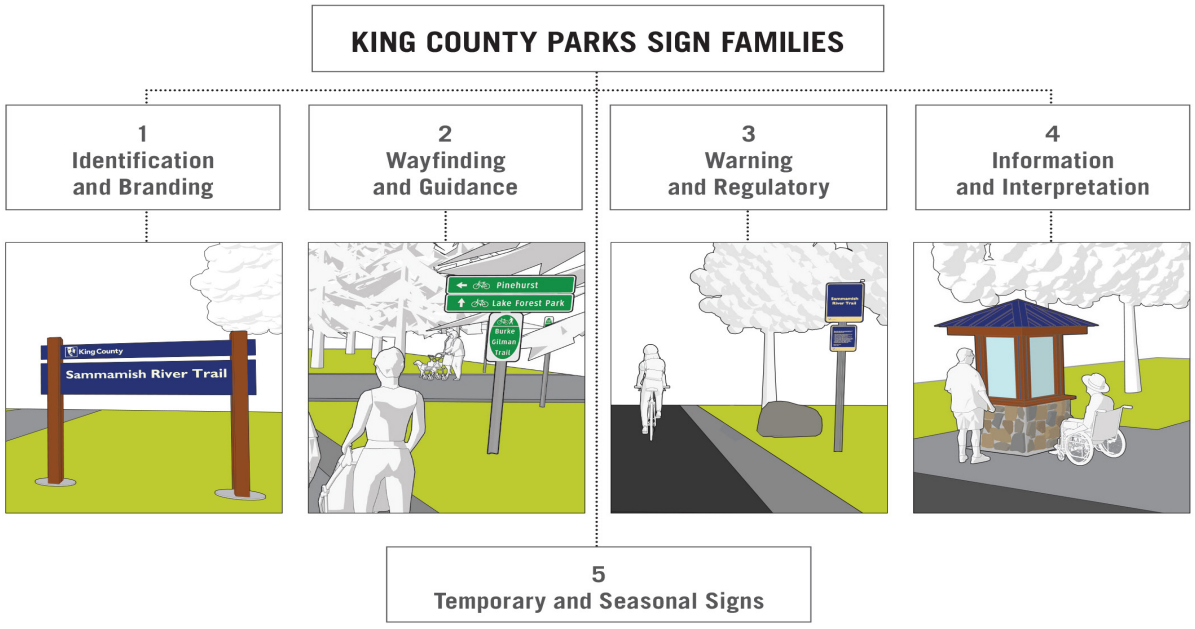
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
KING COUNTY, WA

Toole Design has worked with King County Parks since 2015, providing technical expertise through a variety of multi-disciplinary and trail-oriented on-call contracts and stand-alone work. In these projects, we have supported King County's goals around healthy communities and equitable access to recreation and opportunity. Project types range from trail master planning to technical design work and implementation, including wayfinding and environmental graphic design, GIS analyses, and trail design and engineering. Relevant projects below.

King County Sign Manual
Toole Design developed a comprehensive sign manual for use by staff, formalizing and consolidating the varied signs and standards used in the County's parks, facilities, trails, and natural areas into one document. The manual addresses identity and branding, wayfinding and guidance (for bicycles, pedestrians, and drivers), warnings and regulations, and information and interpretation of signs. It provides guidance for the full life cycle of signs, from selection, planning, and design to materials, procurement, programmatic placement, installation details, and maintenance.

Drawing from the National Parks Service Uni-Guide, AASHTO, and MUTCD guidelines, the manual aligns King County's standards with signage best practices, including for accessibility and translation. The final product consolidates policies and design standards for signs in King County properties to benefit users of the entire park system.

Eastrail Wayfinding Plan and Project
Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail, using new project branding. This goal is to develop a coordinated system of sign graphic standards for wayfinding on the Eastrail, which is currently being built in phases through seven cities and two counties. This effort is intended to develop wayfinding signs that incorporate Eastrail and local jurisdictional branding, connections to regional transit and intersecting regional trails, and other key destinations through the region. The sign design are intended to appeal to and attract a wide array of users with the goal making Eastrail more reflective of the diverse communities the trail passes through.

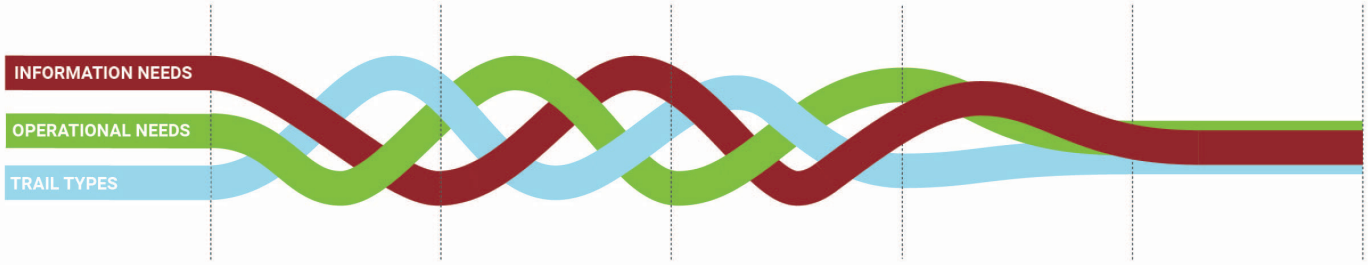


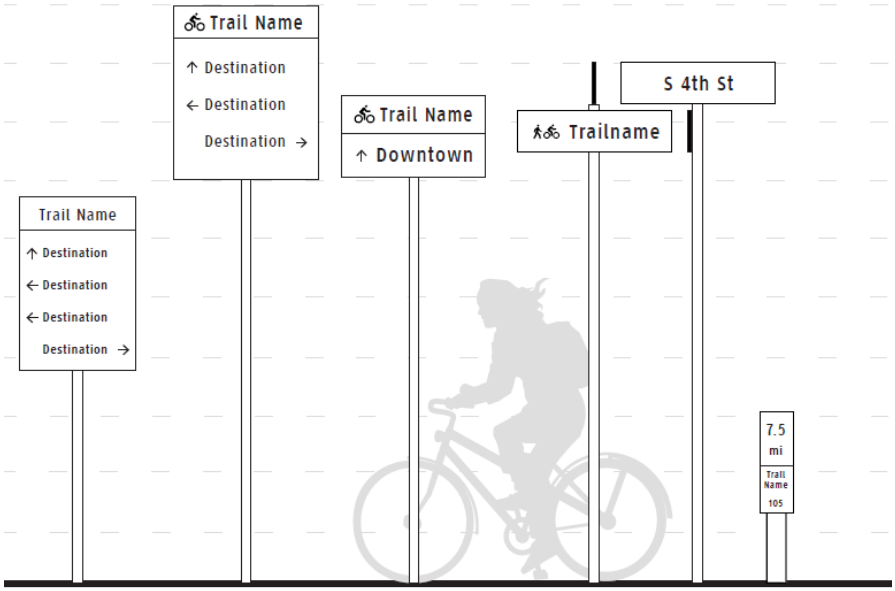
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SEATTLE PARK TRAILS CLASSIFICATION AND SIGNAGE STUDY
SEATTLE, WA

Seattle Parks and Recreation manages an extensive trail network of over 50 miles of paved and over 90 miles of soft-surface trails, used by an increasingly diverse group of users and modes including e-bikes, scooters, mobility assistance devices, micromobility vehicles, mountain bikes, runners, walkers, and pets.

To better address these uses, Toole Design is working on a new trail classification system to help SPR better manage their trail system and meet ever increasing demands. The typology takes into account trail purpose, context, user needs, design and maintenance considerations. The trail classification will inform the development of a trail wayfinding signage family recommendations.





Trail Decision	*Street Decision*	*Street Confirmation*	*Street/Trail name*	*Mile Marker*
Destinations reachable via the trail or by turning onto an intersecting bikeway	Destinations that are reachable from the street or turns onto adjacent streets	Trail name/ directional confirmation	Name of intersecting street and ttrail	Mile number, trail name. May include unique location identifier
At intersections that lead to relevant destinations	At streets and intersections that lead to relevant destinations	After turns or at intervals along routes	At intersections	Every mile or 1/2 mile, depending on agency preference

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

MONTGOMERY PARKS SIGN AND STANDARD MANUAL
MONTGOMERY COUNTY, MD

Toole Design is working with Montgomery Parks to establish new sign standards across their 419 parks totaling over 37,000 acres. The team reviewed existing signage at a high level across different park typologies (Regional, Conservation, Neighborhood, Urban) and worked with stakeholders to determine the needs of different facilities.

The resulting solution is a modular sign system that allows for infinite combinations of information, identification, and regulatory signage, color coded to help visitors navigate the information presented without overwhelm. The sign system will ultimately be delivered as a comprehensive manual as well as sign templates for use by the in-house sign shop.



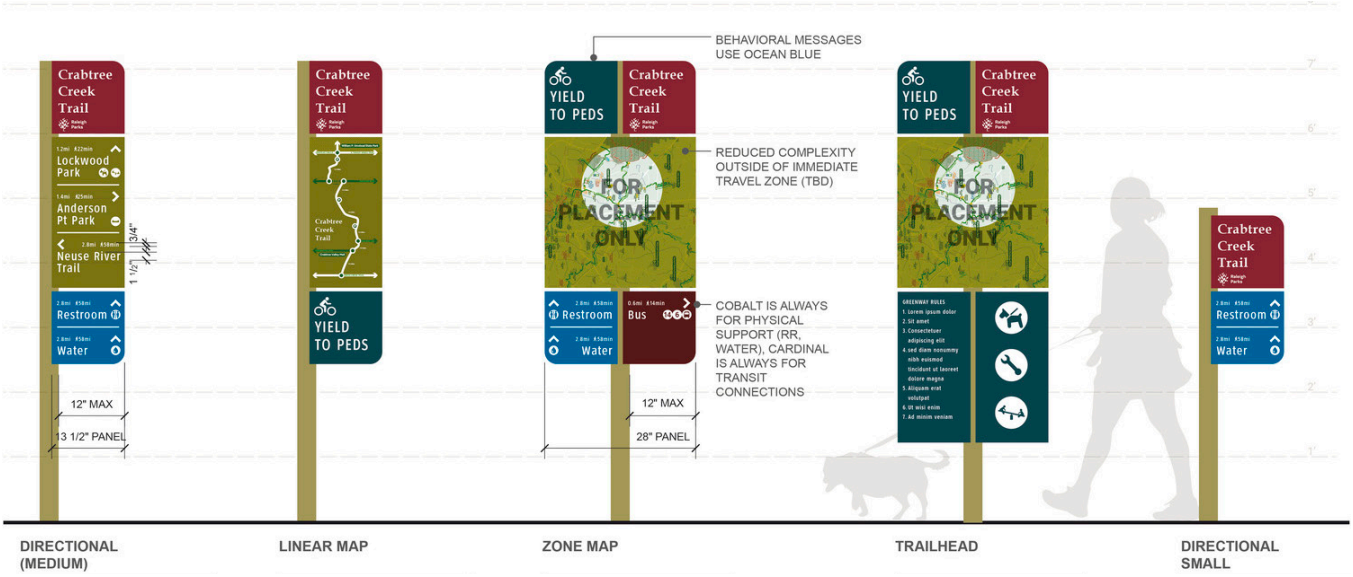
Above: Examples of sign panels on a 6" module with 1/2" spacing, allowing for easy combination and development of new sign types
Below: Examples of mounted sign panels in typical arrangements

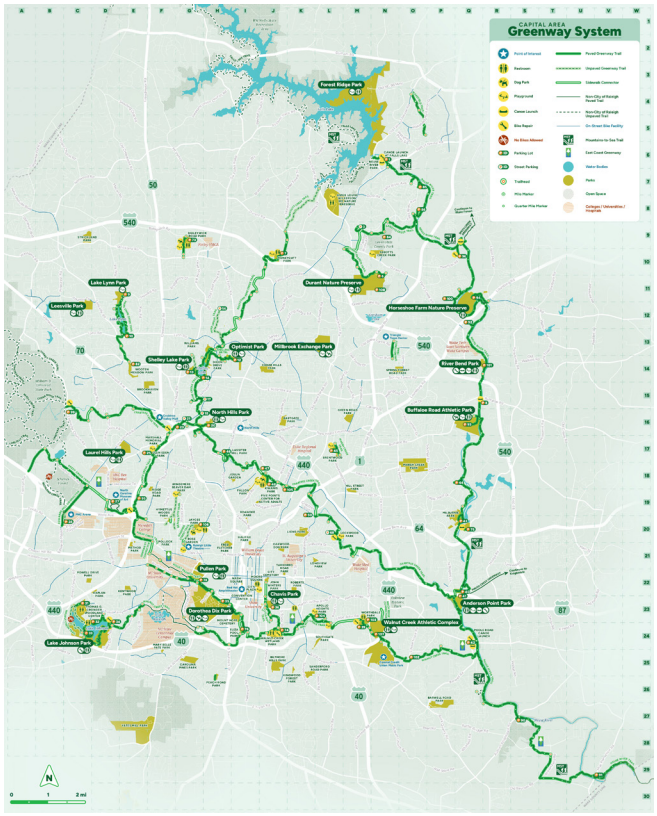


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CAPITAL AREA GREENWAY WAYFINDING PLAN
RALEIGH, NC

Toole Design is partnering with the City of Raleigh to develop a Wayfinding Plan for the Capital Area Greenway System. This Plan reflects a new, modular approach to wayfinding content that updates existing sign types to minimize replacements as well as adding new types to expand the usefulness of the system. As a critical piece of the active transportation network, greenway trails in Raleigh connect people to homes, schools, parks, transit, and other destinations throughout the community. Current wayfinding is focused on the recreational user. This effort creates a strategy to wayfinding that can be used over the next several years as greenway trail signage is replaced and new trails are developed.







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CORRIDOR MPO TRAIL BRANDING AND WAYFINDING
CEDAR RAPIDS, IA

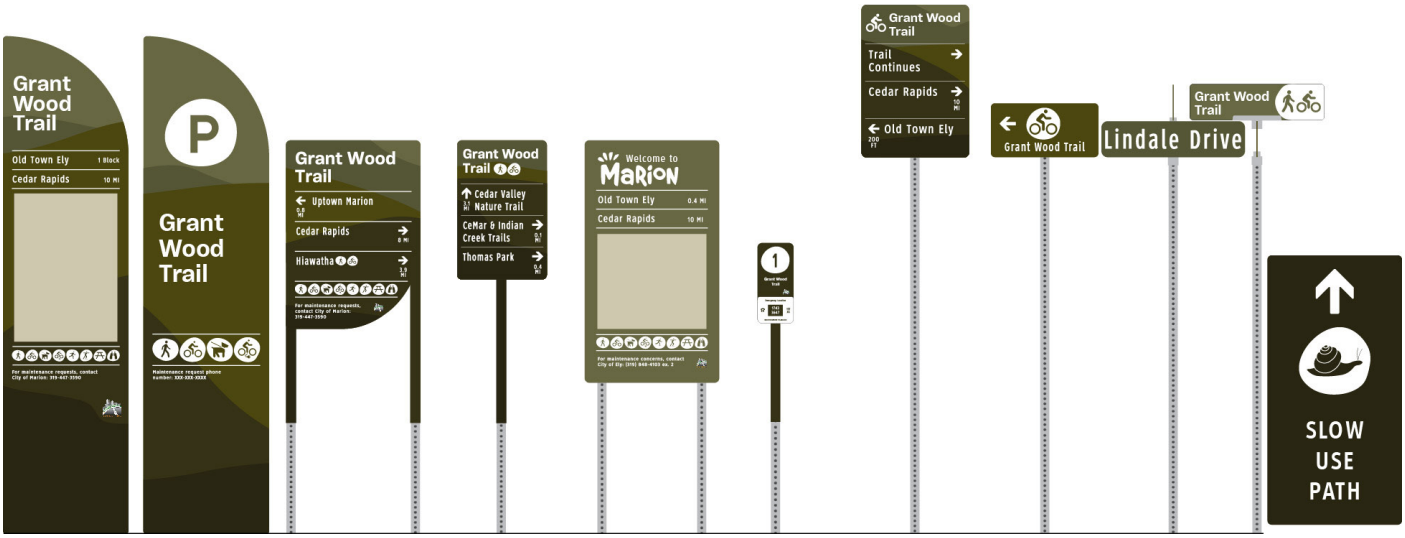
The Corridor Metropolitan Planning Organization has aggressively funded many new miles of trails and bikeways throughout MPO planning boundaries, which include Cedar Rapids, Linn County, and six smaller communities The result has been a trail network that has grown significantly, often outpacing community awareness of the new trails. There have been several efforts to "brand" this burgeoning trail network, but conflicting trail naming efforts at the local and state level contributed to confusion about the name of the network verses the name of local trails. Toole Design staff spent several days in the Cedar Rapids area getting to know both the trails and the member communities within the MPO. We toured the trails, met with local officials to understand their goals, and asked stakeholders about their preferences for materials, sign types, and design. We also distributed an initial public survey during this phase. Over six hundred respondents confirmed that people in the region were confused about trail names and unaware of many trails in the area.



Custom illustrations address behavioral issues with humor

Our approach to the branding recommended emphasizing individual trail names and using a visually consistent wayfinding sign family throughout the region so that users learn about the regional network. The selected sign design and sign family for the Corridor MPO region area is a beautiful set of signs that quietly reference both Iowa's rolling hills and the artistic compositions of Grant Wood, a Cedar Rapids native for whom one of the main trails is named. They are also highly legible and easy to understand.

The Toole Design Team is currently finalizing sign deployment plans for around 170 wayfinding signs along trails and bikeways in Cedar Rapids, Ely, Hiawatha, and Marion. We are also preparing design intent documents that will be integrated into bid packages. The final deliverable will be both the bid packages, as well as an easy-to-follow Branding and Wayfinding Plan that member communities can use on future wayfinding efforts.

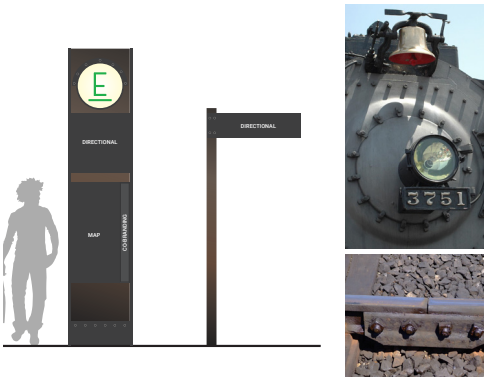


Sign family for CMPO, using abstracted gradients based on the paintings of Grant Wood and incorporating painterly details

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7. REFERENCES

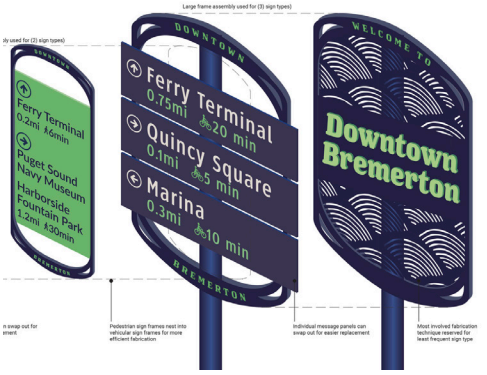
Toole Design is proud of the work we have completed for our clients. Please contact the references included below to learn about their experiences working with our staff.



KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

Curt Warber, Eastrail Program Manager
206.263.9645, cwarber@kingcounty.gov

Toole Design is leading a team of trail planners, environmental graphic designers, and engagement specialists on this wayfinding project for the Eastrail. Additionally, Toole Design developed a comprehensive sign manual for use by King County Parks staff.



CITY OF BREMERTON

Katie Ketterer, Project Manager
360.473.5334, katie.ketterer@ci.bremerton.wa.us

Toole Design developed signage and wayfinding for the City's downtown core, including custom illustrated maps.



CITY OF SEATTLE

Ben Johnson, Planning & Development Specialist
253.341.8293, ben.johnson@seattle.gov

Toole Design is working on a new trail classification system to help the City of Seattle Parks and Recreation Department better manage their trail system and meet ever increasing demands.

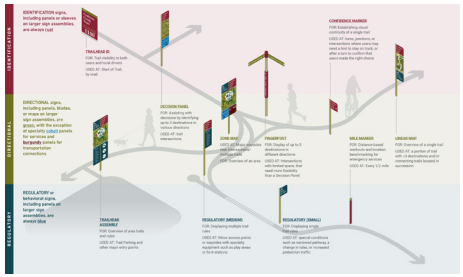
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8. COST

	A. Cody	K. Lohse	E. Williams	A. Gibson	T. Damaske	A. Phillips	J. Ward	A. Mills	Intern	
TASKS	**$320**	**$234**	**$230**	**$124**	**$210**	**$180**	**$214**	**$290**	**$124**	**TOTAL**
1: PROJECT MANAGEMENT										
Task 1 Hours	1	20	8	2	-	2	-	-	-	36
Task 1 Cost	1,280	4,680	1,840	248	-	360	-	-	-	$8,408
2: ASSESSMENT OF EXISTING SIGNAGE AND WAYFINDING										
Task 2 Hours	2	20	40	80	-	30	-	-	16	188
Task 2 Cost	640	4,680	9,200	9.920	-	5,400	-	-	1,984	$31,824
3: DESIGN STANDARDS										
Task 3 Hours	2	24	44	140	2	2	2	2	-	216
Task 3 Cost	640	5,616	10,120	17,360	420	420	428	580	-	$35,164
4: SIGN MANUAL AND IMPLEMENTATION PLAN										
Task 4 Hours	2	16	22	106	2	2	2	2	-	154
Task 4 Cost	640	3,744	5,060	13,144	420	360	428	580	-	$24,376
Subtotal (Hours)	*10*	*80*	*114*	*328*	*4*	*34*	*4*	*4*	*16*	*594*
Subtotal (Cost)	*$3,200*	*$18,720*	*$26,220*	*$40,672*	*$840*	*$6,120*	*$856*	*$1,160*	*$1,984*	*$99,772*
									Expenses	*$225*
									PROJECT TOTAL	**$99,997**

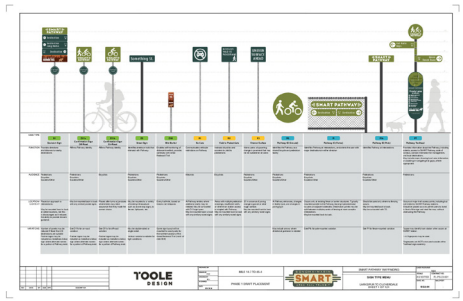
Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

9. SAMPLES



CAPITAL AREA GREENWAY WAYFINDING PLAN

https://raleighnc.gov/projects/capital-area-greenway-system-wayfinding-plan



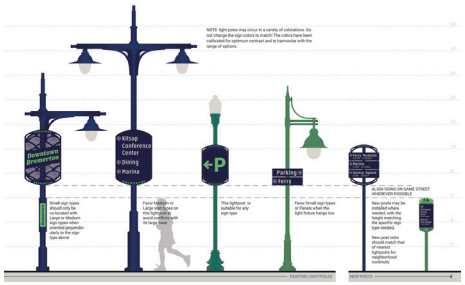
SMART PATHWAY WAYFINDING PLAN

https://www.sonomamarintrain.org/smart_pathway



BROOMFIELD WAYFINDING PLAN

https://www.broomfieldvoice.com/wayfinding



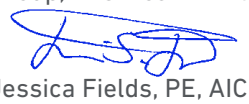
BREMERTON WAYFINDING PLAN

https://www.bremertonwa.gov/1281/wayfinding-planning

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

10. BUSINESS NAME

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., am authorized to legally bind Toole Design Group, LLC. I confirm that this proposal has been made in the official name of the firm.



Jessica Fields, PE, AICP
Director of Operations, Western U.S.

11. BUSINESS LICENSE

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., can confirm that Toole Design Group, LLC has the proper City of Redmond business license required to perform the services outlined in this proposal. A copy of our business license is included on the following page.

12. VALID TIME PERIOD

I, Jessica Fields, PE, AICP, as Director of Operations for the Western U.S., confirm that our proposal is valid for at least 120 days.

Docusign Envelope ID: 897CE945-9097-4D2A-BFFD-CA06B0D5B329

STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for renewing online
Your license renewal has been submitted. Please print this receipt for your records and allow 14 days to receive your new business license document in the mail.

Previous Expiration Date:	31-May-2025	**New Expiration Date:**	31-May-2026
Confirmation Number:	0-046-846-069	**Filing Date and Time:**	05/13/2025 09:59:49 AM
Payment Method:	Card ending in 1884		

Business Entity Information

Legal Entity Name:	TOOLE DESIGN GROUP, LLC
Account ID:	602611046-001-0001

Business Location Information

Location Name:	TOOLE DESIGN GROUP, LLC
Business Phone:	(301) 927-1900
Business Fax:	None
Location Address:	8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609
Mailing Address:	8484 GEORGIA AVE STE 800 SILVER SPRING MD 20910-5609

Endorsement(s)	Begin	End
Kirkland General Business - Non-Resident	06/01/2025	05/31/2026
Monroe General Business - Non-Resident	06/01/2025	05/31/2026
Mercer Island General Business - Non-Resident	06/01/2025	05/31/2026
Redmond General Business - Non-Resident	06/01/2025	05/31/2026

Fee Type	Begin	End
Kirkland Empl Fee	06/01/2025	05/31/2026
Redmond Empl Fee	06/01/2025	05/31/2026
BLS Processing Fee	05/13/2025	

Third-Party Card Processing Fee

Certificate Of Completion

Envelope Id: 897CE945-9097-4D2A-BFFD-CA06B0D5B329 Status: Completed

Subject: RFP 10871-25 - Parks and Trails Signage & Wayfinding Standards & Strategy Plan, Closing: 6/6/25, 2PM

Source Envelope:

Document Pages: 30 Signatures: 1 Envelope Originator:

Certificate Pages: 2 Initials: 0 DocuSign Purchasing

AutoNav: Enabled 15670 Ne 85th St

EnvelopeId Stamping: Enabled Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada) docusignpurchasing@redmond.gov

IP Address: 97.140.152.174

Record Tracking

Status: Original Holder: DocuSign Purchasing Location: DocuSign

6/6/2025 8:41:54 AM docusignpurchasing@redmond.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Redmond, WA Location: Docusign

Signer Events	Signature	Timestamp
Jessica Fields, PE, AICP jfields@tooledesign.com Regional Operations Director Toole Design Group, LLC Security Level: Email, Account Authentication (None)	DocuSigned by:  DFBBE8B7B2EF4C6... Signature Adoption: Pre-selected Style Using IP Address: 97.140.152.174	Sent: 6/6/2025 8:41:56 AM Viewed: 6/6/2025 8:53:00 AM Signed: 6/6/2025 8:54:00 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Secure Bids SecureBids@Redmond.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 204.152.61.20	Sent: 6/6/2025 8:54:03 AM Viewed: 6/6/2025 2:29:06 PM Signed: 6/6/2025 2:29:12 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2025 8:41:56 AM
Certified Delivered	Security Checked	6/6/2025 2:29:06 PM
Signing Complete	Security Checked	6/6/2025 2:29:12 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/6/2025 2:29:12 PM

Payment Events	Status	Timestamps

Docusign Envelope ID: 12B5B27D-0790-4961-9878-EC5AC7614BCE

City of Redmond

Payroll Check Approval Register

Pay period: 8/1 - 8-31/2025

Check Date: 8/29/2025

Check Total:	$	2,179.32
Direct Deposit Total:	$	11,122.94
Wires & Electronic Funds Transfers:	$	4,624.24
Grand Total:	$	17,926.50

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 **188781** through **188781** ,
Direct deposits numbered **191376** through **191382** , and
Electronic Fund transfers **1881** through **1881**
are approved for payment in the amount of **$17,926.50**
on this **29th day of August 2025.**

Note:

City of Redmond

Payroll Final Check List

Pay period: 8/1 - 8-31/2025

Check Date: 8/29/2025

Total Checks and Direct deposit:	$	14,418.30
Wire Wilmington Trust RICS (MEBT):	$	3,508.20
Grand Total:	$	17,926.50

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.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington