

City of Redmond



Agenda

Business Meeting

Tuesday, May 19, 2026

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Melissa Stuart, President

Angie Nuevacamina, Vice President

Jessica Forsythe

Vanessa Kritzer

Sayna Parsi

Vivek Prakriya

Menka Soni

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

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: May 5, 2026, Regular Meeting and May 12, 2026, Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for May 5, 2026](#)

[Special Meeting Minutes for May 12, 2026](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, April 30, 2026](#)

[Payroll Check Approval Register, May 8, 2026](#)

[Check Approval Register, May 19, 2026](#)

- 3. [AM No. 26-072](#) Approval of the Final Contract with Johansen Construction Company, in a Final Contract Amount of \$5,711,889, and Acceptance of Construction for the Redmond Central Connector Phase 3 Project

Department: Public Works

[Agenda Memo](#)

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

5/5/26 Committee of the Whole - referred to the City Council
 Planning and Public Works

- 4. [AM No. 26-073](#) Approval of the Final Contract with Road Construction Northwest and Acceptance of Construction for the 152nd Street Improvements Project, in the Amount of \$6,608,175.98

Department: Public Works

[Agenda Memo](#)

[Attachment A: 152nd Ave NE Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

5/5/26 Committee of the Whole - referred to the City Council
 Planning and Public Works

- 5. [AM No. 26-074](#) Approval of Amendment to the Landau Associates, Inc. On-Call Contract to Provide Hydrogeological Support, in the Amount of \$300,000

Department: Public Works

[Agenda Memo](#)

[Attachment A: Amendment 1 Groundwater Monitoring On-Call Contract](#)

[Attachment B: Groundwater Monitoring On-Call Contract](#)

Legislative History

4/28/26 Committee of the Whole - referred to the City Council
 Parks and Environmental Sustainability

- 6. [AM No. 26-075](#) Award of Construction Contract to Lakeside Industries, in the Amount of \$682,941, and Approval of a Consultant Services Agreement Supplement with David Evans and Associates, for the Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.) Project

Department: Public Works

[Agenda Memo](#)

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: 154th Consultant Supplemental Agreement](#)

Legislative History

5/5/26 Committee of the Whole - referred to the City Council
Planning and Public Works

- 7. [AM No. 26-076](#) Approval of 2026 Aerial Photography, Lidar, and Supplementals, Through the eGovCity Alliance, in the Amount of \$94,764

Department: Technology and Information Services

[Agenda Memo](#)

[Attachment A: GeoTerra Proposal](#)

Legislative History

5/12/26 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

- 8. [AM No. 26-077](#) Approval of UKG Pro and Microsoft Dynamics 365 Finance & Operations (D365 F&O) - Bidirectional Integrations

Department: Human Resources/Technology and Information Services

[Agenda Memo](#)

[Attachment A: Protiviti Scope of Work](#)

Legislative History

5/12/26 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

- 9. [AM No. 26-078](#) Approval of the Eastside Public Safety Communications Agency (EPSCA) Amended Interlocal Agreement (ILA)
Department: Executive

[Agenda Memo](#)
[Attachment A: EPSCA Amended Interlocal Agreement](#)
[Attachment B: Puget Sound Emergency Radio Network Interlocal Cooperation Agreement](#)

Legislative History

5/12/26	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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- 10. [AM No. 26-079](#) Adoption of an Ordinance Executing the Olympic Pipeline Franchise Agreement

a. Ordinance No. 3260: An Ordinance of the City of Redmond, Washington, Granting Olympic Pipe Line Company LLC, a Delaware Limited Liability Company, its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Pipeline Facilities, Together with Equipment and Appurtenances Thereto, for the Transportation of Petroleum Products within and Through the Franchise Area of the City of Redmond, Providing for Severability and Establishing an Effective Date

Department: Public Works

[Agenda Memo](#)
[Attachment A: Ordinance - Franchise Agreement](#)
[Attachment B: Franchise Matrix](#)

Legislative History

4/7/26	Committee of the Whole - Planning and Public Works	referred to the Committee of the Whole - Planning and Public Works
5/5/26	Committee of the Whole - Planning and Public Works	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. 26-080](#) World Cup Planning Update: All Programs and Activities
Department: Planning and Community Development / Police / Fire / Executive

[Agenda Memo](#)

[Attachment A: Presentation](#)

Legislative History

2/17/26

City Council

referred to the City Council

- b. [AM No. 26-081](#) First Quarter 2026 Financial Report
Department: Finance

[Agenda Memo](#)

[Attachment A: Presentation](#)

2. Ombudsperson Report

April: Councilmember Kritzer

May: Councilmember Forsythe

3. Committee Reports**V. UNFINISHED BUSINESS****VI. NEW BUSINESS****VII. EXECUTIVE SESSION**

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. SPC 26-043
Type: Minutes

Approval of the Minutes: May 5, 2026, Regular Meeting and May 12, 2026, 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 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 Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

- A. PROCLAMATION: Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Mayor Birney read the proclamation into the record. Councilmembers Soni and Prakriya spoke regarding the proclamation.

- B. PROCLAMATION: National Police Week

Mayor Birney read the proclamation into the record. Brian Coats, Deputy Police Chief, spoke regarding the proclamation.

- C. PROCLAMATION: Older Americans Month

Mayor Birney read the proclamation into the record. Members of the community from the Senior Center spoke regarding the proclamation.

ITEMS FROM THE AUDIENCE

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

- Nathan Gibbs - cooperation between the City and the Interlake Sportsman Club;
- Peter Jarvis - tailoring solutions to the Interlake Sportsman Club site;
- Erin Hamilton - supportive of the MHP program and the upcoming budget;
- Ruth Keynote - impacts of adding a two-hour time limit for parking in the Marymoor area;

- Wolf Adriatico - engaging teens in the rebuilding process for the teen center;
- Rosemarie Ives - confirmation of a detailed plan, engagement with teens, and discussion with the nearby property owners for the rebuilding of the teen center;
- David Morton - contamination in supply wells due to a major fire and the use of firefighting foam in 2013;
- Linda Seltzer - persecution of Jews and their contribution to the United States history; and
- Max Ruhlman - choice of architect, engagement and timeline for the rebuilding of the teen center.

CONSENT AGENDA

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

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

1. Approval of the Minutes: April 21, 2026, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks
 - #189061 through #189088
 - #203103 through #203891
 - #1968 through #1972
 - \$4,973,561.54
 - #18053 through #18329
 - \$1,087,362.74
3. AM No. 26-067: Acceptance of Connecting Housing to Infrastructure Program Grant and Approval to Contract with Bellwether Housing
4. AM No. 26-068: Approval of the Parks Department Web Configuration Contract, with D2 Creative, in the Amount of \$141,900
5. AM No. 26-069: Approval of the Three-Year 2025-2027 Collective Bargaining Agreement for the Redmond Fire Fighters Union #2829, I.A.F.F.

- a. Ordinance No. 3258: An Ordinance of the City of Redmond, Washington Amending the 2025 and 2026 F Pay Plan for Employees Covered by the International Association of Fire Fighters No. 2829 Union Representing the Represented Uniformed Employees in the Fire Department
- 6. AM No. 26-070: Quasi-Judicial: Adoption of Ordinance for Belcaro Plat
 - a. Ordinance No. 3259: An Ordinance of the City of Redmond, Washington, Approving the Final Plat of Belcaro Pursuant to RCW 58.17.170 and RZC 21.74.030, and Establishing an Effective Date
- 7. AM No. 26-071: Adoption of a Resolution Amending Resolution No. 1338: Automated Traffic Camera Penalties for School Speed Zones
 - a. Resolution No. 1627: A Resolution of the City Council of the City of Redmond, Washington, Amending the School Speed Zone Infraction Penalty Set by Resolution No. 1338, in Accordance with Redmond Municipal Code 10.25.080(B)

Mayor Birney read the ordinance and resolution titles into the record.

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Ombudsperson Reports:

Councilmember Kritzer reported receiving resident contacts regarding: Old Firehouse Teen Center; historic preservation; timeline; Library Board of Trustees; Items from the Audience; Comprehensive Plan amendment; budget process community engagement; adding sidewalks and bike lanes on West Lake Sammamish Parkway; parking restrictions in the Marymoor area; transit outreach; video feed technical issues; internal official control; access to healthy food; tenant protections; Middle Eastern and North African and Jewish American Heritage Month; and Pride events.

Councilmember Forsythe reported receiving resident contacts regarding: community vigil; Lime scooters blocking wheelchair access; noise ordinance; historic newspapers; and pedestrian safety.

Councilmember Parsi reported holding office hours and nature walks.

Councilmember Nuevacamina reported receiving resident contacts regarding: data centers; two-hour parking in the Marymoor area; speed cameras and fees; NS interim official control.

Councilmember Stuart reported receiving resident contact regarding: two-hour parking in the Marymoor area; Council Conversations on May 21st; pedestrian improvements; Energize Eastside; office hours changes; events; and interim official control.

Councilmember Prakriya reported receiving resident contacts regarding: interim official control; Plymouth Crossing; Earth Day; and Police awards ceremony.

Councilmember Soni reported regarding: Cinco De Mayo; Arbor Day Celebration; airfield tour; Alternative Crisis meeting; and Pride Across the Bridge.

Committee Reports:

Councilmember Forsythe provided committee reports:

- Eastrail; and
- Committee of the Whole - Planning and Public Works.

Councilmember Prakriya provided a committee report:

- Tenant Protections Subcommittee.

Councilmember Kritzer provided committee reports:

- Lodging Tax Advisory Committee; and
- Hopelink.

Councilmember Nuevacamina provided a committee report:

- Alternative Crisis Response Subcommittee.

Councilmember Stuart provided committee reports:

- Sound Cities Association Public Issues Committee; and

- Statewide Legislative Priorities Committee.

Mayor Birney spoke regarding Sound Transit funding.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

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)] - 30 minutes

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase.

With no objection from the Council, the time of the Executive Session was changed from 30 minutes to 20 minutes.

Following the end of the Executive Session, the Council will reconvene in open session and action will be taken at that time.

The Executive Session convened at 8:20 p.m. At 8:40 p.m. Mayor Birney announced that the Executive Session will be extended by 5 minutes. The Executive Session ended at 8:45 p.m.

MOTION: Councilmember Nuevacamina moved for the Council to approve the authorization for the Mayor to execute the signing of a Purchase and Sale Agreement for the acquisition of real property for the construction of the City's new Maintenance and Operations Center. The motion was seconded by Councilmember Kritzer

VOTE: The motion passed without objection. (7 - 0)

- B. Potential Litigation [RCW 42.30.110(1)(i)] - 15 minutes

Mayor Birney announced the Council will now leave the meeting and go into Executive Session regarding Potential Litigation for 15 minutes. Per state law, public attendance

is not allowed during the Executive Session. Action will not take place following the Executive Session.

Executive Session convened at 8:55 p.m., and ended at 9:10 p.m.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 9:10 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: May 19, 2026

DRAFT

CALL TO ORDER

A Special Meeting of the Redmond City Council was called to order by Mayor Pro Tem Melissa Stuart at 6:30 p.m. The meeting was in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Forsythe, Kritzer, Nuevacamina, Parsi, Prakriya, Soni and Stuart

Absent: None

2022 & 2023 ACCOUNTABILITY AUDIT EXIT CONFERENCE

The purpose of the special meeting was to hold the 2022 & 2023 accountability audit exit conference and the 2024 financial audit entrance conference.

Kelley Cochran, Finance Director, commented regarding timeline and next steps.

Haji Adams, Angela Funamori, and Priscilla Wong, representatives from the State Auditor's Office, spoke regarding:

- Accountability audit results;
- Risk based audit approach;
- Self-insurance program;
- Open Public Meetings Act;
- Financial condition;
- Management letter;
- Annual report filing;
- Water/wastewater fund;
- FIT tool;
- Next audit; and
- Report publication.

Discussion ensued regarding: payroll; recommendation; land use and executive session; and audit cost increase.

2024 FINANCIAL AUDIT ENTRANCE CONFERENCE

Haji Adams, Angela Funamori, and Priscilla Wong, representatives from the State Auditor's Office, spoke regarding:

- Accountability audit;
- Financial statement audit;
- Federal grant compliance audit;

- Major programs selected for audit;
- Staying updated during the audit process;
- Levels of reporting;
- Confidentiality;
- Audit costs;
- Dispute process;
- Loss reporting;
- Onsite audit work;
- FIT tool;
- Audits of the Auditor's Office;
- Local government support services;
- Trainings and client support; and
- Additional resources.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 7:09 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: May 19, 2026



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. SPC 26-044
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 4/1 - 4/30/2026
Check Date: 4/30/2026

City of Redmond
Payroll Final Check List
Pay period: 4/1 - 4/30/2026
Check Date: 4/30/2026

Check Total:	\$ -
Direct Deposit Total:	\$ 9,891.86
Wires & Electronic Funds Transfers:	\$ 6,715.75
Grand Total:	<u>\$ 16,607.61</u>

Total Checks and Direct deposit:	\$ 11,014.64
Wire Wilmington Trust RICS (MEBT):	\$ 5,592.97
Grand Total:	<u>\$ 16,607.61</u>

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

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.

All Checks numbered 203892 through 203899, and
Direct deposits number 1975 through 1976, and
Electronic Fund transfers 1975 & 1976
are approved for payment in the amount of \$16,607.61
on this 30th day of April 2026.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Note:

City of Redmond
Payroll Check Approval Register
Pay period: 4/16 - 4/30/2026
Check Date: 05/08/2026

City of Redmond
Payroll Final Check List
Pay period: 4/16 - 4/30/2026
Check Date: 05/08/2026

Check Total:	\$	57,648.56
Direct Deposit Total:	\$	3,066,666.24
Wires & Electronic Funds Transfers:	\$	1,854,198.30
Grand Total:	\$	<u>4,978,513.10</u>

Total Checks and Direct deposit:	\$	4,400,096.01
Wire Wilmington Trust RICS (MEBT):	\$	578,417.09
Grand Total:	\$	<u>4,978,513.10</u>

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

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.


All Checks numbered **189090** through **189120** ,
Direct deposits numbered **203900** through **204691** , and
Electronic Fund transfers **1973** through **1979**
are approved for payment in the amount of **\$4,978,513.10**
on this **8th day of May 2026**.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Note:

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

Signed by:

D4B4F54F8E80438...

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

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 18330 through 18618 and Wire Transfers are approved for payment in the amount of \$1,355,840.70. This 19th day of May 2026.



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-072
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Parks	Cameron Zapata	Parks Planner
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Brenden Buehler	Acting Deputy Public Works Director

TITLE:

Approval of the Final Contract with Johansen Construction Company, in a Final Contract Amount of \$5,711,889, and Acceptance of Construction for the Redmond Central Connector Phase 3 Project

OVERVIEW STATEMENT:

The Redmond Central Connector Phase 3 (RCC3) Project constructed 1.6-miles of regional trail from the junction of the Bear Creek Trail/East Lake Sammamish Trail to the Cross Kirkland Corridor. This is the third and final phase of a 3.9-mile trail corridor that knits together Redmond Town Center, historic Downtown, Grass Lawn neighborhood, and the Willows business district.

Public Works is requesting Council to approve the final contract and accept construction for the Redmond Central Connector Phase 3 (Project No. 1915-315-03). This contract with Johansen Construction Company had a base bid amount of \$5,639,490, plus or minus change orders and bid items increase or decrease, resulting in a final contract amount of \$5,711,889.41.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Central Connector Master Plan
Transportation Master Plan
Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the city to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Project objectives include completing phase 3 of the regional trail, which improves the safety, reliability, and connection of the Redmond Central Connector trail system. Construction of RCC3 significantly improves pedestrian and bicycle access and comfort to people walking and riding along the Willows Road corridor. The project met the objectives.

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:
\$5,711,889.41

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):

FHWA Grant, Congressional Directed Spending, WA Dept. of Commerce Grant, PSE, Impact Fees, General Fund

Budget/Funding Constraints:

Use of Federal Highway grants requires a minimum of 13.5% funding participation by Redmond

Additional budget details attached.

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

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



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-072
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Mike Haley	Project Manager
Parks	Cameron Zapata	Parks Planner
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steven Gibbs	Capital Projects Division Manager
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- **Relevant Plans/Policies:**
Redmond Central Connector Master Plan
Transportation Master Plan
Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across the city to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Project objectives include completing phase 3 of the regional trail, which improves the safety, reliability, and connection of the Redmond Central Connector trail system. Construction of RCC3 significantly improves pedestrian and bicycle access and comfort to people walking and riding along the Willows Road corridor. The project met the objectives.

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:
\$5,711,889.41

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):

FHWA Grant, Congressional Directed Spending, WA Dept. of Commerce Grant, PSE, Impact Fees, General Fund

Budget/Funding Constraints:

Use of Federal Highway grants requires a minimum of 13.5% funding participation by Redmond

Additional budget details attached.

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

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



CIP Project Information Sheet

Project Name: Redmond Central Connector Phase 3

Project Status: Existing - Revised

Functional Area(s): Parks, Transportation

Relevant Plan(s): PARCC Plan, Transportation Master Plan

Neighborhood: Willows & Rose Hill

Time Frame: 2019-2026

Budget Priority: Vibrant and Connected

Citywide Rank: 99

Functional Area Priority: High

Location: Former railroad corridor parallel to Willows Road, from the 9900 block to NE 124th Street

Description:

Design and construct a 1.6-mile regional trail that will complete the third and final phase of the Redmond Central Connector (RCC).

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:* Redmond Central Connector is complete, providing bicycle and pedestrian routes from the Junction of the Bear Creek Trail/East Lake Sammamish Trail to the Cross Kirkland Corridor and the rest of the 42-mile Eastrail system.

Request: *Primary Reason(s):* Scope Change
Project budget increase due to addition trail lighting and inflation. Schedule change is due to awaiting completion of supporting project.

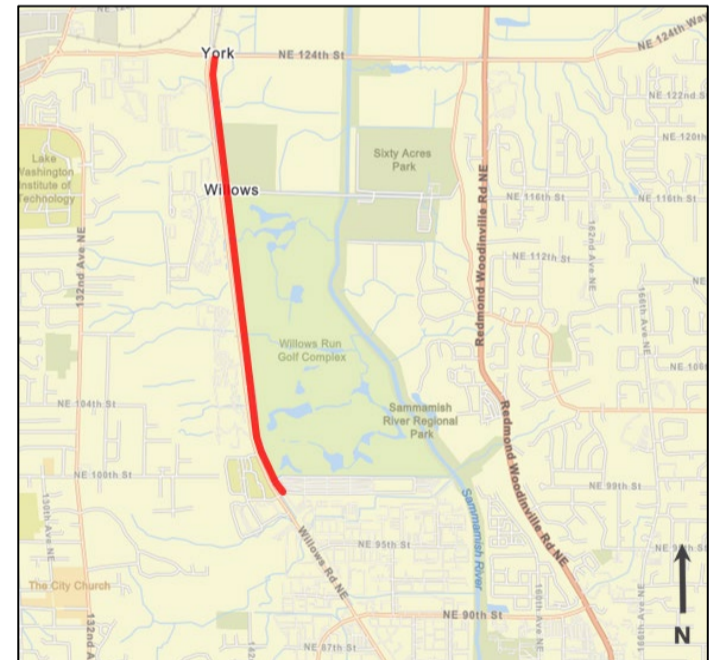
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$5,147,216	\$500,000							\$5,647,216
Approved Changes	-\$2,609,995	\$3,845,431	\$1,192,348						\$2,427,785
Current Approved Budget	\$2,537,221	\$4,345,431	\$1,192,348						\$8,075,001
Proposed New Budget	\$1,659,585	\$5,455,917	\$21,111						\$7,136,613
Proposed changes due to	Scope Change	Schedule Change	Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$22,760								\$22,760
Right of Way	\$15,312	\$11,453							\$26,765
Design (31-100%)	\$837,134								\$837,134
Construction	\$784,379	\$5,444,464	\$11,111						\$6,239,954
Contingency			\$10,000						\$10,000
Total	\$1,659,585	\$5,455,917	\$21,111						\$7,136,613

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost						\$18,300	\$18,300	ongoing	\$36,600

Explanation: M&O costs including labor, materials, tools, utilities related to maintaining and operating the new trail section.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
General Fund	\$1,064,462	\$129,475		\$1,193,937
Grant - (PSRC)	\$500,000	\$1,630,000		\$2,130,000
Grant - State	\$699,370			\$699,370
Impact Fees		\$1,951,694		\$1,951,694
Grant - Legislative		\$1,100,000		\$1,100,000
PSE	\$272,759	\$727,241		\$1,000,000
Total	\$2,536,591	\$5,538,410		\$8,075,001



Attachment B – Additional Project Information

Redmond Central Connector, Phase 3,

Project Discussion

The Redmond Central Connector is a key regional link from Redmond to Issaquah via the East Lake Sammamish Trail, two light rail stations (Downtown, Marymoor Village), and the Cross Kirkland Corridor that connects to Totem Lake Transit Center. It is part of the larger East Rail, a 42-mile corridor between Snohomish County and Renton. Redmond Central Connector III is Redmond’s third and final phase consisting of 1.6 miles of the trail to be completed and will improve access to businesses on Willows Road and Kirkland at NE 124th Street. The completed trail is expected to be used by 250,000 people annually and was substantially complete in the summer of 2025.

Fiscal Information

Current Project Budget	
General Fund	\$1,193,937
PSRC Grant	\$2,130,000
Legislative Grant	\$1,100,000
State Commerce Grant	\$699,370
Impact Fees	\$1,951,694
Puget Sound Energy	\$1,000,000
Total Funding	\$8,075,001
Estimated Project Costs	
Preliminary Design	\$23,000
Design	\$838,000
Right of Way	\$27,000
Construction	\$6,240,000
Contingency	\$947,001
Total Estimated Project Cost	\$8,075,001
Budget Difference	\$0

Previous Project-Related Council Touches

Date	Meeting	Action
5/21/2024	Business Meeting	Accept Funding
9/17/2024	Business Meeting	Award Contract

Photos





Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-073
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	Brandon Buehler	Deputy Director
Public Works	Steve Gibbs	Division Manager
Planning and Community Development	Micah Ross	Senior Planner
Public Works	Aaron Noble	Project Manager

TITLE:

Approval of the Final Contract with Road Construction Northwest and Acceptance of Construction for the 152nd Street Improvements Project, in the Amount of \$6,608,175.98

OVERVIEW STATEMENT:

Public Works is requesting Council to approve the final contract and accept construction for the 152nd Street Improvements project (No. 1530). This contract with Road Construction Northwest had a base bid amount of \$6,718,339.05, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$6,608,175.98.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the May 19, 2026, Council business meeting.

OUTCOMES:

This project upgraded 152nd Ave NE to meet the Overlake Village Design Guidelines. These improvements increased travel choices within the redeveloping neighborhood and improved access to the Overlake Village Light Rail Station. This work included a building a bicycle and pedestrian path, ADA curb ramp improvements, signal changes, and stormwater upgrades.

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:
\$6,608,175.98

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):
Federal Grant, Impact Fees, Real Estate Excise Tax, Sound Transit Grant, General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

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



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-073
Type: Consent Item

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

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

DEPARTMENT STAFF:

Public Works	Brandon Buehler	Deputy Director
Public Works	Steve Gibbs	Division Manager
Planning and Community Development	Micah Ross	Senior Planner
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OVERVIEW STATEMENT:

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Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
- **Required:**
Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**

Public Works is requesting this item go forward for Council approval at the May 19, 2026, Council business meeting.

OUTCOMES:

This project upgraded 152nd Ave NE to meet the Overlake Village Design Guidelines. These improvements increased travel choices within the redeveloping neighborhood and improved access to the Overlake Village Light Rail Station. This work included a building a bicycle and pedestrian path, ADA curb ramp improvements, signal changes, and stormwater upgrades.

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:
\$6,608,175.98

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):
Federal Grant, Impact Fees, Real Estate Excise Tax, Sound Transit Grant, General Fund

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

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

ANTICIPATED RESULT IF NOT APPROVED:

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

ATTACHMENTS:

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

CIP Project Information Sheet

Project Name: 152nd Avenue NE Improvements (NE 24th Street to NE 28th Street)

Project Status: Existing

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Overlake

Time Frame: 2015-2023

Budget Priority: Vibrant and Connected

Citywide Rank: 4

Functional Area Priority: High

Location: 152nd Avenue NE from NE 24th Street to NE 28th Street

Description:

Enhance roadway with turn lanes, on-street parking, pedestrian/bicycle safety improvements, and rechannelization.

Anticipated Outcomes: *Primary:* Upgrade/Enhancement *Secondary:* New multimodal roadway with improved access to Overlake Village Station.

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	\$14,718,625								\$14,718,625
Approved Changes	-\$1,786,042	\$1,787,042							\$1,000
Current Approved Budget	\$12,932,583	\$1,787,042							\$14,719,625
Proposed New Budget	\$11,333,781	\$163,865	\$50,484						\$11,548,130
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$388,229								\$388,229
Right of Way	\$2,098,239								\$2,098,239
Design (31-100%)	\$1,402,255								\$1,402,255
Construction	\$7,445,057	\$163,865	\$25,484						\$7,634,407
Contingency			\$25,000						\$25,000
Total	\$11,333,781	\$163,865	\$50,484						\$11,548,130

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost					\$5,000	\$5,000	\$5,000	ongoing	\$15,000

Explanation: Impacts include additional channelization, signage, green bike lanes, curbs, and cycle track.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Grant	\$6,406,894	\$62,809		\$6,469,703
Impact Fees	\$2,802,533	\$151,540		\$2,954,073
Real Estate Excise Tax	\$784,737			\$784,737
Other Jurisdiction - Sound Transit	\$1,338,822			\$1,338,822
General Fund	\$795			\$795
Total	\$11,333,781	\$214,349		\$11,548,130



Attachment B – Additional Project Information

Bel-Red Buffered Bike Lanes Schedule B and C

Project Discussion

This project added a protected bicycle and pedestrian pathway along 152nd Ave NE between NE 24th St and the NE Hopper St.

Fiscal Information

Project Budget at Award

Federal Grant	\$8,988,834
Impact Fees	\$4,355,718
Real Estate Excise Tax	\$35,856
Sound Transit Grant	\$1,338,822
General Fund	\$395
Total Funding	\$14,719,625

Project Costs to Date

Preliminary Design	\$388,229
Design	\$1,402,255
Right of Way	\$2,098,239
Construction	\$7,609,407
Contingency	\$0.00
Total Estimated Project Cost	\$11,498,130

Budget Difference **\$3,221,495**

Previous Project-Related Council Touches

Date	Meeting	Action
9/6/2022	Council	Award Construction Contract



Artistic Lighting installed along 152nd Ave NE



Northbound Lane at NE Hopper St



Intersection at Hopper St



Intersection at NE 24th St



Northbound shared-use path along 152nd Ave NE



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-074
Type: Consent Item

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

Public Works	Aaron L. Bert	425-553-5814
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DEPARTMENT STAFF:

Public Works	Ernest Fix	Operations Manager
Public Works	Jessica Atlakson	Senior Environmental Scientist

TITLE:

Approval of Amendment to the Landau Associates, Inc. On-Call Contract to Provide Hydrogeological Support, in the Amount of \$300,000

OVERVIEW STATEMENT:

The Landau Associates, Inc. on-call contract was executed on January 7, 2025, to provide groundwater monitoring and hydrogeological technical support. This amendment will increase the maximum amount payable by \$300,000, for a total of \$600,000. This Council Action does not authorize any spending. It creates a contract vehicle for otherwise authorized spending. Each task order under the contract will be funded through a Council authorized project or program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Environmental Sustainability Action Plan
- **Required:**
Redmond Municipal Code 13.07.110
- **Council Request:**
NA
- **Other Key Facts:**
Semi-Annual Groundwater Monitoring: The existing on-call contract with Landau Associates, Inc. (Landau) has a current maximum amount payable of \$300,000 for technical assistance for semi-annual groundwater monitoring for 2025 - 2026.

Groundwater Aquifer Monitoring Network Improvements: As part of the 2025 - 2026 CIP budget, Council approved \$278,000 for Groundwater Aquifer Monitoring Network Improvements, including installation of new monitoring wells, repair and maintenance of existing wells, and decommissioning of wells that are no longer needed.

The Landau contract contains an optional task of providing technical support for installation and decommission of monitoring wells for the City. Public Works is requesting to add an additional \$300,000 to the existing contract so that Landau can provide technical support for the Groundwater Aquifer Monitoring Network Improvements project. This additional work will be covered by the CIP funds. Landau has confirmed that there are staff available to assist with this project. Because this is an on-call contract, the overall contract scope remains unchanged. The network improvement work was already identified as an optional task in the original contract. As is standard for on-call agreements, the detailed scope of this effort will be fully defined in the associated task order.

OUTCOMES:

This work will strengthen protection of Redmond’s drinking water aquifer and improve understanding of groundwater conditions across the area. Key outcomes include:

- Installation of up to eight new groundwater monitoring wells, including new monitoring wells near Supply Wells 1 and 2 to better define existing PFAS contamination, and new monitoring wells in Southeast Redmond to close data gaps and refine groundwater flow understanding.
- Decommissioning of up to five aging wells that have reached end of life, including an artesian well previously used in groundwater modeling and is no longer needed.
- Repair and rehabilitation of up to five existing monitoring wells around the critical aquifer recharge area to extend their service life and ensure reliable sampling.

These improvements will provide higher quality data, strengthen aquifer protection, and support long term water resource management.

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:

\$0. This action does not authorize any spending. It creates a contract vehicle for otherwise authorized spending.

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

Budget Offer Number:

000215

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Groundwater Aquifer Monitoring Network Improvements: 2025/2026 biennial CIP budget.
Groundwater monitoring: 2025/2026 biennial budget under the Healthy and Sustainable budget priority.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/7/2025	Business Meeting	Approve
4/28/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Monitoring well installation and decommissioning is most ideal during dry conditions. In order to facilitate ideal field conditions, this amendment should be executed prior to June 1, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

Without technical support, Public Works may not be able to complete the Groundwater Aquifer Monitoring Network Improvements project. This project will strengthen protection of Redmond’s drinking water aquifer and improve understanding of groundwater conditions across the area, including further defining existing PFAS contamination. The groundwater monitoring serves as a critical early warning system for Redmond’s drinking water supply wells. The supply wells provide approximately 40% of Redmond’s drinking water.

ATTACHMENTS:

Attachment A: Amendment 1 Groundwater Monitoring On-Call Contract with Landau Associates, Inc.

Attachment B: Groundwater Monitoring On-Call Contract with Landau Associates, Inc.



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-074
Type: Consent Item

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

Public Works	Aaron L. Bert	425-553-5814
--------------	---------------	--------------

DEPARTMENT STAFF:

Public Works	Ernest Fix	Operations Manager
Public Works	Jessica Atlakson	Senior Environmental Scientist

TITLE:

Approval of Amendment to the Landau Associates, Inc. On-Call Contract to Provide Hydrogeological Support, in the Amount of \$300,000

OVERVIEW STATEMENT:

The Landau Associates, Inc. on-call contract was executed on January 7, 2025, to provide groundwater monitoring and hydrogeological technical support. This amendment will increase the maximum amount payable by \$300,000, for a total of \$600,000. This Council Action does not authorize any spending. It creates a contract vehicle for otherwise authorized spending. Each task order under the contract will be funded through a Council authorized project or program.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Environmental Sustainability Action Plan
- **Required:**
Redmond Municipal Code 13.07.110
- **Council Request:**
NA
- **Other Key Facts:**
Semi-Annual Groundwater Monitoring: The existing on-call contract with Landau Associates, Inc. (Landau) has a current maximum amount payable of \$300,000 for technical assistance for semi-annual groundwater monitoring for 2025 - 2026.

Groundwater Aquifer Monitoring Network Improvements: As part of the 2025 - 2026 CIP budget, Council approved \$278,000 for Groundwater Aquifer Monitoring Network Improvements, including installation of new monitoring wells, repair and maintenance of existing wells, and decommissioning of wells that are no longer needed.

The Landau contract contains an optional task of providing technical support for installation and decommission of monitoring wells for the City. Public Works is requesting to add an additional \$300,000 to the existing contract so that Landau can provide technical support for the Groundwater Aquifer Monitoring Network Improvements project. This additional work will be covered by the CIP funds. Landau has confirmed that there are staff available to assist with this project. Because this is an on-call contract, the overall contract scope remains unchanged. The network improvement work was already identified as an optional task in the original contract. As is standard for on-call agreements, the detailed scope of this effort will be fully defined in the associated task order.

OUTCOMES:

This work will strengthen protection of Redmond’s drinking water aquifer and improve understanding of groundwater conditions across the area. Key outcomes include:

- Installation of up to eight new groundwater monitoring wells, including new monitoring wells near Supply Wells 1 and 2 to better define existing PFAS contamination, and new monitoring wells in Southeast Redmond to close data gaps and refine groundwater flow understanding.
- Decommissioning of up to five aging wells that have reached end of life, including an artesian well previously used in groundwater modeling and is no longer needed.
- Repair and rehabilitation of up to five existing monitoring wells around the critical aquifer recharge area to extend their service life and ensure reliable sampling.

These improvements will provide higher quality data, strengthen aquifer protection, and support long term water resource management.

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:

\$0. This action does not authorize any spending. It creates a contract vehicle for otherwise authorized spending.

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

Budget Offer Number:

000215

Budget Priority:

Healthy and Sustainable

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

If yes, explain:

N/A

Funding source(s):

Groundwater Aquifer Monitoring Network Improvements: 2025/2026 biennial CIP budget.
Groundwater monitoring: 2025/2026 biennial budget under the Healthy and Sustainable budget priority.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
1/7/2025	Business Meeting	Approve
4/28/2026	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

Monitoring well installation and decommissioning is most ideal during dry conditions. In order to facilitate ideal field conditions, this amendment should be executed prior to June 1, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

Without technical support, Public Works may not be able to complete the Groundwater Aquifer Monitoring Network Improvements project. This project will strengthen protection of Redmond’s drinking water aquifer and improve understanding of groundwater conditions across the area, including further defining existing PFAS contamination. The groundwater monitoring serves as a critical early warning system for Redmond’s drinking water supply wells. The supply wells provide approximately 40% of Redmond’s drinking water.

ATTACHMENTS:

Attachment A: Amendment 1 Groundwater Monitoring On-Call Contract with Landau Associates, Inc.

Attachment B: Groundwater Monitoring On-Call Contract with Landau Associates, Inc.

Amendment No. _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable \$		
Description of Work			

The Local Agency of _____
 desires to amend the agreement entered into with _____
 and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

I

Exhibit A, SCOPE OF WORK, is hereby changed to read:

II

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

III

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

 Consultant Signature

 Approving Authority Signature

 Date



City Contract Routing Form

City Contract #: 10694



Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: on file

Section 2 – Fill Out Contract Details

Date: 1/7/2025 Department: Public Works Division: EUSD Mail Stop: 2NPW

Project Administrator Name: Tess Larson Extension: 2873

Project Manager Name (if different than above): Jessica Atlakson Extension: 2874

Contract Type: Architectural and Engineering Services If other, please indicate: _____

Contract Title: On-Call Groundwater Monitoring Services

Contractor/Consultant Business Name: Landau Associates

Contract Description: support for groundwater monitoring for Redmond. Work provided by individual task orders with their own scope of work and budget.

Project ID #: _____ Project Category: _____ Budget/Account #: 401.21212.00410.53421

Council Approval Date: _____ Agenda Memo #: _____ RFP/IFB/RFQ #: _____

New Contract

Total Amount: \$300,00

Start Date: 1/17/2025 End Date: 12/31/2026

Renewal Option (Y/N): Y If yes, how many? one, (two year extension option)

Amendment/Renewal/Change Order #: _____ Original CC #: _____


New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director or Designee:  Signed by: Carol Bent Date: 1/10/2025 Comments: _____

TIS Director: _____ Date: _____ Comments: _____

City Attorney:  DocuSigned by: Daniel Kenny Date: 1/13/2025 Comments: _____

Risk Manager:  Signed by: Kelley Cochran Date: 1/13/2025 Comments: _____

Mayor or Designee:  Signed by: Kelley Cochran (Mayor Designee) Date: 1/13/2025 Comments: _____

City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 1/13/2025 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

Consultant Agreement for Architectural and Engineering [Non-Public Work]

<p><i>PROJECT TITLE</i></p> <p>On-Call Groundwater Monitoring Services</p>	<p><i>EXHIBITS</i> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A: Scope of Work Exhibit B: Task Orders & Schedule Exhibit C: Payment Schedule Exhibit D: Option for Renewal</p>
<p><i>CONTRACTOR</i></p> <p>Landau Associates, Inc. 130 2nd Ave South Edmonds WA 98020</p>	<p><i>CITY OF REDMOND PROJECT ADMINISTRATOR</i> <i>(Name, address, phone #)</i></p> <p>City of Redmond Jessica Atlakson 15670 NE 85th St PO Box 97010 Redmond WA 98073 jatlakson@redmond.gov</p>
<p><i>CONTRACTOR'S CONTACT INFORMATION</i> <i>(Name, address, phone #)</i></p> <p>Scott Woerman 130 2nd Ave South Edmonds, WA 98020 swoerman@landauinc.com</p>	<p><i>BUDGET OR FUNDING SOURCE</i></p> <p>401.21212.00410.53421</p>
<p><i>CONTRACT COMPLETION DATE</i></p> <p>January 1, 2025 to December 31, 2026</p> <p>One extension option for additional two years</p>	<p><i>MAXIMUM AMOUNT PAYABLE</i></p> <p>\$300,000</p>

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City of Redmond, standard form**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend

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City of Redmond, standard form**

coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. Upon receipt of payment by CONSULTANT from CITY, all designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be at CITY's sole risk and without liability or legal exposure to the CONSULTANT.

IV

TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

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 beyond the control of the CONSULTANT.

V

PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be NET 30 days. 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 Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI

SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

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City of Redmond, standard form**

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

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

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

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City of Redmond, standard form**

**VIII
NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

**IX
TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the

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City of Redmond, standard form**

time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

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**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. 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 herein provided under Section XIV.

**XI
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 determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

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 hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action 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, situated in King County.

**XIII
LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the

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City of Redmond, standard form**

CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees. It is expressly understood that damages for a professional liability claim will be reimbursed upon determination of proportional negligence.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$2,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

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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.

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

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

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

**XIV
EXTRA WORK**

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 under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and 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.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

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City of Redmond, standard form**

**XV
ENDORSEMENT OF PLANS**

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

**XVI
COMPLETE AGREEMENT**


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

**XVI
EXECUTION AND ACCEPTANCE**

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


In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

Signed by:
By: 
2AE433D145C346F...
Scott Woerman

Title: Vice President

CITY OF REDMOND

Signed by:
By: 
5D9FC672714C4E4...
Angela Birney, Mayor

DocuSigned by:
ATTEST: 
98907E6B50CB428...
City Clerk

APPROVED AS TO FORM:

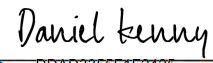
DocuSigned by:

DDAD3355F1F2425...
City Attorney

Exhibit A: Scope of Work

Consultant's Scope of Work

The Consultant shall provide professional services that include, but are not limited to, the following tasks:

Task 1 – Semi-annual Groundwater Monitoring

Semi-annual groundwater monitoring over a period of two weeks, as directed by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons in accordance with the City of Redmond Groundwater Quality Assurance Program Plan (QAPP).

Semi-annual groundwater monitoring includes, but is not limited to, the following activities:

Planning

- Coordinate with City Project Manager prior to sampling event to identify changes and current activities that could impact schedule.
- Prepare and update a project specific health and safety plan for field work conditions.
- Coordinate with City's contracted lab for glassware, analyses and lab results.
- Arrange right-of-way use permit with City, traffic control plans, purge water disposal permit with King County, traffic control equipment and necessary sampling equipment for monitoring event.
- Traffic control is typically required at approximately 5 well locations. Consultant will be responsible for set up of safety cones and traffic control as necessary at each location prior to performing sampling work. Two locations require lane closures. The remaining sites are more minor with traffic control set up in bike lanes.

Groundwater Sampling

- Collect water quality samples at up to 25 wells per City's QAPP and Sampling Analysis Plan (SAP). Locations and analyses information will be provided by the City in an approved SAP.
- Perform maintenance on existing bladder pumps, install new pumps as needed and provide maintenance recommendations.
- Groundwater samples shall be analyzed for a suite of parameters appropriate to monitor presence of potential contaminants at each given location. Groundwater analyses that may be included on Sampling Analysis Plan include:

Analyte	Method
Total/Dissolved Metals	EPA 200.8/6010D-Short List
Alkalinity	SM 2320B
Total Organic Carbon	SM 5310B
Chloride, Fluoride, Nitrate	SM4500-CI E, SM 4500-F C, EPA 353.2
Sulfate	ASTM D516-07
Total Dissolved Solids	SM 2540C
VOCs	EPA 8260C
Polyfluoroalkyl Substances	EPA Method 1633
SVOCs	EPA 8270D

Analyte	Method
Perchlorate	EPA 314.0
Total/ Fecal Coliforms	SM 9222B
E. coli	SM 9222D
TPH	NWTPH-HCID
PPCP Group 1 (including caffeine, atrazine)	Method 1694

Depth to Water Measurements and Transducer Download

- Collect depth to water measurements during a one-day event designated by the City. This one-day event occurs during the week of the semi-annual sampling event, but no sampling occurs during this day. Depth to water (DTW) and depth to bottom (DTB) measurements are collected at up to 100 locations by a combination of City staff and the consultant. The consultant will collect DTW and DTB measurements and download transducers at the approximately 24 locations with transducers during this one-day event.
- Perform transducer maintenance, download data, relocate existing and/or install new sensors per City’s direction and troubleshoot instrumentation issues at approximately 24 locations. Transducer models include InSitu and INW/Seametrics.
- Coordinate with vendor to resolve data retrieval issues and provide recommendations to City.
- Download data from City barometer (Seametrics BaroSCOUT 2) to use for transducer compensation.

Reporting

- Create draft and final versions of groundwater monitoring report.
- Provide draft monitoring report for City review and incorporate City comments into final report.
- Provide EQUIS electronic data deliverables (EDDs) of transducer data, water levels, field parameter and analytical data in City’s EDD format. City will provide EDD formats. City will review deliverable packages for clerical and transcription errors (per QAPP) and determine if package meets an acceptable quality level. If the package does not pass data verification, then consultant will be required to correct noted deficiencies at no additional cost to the City and reissue a revised data package.
- Data will be managed securely by the Consultant according to the Information Privacy and Security Agreement.
- Consultant will provide quality assurance/quality control (QA/QC) review of analytical data to ensure quality objectives.
- Consultant will produce a draft and final groundwater monitoring report after QA/QC review is completed. Data validation summary will be included in the groundwater monitoring report.
- Laboratory invoices for analytical costs will be reviewed by Consultant for accuracy and sent directly to the City for payment.

Task 1 Deliverables:

Pressure Transducer data and draft groundwater monitoring report tables shall be delivered with thirty (30) days following completion of the given field sampling event. The draft groundwater monitoring report final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft. Deliverables are described in detail below.

- 1) Semi-Annual Groundwater Monitoring Reports that describe all work performed and results obtained in relation to each sampling event for review and approval by the City. All work products are the property of the City of Redmond, are to be kept confidential, and are not to be released to any other party without written authorization from the City. The report shall follow the same format as past reports, including at minimum, the following elements:
 - a. Summary of protocols and work performed
 - b. Summary of analytical results
 - c. Summary of groundwater elevation results and any temporary construction dewatering (TCD) activities as notified by City that occur during event
 - d. Summary of consultant QA/QC review of analytical data, including a Level II data usability evaluation in accordance with the City of Redmond Groundwater Quality Assurance Program Plan
 - e. Figures:
 - i. Contour map of all groundwater elevation data collected from semi-annual depth to water event and monitoring well locations.
 - ii. Time series plots for transducer data with precipitation data for past 2 years.
 - f. Tables following City templates:
 - i. Summary of Redmond's monitoring well network information, including well depth, survey data, diameter, base depth, screened interval, equipment depth, pump type, and groundwater level depth range.
 - ii. Summary of field parameters and groundwater analytical laboratory results, with health standard exceedances identified using bold font.
 - iii. Summary of water quality standards for analytes sampled.
 - iv. Summary of groundwater level data.
 - v. Summary of transducers including serial numbers, manufacturer, installation date, calibration date, download date and removal date.
 - g. Documentation of field activities: depth-to-water measurements, field parameter measurements during well purge, field sheets and notes, chain-of-custody, and calibration records.
 - h. Laboratory reports for groundwater analysis, including QA/QC information from the laboratory.

- 2) Semi-Annual Groundwater Monitoring Data for each sampling event shall be delivered in a tabular format provided by the City that is compatible with EQuIS Professional 7.22.2 compatible format. The data shall include:
 - a. Groundwater field parameters
 - b. Groundwater analytical laboratory results
 - c. Downloaded transducer data compensated with barometric data and formatted to groundwater elevation data; and if applicable, include conductivity and temperature data.

Data shall be reviewed and marked for any anomalies following the Transducer SOP appendix within the QAPP.

- d. Groundwater elevation from manual depth to water measurements shall be emailed to project manager in Excel spreadsheet and contained in an EQUIS format.

OPTIONAL: Task 2 – Supplemental Monitoring Well Sampling and Analysis

The City may request supplemental monitoring well sampling, analysis, or recommendations in response to situations such as:

- monitoring results of concern related to contaminant movement within the CARA or water quality standards
- an emergency such as response to a large spill, or
- temporary construction dewatering activities.

Supplemental sampling and analysis would be limited to select monitoring wells near the activity of concern. It is estimated that this supplemental work would be limited to ten (10) monitoring wells.

OPTIONAL: Task 3 – Investigation into Sources of Contaminants of Concern

If the need arises, the City may request support in evaluating and investigating contaminants of concern. This work may include:

- Provide regulatory, investigation and monitoring recommendations and activities related to the risk of contaminant movement within the aquifer.
- Provide planning, oversight, documentation and reporting of soil and groundwater sampling and/or new monitoring well installation.
 - Selection of monitoring well location(s)
 - Pre-installation and utilities locating
 - Management and disposal of Investigative Derived Waste and purge water
 - Development of monitoring well
 - Perform slug test for hydraulic conductivity data
 - Coordinate work elements with driller which City would contract separately
- Collect soil and/or groundwater samples at new and/or existing well locations. Report results and provide appropriate recommendations.
 - Results to be summarized in report tables and provided as EQUIS EDDs in City’s format

OPTIONAL: Task 4 – Maintenance and Decommissioning of Existing Monitoring Wells

The City may request evaluation, planning and/or oversight of monitoring well repair, re-development or decommissioning work. City would contract separately with a drilling contractor and consultant would plan, coordinate, and oversee work.

OPTIONAL: Task 5 – EQUIS Database Management

The City uses EarthSoft’s EQUIS Environmental Database to manage the groundwater monitoring program’s data. Consultant may be asked to provide technical guidance for the following projects, which may include, but is not limited to:

- Resolving existing database errors
- Creating new reports that incorporate water quality standards
- Updating database with new file naming convention
- Data migrations, EQUIS trainings and troubleshooting

City's Scope of Work

The City's scope of work will include the following:

- A. The City will provide all background information of the existing groundwater monitoring network, including monitoring well logs, water quality reports, well depth, survey data, screened interval, equipment type, well construction and depth-to water data.
- B. The City will provide available GIS data and EQuIS compatible format tables or database tables as needed for the work.
- C. The City will provide scheduling and requirements necessary to complete the work, including the Quality Assurance Program Plan.
- D. The City will provide information regarding the state-certified laboratory that will conduct the sampling analysis.
- E. The City will provide a draft Sampling Analysis Plan approximately 4 weeks prior to the scheduled monitoring event and a final version approximately two weeks prior to sampling.

Exhibit B: Task Orders and Schedule

I. Task Order Administration

The City's Project Manager or her designated representative will administer each task order from the Public Works Department of the City. The schedule and period of each task order agreement will be separately negotiated and defined as described in the Task Order Process. There will be no specific limitation on the quantity, minimum and/or maximum value of individual task orders.

A. Consultant Resources and Time

The consultant may be expected to respond to short notice requests for technical services to resolve urgent task orders. The consultant should be capable of performing urgent task order assignments while working on another task order simultaneously.

B. Task Order Process

1. For each individual task order, the project manager will issue a written or verbal "Task Order Request" to the Consultant. The task request will describe the nature and extent of the project, its scope and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request", the Consultant will prepare a proposal that includes an applicable scope of work, schedule, and detailed fee proposal as well as identify key staff assignments and potential sub consultants.
3. The Consultant and project manager will determine the detailed scope of work, project schedule, Consultant fee, and other project management details.
4. The City Project Manager will provide a signed task order sheet as final approval of the task order.
5. Modifications to task order scope and/or increase in cost require timely notification to the City. Written authorization from the City Project Manager is required before additional costs are incurred.
6. The Consultant 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.

II. Semi-annual Groundwater Monitoring Schedule

A. Preparation

1. Consultant will coordinate with the City project manager approximately 4 weeks prior to a sampling event to identify any changes to the monitoring program and any current construction activities that could impact the monitoring schedule. Consultant may also coordinate with appropriate City personnel or offsite property owners 1 week prior to the sampling event to schedule monitoring to minimize any disruptions; the sampling team will be prepared to rearrange the monitoring schedule after site arrival, if necessary.

2. At least 2 weeks prior to a sampling event, Consultant will coordinate with the City's contract laboratory regarding planned analyses, required sample bottles, and bottle delivery, pickup date, and location.

B. Field work

1. Semi-annual groundwater monitoring over a period of two weeks, as designated by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons.
2. Consultant will coordinate with City Project Manager to select a day to complete a round of depth to water and depth to bottom measurements; and transducer downloads.

C. Deliverables schedule

1. Pressure transducer data and draft groundwater monitoring report tables shall be delivered within thirty (30) days following completion of the given field sampling event.
2. The draft groundwater monitoring report and final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities.
3. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft.

Exhibit C: Payment Schedule

I. Scope of Services Estimated Budget for Semi-annual Groundwater Monitoring

Subject to change based on number of monitoring locations included in scope of work for each task order. If unforeseen conditions are encountered, the consultant will bring these to the city’s attention and seek modification to the scope of services and budget, as appropriate.

Scope of Services	Cost
Semiannual Groundwater Monitoring (Cost Per Event)	\$25,300
Landau Labor for Each Groundwater Sampling Event (25 wells by 2 field staff in 4 field days; includes field preparation and travel)	\$20,300
Field Sampling Equipment and Supplies (assumes no new tubing purchases required)	\$2,600
Vehicle Use	\$500
Traffic Control (ROW Permit and traffic control plan for 1 location)	\$900
Traffic Control Subcontractor (Assumes 1 location)	\$1,000
Synoptic Water Levels (Assumes 1 day event with 2 field staff, separate from groundwater sampling)	\$5,100
Landau Labor for Transducer Downloads	\$4,850
Field Sampling Equipment and Supplies	\$150
Vehicle Use	\$100
Data Analysis and Reporting	\$16,200
Hydrograph Updates	\$2,800
Data QA/QC and Laboratory Coordination	\$3,900
Monitoring Report	\$7,100
EQuIS EDDs	\$2,400
Project Management and Administration (approximately 10% of Project Costs)	\$4,900
TOTAL (per Monitoring Event)	\$51,500

Cost Estimate Assumptions

- All fieldwork will be completed within the City right-of-way or on City property. The City will provide Landau with access to the monitoring wells in the right-of-way and will ensure that the well locations are accessible to field vehicles. Landau will coordinate traffic control, as necessary.
- Each semiannual groundwater monitoring event will take four days (assumes 12-hour days) for two Landau field staff. Dedicated tubing, bladder pumps, and connectors have been installed in the monitoring wells, and will be available for use upon Landau’s arrival.
- Each semiannual synoptic water level event will take one 12-hour day for two Landau field

staff.

- The waste generated during field activities will be drummed in water-tight containers, labeled, and properly disposed of in accordance with the appropriate discharge permit requirements at the end of each day. The City will sign all applicable waste manifests and disposal documentation. Waste disposal costs are not included in the cost estimate.
- The City will provide Landau with a database that includes all available historical site data with spreadsheets containing previous compliance evaluation calculations and plots.
- Draft semiannual reports will be submitted to the County for review prior to finalization. This proposal assumes that the draft will be approved by the City without significant modification. Both draft and final report will be submitted electronically.

II. Labor and Subconsultant Compensation Rates

If any service is supplied by a subconsultant, Landau Associates will identify the source service provider(s), as specified in “Exhibit A – Scope of Work” and “Exhibit B – Task Orders and Schedule.” If the approved subconsultant is not able to render services, Landau Associates must notify the city immediately in writing. Written approval of Consultant’s request to use another qualified subconsultant will be at the sole discretion of the City.

Personnel Labor	Hourly Rate
Senior Principal	383
Principal	352
Senior Associate	315
Associate	289
Senior	263
Senior Project	242
Project	221
GIS Analyst / CAD Designer	221
Senior Staff	200
Staff / Senior Technician II	184
Data Specialist	184
CAD / GIS Technician	168
Project Coordinator	152
Assistant / Senior Technician I	137
Technician	121
Support Staff	105

III. Rate Change Requests

The labor rates and classifications shown in this exhibit shall be subject to renegotiation once annually and upon written request of the Consultant.

As stated in Exhibit D, Option for Renewal, Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

Written request by the Consultant for rate (price) changes must be made to the City’s project manager and City’s contract administrator within 30 calendar days from November 1. If no such written request is made, the current labor rates and classifications shown in this exhibit

will remain in effect. Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new labor rates and classifications that will be applicable following the anniversary date of the original contract agreement authorization. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties and be incorporated into this agreement. If requested, the Consultant will provide direct (raw) labor, indirect cost rate (overhead) and fixed fee (profit) information to aid in negotiation.

Contract Administrator Contact Information:

Tess Larson
MS: 2NPW
15670 NE 85th St
P.O. Box 97010
Redmond, WA 98073-9710
(425) 556-2873
tlarson@redmond.gov

Exhibit D: Option for Renewal

The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



Memorandum

Date: 5/19/2026

Meeting of: Committee of the Whole - Planning and Public Works

File No. AM No. 26-075

Type: Consent Item

TO: Members of the City Council

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

DEPARTMENT STAFF:

Public Works	Aaron Noble	Project Manager
Public Works	Adnan Shabir	Functional Area Lead
Public Works	Steve Gibbs	Division Manager
Public Works	Brandon Buehler	Acting Deputy Director

TITLE:

Award of Construction Contract to Lakeside Industries, in the Amount of \$682,941, and Approval of a Consultant Services Agreement Supplement with David Evans and Associates, for the Pavement Management - 154th Ave NE (Redmond Way to NE 85th St.) Project

OVERVIEW STATEMENT:

Public Works is requesting to award the construction contract for the Pavement Management - 154th Ave NE (Redmond Way to 85th) project, Project No.1530. Public Works to Lakeside Industries in the amount of 682,941 is also requesting approval of the consultant services agreement supplement with David Evans and Associates in the amount of \$36,645. This supplement is for construction engineering support services for the project. It increases the maximum amount payable to \$337,137.

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
- **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 May 19, 2026, Council business meeting

OUTCOMES:

This project will grind and overlay the existing pavement along 154th Ave NE from Redmond Way to NE 85th. It will revitalize highly deteriorated pavement providing a smooth and safe roadway surface.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

Email, newsletter, and social media outreach one week prior to construction

• **Outreach Methods and Results:**

Direct communication with businesses
Webpage Updates, social media, and traffic alerts

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$1,411,212

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):

Transportation Benefit District, FHWA Grant

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	N/A

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 (which occurred on May 7, 2026) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying construction and increasing the cost to complete the project. While delayed, the pavement conditions will continue to deteriorate, causing harm to Redmond drivers. The federal grant could also be impacted.

ATTACHMENTS:

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: 154th Consultant Supplemental Agreement



Memorandum

Date: 5/19/2026
Meeting of: Committee of the Whole - Planning and Public Works

File No. AM No. 26-075
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Aaron Noble	Project Manager
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Public Works	Steve Gibbs	Division Manager
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REQUEST RATIONALE:

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Transportation Master Plan, ADA Transition 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 May 19, 2026, Council business meeting

OUTCOMES:

This project will grind and overlay the existing pavement along 154th Ave NE from Redmond Way to NE 85th. It will revitalize highly deteriorated pavement providing a smooth and safe roadway surface.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• **Timeline (previous or planned):**

Email, newsletter, and social media outreach one week prior to construction

• **Outreach Methods and Results:**

Direct communication with businesses
Webpage Updates, social media, and traffic alerts

• **Feedback Summary:**

N/A

BUDGET IMPACT:

Total Cost:

\$1,411,212

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):

Transportation Benefit District, FHWA Grant

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/5/2026	Committee of the Whole - Planning and Public Works	N/A

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 (which occurred on May 7, 2026) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying construction and increasing the cost to complete the project. While delayed, the pavement conditions will continue to deteriorate, causing harm to Redmond drivers. The federal grant could also be impacted.

ATTACHMENTS:

- Attachment A: Project Information Sheet
- Attachment B: Additional Project Information
- Attachment C: 154th Consultant Supplemental Agreement



CIP Project Information Sheet

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

Project Status: Existing

Functional Area(s): Planning, Transportation

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

Neighborhood: Sammamish Valley

Time Frame: 2024 - 2027

Budget Priority: Vibrant and Connected

Citywide Rank: 53

Functional Area Priority: High

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

Description:

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

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

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

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

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

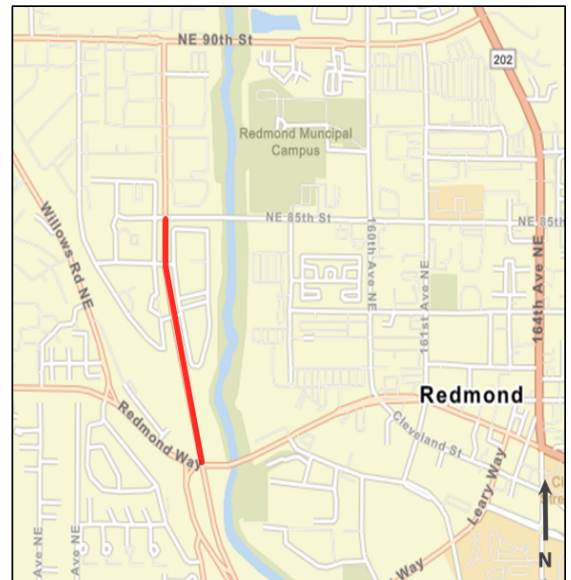
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$31,127	\$192,916	\$1,028,641	\$435,337					\$1,688,022
Approved Changes									
Current Approved Budget	\$31,127	\$192,916	\$1,028,641	\$435,337					\$1,688,022
Proposed New Budget	\$23,944	\$200,102	\$732,365	\$731,611					\$1,688,022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

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

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

Explanation:

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



Attachment B – Additional Project Information

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

Project-Related Community/Stakeholder Outreach

Project will be included on the City website. Traffic Alerts will be sent through the City’s electronic notification system.

Local businesses will be contacted prior to construction.

Bid Results

The project was advertised in the *Daily Journal of Commerce* and *The Seattle Times* on April 15, 2026 and April 22, 2026. Bids will be received and opened on May 7, 2026. The City received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Lakeside Industries	Issaquah, WA	\$682,941
Granite Construction	Everett, WA	\$993,599
Engineer’s Estimate		\$937,052

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 the contract to Lakeside Industries.

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Original Agreement	6/2/2025	\$300,492	\$300,492

Fiscal Information

Current Project Budget

Transportation Benefit District	\$243,022
FHWA Grant	<u>\$1,445,000</u>
Total Funding	\$1,688,022

Estimated Project Costs

Design	\$393,356
Right of Way	\$0.00
Construction	\$925,324
Contingency	<u>\$92,532</u>

Total Estimated Project Cost	\$1,411,212
Project Funding	\$1,688,022
Budget Difference	\$276,810

Previous Project-Related Council Touches

Date	Meeting	Action
3/18/2025	Approval of Grant Funding	Approved
5/20/2025	Approval of the consultant contract	Approved



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date 6/2/2025	Completion Date	
Project Title	New Maximum Amount Payable \$		
Description of Work			

The Local Agency of _____
desires to supplement the agreement entered into with _____
and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

SCOPE OF SERVICES

SUPPLEMENT NO. 1

CITY OF REDMOND

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

**Federal Aid No. STBGUL-1907(001)
(Project # 2414)**

Prepared by:

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

February 25, 2026

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TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.1. Project Description

Supplement No. 1 modifies the Original Agreement dated May 28, 2025, with the following revisions: construction engineering support and record drawings preparation.

The City of Redmond (CITY) is requesting David Evans and Associates, Inc. (CONSULTANT) to provide construction engineering support and record drawings for the Pavement Management – 154th Ave NE (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on 154th Ave NE; and replacing vehicle loop detectors. The project limits are from the north of Redmond Way to NE 85th Street. The project's construction limits will not overlap with any existing crosswalks, thus not requiring upgrade needs to ADA curb ramps nor pedestrian traffic signal facilities.

This scope of services describes the Task Elements to be accomplished by the CONSULTANT as summarized under each task element. This scope consists of the following task elements:

- Task 2.1 – Project Management
- Task 2.4 – Monthly Invoices/progress Report
- Task 10.1 – Construction Engineering Support
- Task 10.2 – Record Drawings

1.2. Project Deliverables Furnished by the CONSULTANT

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

- Request for Information (RFI) responses
- Record Drawings

1.4 Project Assumptions

- The budget allocations shown on Exhibit D are itemized to aid in PROJECT tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization. CONSULTANT shall inform CITY in writing monthly of any budget transfers between tasks.
- Project duration is assumed to be 4 months.

TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

2.1 Project Management

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

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

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

2.4 Monthly Invoices/Progress Reports

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

Deliverables:

- Monthly Invoices and Progress Reports (4 total)

TASK 10.0 CONSTRUCTION SUPPORT SERVICES

10.1 Construction Engineering Support

The CONSULTANT shall provide construction engineering support at the CITY's request during construction phase of the project. Construction engineering support applies to the CONSULTANT involved in the preparation of construction contract documents under the Original Agreement.

Construction Engineering Support Services will include the following:

- **Pre-Construction Meeting:** The CONSULTANT (up to one {1} staff) will attend one (1) kick-off meeting with the prime contractor, CITY and SUBCONTRACTOR's.
- **Construction Meetings:** The CONSULTANT will attend construction meetings as requested. This task assumes four (4) total meetings will be attended by CONSULTANT.
- **Review Selected Shop Drawings Submittal:** The CONSULTANT will review and recommend action on selected Contractor submittals and shop drawings as requested by the CITY. Anticipated submittals will include work plans, fabrication submittals, and material approvals. The effort for this task is for input/support of Contractor's submittals to the CITY and will be limited to the effort shown in the Fee Proposal. This task assumes two (2) submittals.
- **Requests for Information (RFIs)/Design Clarifications:** At the CITY's request, the CONSULTANT may be asked to help the CITY in answering CONTRACTOR's RFIs. The task assumes that five (5) RFIs will be reviewed.

Deliverables:

- Responses to Contractor Submittals
- Responses to RFIs

10.2 Record Drawings

The CONSULTANT shall prepare Record Drawings at the completion of the project. The CITY will provide Contractor-prepared marked-up drawings, inspector's field notes, and other available information. The CONSULTANT shall use these materials to prepare the Record Drawings. Record Drawings shall be prepared in accordance with the CITY's "Record Drawing Requirements."

Deliverables:

- Phase I Record Drawings for Engineering Review (22"x34" [PDF format]).
- Phase II Record Drawings GIS Review - (22"x34" [PDF format], Digital CAD file [uploaded on CITY's Project Masterworks site], Digital Submittal Checklist [PDF format]).

- Phase III Record Drawings for Final Submittal (Searchable PDF format), Individual Record Drawings in TIFF format (uploaded on CITY's Project Masterworks site).
- One Composite DWG file (electronic).

Exhibit D
City of Redmond
Pavement Management - 154th Ave NE (Redmond Way to 85th St.)

David Evans and Associates, Inc.

	Classification	Est. Hours	x	Rate	=	Dollars
1	Project Manager I (PJM1)	100		\$59.52		\$5,952
2	Project Manager V (PJM5)	20		\$107.96		\$2,159
3	Project Coordinator II (PJC2)	7		\$32.60		\$228
4	Project Accountant IV (PAC4)	7		\$54.00		\$378
		Total Hrs.				134

Total DSC **\$ 8,717**

Salary Escalation Cost (estimated)

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

Total DSC **\$ 8,717**

Overhead (OH Rate x DCS) 176.24% x \$ 8,717 = **\$ 15,364**

Fixed Fee (FF Rate x (DSC + Overhead)) 10.5% x \$ 24,081 = **\$ 2,528**

Total Overhead & Fixed Fee Cost **\$ 17,892**

Direct Expenses	No.	Unit	Each	Cost
Mileage	50	miles @	\$0.725 /mile	\$ 36.25

Direct Expenses Subtotal **\$ 36**

David Evans and Associates Total **\$ 26,645**

Total Costs **\$ 26,645**

Management Reserve Fund **\$ 10,000**

Total Costs with Management Reserve Fund **\$ 36,645**

**Exhibit D
City of Redmond
Pavement Management - 154th Ave NE (Redmond Way to 85th St.)**

David Evans and Associates, Inc.

Work Element #	Work Element	1	2	3	4	DEA Total hrs	DEA Total \$
		Project Manager I (PJM1)	Project Manager V (PJM5)	Project Coordinator II (PJC2)	Project Accountant IV (PAC4)		
		Total hrs	Total hrs	Total hrs	Total hrs		
2.0	Project Management and Coordination						
2.1	Project Management	10		2	2	14	\$768
2.4	Monthly Invoices/Progress Reports	5		5	5	15	\$731
Work Element 2.0 Total		15		7	7	29	\$1,499
10.0	Construction Support Services						
10.1	Construction Engineering Support	40	10			50	\$3,460
10.2	Record Drawings	45	10			55	\$3,758
Work Element 10.0 Total		85	20			105	\$7,218
EXPENSES							\$36
PROJECT WORK ELEMENTS TOTALS		100	20	7	7	134	\$8,753



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-076
Type: Consent Item

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

Technology and Information Services	Michael Marchand	425-556-2173
-------------------------------------	------------------	--------------

DEPARTMENT STAFF:

Technology and Information Services	Melissa Brady	Enterprise Data and GIS Manager
-------------------------------------	---------------	---------------------------------

TITLE:

Approval of 2026 Aerial Photography, Lidar, and Supplementals, Through the eGovCity Alliance, in the Amount of \$94,764

OVERVIEW STATEMENT:

We propose to participate in a regional aerial imagery and LiDAR acquisition through the eGovCity Alliance. Participating collaboratively allows us to share costs while ensuring consistent, high-quality data across jurisdictions.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

This effort will provide updated high-resolution imagery and elevation data to support the development of contours, impervious surface, tree canopy analysis, and building height information. These datasets are foundational to a wide range of City functions, including planning, infrastructure management, and environmental analysis.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Work will be complete in the Summer of 2026.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$94,764

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

Budget Offer Number:
Environmental Sustainability

Budget Priority:
Healthy and Sustainable, BTIP

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

Funding source(s):
Stormwater Utility Funds
BTIP - Environmental Sustainability Data and Tools

Budget/Funding Constraints:
The funds are earmarked for Environmental Sustainability work

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/12/2026	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 aerials and lidar are being scheduled with the larger consortium for the summer of 2026.

ANTICIPATED RESULT IF NOT APPROVED:

The City will continue to work with outdated tree canopy and impervious surface imagery.

ATTACHMENTS:

Attachment A: GeoTerra Proposal



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-076
Type: Consent Item

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

Technology and Information Services	Michael Marchand	425-556-2173
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DEPARTMENT STAFF:

Technology and Information Services	Melissa Brady	Enterprise Data and GIS Manager
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TITLE:

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OVERVIEW STATEMENT:

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

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- **Timeline (previous or planned):**
Work will be complete in the Summer of 2026.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$94,764

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

Budget Offer Number:
Environmental Sustainability

Budget Priority:
Healthy and Sustainable, BTIP

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

Funding source(s):
Stormwater Utility Funds
BTIP - Environmental Sustainability Data and Tools

Budget/Funding Constraints:
The funds are earmarked for Environmental Sustainability work

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/12/2026	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 aerials and lidar are being scheduled with the larger consortium for the summer of 2026.

ANTICIPATED RESULT IF NOT APPROVED:

The City will continue to work with outdated tree canopy and impervious surface imagery.

ATTACHMENTS:

Attachment A: GeoTerra Proposal

Proposal for Aerial Mapping Services

Submitted to: **Nate Fears, Sr. GIS Analyst**
City of Redmond, WA
15670 NE 85th St
PO Box 97010
Redmond, WA 98073
nfears@REDMOND.GOV

Project Name: **2026 Redmond eCityGov Supplementals**
 Location: **Redmond, WA**

Lidar / Impervious / Summer Orthos
Acquire new Lidar at a minimum density of 16 pts/m² during summer leaf-on conditions. Calibrate and adjust to existing control. Deliver classified Lidar, DEM / DSM / CHM rasters, tree canopy polygons, 1-foot contours with supporting terrain. **Collect new impervious surfaces** using stereo imagery flown for the 2026 eCityGov project. **Fly new summer 4-band aerial imagery** suitable to produce 0.5' pixel orthophotography.

Specifications	Notes
Project Type	Lidar / Impervious / Orthos
eCityGov Alliance Base Products	7cm stereo imagery
Aerial Topographic Lidar	22,970 acres
Terrestrial Lidar Sensor	Optech Galaxay T2000
Time of Flight	Leaf-on season
Pulse Density	16 pts/m ²
Swath-Swath Overlap	≥ 50%
Classification	Yes
Hydro-flattened	Yes
Survey Data	Existing Control
Vertical Accuracy	RMSEz ≤ 0.1 m (0.33 ft)
Accuracy Validation Points	Existing Data
Impervious Features	11,486 acres
Collection Method	Photogrammetric
Map Scale	1" = 100'
Topology	Validated
Preferred Schema	Yes
Summer Orthophotography	22,970 acres
Flight	Leaf-on season
Resolution	0.5' pixel
Delivery via	HDD / FTP / OneDrive

- Summer Lidar Deliverables:**
- * Leaf-on Aerial Lidar at > 16 pts/m² density, with classification, LAS v1.4
 - * 3' DEM (Bare Earth) Hydro-flattened raster data in GeoTIFF format
 - * 3' DSM (Highest Hit) raster data in GeoTIFF format
 - * 3' CHM (Canopy Height Model) raster data in GeoTIFF format
 - * Tree canopy polygons (≥ 10' in height and ≥ 5' in diameter) in ESRI geodatabase format
 - * 1' Contours with terrain surface, in ArcGIS geodatabase format.
 - * Flight Index in geodatabase format
 - * Lidar Report in PDF format
 - * Project metadata in FGDC-compliant XML format
- Impervious Deliverables:**
- * Impervious feature polygons, including building elevation and heights, in ArcGIS geodatabase format using city-supplied schema.
 - * Project metadata in FGDC-compliant XML format
- Summer Ortho Deliverables:**
- * 0.5' pixel RGB-Nir Ortho Tiles in uncompressed GeoTIFF and 10:1 compressed SID/SDW formats
 - * Flight Index in geodatabase format
 - * Project metadata in PDF format
 - * Project metadata in FGDC-compliant XML format

(Cost Table shown on page 2)

Submitted by: **Leanne Mitchell**
 Project Coordinator
 GeoTerra, Inc.
lmitchell@geoterra.us
 541-914-1582

Total cost approved by City of Redmond for supplemental products to include with 2026 eCityGov Alliance contract =

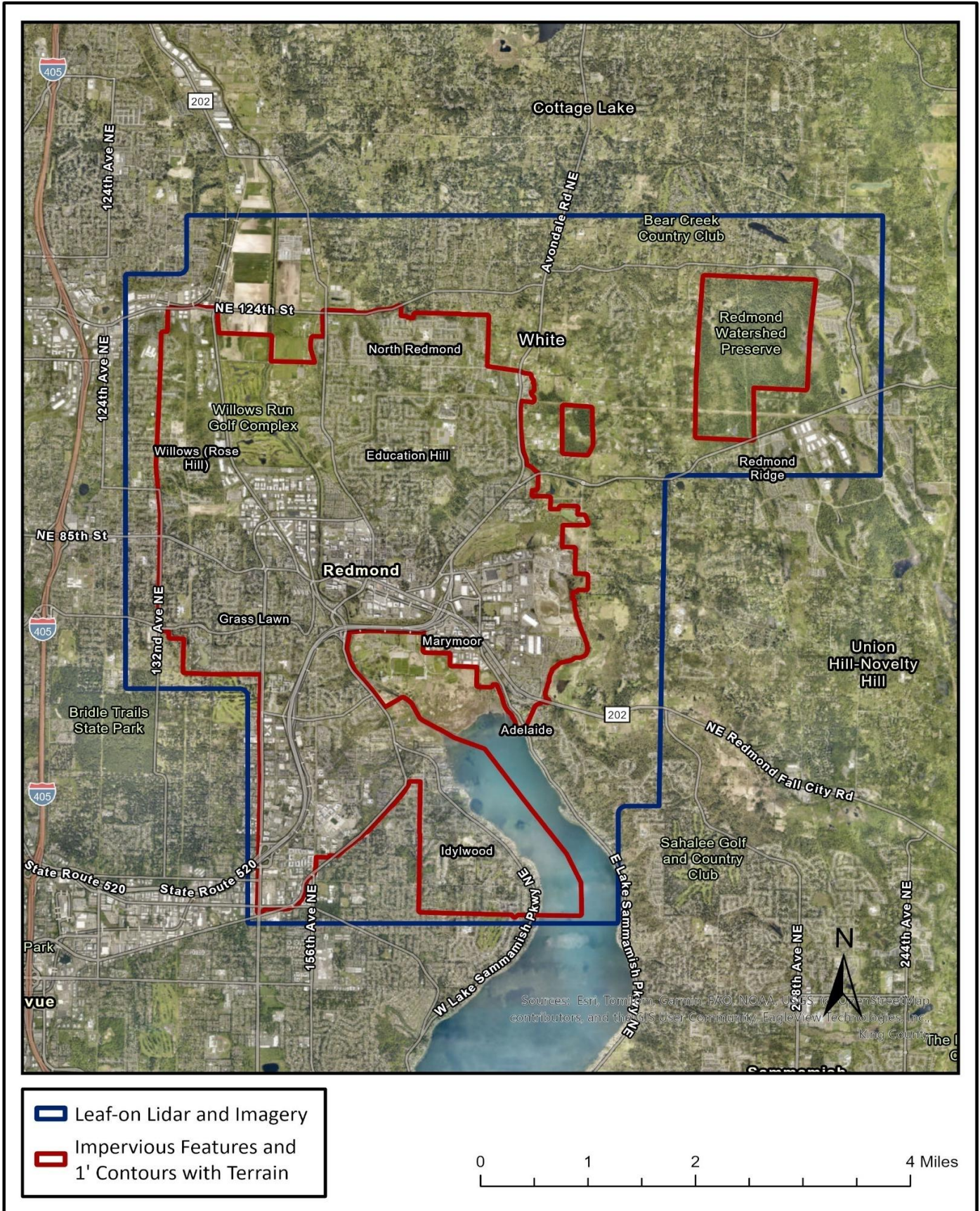
Approved By: _____

Signature: _____

Date: _____

Product	COST	Notes
16 ppsm Aerial Lidar	\$36,650	Flown during early summer leaf-on conditions with focus on tree canopy returns. Includes: calibration, classificatio; terrain and 1' contours; tree canopy polygons; and DEM, DSM and CHM raster models.
New Impervious Features	\$39,800	Includes topology-corrected polygons and buildings attributed with roof elevation, floor elevation, and height. Data delivered in ArcGIS geodatabase format using the city's supplied data schema
Option 1 - Stand Alone Summer 0.5' Pixel Orthos	\$9,450	Includes <i>solo</i> summer flight of 4-band (RGB-Nir) aerial imagery and production of 0.5'-pixel orthophotography
Option 2 - <i>Shared</i> Summer 0.5' Pixel Orthos	\$3,685	Total cost assuming imagery flight and production of orthophotography is <i>performed with Sammamish</i> .
Additional 5 tiles of 0.25'-pixel Leaf-off Orthos for eCityGov Alliance	\$1,040	Cost to flight and produce 5 additional 3000'x3000' 4-band leaf-off ortho tiles that were not included in the final 2026 contract.

2026 City of Redmond - eCityGov Supplemental Data



Proposed Lidar Classification Scheme	
LAS Classification	Description
01_Unclassified	Non-ground points
02_Ground Points	Bare earth points
04_Tree Canopy	Trees ≥ 10 ft in height
06_Building Points	All returns on buildings at least > 100 ft ² in size
07_Low Noise	Anomalous points below ground – flagged as withheld
09_Water	Point returns found on water
17_Bridge	Point returns on bridge decks
18_High Noise	Anomalous points above ground – flagged as withheld
20_Ignored Ground	Near breaklines

Proposed Impervious Features
<p>Impervious Features will be delivered in the City's Data Shema as shown in Attachment A.</p>

Project Methodology

Summary

Several aerial mapping products are included in this proposal to support the City's interest in impervious features, forest canopy metrics, summer imagery, and terrain products. Boundaries for each area of interest are shown on page 3. Impervious features will be produced using the 2026 eCityGov Alliance's 0.25'-pixel leaf-off imagery. New aerial Lidar and imagery will be flown during the early summer leaf-on timeframe to support urban forest canopy assessment. The key to Lidar acquisition and processing is to allow consistent repeatability every one to two years to account for changes in forest canopy over time.

Leaf-on Aerial Lidar Acquisition

Lidar will be acquired using an Optech Galaxy T2000 sensor mounted in a fixed-wing aircraft for an AOI of 22,970 acres; see map on page 3. The Galaxy is designed to achieve up to 8 returns for each pulse emitted. Data will be captured at a pulse density of at least 16 pts/m² during the summer leaf-on season using a fixed-wing aircraft. The summer timing of flight, point density, and returns per pulse will ensure a robust canopy definition. Planned point density will be achieved by acquiring at > 55% lateral overlap between swaths. This acquisition strategy reduces "laser shadows" by allowing at least two sensor angles to assist with better definition of both vegetation, features, and ground. At least one cross flight will be flown at 90-degrees across all main flight lines and used to assist with calibration and adjustment.

Survey Control for Lidar Adjustment

As a substantial cost savings measure, existing or historical control will be used to adjust the calibrated Lidar data to ground coordinates. As additional savings, data accuracy will be validated using existing Lidar sources as a relative comparison with results reported in the final Lidar report. Final data will be produced to meet ASPRS Positional Accuracy standards for a 0.33-foot RMSEv Non-Vegetated Accuracy (NVA) Class.

Unless otherwise requested, data will be delivered in the following coordinate system:

- Washington State Plane, North Zone
- Horizontal datum: NAD83(HARN)
- Vertical datum: NAVD88, Geoid 12B
- Unit of Measure: US Survey Feet

Lidar Calibration and Processing

A rigorous calibration of all Lidar swaths will be performed using *TerraMatch* software to achieve a tight relative fit of all data (+/- 8cm). Once calibration is achieved, Lidar returns will be auto classified using *TerraScan* software with algorithms specifically designed for the type of terrain and above ground features found within the AOI. For this project, the focus will be on identifying tree canopy returns for urban forest analysis and ground points for creating terrain and 1' contours. After calibration and autotclassification, data will be adjusted to the project coordinate system using historical ground control. Lidar returns will be classified using the scheme shown in the table on page 4 and delivered in LAS v1.4 format in an edge-matched tile scheme that is georeferenced to the project coordinate system.

Terrain and Contours

Contours will be created for 11,486 acres using the aerial Lidar; see boundary on page 3. Ground classified Lidar returns will be filtered into a limited set of Model Key Points (MKP) and used as the basis of terrain. 3D breaklines will be collected along significant sharp breaks in terrain such as bridge abutments where needed to improve terrain definition. The final terrain will be hydro flattened using 3D vectors collected at the edges of lakes and ponds greater than 2 acres in size and along the edges of creeks and rivers greater than 100 feet in width. The resulting MKP, breaklines, and hydro features will be combined into a terrain surface and used to create 1-foot contours with delivery in geodatabase format. Final data will be

Vegetation Metrics

Processed Lidar will be used to create additional products for use in forest metrics for the Lidar AOI shown on page 3. Highest hit returns will be used to create a Digital Surface Model (DSM). Ground returns will be used to create a Digital Elevation Model (DEM). A Canopy Height Model (CHM) will be created by subtracting the DEM from the DSM. The DEM, DSM, and CHM raster data will be delivered at a 3-foot resolution in GeoTIFF format for 22,970 acres; see map on page 3.

Canopy polygons will be created using classified pulse returns on trees ≥ 10 -foot in height and greater than 5-feet in diameter or the equivalent of 20 ft². For large canopy polygons, openings less than 10 ft² in size will be eliminated to provide a “cleaner” data set. All processes used to create the final data will be carefully noted and archived with the project to allow consistent repeatability for future Lidar flights and products.

Impervious Feature Collection

Impervious features will be photogrammetrically collected for 11,486 acres within the City Limits using the spring leaf-off 0.25'-pixel imagery collected for the 2026 eCityGov Alliance project; see map on page 3. Data will be provided in polygon format, and topology checks will be performed to identify and correct any gaps or overlapping data. Each building polygon will be attributed with the following: highest elevation; estimated elevation at floor level; and height. Resulting data will be suitable for a 1" = 100' mapping scale and produced to meet a final horizontal accuracy of $RMSE_H = 1.4'$. A proposed impervious feature list is provided on page 4. Delivery will be provided in ESRI geodatabase format in the city's provided schema.

Leaf-on 4-Band Orthophotography

Aerial imagery will be flown using a large format digital camera with gyro mount and coupled with Airborne GPS and IMU. Imagery will be captured during the early summer months to support urban forest health evaluation. Raw data will be radiometrically adjusted and color balanced on a project-wide basis. Resulting photography will be aerially triangulated using existing control and rectified to a suitable terrain surface to correct for horizontal displacement.

Resulting rectified photos will be mosaicked together to produce 4-band (RGB-Nir) orthophotography at a pixel resolution of 0.5'. Horizontal accuracy will meet $RMSE_H = 1.39'$. The orthophotography will be delivered in edge-matching tiles and georeferenced to the project coordinate system. The final product will be delivered in GeoTIFF format as tiles and in a 10:1 compressed MrSID format for tiles and mosaic(s).



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-077
Type: Consent Item

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

Human Resources	Cathryn Laird	425-556-2125
Technology and Information Services	Michael Marchand	425-556-2173

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Human Resources	Kseniya Daly	Deputy HR Director
Technology and Information Services	Carmen Hall	Project Mgmt Office Manager

TITLE:

Approval of UKG Pro and Microsoft Dynamics 365 Finance & Operations (D365 F&O) - Bidirectional Integrations

OVERVIEW STATEMENT:

Engaging a partner to develop bi-directional integrations between UKG Pro and the City’s existing ERP, Dynamics 365 F&O, reducing manual processes and ensuring system alignment. This Statement of Work expands the City’s partnership with Protiviti to provide additional technology resourcing and support.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2025/2026 BTIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

UKG Pro and D365 F&O integration benefits include:

- Consistent data alignment across core HR and Finance systems
- Increased frequency of integrations that protect operational continuity
- Error-handling and notification capabilities to reduce failures and keep teams informed
- Scalable integration design documentation to support future growth and integrations

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 agreement is structured as a time and materials contract with a total value of \$78,676 plus tax. A previously executed discovery phase contract for \$20,800 reduces the remaining approval amount to \$57,876 plus tax.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

362 - BTIP

Budget Priority:

Strategic and Responsive

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

If yes, explain:

Annual support cost \$12,000

Funding source(s):

Costs associated with the implementation will come from the 2025/2026 BTIP

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/12/2026	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:

UKG Pro estimated go live Q4 2026.

ANTICIPATED RESULT IF NOT APPROVED:

Continue using the manual file-based integration process developed by the City, updated to reflect UKG Pro mapping requirements.

ATTACHMENTS:

Attachment A: Protiviti Scope of Work



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-077
Type: Consent Item

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

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DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Human Resources	Kseniya Daly	Deputy HR Director
Technology and Information Services	Carmen Hall	Project Mgmt Office Manager

TITLE:

Approval of UKG Pro and Microsoft Dynamics 365 Finance & Operations (D365 F&O) - Bidirectional Integrations

OVERVIEW STATEMENT:

Engaging a partner to develop bi-directional integrations between UKG Pro and the City’s existing ERP, Dynamics 365 F&O, reducing manual processes and ensuring system alignment. This Statement of Work expands the City’s partnership with Protiviti to provide additional technology resourcing and support.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2025/2026 BTIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
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OUTCOMES:

UKG Pro and D365 F&O integration benefits include:

- Consistent data alignment across core HR and Finance systems
- Increased frequency of integrations that protect operational continuity
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COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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Continue using the manual file-based integration process developed by the City, updated to reflect UKG Pro mapping requirements.

ATTACHMENTS:

Attachment A: Protiviti Scope of Work

STATEMENT OF WORK

Check one

Project **Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the “**Agreement**”) dated February 13, 2026, by and between City of Redmond, WA (“**Client**”) and Protiviti Inc. (“**Protiviti**”). This Statement of Work shall be effective upon the first to occur of (i) the date Protiviti commences providing the Services or (ii) the date it is signed by both parties.

- **Engagement Overview**
 - This SOW covers the Build Phase of the UKG Pro ↔ Microsoft Dynamics 365 Finance & Operations (D365 F&O) integration program.
 - This phase will execute upon the approved outputs of the Discovery Phase, including finalized integration requirements, architecture, and data mapping specifications. Protiviti will design, build, test, deploy, and stabilize all in-scope integrations as defined in the Discovery deliverables and attached as appendices to this SOW.
- **Name of Project:** City of Redmond UKG Integration
- **Client’s Project Manager:** Courtney Miller
- **Objectives**
 - Implement secure, reliable, and scalable integrations between UKG Pro and D365 F&O
 - Ensure accurate and auditable data movement aligned with City governance standards
 - Deliver tested, production-ready integrations with operational monitoring and support readiness
 - Transition integrations to steady-state support following go-live
- **Scope of Services:**

Overview:	This Statement of Work covers the Build Phase of the City of Redmond UKG Pro ↔ Microsoft Dynamics 365 Finance & Operations (D365 F&O) Integration Program.
In-Scope Integrations	<p>Based on Discovery outcomes, the following integrations will be implemented:</p> <p>Worker / Employee Master (UKG → D365) Job / Position Master (UKG → D365) Payroll Cost / GL Distribution (UKG → D365) Financial Dimensions (D365 → UKG) Position / Organizational Updates (D365 → UKG) Integration monitoring, error handling, and alerting</p> <p>Integration will be a file based integration with a report delivered by UKG onto azure blob storage for processing.</p> <p>*Final integration list, frequency, and triggers will be governed by the approved Integration Requirements Document (IRD). **As the IRD document is still being created, if there are material changes, Protiviti will evaluate to see if there is any change in effort required. If material</p>

	effort changes are required, Client and Protiviti will agree on a change order in alignment with the change in effort.
--	--

<p>Integration Design & Build</p>	<p>Protiviti will:</p> <ul style="list-style-type: none"> ○ Finalize technical design specifications for each integration ○ Configure Azure integration components including: ○ Logic Apps ○ Azure Functions ○ Azure Data Factory (if applicable) ○ Secure Blob Storage / SFTP endpoints ○ Build transformation logic per approved mapping specifications ○ Develop logging, monitoring, and error-handling frameworks.
<p>D365 F&O Configuration</p>	<ul style="list-style-type: none"> ○ Configure and/or extend applicable Data Management Framework (DMF) entities ○ Configure data import/export frameworks as required ○ Validate financial dimension alignment and master data dependencies
<p>Testing</p>	<p>Protiviti will support and execute:</p> <ul style="list-style-type: none"> ● Unit Testing <ul style="list-style-type: none"> ○ Validate individual integration components and transformations ● System Integration Testing (SIT) <ul style="list-style-type: none"> ○ End-to-end validation across UKG → Azure → D365 ○ Error-handling and recovery validation ● User Acceptance Testing (UAT) Support <ul style="list-style-type: none"> ○ Defect resolution support ○ Technical clarification and troubleshooting ○ Retesting of fixes
<p>User Acceptance Testing (UAT) Roles and Responsibilities</p>	<p>City of Redmond is responsible for:</p> <ul style="list-style-type: none"> ○ Own and manage the UAT process and schedule ○ Define UAT scenarios, test cases, and acceptance criteria ○ Execute functional and business validation testing ○ Provide test data and validate payroll and financial results ○ Log, triage, and prioritize defects in an agreed tracking tool ○ Meet agreed testing timelines and provide timely feedback ○ Provide formal UAT sign-off

	<p>Protiviti is responsible for:</p> <ul style="list-style-type: none"> ○ Provide technical support during UAT ○ Analyze and remediate confirmed integration defects attributable to the build ○ Provide clarification on integration behavior and data flows ○ Support re-testing of resolved defects ○ Advise on technical feasibility and root cause analysis
<p>Defect Severity Definitions</p>	<p>Critical: An issue that causes a complete failure of an in-scope integration or materially prevents core business operations. No viable workaround exists.</p> <p>High: An issue that significantly impacts processing accuracy or timeliness but has a viable workaround. Core business operations can continue with mitigation.</p> <p>Medium: An issue that does not prevent processing and has minimal business impact. Workarounds are available with low operational risk.</p> <p>Low: Cosmetic, informational, or enhancement-related issues with no impact to integration functionality or business operations.</p>
<p>Deployment & Cutover</p>	<ul style="list-style-type: none"> ○ Develop deployment and cutover strategy ○ Support lower-environment deployments ○ Execute production deployment ○ Validate production data flows and job scheduling ○ Support initial payroll and financial cycles, if applicable.
<p>Documentation & Knowledge Transfer</p>	<ul style="list-style-type: none"> ○ Finalized integration design specifications ○ Final data mapping documents ○ Knowledge transfer session for City technical staff

<p align="center">Hypercare & Warranty</p>	<p>Hypercare (30 Days Post Go-Live)</p> <ul style="list-style-type: none"> ○ Production issue resolution ○ Performance tuning ○ Monitoring oversight <p>Warranty Period (Additional 30 Days)</p> <ul style="list-style-type: none"> ○ Defect remediation related to integration build ○ No additional cost for warranty-covered issues
<p align="center">Hypercare Exit Criteria</p>	<p>Critical: No open Critical issues attributable to Protiviti integration build.</p> <p>High: No open High issues without an agreed workaround.</p> <p>Medium: May remain open and transition to Warranty or standard support, if documented and agreed.</p> <p>Low: Acceptable and do not prevent Hypercare exit.</p>

• **Deliverables:**

Deliverable	Description
Final Integration Design Documents	Detailed technical designs per interface
Azure Integration Components	Production-ready Logic Apps / Functions
Configured DMF Entities	D365 import/export artifacts
Test Evidence	Unit & SIT results
Deployment & Cutover Plan	Approved execution approach
Knowledge Transfer Session	Recorded and Documented

• **Out of Scope:**

<p align="center">The following items are explicitly out of scope for this SOW</p>	<ul style="list-style-type: none"> ○ Changes to UKG Pro application configuration or UI ○ Custom UKG Pro development ○ Real-time API integrations (file-based only) ○ Historical payroll data migration ○ Report development in either system ○ Ongoing managed services beyond warranty period
<p align="center">Warranty Scope Clarification</p>	<p>During the Warranty Period, Protiviti will remediate defects attributable to the integration build that were not evident or reproducible during UAT. Warranty does not include enhancements, new requirements, or issues caused by source system changes, data anomalies, or third-party configuration changes.</p>

- **Responsibilities:**

<p style="text-align: center;">Protiviti Responsibilities</p>	<ul style="list-style-type: none"> ○ Integration architecture and development ○ Azure and D365 F&O configuration ○ Testing execution and defect remediation ○ Deployment and go-live support ○ Documentation and knowledge transfer
<p style="text-align: center;">City of Redmond Responsibilities</p>	<ul style="list-style-type: none"> ○ Provide timely access to UKG and D365 environments ○ Provide test data and payroll validation ○ Participate in UAT and sign-offs ○ Approve deliverables and deployment milestones

- **Assumptions & Dependencies**

<p style="text-align: center;">Assumptions</p>	<ul style="list-style-type: none"> ○ Discovery deliverables are approved prior to build start ○ Required environments are available and stable ○ UKG extract formats remain consistent with Discovery outputs ○ No material scope changes without formal change control ○ UKG and D365 Finance and Operations will stay on the same version throughout the implementation. If any changes happen that change the level of effort, a change order may be required.
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- **Fees:**

Level	Billing Rate
Managing Director	\$470
Senior Director/Director	\$470
Associate Director	\$345
Senior Manager	\$310
Manager	\$280
Senior Consultant	\$250
Consultant	\$175
Offshore – Associate Director	\$111
Offshore – Manager	\$51
Offshore – Deputy Manager	\$42

In addition to professional fees, out-of-pocket expenses incurred (including reimbursement for use of software and research tools), and billing processing fees (e.g. VMS), a 6% charge for technology and knowledge capital usage (applied to professional fees) will be billed to Client.

Resource Type	Role	Hours	Rate	Total	Comments
Quality Review – US Onshore	Managing Director	10	\$470	\$4,700.00	QA
Technical – US Onshore	Senior Manager	40	\$265	\$12,400.00	Governance + QA
Functional	Associate Director	60	\$111	\$6,660.00	Functional documentation / Testing
Technical	Associate Director	60	\$111	\$6,660.00	Solution Design, Architecture, Integration Patterns
Technical - Integration	Manager	260	\$51	\$13,260.00	Integration Development, Testing, Deployments
Technical – Integration	Deputy Manager	260	\$42	\$10,920.00	Integration Development, DMF Packages, Support
TOTAL:		690		\$54,600	

Executed this day of April 27th, 2026.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

CITY OF REDMOND, WA

By: _____
Kevin McCreary
 Managing Director

By: _____



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-078
Type: Consent Item

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

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Approval of the Eastside Public Safety Communications Agency (EPSCA) Amended Interlocal Agreement (ILA)

OVERVIEW STATEMENT:

The City of Redmond is a member of the Eastside Public Safety Communications Agency (EPSCA), a non-profit entity providing emergency radio capabilities to Redmond, Issaquah, Mercer Island, Bellevue and Kirkland. The entity existed to maximize the availability and effectiveness of emergency radio communications at minimum cost. In 2015, the voters of King County passed a property tax levy funding the formation of the Puget Sound Emergency Radio Network (PSERN) supplanting the need for EPSCA to maintain the original 800 MHz radio system. With the successful implementation of PSERN the relationship between the five cities has changed from operating an 800 MHz emergency radio system to participating on the governing board of PSERN. The interlocal agreement attached (Attachment A) is a successor agreement to memorialize the changes in the EPSCA member duties and responsibilities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
EPSCA operates as a governmental entity formed as a non-profit corporation under RCW 39.24 and 24.06
- **Required:**
Per City policy, Council is responsible for approving interlocal agreements
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Since 1992, the City of Redmond has been a part of the Eastside Public Safety Communications Agency (EPSCA) operating and maintaining a regional 800 MHz trunked radio communication system in East King County. In 2015, King County voters passed a property tax levy to form a regional program to consolidate four 800 MHz systems into one regional system for emergency communications. The four entities included EPSCA, King County, City of Seattle, and Valley Communications Center (Valley Com). In 2020, the member agencies signed an interlocal cooperation agreement (Attachment B) and formed the Puget Sound Emergency Radio Network (PSERN). In December 2023, PSERN became the sole entity responsible for ongoing ownership, operations, maintenance, management, and upgrading/replacing of equipment for the regional 800 MHz emergency radio system. More information on PSERN can be found at PSERN.org.

In 2023, the EPSCA Board of Directors voted to dissolve EPSCA as a non-profit corporation and form a joint board to exercise their rights and responsibilities under the PSERN interlocal cooperation agreement. However, dissolution would only occur after the new emergency radio system was operational for one full year. The PSERN emergency radio system has been operating successfully since mid-2024 which precipitated a change in the joint agreement between the EPSCA cities. The ILA in Attachment A creates a successor to the EPSCA Joint Board for purposes of exercising the rights and responsibilities under the PSERN agreement, including:

- Operation of the new EPSCA Joint Board
- Appointment of a Board Member and Alternate to serve on the Governing Board of PSERN
- Allocation of costs incurred, if any
- Termination of the agreement
- Terms of intergovernmental cooperation

Approval of the amended ILA would appoint the Mayor or her designee to the EPSCA Joint Board and potentially to the PSERN Governing Board should the rest of the EPSCA Board Members choose Redmond as a representative.

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:

There is no cost associated with the EPSCA ILA. The City of Redmond pays radio fees into PSERN for operations and maintenance of the emergency radio system.

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):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/12/2026	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:

Delay in the approval of the interlocal agreement will delay the selection of a member of EPSCA to the Governing Board of PSERN.

ANTICIPATED RESULT IF NOT APPROVED:

If the ILA is not approved, Redmond would no longer be a part of EPSCA and would not have a seat on the Governing Board of PSERN.

ATTACHMENTS:

Attachment A: EPSCA Amended Interlocal Agreement

Attachment B: PSERN Interlocal Operating Agreement



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-078
Type: Consent Item

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

Executive	Malisa Files, COO	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Approval of the Eastside Public Safety Communications Agency (EPSCA) Amended Interlocal Agreement (ILA)

OVERVIEW STATEMENT:

The City of Redmond is a member of the Eastside Public Safety Communications Agency (EPSCA), a non-profit entity providing emergency radio capabilities to Redmond, Issaquah, Mercer Island, Bellevue and Kirkland. The entity existed to maximize the availability and effectiveness of emergency radio communications at minimum cost. In 2015, the voters of King County passed a property tax levy funding the formation of the Puget Sound Emergency Radio Network (PSERN) supplanting the need for EPSCA to maintain the original 800 MHz radio system. With the successful implementation of PSERN the relationship between the five cities has changed from operating an 800 MHz emergency radio system to participating on the governing board of PSERN. The interlocal agreement attached (Attachment A) is a successor agreement to memorialize the changes in the EPSCA member duties and responsibilities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
EPSCA operates as a governmental entity formed as a non-profit corporation under RCW 39.24 and 24.06
- **Required:**
Per City policy, Council is responsible for approving interlocal agreements
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Since 1992, the City of Redmond has been a part of the Eastside Public Safety Communications Agency (EPSCA) operating and maintaining a regional 800 MHz trunked radio communication system in East King County. In 2015, King County voters passed a property tax levy to form a regional program to consolidate four 800 MHz systems into one regional system for emergency communications. The four entities included EPSCA, King County, City of Seattle, and Valley Communications Center (Valley Com). In 2020, the member agencies signed an interlocal cooperation agreement (Attachment B) and formed the Puget Sound Emergency Radio Network (PSERN). In December 2023, PSERN became the sole entity responsible for ongoing ownership, operations, maintenance, management, and upgrading/replacing of equipment for the regional 800 MHz emergency radio system. More information on PSERN can be found at PSERN.org.

In 2023, the EPSCA Board of Directors voted to dissolve EPSCA as a non-profit corporation and form a joint board to exercise their rights and responsibilities under the PSERN interlocal cooperation agreement. However, dissolution would only occur after the new emergency radio system was operational for one full year. The PSERN emergency radio system has been operating successfully since mid-2024 which precipitated a change in the joint agreement between the EPSCA cities. The ILA in Attachment A creates a successor to the EPSCA Joint Board for purposes of exercising the rights and responsibilities under the PSERN agreement, including:

- Operation of the new EPSCA Joint Board
- Appointment of a Board Member and Alternate to serve on the Governing Board of PSERN
- Allocation of costs incurred, if any
- Termination of the agreement
- Terms of intergovernmental cooperation

Approval of the amended ILA would appoint the Mayor or her designee to the EPSCA Joint Board and potentially to the PSERN Governing Board should the rest of the EPSCA Board Members choose Redmond as a representative.

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:

There is no cost associated with the EPSCA ILA. The City of Redmond pays radio fees into PSERN for operations and maintenance of the emergency radio system.

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):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
5/12/2026	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:

Delay in the approval of the interlocal agreement will delay the selection of a member of EPSCA to the Governing Board of PSERN.

ANTICIPATED RESULT IF NOT APPROVED:

If the ILA is not approved, Redmond would no longer be a part of EPSCA and would not have a seat on the Governing Board of PSERN.

ATTACHMENTS:

Attachment A: EPSCA Amended Interlocal Agreement

Attachment B: PSERN Interlocal Operating Agreement

Attachment A
Successor EPSCA Interlocal Agreement

**EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY
JOINT BOARD INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland, and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs, the Principals developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals entered into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under Chapters 39.24 and 24.06 RCW; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, known as the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies” entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”), which created a separate governmental agency (the “PSERN Agency”), under authority of Chapters 39.34 and 24.06 RCW, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS, the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”) on behalf of all Principals, as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, thereafter, the Principals entered into the Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2021 Agreement”) adding processes for jointly exercising their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred in December of 2023, at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on October 23, 2023, the EPSCA Board of Directors (“Board of Directors”) voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Agency Joint Board Agreement (“EPSCA Joint Board Agreement”) as a successor agreement to the 2021 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act chapter 39.34 of the Revised Code of Washington;

WHEREAS, all Principals retain the responsibility and authority for their operational departments with respect to any activities related to public safety radio dispatch and related services, and nothing within this agreement is intended to alter or modify those responsibilities or authority.

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF EPSCA JOINT BOARD.

The Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and Alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

SECTION 2. EFFECTIVE DATE AND TERM OF AGREEMENT.

This Agreement shall be deemed adopted and effective as of the last date signed below, subject to the Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2021 Agreement, which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

a) Administrator. The “Administrator” is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The Administrator shall be selected by the Joint Board by simple majority vote.

b) Chief Executive Officer or CEO. For purposes of this Agreement, “Chief Executive Officer” or “CEO” with respect to any Principal is the city manager for a city with a council manager form of city government, or the mayor or city administrator for a city with a council-mayor form of city government.

c) EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

d) EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 6 of this Agreement to represent the Principals on the PSERN Board.

e) Joint Board. The “Joint Board” is the body established by Section 1 of this Agreement.

f) Member. A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

g) Principal. A “Principal” is a general-purpose municipal corporation formed as a city under the laws of the state of Washington that has accepted the terms of and is a party to this Agreement. The original Principals are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PERSN Board Representative.

h) PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

i) PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, established 2021.

j) PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

k) PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

l) Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

m) Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

SECTION 4. JOINT BOARD POWERS.

The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.

a) Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal

or his/her alternate as provided in Section 5.d. Such representatives are referred to as a Member or Members of the Joint Board.

b) Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

c) Powers. The Joint Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

d) Alternates. Each Member of the Joint Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency. Such alternate shall have the authority to bind the Principals when acting in the Member's stead.

e) Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 9 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

f) Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described herein, all Joint Board decisions require a Simple Majority Vote for approval. A Member, or their alternate, may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal, or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Joint Board only on those matters defined in Section 8 and subject to Section 9.

g) Officers. The Joint Board shall have two officers: a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair.

a. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202_, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1.

b. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

c. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1).

d. The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Joint Board.

h) Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

i) Meetings. The Joint Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) calendar days' advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members

upon giving all other Members not less than ten (10) calendar days' prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

j) Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Joint Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a) Selection of EPSCA PSERN Board Member, Designee and Alternate. The Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three (3) consecutive terms.
- iii. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Joint Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Joint Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Principals' Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Principals' Board Members at a duly noticed Joint Board meeting.

b) Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Principals are responsible to determine what constitutes legislative approval

or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Principals remaining party to the PSERN Operator ILA.

SECTION 7. COST ALLOCATION; PAYMENT.

a) Cost Allocation. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board. Any necessary expenses of the Joint Board shall be approved by a supermajority vote of the Joint Board, shall be allocated equally between all Principals unless otherwise agreed to by all Principals, and shall not exceed \$500 in a calendar year.

b) Payment and Delinquencies. Payments shall be made within 45 days of invoice by the Administrator, and any payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

SECTION 8. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services.

SECTION 9. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a) Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b) Time is of the essence in giving notice of termination or withdrawal.

c) The termination or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

d) A Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board, which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

e) Effect of Withdrawal of an original Principal. If an original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal may no longer participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

SECTION 10. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration,

termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals.

SECTION 11. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a) This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Joint Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b) Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
- ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

c) Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain. Nothing precludes the remaining Principles from entering into a new agreement to exercise their rights under the PSERN Operator ILA.

d) Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

SECTION 12. DISPUTE RESOLUTION.

a) Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b) The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.

c) If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

d) If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and

the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 13. INTERGOVERNMENTAL COOPERATION. The Joint Board shall cooperate with local, state, and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 14. INDEMNIFICATION AND HOLD HARMLESS.

a) Each Principal shall defend, indemnify, and hold harmless the Joint Board, other Principals, and such Principals' officers, officials, employees, agents, and volunteers from any and all claims, injuries, damages, losses, or suits (including attorney fees) arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal or the Joint Board.

b) It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

c) The provisions of this Section shall survive the expiration or termination of this Agreement.

d) Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

SECTION 15. NOTICE.

Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board
c/o his/her/their Principal agency's address

Notices to Principals or Members required hereunder may be given by mail or email (with confirmation of transmission), or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 16. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 17. FILING.

As required by RCW 39.34.040, this Agreement shall be listed by subject on a Principal's website or other electronically retrievable public source.

SECTION 18. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 19. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section, or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

SECTION 20. RATIFICATION.

All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

SECTION 21. EXECUTION AND COUNTERPARTS.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

Attachment B

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to chapter 39.34 RCW (the “Interlocal Cooperation Act”) by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a “Party” and collectively, the “Parties”).

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system’s equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the “Puget Sound Emergency Radio Network System” or “PSERN System.”

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement (“Implementation Period ILA”) that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the “PSERN Operator” and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral genders (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by King County, the due date shall be deemed to be the next Business Day.

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.10 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a

management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

2.0 DURATION OF AGREEMENT

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the “Puget Sound Emergency Radio Network Operator”. The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a “joint board” within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party’s financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The Board’s composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator’s articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in

Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;
- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the

compensation for, and be authorized to terminate the employment of the Executive Director.

- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an “at will” employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;

- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors to cooperate with the mediator in good faith, including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the

mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Board of Directors to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

6.0 EXECUTIVE DIRECTOR

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;

- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency

determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA (“Qualified Employees”). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a “Transferring Employee.” The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

9.0 Service Level Requirements

9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board

member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or

omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

15.0 GENERAL

15.1 RESERVED

15.2 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.3 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.4 Compliance with Laws

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

15.5 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.

- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be

invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

- Section 13 Legal Relations
- Section 14 Public Records
- Section 15.16 Choice of Law; Venue

15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

CITY OF AUBURN

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

Approved as to Form:

Deputy Prosecuting Attorney

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE

CITY OF FEDERAL WAY

Name _____

Title _____

Date _____

Attest:

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

CITY OF KENT

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

DocuSigned by:


Name Angela Birney

Title Mayor

CITY OF RENTON

Name _____

Title _____

Date 8/24/2020

Date _____

Attest:

Attest:

DocuSigned by:
Cheryl Xanthos
E728E589816E4E1...
City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Jim Haney
85394CE968994B5...
City Attorney

City Attorney

CITY OF SEATTLE

CITY OF TUKWILA

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

Approved as to Form:

Approved as to Form:

City Attorney

City Clerk

City Attorney

Exhibit A

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = \frac{[83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

$Y = \frac{[17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

END OF EXHIBIT A.

Exhibit B Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network
May 17, 2019



0 1 2 Miles

Portable CATP Grid: 0.1 mile x 0.1 mile
430 Tiles Enabled (50.1% inside S.A.)

PSERN 2018
BSEPN-10-Building-001-2018 Baseline
TBDH48
TBDH48-ZBK15G3
Pricing 7-1

Motorola Solutions Confidential Restricted

Certificate Of Completion

Envelope Id: 0D097FE1CC9E4D058DC9EC19E92A8302

Status: Completed

Subject: PSERN Interlocal Agreement

Source Envelope:

Document Pages: 28

Signatures: 8

Envelope Originator:

Certificate Pages: 2

Initials: 0

Debbie Keranova

AutoNav: Enabled

15670 Ne 85th St

Envelopeld Stamping: Enabled

Redmond, WA 98052

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

dkeranova@redmond.gov

IP Address: 73.225.237.79

Record Tracking

Status: Original

Holder: Debbie Keranova

Location: DocuSign

8/21/2020 11:49:53 AM

dkeranova@redmond.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Redmond, WA

Location: DocuSign

Signer Events

Signature

Timestamp

Debbie Keranova

Completed

Sent: 8/21/2020 11:59:10 AM

dkeranova@redmond.gov

Viewed: 8/21/2020 11:59:26 AM

Fiscal Services Manager

Signed: 8/21/2020 12:44:30 PM

City of Redmond

Using IP Address: 73.225.237.79

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files (Director)

DocuSigned by:
Malisa Files (Director)
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Sent: 8/21/2020 12:49:52 PM

mfiles@redmond.gov

Viewed: 8/21/2020 1:54:40 PM

Finance Director

Signed: 8/21/2020 1:55:00 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.152.61.20

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Haney

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Jim Haney
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Sent: 8/21/2020 1:55:04 PM

jhaney@omwlaw.com

Viewed: 8/21/2020 3:35:46 PM

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

Using IP Address: 137.117.8.24

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files

DocuSigned by:
Malisa Files
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Sent: 8/21/2020 3:36:15 PM

RiskContracts@redmond.gov

Viewed: 8/24/2020 8:40:10 AM

Security Level: Email, Account Authentication
(None)

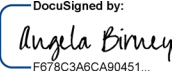
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Signature Adoption: Pre-selected Style

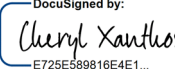
Using IP Address: 204.152.61.20

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Angela Birney abirney@redmond.gov Mayor Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.152.61.20	Sent: 8/24/2020 8:40:31 AM Viewed: 8/24/2020 8:41:08 AM Signed: 8/24/2020 8:42:00 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cheryl Xanthos ClerksContracts@redmond.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.81.166.86	Sent: 8/24/2020 8:42:05 AM Viewed: 8/24/2020 4:47:59 PM Signed: 8/24/2020 5:10:02 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Debbie Keranova dkeranova@redmond.gov Fiscal Services Manager City of Redmond Security Level: Email, Account Authentication (None)	 Using IP Address: 73.225.237.79	Sent: 8/21/2020 12:44:35 PM Viewed: 8/21/2020 12:45:17 PM Completed: 8/21/2020 12:49:51 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/24/2020 8:42:05 AM
Certified Delivered	Security Checked	8/24/2020 4:47:59 PM
Signing Complete	Security Checked	8/24/2020 5:10:02 PM
Completed	Security Checked	8/24/2020 5:10:02 PM

Payment Events	Status	Timestamps
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Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-079
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Brandon Buehler	Acting Deputy Director
Public Works	Paul Cho	TOSE Manager and Traffic Eng.
Public Works	Patty S. Criddle	Transp. Engineering Supervisor

TITLE:

Adoption of an Ordinance Executing the Olympic Pipeline Franchise Agreement

- a. Ordinance No. 3260: An Ordinance of the City of Redmond, Washington, Granting Olympic Pipe Line Company LLC, a Delaware Limited Liability Company, its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Pipeline Facilities, Together with Equipment and Appurtenances Thereto, for the Transportation of Petroleum Products within and Through the Franchise Area of the City of Redmond, Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Public Works recommends Council approve the subject Ordinance to execute a new 10-year franchise with Olympic Pipe Line Company (OPL). The City of Redmond has an existing franchise with OPL that authorizes operation of petroleum pipeline facilities within the City’s rights-of-way. The franchise was originally adopted under Ordinance No. 2289 (2006) and has continued on a year-to-year basis since its expiration in 2016.

The proposed ordinance establishes a new ten-year franchise, effective January 1, 2026, with provisions for renewal for an additional ten-years. Continuing under the expired agreement exposes to the City to outdated insurance, environmental, and cost recovery provisions.

Differences between the 2006 agreement and the new agreement include that the updated franchise:

- Increases the fee the franchisee pays to the City. The fee originally started out at \$12,000 plus annual CPI increases since 2006 and increases to a \$23,000 annual fee in 2026 plus annual CIP increases starting in 2027.
- Strengthens environmental indemnification and increases insurance amounts incurred by franchisee.
 - Franchisee is required to have \$100M commercial general liability, \$50M in pollution liability and a \$5M umbrella insurance.

Attachment B highlights differences between the 2006 and 2026 Franchise Agreements.

Council is being asked to approve updated terms governing an existing pipeline in City right of way-not to approve new

infrastructure.

Similar to the updated Puget Sound Energy franchise agreement, the ordinance itself serves as both the granting instrument and the agreement - no separate contract document will be executed.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for passage of an ordinance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Adoption of the updated franchise ordinance will:

- Replace the expired 2006 ordinance with a current, legally robust franchise framework;
- Ensure clear operational, indemnity, and environmental protections for the City;
- Clarify renewal and termination provisions to prevent future lapses.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A - The franchise governs continued use of existing underground facilities. No new pipeline; no expansion of capacity or footprint; no construction or community impacts anticipated.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/7/2026	Committee of the Whole - Planning and Public Works	Provide Direction
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The current franchise agreement is expired and continues on a year-to-year basis. Continuing under the expired agreement, the City to outdated insurance, environmental, and cost recovery provisions.

ANTICIPATED RESULT IF NOT APPROVED:

If the City does not adopt a new franchise ordinance, OPL will continue operating under the expired 2006 ordinance, which lacks current legal, insurance, and environmental safeguards.

ATTACHMENTS:

Attachment A: Ordinance - Olympic Pipeline Franchise Agreement
Attachment B: 2006 vs 2026 Franchise Comparison



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-079
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Brandon Buehler	Acting Deputy Director
Public Works	Paul Cho	TOSE Manager and Traffic Eng.
Public Works	Patty S. Criddle	Transp. Engineering Supervisor

TITLE:

Adoption of an Ordinance Executing the Olympic Pipeline Franchise Agreement

- a. Ordinance No. 3260: An Ordinance of the City of Redmond, Washington, Granting Olympic Pipe Line Company LLC, a Delaware Limited Liability Company, its Successors and Assigns a Nonexclusive Franchise to Construct, Operate, Maintain, Remove, Replace, and Repair Pipeline Facilities, Together with Equipment and Appurtenances Thereto, for the Transportation of Petroleum Products within and Through the Franchise Area of the City of Redmond, Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Public Works recommends Council approve the subject Ordinance to execute a new 10-year franchise with Olympic Pipe Line Company (OPL). The City of Redmond has an existing franchise with OPL that authorizes operation of petroleum pipeline facilities within the City’s rights-of-way. The franchise was originally adopted under Ordinance No. 2289 (2006) and has continued on a year-to-year basis since its expiration in 2016.

The proposed ordinance establishes a new ten-year franchise, effective January 1, 2026, with provisions for renewal for an additional ten-years. Continuing under the expired agreement exposes to the City to outdated insurance, environmental, and cost recovery provisions.

Differences between the 2006 agreement and the new agreement include that the updated franchise:

- Increases the fee the franchisee pays to the City. The fee originally started out at \$12,000 plus annual CPI increases since 2006 and increases to a \$23,000 annual fee in 2026 plus annual CIP increases starting in 2027.
- Strengthens environmental indemnification and increases insurance amounts incurred by franchisee.
 - Franchisee is required to have \$100M commercial general liability, \$50M in pollution liability and a \$5M umbrella insurance.

Attachment B highlights differences between the 2006 and 2026 Franchise Agreements.

Council is being asked to approve updated terms governing an existing pipeline in City right of way-not to approve new

infrastructure.

Similar to the updated Puget Sound Energy franchise agreement, the ordinance itself serves as both the granting instrument and the agreement - no separate contract document will be executed.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for passage of an ordinance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Adoption of the updated franchise ordinance will:

- Replace the expired 2006 ordinance with a current, legally robust franchise framework;
- Ensure clear operational, indemnity, and environmental protections for the City;
- Clarify renewal and termination provisions to prevent future lapses.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A - The franchise governs continued use of existing underground facilities. No new pipeline; no expansion of capacity or footprint; no construction or community impacts anticipated.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
N/A

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

N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/7/2026	Committee of the Whole - Planning and Public Works	Provide Direction
5/5/2026	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The current franchise agreement is expired and continues on a year-to-year basis. Continuing under the expired agreement, the City to outdated insurance, environmental, and cost recovery provisions.

ANTICIPATED RESULT IF NOT APPROVED:

If the City does not adopt a new franchise ordinance, OPL will continue operating under the expired 2006 ordinance, which lacks current legal, insurance, and environmental safeguards.

ATTACHMENTS:

Attachment A: Ordinance - Olympic Pipeline Franchise Agreement
Attachment B: 2006 vs 2026 Franchise Comparison

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, GRANTING OLYMPIC PIPE LINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS WITHIN AND THROUGH THE FRANCHISE AREA OF THE CITY OF REDMOND, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Olympic Pipe Line Company LLC (hereinafter "Company") entered into a nonexclusive ten (10)-year Franchise Agreement with the City of Redmond (hereinafter "City") effective May 27, 2006, via Ordinance No. 2289, to operate and maintain a petroleum pipeline through certain public rights of way and property within the City; and

WHEREAS, the Franchise Agreement has been automatically renewing on a year-to-year basis upon conclusion of the initial ten (10) year term; and

WHEREAS, that Franchise Agreement will continue to run until December 31, 2025; and

WHEREAS, the City and the Company desire to enter into a new franchise agreement commencing on January 1, 2026; and

WHEREAS, the City Council finds that it is in the public interest to enter into a new nonexclusive franchise agreement with the Company for a ten (10)-year period commencing on January 1, 2026; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant nonexclusive franchises for the use of City rights-of-way, streets, public ways, or other ways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This is a non-code ordinance.

Section 2. Definitions.

For the purposes of this new Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

2.1. Construct or Construction shall mean removing, replacing, and repairing existing pipeline(s) and Facilities and may include, but is not limited to, digging and excavating for the purposes of installing, removing, replacing, and repairing pipeline(s) and Facilities.

2.2. Effective Date shall be as provided in this Franchise, namely January 1, 2026.

2.3. Environmental Laws shall include any valid and applicable federal, state, or local law, statute, code, or ordinance or valid and applicable federal or state administrative rule, regulation, order, decree, or other valid law as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

2.4. Facilities shall mean the Company's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute the Company's Petroleum Product(s), existing as of the effective date of this Franchise or as those components may be modified or improved consistent with the terms of this Franchise.

2.5. Franchise shall mean this Franchise and any amendments, exhibits, or appendices to this Franchise.

2.6. Franchise Area means the Right-of-Way within the jurisdictional boundaries of the City, including any areas annexed by the City (but excluding properties upon which the Company holds a private easement, license, or other property interest for its Facilities) during the term of this Franchise, in which case the annexed area shall become subject to the terms of this Franchise.

2.7. Hazardous Substance or Hazardous Substances means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant, including all substances designated under any federal, state, or local law, statute, code or ordinance or lawful rule, regulation, order, decree, or other law as now or at any time hereafter in effect. The term shall specifically include Petroleum and Petroleum Products. The term shall also be interpreted to include any substance which, after release into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

2.8. Improve or Improvements shall mean modifications to, but not a change in the nature of, the existing pipeline(s) or Facilities as required and necessary for safe operation.

2.9. Maintenance or Maintain shall mean examining, testing, inspecting, repairing, and replacing the existing pipeline and Facilities or any part thereof as required and necessary for safe operation.

2.10. Operate or Operations shall mean the use of the Company's pipeline(s) and/or Facilities for the transportation, distribution and handling of Petroleum or Petroleum Products within and through the Franchise Area.

2.11. Other Ways means the highways, streets or roads not held by the City.

2.12. Petroleum or Petroleum Products shall include, but is not limited to, motor gasoline, diesel fuel, and aviation jet fuel, and shall exclude natural gas.

2.13. Pipeline Corridor shall mean the pipeline pathway through the jurisdictional boundaries of the City in which the pipeline(s) and Facilities of the Company are located, including any Rights-of- Way, Public Ways, Other Ways, and/or easement over and through private property.

2.14. Public Ways shall mean any highway, street, alley, utility easement (unless their use is otherwise restricted for other users), or other public Rights-of-Way for motor vehicle or other use under the jurisdiction and control of the City.

2.15. Rights-of-Way means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority or by others, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the Franchise Area.

Section 3. Purpose.

The City grants this nonexclusive Franchise to Company to construct new Facilities and operate and maintain its Facilities as a liquid petroleum product delivery system for Company's business. This Franchise is granted subject to the police powers, land use authority and franchise authority of the City and is conditioned upon the terms and conditions contained herein and Company's compliance with any applicable federal, state or local regulatory programs that currently exist or may hereafter be enacted by any federal, state or local regulatory agencies with jurisdiction over the Company. The purpose of this Franchise is to delineate the conditions relating to Company's use of the Franchise Area and to create a foundation for the parties to work cooperatively in the public's best interests after this Ordinance becomes effective. By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Company. The Company agrees and covenants, at its sole cost and expense, and within its authority and control, to take all necessary and prudent steps to protect, support and keep safe from harm its pipeline(s) and Facilities, or any part thereof, when necessary to protect the public health and safety.

Furthermore, this Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, under, on, across, over, through, along, or below any Rights-of-Ways, Public Ways, and Other Ways.

This and other franchises shall, in no way, prevent or prohibit the City from using any of its Rights-of-Ways, Public Ways, and Other Ways or affect its jurisdiction over them or any part of them, and the City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacations of same as the City may deem fit, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way, streets, avenues, thoroughfares, and Public Ways, or Other Ways.

Section 4. Rights Conveyed.

4.1. Pursuant to the laws of the State of Washington including, but not limited to, RCW 35A.47.040, the City hereby grants, under the terms and conditions contained herein, to Company the non-exclusive right, privilege, authority and Franchise to construct, operate, maintain and improve its Facilities, together with all equipment and appurtenances as may be necessary thereto,

for the transportation and handling of any Petroleum or Petroleum Products within the Franchise Area.

4.2. This Franchise is only intended to convey a limited right and interest as to that Right-of-Way in which the City has an actual interest. It is not a warranty of title or interest in the City's Rights-of-Way. None of the rights granted herein shall affect the City's jurisdiction over its property, streets, or Rights-of-Way.

4.3. The limited rights and privileges granted under this Franchise shall not convey any right to Company to install any new pipeline(s) and/ or Facilities without the express written consent of the City.

4.4. The Company acknowledges and warrants by acceptance of the rights and privileges granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Company further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and believes that the same are consistent with all local, state and federal laws and regulations currently in effect. If in the

future the Company becomes aware that a provision of this Franchise may be unlawful or invalid, it will not use such potential invalidity to unilaterally ignore or avoid such provision. Instead, the Company will promptly advise the City of the potential invalidity or illegality, and the parties will meet within thirty (30) days and endeavor jointly to cure the invalidity or illegality.

Section 5. Term.

5.1. Each of the provisions of this Franchise shall become effective upon Company's acceptance of the terms and conditions of this Franchise and shall remain in effect for ten (10) years commencing on January 1, 2026. At any time not more than three (3) years nor less than one hundred eighty (180) days before the expiration of the initial Franchise term, the Company may make a written request and the City may consider, at its sole discretion, renewing this Franchise for an additional ten (10) year renewal period. If both parties express their intention in writing to renew this Franchise at the conclusion of the initial ten (10) year term, then this Franchise shall be renewed for an additional ten (10) years.

Either party may terminate this Franchise at the conclusion of the initial ten (10) year term or at the conclusion

of any one (1) year extension by giving at least thirty (30) days prior written notice to the other party.

5.2. If the parties fail to formally renew or terminate the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall be extended on a year-to-year basis until a renewed Franchise is executed or until one Party terminates the Franchise.

Section 6. Assignment and Transfer of Franchise.

6.1. This Franchise and the Facilities shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, nor shall title thereto, either legal or equitable, pass or vest in any person or entity without the prior written consent of the City Council, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

6.2. If such consent is given by the City, then the Company shall, within thirty (30) days, file with the City a written instrument evidencing such sale, assignment or transfer of

ownership, whereby the assignee(s) or transferee(s) shall agree to accept and be bound by all of the provisions of this Franchise.

6.3. Any transfer or assignment of this Franchise by the Company without the prior written consent of the City shall be void.

Section 7. Compliance with Laws.

The Company shall, in carrying out any authorized activities under the privileges granted herein, comply with all valid and applicable local, state and federal laws, including, but not limited to, pipeline laws, environmental laws, and any laws or regulations that may be subsequently enacted by any governmental entity with jurisdiction over Company or the Facilities.

Section 8. Construction on or within Rights-of-Way, Public Ways, and Other Ways.

8.1. All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, by means that, to the extent practicable, minimize interference with the free passage of pedestrian or vehicular traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. The Company will post and maintain proper barricades, flags, flaggers, lights,

flares, safety devices, and other measures as required by law. If any work by the Company on Facilities within the Franchise Area impairs the lateral support of the Rights-of-Way or adjacent properties, the Company will take such action as is reasonably necessary to restore and maintain the lateral support of the Rights-of-Way or such adjacent properties.

8.2. Except in the event of an emergency, Company shall first obtain at its expense all required permits from the City to perform maintenance or construction work on Company's Facilities within the Franchise Area. The permit application shall contain detailed plans and specifications showing the position, depth and location of all such Facilities in relation to existing Rights-of-Ways, Public Ways, and Other Ways, or other City property, hereinafter collectively referred to as the "Plans." The Plans shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures and facilities, erection of permanent structures and facilities, traffic control, traffic turnouts and road obstructions, and all other necessary information. The Company shall file as-built plans and, when available, maps in GIS format with the City showing the final location of the Facilities. Such work shall only commence upon the

issuance of required permits and payment of the associated fees, which permits shall not be unreasonably withheld or delayed after submission of a complete application and fees. Except in the event of an emergency, the Company shall provide the City with at least seventy-two (72) hours written notice prior to any construction or maintenance of the Company's Facilities within the Franchise Area.

Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of the Company's plans and designs or to ascertain whether the Company's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by the City.

8.3. In the event of an emergency requiring immediate action by the Company for the protection of the pipeline(s) or Facilities, the City's property or the property, life, health or safety of any individual, the Company may take action immediately to correct the dangerous condition without first obtaining any required permit so long as: (1) the Company notifies the City's Fire Department through the dispatch system of the emergency; and (2) the Company informs the City permitting authority of the nature, location, and extent of the emergency, and the work to be

performed, prior to commencing the work if such notification is practical, or where such prior notification is not practical, the Company shall notify the City permitting authority on the next business day; and (3) such permit is obtained by the Company as soon as practicable following cessation of the emergency.

8.4. Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, as a condition precedent to the issuance of any permits by the City, the Company shall, upon the request of the City, furnish a bond executed by the Company and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City as sufficient to ensure performance of the Company's obligations under this Franchise. The bond shall be conditioned so that the Company shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this Franchise, and repair or replace any defective work or materials discovered in the City's road, streets, or property.

8.5. All work done hereunder by Company or upon Company's direction or on Company's behalf, including any work performed by contractors or subcontractors, shall be undertaken and completed in a workmanlike manner and in accordance with the

descriptions, plans and specifications provided to the City. The Company's activities (including work done at the direction of the Company, or by its contractors or subcontractors) shall be conducted in such a manner as to avoid damage or interference with other utilities, drains or other structures, and not unreasonably interfere with public travel, park uses or other municipal uses, and the free use of adjoining property and so as to provide safety for persons and property. The Company's construction and maintenance shall be in compliance with all valid and applicable laws and regulations and specifications of governmental agencies with jurisdiction.

The Company's contractors and subcontractors performing work on behalf of the Company within the Franchise Area shall be licensed and bonded as required by law. Such work by the Company's contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company and shall be performed in compliance with the Franchise and law. As between the Parties and for purposes in this Franchise, the Company shall be responsible for all such work performed on the Company's behalf by its contractors and subcontractors within the Franchise Area.

8.6. In case of damage caused by the Company, its agents or employees or by the Facilities of the Company to Rights-of-Way, Public Ways, or Other Ways, the Company agrees to repair the damage at its own cost and expense. The Company shall, upon discovery of any such damage, immediately notify the City. The City will inspect the damage and set a time limit for completion of the repair. If the City discovers damage caused by the Company in the Franchise Area, the City shall give the Company notice of the damage and set a time limit in which the Company must repair the damage. In the event the Company does not make the repair as required in this Section, the City may repair the damage at the Company's expense.

8.7. The Company shall place and maintain line markers pursuant to federal regulations within and along the Pipeline Corridor. Additionally, Company agrees to continue its voluntary practice of placing continuous markers underground, when and where appropriate, indicating the pipeline's location each time Company digs to the pipeline, or such other "industry best practices" as may from time to time be developed as a method of alerting excavators of the presence of the pipeline.

8.8. The Company shall continuously be a member of the State of Washington one number locator service under RCW 19.122,

or its approved equivalent, and shall comply with all such applicable rules and regulations.

8.9. The Company's Facilities shall be located and maintained within the Franchise Area so as not to interfere with the reasonable ingress or egress to the properties abutting the Franchise Area.

8.10. The Company shall, after the installation, construction, relocation, maintenance, removal or repair of any of the Company's Facilities within the Franchise Area or any damage, restore the surface of the Franchise Area, adjacent properties and any other property which may be disturbed or damaged by such work, to at least the same condition as it was immediately in prior to any such work. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions of applicable City codes, ordinances, regulations, laws, standards and procedures, as now exist or as may be hereafter amended or superseded.

8.11. The Company will post an appropriate performance bond in advance, as determined by the City, to ensure satisfactory restoration of the Franchise Area following the completion of the Company's work therein. The Company shall also provide

construction bonds as required or requested by the City covering faithful performance of the work in the amount of one hundred twenty-five percent (125%) of the cost of construction. The Company shall pay all premiums or costs associated with maintaining the bond(s) and shall keep the same in full force and effect until construction and restoration are completed to the satisfaction of the City.

8.12. All survey monuments which are disturbed or displaced by the Company in its performance of any work under this Franchise shall be referenced and restored by the Company, as per Chapter 332-120 WAC, as from time to time amended, and all pertinent federal, state and local standards and specifications.

8.13. The Company and City shall each exercise best efforts to coordinate any construction work that either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and utilities within the Franchise Area informed of its intent to undertake such construction work. The Company and City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by the other within the Franchise Area.

8.14. The Company will have the right to cut, clear, prune and remove vegetation encroaching on, overhanging, or growing into Facilities within the Rights-of-Way so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The Company shall use a certified arborist that has the requisite professional certifications in the reasonable opinion of the City and the Company and its arborist shall meet industry approved arborist standards. The exercise of such right will be subject to the City's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. The Company's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. The Company will be responsible for all debris removal from such activities.

Section 9. Abandonment and Removal of Facilities.

9.1. The Company shall notify the City of any abandoned Facilities or cessation of use of any of its Facilities within thirty (30) days after such abandonment or cessation of use.

9.2. In the event of abandonment or Company's permanent cessation of use of its Facilities, or any portion thereof within the Franchise Area, the Company shall, within one hundred eighty (180) days after the abandonment or permanent cessation of use,

remove the Facilities at the Company's sole cost and expense. Provided that, notwithstanding the foregoing, in the City's sole discretion and with the City's prior written consent, the Company may, at Company's sole cost and expense, secure the underground Facilities in such a manner as to cause them to be as safe as is reasonably possible, by removing all Petroleum Products, purging vapors, displacing the contents of the line with an appropriate inert material and sealing the pipe ends with a suitable end closure, all in compliance with valid and applicable regulations, and abandon them in place, provided that portions of the Facilities which are aboveground shall be removed at Company's sole cost and expense. The Company shall be responsible for any environmental review required by law for the abandonment of any pipeline(s) or Facilities and the payment of any costs of such environmental review.

9.3. In the event of the removal of all or a portion of the Facilities, Company shall restore the Franchise Area as nearly as possible to a condition that existed prior to installation of Company's Facilities. Such property restoration work shall be done at Company's sole cost and expense and to the City's reasonable satisfaction. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions

of applicable City codes, ordinances, regulations, laws, standards and procedures, as now exist or as may be hereafter amended or superseded. If Company fails to remove or secure the Facilities and fails to restore the premises or take such other mutually agreed upon action, the City may, after reasonable notice to Company, remove the Facilities, restore the premises or take such other action as is reasonably necessary at Company's expense and the City shall not be liable therefor.

This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed. The City shall not charge the Company franchise fees for pipelines or pipeline segments abandoned or removed in compliance with this Section. However, the City's consent to the abandonment of Facilities in place shall not relieve the Company of the obligation and costs to remove, alter or re-secure such Facilities in the future in the event it is reasonably determined, as adjudged in the sole discretion of the City, that removal, alteration or re-securing the facilities is necessary or advisable for the health, safety, necessity or convenience of the public, in which case the Company shall perform such work at no cost to the City.

Section 10. Operations and Maintenance - Inspection and Testing.

10.1. The Company shall operate and maintain its Facilities in full compliance with the applicable provisions of Title 49, Code of Federal Regulations, Part 195, and Chapter 480-75 WAC, as now enacted or hereafter amended, all environmental laws, and any other current or future laws or regulations that are applicable to Company's Facilities, enacted by any governmental entity with jurisdiction over Company or Company's Facilities.

10.2. The City shall use reasonable efforts to inform all excavators subject to a City grading or right-of-way permit working within one hundred (100) feet of the Company's Facilities of their responsibility to notify the Company at least forty-eight (48) hours prior to the start of any work and to ensure compliance with the requirements of the State of Washington one-number locator services law (Chapter 19.122 RCW). If the Company becomes aware that a third party conducts any excavation or other significant work that may affect the Facilities, the Company shall conduct such inspections and testing as are necessary to determine that no direct or indirect damage was done to the Facilities and that the work did not abnormally load the Company's Facilities or impair the effectiveness of the Company's cathodic protection system.

Upon written request, the Company shall report to the City its inspection and findings in person.

10.3. At the City's request, the Company shall provide, at its sole cost and expense, a briefing by qualified testing experts to explain the inspection results and Company's proposed corrective action(s). Said qualified testing experts may be employees or representatives of the Company.

Section 11. Undergrounding.

11.1. The Company shall maintain a written program to prevent damage to its Facilities from excavation activities, as required by applicable state and federal guidelines.

11.2. The Company and City shall comply with applicable and valid federal, state and local requirements regarding underground utilities, including Chapter 19.122 RCW (one-number locator services).

11.3. The Company shall regularly inspect the surface conditions on or adjacent to the Pipeline Corridor, as required by applicable state and federal regulations.

Section 12. Leaks, Spills and Emergency Response.

12.1. The Company shall have in place, at all times during the term of this Franchise, a system for remotely monitoring pressures and flows across the Franchise Area. The remote monitoring must be able to accurately detect pipeline ruptures.

12.2. The Company warrants that it will adhere to the Comprehensive Emergency Management Plan that is in compliance with the applicable requirements of local, State, and federal agencies with jurisdiction. Upon written request by either party, the parties agree to meet periodically to review the Comprehensive Emergency Management Plan and procedures.

The Company's emergency plans and procedures shall designate the Company's responsible local emergency officials and a direct 24-hour emergency contact number for the control center operator. The Company shall, after being notified of an emergency, cooperate with the City and make every effort to respond as soon as possible to protect the public's health, safety and welfare.

12.3. The Company shall cooperate with the City and respond to protect public health and safety in the event of a pipeline emergency. The Company warrants that it will at all times have available, on the regional level, sufficient emergency

response equipment and materials to immediately and fully respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Company's pipeline(s) or Facilities and that Company shall be solely responsible for all necessary costs incurred by any agency in responding appropriately to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Company's pipeline(s) or Facilities, including, but not limited to, detection and removal of any contaminants from earth or water, all remediation costs, equipment replacement, and staffing costs, except for any spill, leak, or other release that results from the sole negligence or willful misconduct of the City or its contractors. Any costs that are the responsibility of the Company shall be considered extraordinary costs, shall not be borne by the City and shall not be considered administrative expenses of the City. Nothing in this Section shall be construed as limiting the Company's right to seek recovery from third parties.

12.4. Leaks, spills, ruptures and other emergencies shall be investigated and reported as required by applicable federal, state and local regulations and the City shall be notified promptly.

12.5. The Company shall be solely responsible for all necessary costs incurred by the City, County, special district or state agencies in responding to any rupture, spill, or leak from the Company's pipeline(s) or Facilities, including, but not limited to, detection and removal of any contaminants from the air, earth or water, and all actual remediation costs unless arising from the negligent acts or omissions, or intentional misconduct of the City. This Section shall not limit the Company's or City's rights or causes of action against any third party or parties who may be responsible for a leak, spill or other release of hazardous liquid from the Company's pipeline, including such third party's insurers.

Section 13. Required Relocation of Facilities.

13.1. In the event that the City undertakes or approves the construction of, or changes to the grade or location of, any water, sewer or storm drainage line, street, sidewalk or any other Improvement Project and the City determines that the Improvement Project reasonably requires changes to or the relocation of Company's Facilities, then Company shall make such changes or relocations as required herein at Company's sole cost, expense and risk.

13.2. The City shall provide the Company reasonable written notice of any Improvement Project in the interest of public health, safety, welfare, necessity or convenience that requires changes to or the relocation of Company's Facilities. The City will endeavor, where practical, to provide the Company with at least one hundred twenty (120) days prior written notice, or such additional time as may reasonably be required, of such Improvement Project. However, nothing in this Section shall be construed as to relieve Company of its duty and obligation to relocate its Facilities to accommodate any Improvement Project undertaken by the City after written notice of any Improvement Project.

13.3. The City shall further provide the Company with copies of pertinent portions of the final plans and specifications for such Improvement Project so that the Company may make the required changes to or relocate its facilities to accommodate such Improvement Project.

13.4. The Company may, after receipt of written notice requiring changes to or relocation of its Facilities, submit to the City within sixty (60) days, written alternatives to such relocation. The City shall evaluate such alternatives and advise the Company in writing if one or more of the alternatives are suitable to accommodate the Improvement Project that would

otherwise necessitate changes to or relocation of the Facilities. If so requested by the City, the Company shall submit additional information to assist the City in making such evaluation, including actual field verification of the location(s) of the Company's underground Facilities within the Improvement Project area by excavating (e.g., pot holing), at no expense to the City. The City shall give each alternative proposed by the Company full and fair consideration but retains sole discretion to decide whether to utilize its original plan or an alternative proposed by the Company.

13.5. If any portion of the Company's Facilities that has been required by the City to be relocated under the provisions of this Section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the entire cost of the subsequent relocation.

13.6. The Company shall not be required to relocate its Facilities at its expense for the benefit of private developers or third-party projects. However, in the event the City reasonably determines and notifies the Company that the primary purpose for requiring such changes to or relocation of the Company's Facilities in connection therewith is to cause or facilitate the construction of an Improvement Project or other similar plan, then the Company

shall change or otherwise relocate its Facilities at Company's sole cost, expense and risk.

13.7. The City shall work cooperatively with the Company in determining a viable and practical route within which the Company may relocate its Facilities in order to minimize costs while meeting the City's project timelines and objectives. The City's requirements with regard to the required changes or relocation (i.e., depth of cover, distance from other utilities, etc.) must not be unreasonable and must be consistent with applicable federal and state requirements. However, nothing in this Section shall be construed as to limit the City's police power, land use authority, franchise authority or the City's authority to regulate the time, place and manner of Company's use of the Rights-of-Way, Public Ways and Other Ways.

13.8. Upon receipt of the City's notice, plans and specifications, the Company shall take all necessary and prudent measures to complete relocation of such Facilities so as to accommodate the Improvement Project at least ten (10) calendar days prior to commencement of the Improvement Project or such other time as the parties may agree in writing.

13.9. The City shall take reasonable steps to cooperate with the Company on any effort by the Company to apply for and obtain any local, state or federal funds that may be available for the relocation of the Company's Facilities, provided, however, that the Company's application for any such funds shall not delay the City Improvement Project. To the extent such funds are made available, the Company may apply funds towards the costs incurred to relocate the Company's Facilities.

Section 14. Violations, Remedies and Termination.

14.1. The Company shall be in compliance with the terms and provisions of this Franchise at all times. The City reserves the right to apply any of the following remedies, alone or in combination, in the event Company violates any provision of this Franchise. The remedies provided for in this Franchise are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or in equity.

14.2. The City may terminate this Franchise if the Company breaches or otherwise fails to perform, comply with or otherwise observe any of the material terms or provisions of this Franchise, and fails to cure or make reasonable effort to cure such breach within thirty (30) calendar days of receipt of written

notice thereof, or, if not reasonably curable within thirty (30) calendar days, within such other reasonable period of time as the parties may agree upon.

14.3. If the Company's right to operate its Facilities within the Franchise Area is ultimately terminated, the Company shall comply with the terms of this Franchise regarding removal, abandonment and restoration of the Right-of-Way and with all directives of applicable federal and state agencies with jurisdiction.

Section 15. Dispute Resolution.

15.1. In the event of a dispute (other than a material breach under Section 14 above) between the City and the Company arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the representatives designated by the City and the Company to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either party's request for said meeting, and the parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

15.2. In the event that the parties are unable to resolve the dispute under the procedure set forth in Subsection 15.1, then

the parties hereby agree that the matter shall be referred to mediation. The parties shall endeavor to select a mediator acceptable to both sides. If the parties cannot reach agreement, then each party shall secure the services of a mediator, who will in turn work together to mutually agree upon a third mediator to assist the parties in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

15.3. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies, provided that, if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees, expenses and costs incurred in the judicial action.

15.4. Subject to state and federal regulation, the Company shall be permitted to continuously operate its Facilities during dispute resolution.

Section 16. Indemnification.

16.1. General Indemnification. The Company shall indemnify, defend and hold harmless the City, its City Council, agents, officers or employees from and against any and all liability, loss, damage, cost, expense, and any claim whatsoever,

including reasonable attorneys' and experts' fees incurred by the City in the defense thereof, whether at law or in equity, arising out of or related to, directly or indirectly, the construction, operation, use, location, testing, repair, maintenance, removal or abandonment of the Company's Facilities, or from the existence of the Company's pipeline and other appurtenant facilities, and of the products contained in, transferred through, released or escaped from said pipeline and appurtenant facilities, from any and all causes whatsoever, except the City's sole negligence. If any action or proceeding is brought against the City by reason of the pipeline or its appurtenant facilities, the Company shall defend the City at the Company's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by the City, which approval shall not be unreasonably withheld.

16.2. Environmental Indemnification. The Company shall also indemnify, defend and hold harmless the City, its City Council, agents, officers or employees, from and against any and all liability, loss, damage, cost, expense, and any claim whatsoever, including reasonable attorneys' and experts' fees incurred by the City in the defense thereof, whether at law or in equity, caused by, directly or indirectly: (a) the Company's

violation of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the Facilities. This indemnity includes, but is not limited to: (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, death, property damage, or economic loss arising under any statutory or common-law theory.

16.3. The Company agrees that its obligations under this Section 16 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Company, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW Title 51.

Section 17. Insurance.

17.1. The Company shall procure and maintain for the duration of the Franchise and any renewal term and three (3) years

thereafter, insurance, or provide self-insurance, against all claims for death and injuries to persons and damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Company, its agents, representatives or employees or any omissions by any of them hereunder. The Company shall provide an insurance certificate, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, consultants and volunteers as additional insureds (except Worker's Compensation coverage required by section 17.1 C.), to the City upon the Company's acceptance of this Franchise, and such insurance certificates as applicable shall evidence the following minimum coverages:

- A. Commercial general liability insurance including coverage for premises-operations, explosions and collapse hazard, underground hazard and products completed hazard, with limits not less than \$100,000,000 per occurrence and in the aggregate for bodily injury or death to each person; and in the aggregate for property damage resulting from any one accident; and in the aggregate for general liability;
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Worker's compensation within statutory limits;
- D. Employer's liability insurance with limits of not less than \$2,000,000;

- E. Pollution Legal Liability, to be in effect throughout the ten (10) year term of this Franchise and any renewal term thereafter with a limit not less than \$50,000,000 per occurrence and in the aggregate to the extent such coverage is available in the marketplace; and
- F. Excess umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate.

17.2. If coverage is purchased on a "claims made" basis, then the Company warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of revocation, expiration or termination of this Franchise or conversion from a "claims made" form to an "occurrence" coverage form.

17.3. Any deductibles shall be the sole responsibility of the Company. The insurance certificates required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the aggregate limits of the insurer's liability.

17.4. The Company's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents,

and volunteers shall be in excess of the Company's insurance and shall not contribute with it.

17.5. In addition to the coverage requirements set forth in this Section and as commercially available, the certificates of insurance shall provide that:

The above-described policies will not be canceled before the expiration date thereof, without the issuing company giving thirty (30) days written notice to the certificate holder.

In the event of modification, cancellation or a decision not to renew, the Company shall obtain and furnish to the City evidence of self-insurance or replacement insurance policies meeting the requirements of this Section before the cancellation date.

17.6. The certificates and endorsements shall be signed by a person authorized by the insurer and must be received and approved by the City prior to the commencement of any work.

17.7. The Company's insurance policies shall contain a waiver of subrogation and waiver of any right of recovery against the City, its officers, officials, employees and agents.

17.8. The indemnity and insurance provisions herein under Sections 16 and 17 shall survive the expiration, termination or

revocation of this Franchise and shall continue for as long as the Company's Facilities shall remain in, under, above or on the Franchise Area.

Section 18. Franchise Fees and Administrative Costs.

18.1. In consideration for granting this Franchise and for use of the Franchise Area, there is hereby established an initial Annual Fee of \$23,000.00 (Twenty-Three Thousand Dollars), intended to cover the City's reasonable costs related to administering the Franchise and its attendant oversight of the Franchise Area. Each year's annual fee will cover the upcoming twelve (12) month period.

18.2. The Annual Fee shall increase after the first year of the term of this Franchise and all following years by the increase in the prior years' Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue area (the Annual CPI-U). The Annual CPI-U is published by the U.S. Bureau of Labor Statistics on or after January 15th of each year. The increase in the annual fee will be determined by multiplying the prior year's annual fee by the Annual CPI-U and rounding that product to the next whole \$10 (Ten Dollars).

18.3. The annual fee payment shall be due thirty (30) days after receipt of a City-provided invoice. The invoice will document the prior year's annual fee amount, published Annual CPI-U, the calculated annual fee increase, a record of receipt of the prior payment made, and balance due. Interest shall accrue on any late payment at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable penalties for late payment. Any partial payment shall first be applied to any penalties, then interest, and then to principal.

18.4. The Company agrees to pay a fee or a charge so that the City recovers its actual, reasonable administrative expenses directly related to this Franchise. Nothing herein shall preclude the City from also charging administrative fees or recovering administrative costs incurred by the City in the approval of permits or in the reasonable supervision, inspection or examination of all work by the Company in the Franchise Area to ensure compliance with the terms of this Franchise and the applicable permits, as required by the applicable provisions of the Municipal Code.

18.5. The foregoing annual fee and administrative expenses do not include any generally applicable taxes that the

City may legally levy. The Company shall also bear the cost of publication of this Franchise.

Section 19. "AS-IS" "WHERE IS" Condition.

19.1. The Company accepts the Franchise Area in an "As Is" "Where Is" condition, with any and all patent and latent defects, and is not relying on any representations or warranties, express or implied, of any kind whatsoever from the City. The Company agrees that the City has never made any guarantees as to the suitability, security or safety of the location of the Company's Facilities or the Facilities themselves or possible hazards or dangers arising from other uses or users of the Rights-of Way, Public Ways and Other Ways or other property including by the City, the general public or utilities. As between the City and the Company, the Company shall remain solely and separately liable for the function, testing, maintenance, operation, replacement and repair of the Facilities or other activities permitted hereunder.

19.2. This Franchise Ordinance shall not create any duty of the City or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, employees or agents in the exercise of the powers reserved herein. Further, this Ordinance is not intended to acknowledge, create, imply or expand any duty or

liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City hereunder shall be deemed a duty to the general public and not to any specific party, group or entity.

Section 20. Receivership and Foreclosure.

20.1. The Company shall immediately notify the City in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting to the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affecting the Franchise Area.

20.2. Upon the foreclosure or other judicial sale of all or a substantial part of the Company's business operations, pipeline(s) or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all or a substantial

part of the pipeline(s) or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of the Company's rights or ability to operate the pipeline(s) or Facilities within or affecting the Franchise Area, the Company shall notify the City of such fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this Franchise governing the consent of the City to such change in control of the Company shall apply.

20.3. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly

approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Company except where expressly prohibited by Washington law.

Section 21. Company's Acceptance.

The City may void this Franchise Ordinance if the Company fails to file its unconditional written acceptance of this Franchise within sixty (60) calendar days from the final passage of same by the City Council. The Company shall file its unconditional written acceptance with the City Clerk of the City of Redmond.

Section 22. Notice.

22.1. All notices, demands, requests, consents and approvals which may, or are required to be, given by any party to the other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

City:

City of Redmond
15670 NE 85th Street

Redmond, WA 98052
Attn: Public Works Director

With a copy to:
City of Redmond
15670 NE 85th Street
Redmond, WA 98052
Attn: Chief Operating Officer

Company:
Olympic Pipe Line Company LLC
Attn: President & Right of Way Dept.
2319 Lind Avenue S.W.
Renton, Washington 98057

With a copy to:
Michael Fandel
Miller Nash LLP
605 5th Avenue S, Suite 900
Seattle, WA 98104

or to such other address as the foregoing parties hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document shall be the same as delivery of an original document.

22.2. To ensure effective cooperation, the Company and the City shall each designate a representative responsible for communications between the Parties.

Section 23. Miscellaneous.

23.1. No provision of this Franchise shall be deemed to bar the right of the City or the Company to seek judicial relief

from a violation of any provision of the Franchise, to recover monetary damages for such violations from the other party, or to seek enforcement of the other party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity.

23.2. This Franchise will be governed by, subject to and construed under the laws of the State of Washington, Federal law and local law.

23.3. Any action relating to this Franchise shall be brought in King County Superior Court or, in the case of a federal action, the United States District Court for the Western District of Washington in Seattle.

23.4. As of the Effective Date, this Franchise shall supersede the prior Franchise Ordinance No. 2289 previously granted to the Company by the City. Termination of the prior franchise shall not, however, relieve the parties from any obligations which accrued under said franchise prior to its termination, including, but not limited to, any outstanding indemnity, insurance, reimbursement or administrative fee payment obligations.

23.5. This Franchise may be amended only by a written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed by their duly authorized representatives.

23.6. Subject to the provisions of Subsection 23.5, this Franchise constitutes the entire agreement between the parties with respect to the subject matter of this Franchise, and supersedes all prior agreements and understandings, oral and written, between the parties, with respect to the same.

23.7. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

23.8. Failure of a party to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy or any other right or remedy and shall not prevent the party from pursuing such right or remedy or any other right or remedy at any future time.

23.9. In the event that the City or Company is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of that party,

then performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence, the affected party shall promptly perform the affected party's obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to the other party.

23.10. The Section and subsection headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section or subsection to which they pertain.

23.11. By entering into this Franchise, the parties expressly do not intend to create any obligation or liability or promise any performance to any third party, nor have the parties created for any third party any right to enforce this Franchise.

23.12. This Franchise and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective permitted successors and assigns.

23.13. In addition to the indemnification and insurance provisions, the removal, relocation and restoration obligations of the Company and any other pertinent provisions of this Franchise, which by their nature necessarily need to survive the revocation,

termination or expiration of this Franchise, shall do so as long as the Company has Facilities in the Franchise Area.

23.14. In the event of a conflict between this Franchise and the Municipal Code, the provisions which most favor the City shall control.

Section 24. 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 25. Effective date. This ordinance shall become effective 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 _____, 2026.

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.

UNCONDITIONAL ACCEPTANCE BY OLYMPIC PIPE LINE COMPANY LLC:

I, the undersigned officer of Olympic Pipe Line Company LLC, am authorized to bind Olympic Pipe Line Company LLC and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by Olympic Pipe Line Company LLC this ____ day of _____, 2026.

OLYMPIC PIPE LINE COMPANY LLC

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this ____ day of _____, 202__.

Print Name: _____
Notary Public in and for the State of
Washington
Residing at _____
My commission expires _____

Received on behalf of the City this ____ day of _____, 202__.

Print Name: _____
Title: _____

Attachment B: Redmond - Olympic Pipe Line Franchise Comparison Matrix dated 3-06-2026

Proposed 2026 Ordinance No. XXXX vs. 2006 Ordinance No. 2289

The proposed 2026 ordinance modernizes the 2006 franchise by strengthening environmental, financial, and legal protections, standardizing insurance and fee structures, and ensuring clear renewal and compliance mechanisms.

Section / Category	Proposed 2026 Franchise Ordinance	2006 Franchise Ordinance No. 2289
General Provisions		
§ 2 Definitions	Non-code ordinance. Expanded and clarified terms to align with pipeline and ROW management standards (<i>Franchise Area, Pipeline Corridor, Hazardous Substance, etc.</i>).	Non-code ordinance. Contained fewer definitions and complex Federal citations.
§3 Purpose and Scope	Confirms City's police power; grants a nonexclusive franchise for continued operation; protect public health and safety.	Authorized use of ROW for liquid petroleum transport; City consent required for new facilities but less explicit.
§§ 4 – 7 Rights Conveyed / Term / Assignment / Compliance	Ten-year term with mutual ten-year renewal or year-to-year extension; assignment requires City Council approval by ordinance / resolution; compliance with laws.	Ten-year term; Ten-year renewal at City's discretion; now operating year-to-year since 2016. Assignment approval required from City Council.
Operational & Construction Standards		
§ 8 Construction & Permitting	Requires detailed permit applications, 72-hour notice, GIS maps, and bonding of 125% of construction costs; defines emergency work protocol.	General permit requirement; no bond amount specified.
§ 9 Abandonment / Removal	Notice to City within 30 days of abandonment; removal within 180 days unless secured in place with City approval.	Notice within 60 days; removal within 180 days.
§ 10 Operations & Maintenance	Must comply with 49 CFR Part 195 and Chapter 480-75 WAC; City may request inspection briefings at Company's cost.	General maintenance in compliance with laws and regulations.
§ 11 Undergrounding / Surface Conditions	Requires a written program to prevent damage from excavation of Company's Facilities and regular inspection of surface conditions on pipeline corridor.	Not addressed as a standalone section.
§ 12 Leaks, Spills & Emergency Response	Adhere to Comprehensive Emergency Management Plan, 24-hour emergency contact, and Company responsibility for all response and remediation costs, except for the sole negligence or willful misconduct of the City.	Spill-emergency response at the County level.
§ 13 Relocation of Facilities	Relocation at Company's cost for City Improvement Projects; if relocated again within 5 years, City pays; detailed coordination steps provided.	Required relocation for City projects.

Section / Category	Proposed 2026 Franchise Ordinance	2006 Franchise Ordinance No. 2289
Legal Protections & Remedies		
§§ 14 – 15 Violations / Dispute Resolution	Remedies are cumulative; notice and right to cure; dispute resolution process.	Enforcement and disputes including escalation.
§§ 16 – 17 Indemnification / Insurance	Expansive indemnification language along with environmental indemnification and RCW Title 51 waiver; requires \$100M CGL, \$50M pollution liability, \$5M umbrella, and other coverages; City named additional insured.	\$100M CGL plus auto/employer's liability (\$2M); no pollution coverage; no RCW 51 waiver.
§ 18 Franchise Fees & Costs	\$23,000 base annual fee + CPI annual increase (2027 onward).	\$12,000 initial base fee + annual CPI increase (Seattle-Everett area).
§ 19 "As-Is / Where-Is" Condition	Company accepts ROW "as is" "where is"; City provides no warranty; reaffirms City disclaimers.	Similar language but less explicit.
§ 20 Receivership / Foreclosure	Adds notice and City termination rights in bankruptcy or receivership events.	Bankruptcy not explicitly addressed.
§§ 21 – 23 Acceptance / Notices / Miscellaneous	Acceptance required within 60 calendar days; formalizes notice addresses and representatives; adds governing law (WA), venue (King County Superior Court / U.S. District Court- Seattle), and mutual force majeure clause.	30-day acceptance; no specified venue; force majeure applies only to the Company.
§§ 24 – 25 Severability / Effective Date	Standard severability clause; effective January 1, 2026, five days after the date of publication.	Standard clause; effective May 27, 2006.



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-080
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
Police	Darrell Lowe	425-556-2529
Fire	Adrian Sheppard	425-556-2200
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Kristen Raftis	World Cup Planning Program Manager
Public Works	Brandon Buehler	Deputy Director
Executive	Kelly Schutz	Communications Manager
Executive	Zach Houvener	Deputy Director
Police	Brian Coats	Deputy Chief
Fire	Ameé Virelle	Deputy Chief
Fire	Nathan Hupp	Emergency Manager

TITLE:
World Cup Planning Update: All Programs and Activities

OVERVIEW STATEMENT:
The staff report on May 19, 2026, will provide an update on planning efforts in preparation for the 2026 World Cup with updates from each of our subgroups.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Redmond 2050 Comprehensive Plan
 - 2024 Economic Development Strategic Plan
 - 2024 Tourism Development Strategic Plan
 - 2023 Comprehensive Emergency Management Plan

- **Required:**
N/A

- **Council Request:**
N/A

- **Other Key Facts:**

Seattle was selected to host six matches from the FIFA World Cup 26, including USA's second group fixture and two knockout games. These matches take place from June 15 to July 6. Hosting the event is anticipated to leverage more than \$100 million in economic activity. A projected 750,000 visitors will be in the Seattle region to soak up the event atmosphere, with the over 4 billion global viewers who watch the World Cup. With a new transformational transportation system, Redmond should be ready to leverage this opportunity to welcome the World and highlight the City through visitation and global broadcast.

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- Legacy Coalition Building for District Development and Branding
- Foster Community Pride and Connection
- Safe and Enjoyable Experience for the Redmond Community

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 - Possible drop off location include: H-Mart property Marymoor Park
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Infrastructure

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Mobile Barriers: Public Works purchased a fleet of mobile barriers that will be available for use during community events and block parties should the need arise to provide pedestrian safety and security during World Cup celebrations.

Operations and Logistics

Parks/Public Works Department

- Legacy sign installation
- 5/7 concrete letters are complete (install planned for May).
- Summer event tracker
- Volunteer Fair
- All 3/3 New Pedestrian Scrambles Installed at CLE/164, CLE/LEARY, CLE/161.

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- Redlink launched with over 2000+ riders in the first eight weeks of operations
- Banners (100+) around the city main streets

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Soccer Stories are live, and we continue to invite Redmond residents and community members to submit their own personal accounts about how soccer and Redmond have shaped them. Stories are shared in written format on redmond.gov, with select stories shared via the City's social accounts.

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Thanks to generous funding by Amazon, a portable screen has been delivered for use at Redmond Town Center. Redmond Town Center and City staff were trained on screen operations, and it was used for Old Firehouse celebration on April 4.

Short Term Rentals

On December 2, 2025, the Council updated Short Short-Term Rental Code, and since staff has implemented and educated the public on these regulations, including two webinars in partnership with Airbnb to inform current and

interested operators [Short-Term Rentals | Redmond, WA <https://www.redmond.gov/2301/Short-Term-Rentals>](https://www.redmond.gov/2301/Short-Term-Rentals)

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As part of celebrating the World Cup’s impact in the region, the City of Redmond will create a legacy installation in Downtown Park. Led by the Parks Department, the project will add oversized REDMOND letters as a permanent park feature and new point of interest for visitors and residents alike, giving a community rallying point and building lasting city pride. There will be a legacy sign reveal event on June 12th.

Meet me at Marymoor - World Cup final watch party

The City of Redmond is hosting a celebration for the Final Match of the World Cup at the Marymoor Concert venue. This has been a great opportunity to partner with King County Parks and Cascade Music Group (produces of the concerts at Marymoor Park). King County Parks has waived permit fees as a sponsor and Cascade Music Group is working with staff to prioritize Redmond food and beverage vendors also creating a great business development opportunity for local businesses. Seahawks sideline reporter Jen Mueller will MC the day with local performers, community booths, Sounder and Reign legends, and a celebration of community and culture as it culminates a summer of soccer. The marketing strategy is in place to launch in May. We welcome your support in promoting the event.

Internal City Staff Subgroup

The internal staff subgroup consists of staff from across the city who share a love of soccer. They have planned optional staff activities such as attending a Sounders or Reign match, lunch and learn with World Cup Trivia, host cities poster display, and Soccer 101 webpage for our Redmond is Ready for the World webpages. They assisted Communications with creating a staff video highlighting different city programs preparing for World Cup.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
May 2025-July 2026
- **Outreach Methods and Results:**
Meetings, questionnaire and individual stakeholder outreach
- **Feedback Summary:**
Redmond residents and businesses who have completed the questionnaire are very excited for the World Cup and activities that will be planned in Redmond.

BUDGET IMPACT:

Total Cost:
\$2,000,000.00

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000311

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, Grants

- \$135,000 Sponsorship from Amazon for 2025 Club World Cup and other World Cup activities
- \$110,000 Sponsorship from Amazon for 2026 World Cup Programming activities
- \$100,000 State of Washington Grant
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- On February 2nd, City staff submitted a state grant application for potential emergency and police overtime related to the World Cup activities. City staff received news that we were not awarded the grant due to the number of applications and the focus on cities with fan zones.

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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2/17/2026	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
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Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: World Cup Council Staff Report 5.19.26



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-080
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
Police	Darrell Lowe	425-556-2529
Fire	Adrian Sheppard	425-556-2200
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Kristen Raftis	World Cup Planning Program Manager
Public Works	Brandon Buehler	Deputy Director
Executive	Kelly Schutz	Communications Manager
Executive	Zach Houvener	Deputy Director
Police	Brian Coats	Deputy Chief
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Budget Offer Number:
0000311

Budget Priority:
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Time Constraints:

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ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: World Cup Council Staff Report 5.19.26

City of Redmond World Cup Program Staff Report

May 19, 2026

Seraphie Allen, Brian Coats, Zach Houvener,
Kelly Schutz, Brandon Buehler, Haritha Narra,
and Nathan Hupp



REDMOND
IS READY FOR THE WORLD

Agenda

- **Program Overview**
- **Subgroup Reports**
 - Watch Parties and Activations
 - Public Safety and Emergency Management Response
 - Operations and Logistics
 - Communications
 - Finance
- **Meet me at Marymoor**
- **Council Engagement**



REDMOND
IS READY FOR THE WORLD

World Cup 2026

- **June 11 – July 19, 2026**
Anticipated to be the largest sporting event in world history
- **Seattle Match Schedule**
 - **Belgium v Egypt** I Group G I June 15
 - **USA v Australia** I Group D I June 19
 - **Bosnia-Herzegovina v Qatar** I Group D I June 24
 - **Egypt v IR Iran** I Group G I June 26
 - Knock Out Round of 32 I July 1
 - Knock Out Round of 16 I July 6
- **World Cup Final**
Sunday, July 19 New York New Jersey Stadium



Tourism Trends

- Hotels prices and AirBnb are elevated to roughly double rates with limited supply. May 26 meeting to learn more.

Where to? Redmond, Washington, United States

Dates Thu, Jun 18 - Sun, Jun 21

Travelers 2 travelers, 1 room

300+ properties

How our sort order works Sort by recommended for you

Compare properties Get a side-by-side view of up to 5 properties.

Search by property name e.g. Marriott

Filter by

Popular filters

- Hotel (227)
- Breakfast included (188)
- Bellevue (59)
- Reserve now, pay later
- Pet friendly (440)

Total price

Min \$360 Max \$5,450+

Archer Hotel Seattle/Redmond
Redmond
Pool
Extend your World Cup in Redmond
Off the pitch, Archer is your pre- or post-match getaway near Lumen Field, with comfortable rooms and time to reset.
Exceptional 9.6 1,006 reviews
\$437 nightly
\$1,481 total
Total with taxes and fees

Residence Inn By Marriott Seattle East-redmond
Redmond
Breakfast included Pool
All-Suite Hotel | Free Hot Breakfast
Seattle Stadium Access via Lightrail, Woodinville Wine Country, Velodrome&Tech Corridor, Full Kitchen, Pet-Friendly, Outdoor Pool.
Excellent 8.8 549 reviews
\$2,469 nightly
\$8,348 total
Total with taxes and fees
We have 4 left at this price

Redmond Inn
Redmond
Breakfast included Pool Hot tub
Fully refundable
Reserve now, pay later
Excellent 8.8 1,270 reviews
\$336 nightly
\$1,144 total
Total with taxes and fees
Sign in for extra savings

Homes in map area Jun 18 - 21 2 guests Filters

Become a host

Guest favorite

Loft in Redmond
Open Loft in Redmond Core - 92 Walkscore!
1 bedroom - 1 queen bed
★ 4.82 (185)
\$1,475 for 3 nights

Map showing Airbnb listings in Redmond, WA with prices: \$665, \$853, \$1,461, \$1,028, \$1,210, \$850, \$674, \$1,475, \$1,597, \$463, \$976, \$463.

REDMOND
IS READY FOR THE WORLD



2026 World Cup Programming

- Economic Development hosted 5 Quarterly business and community World Cup strategy meetings
- Fútbol for All - Hosted 6 speakers and with 3 more to come by end of June. Attendance of 40-60 people per event.
- Watch Party Grants – 28 grantees will host watch parties between June 11 and July 19, see Events on [Experiencedmond.com](https://www.experiencedmond.com)
- RAVE Foundation and Parks department hosted Free Day of Play at Perrigo Park with 200 free soccer balls for kids.
- Soccer Ambassador program – Hosted 3 quarterly meetings
- Internal City Staff group prepared Soccer 101 pages for our website and will host an online community trivia game.

Key Dates and Partnerships

Key Dates:

- May 21: Fútbol for All - Girls with Goals at Brick and Mortar Books | 6:00 – 7:30 p.m.
- May 27: Soccer Ambassador meeting | 9:30 a.m.
- June 12: Legacy Sign reveal | 2 p.m.
- June 12: Redmond Town Center Watch Party Kick Off | 5 p.m.
- June 22: Fútbol for All - Meet and Greet with Brad Evans and James Riley at Brick and Mortar Books | 6:00 – 7:30 p.m.
- July 19: Meet Me at Marymoor Community Soccer Celebration! (World Cup Final Match)

Partnerships:

- Amazon
- Port of Seattle
- Community Grants
- LED screen- Amazon and Redmond Town Center
- RAVE Foundation
- King County Parks



REDMOND
IS READY FOR THE WORLD



Public Safety and Emergency Management Response

Fire Department

- EMS e-bikes added as a new resource to help crews reach patients quickly in crowded, remote, or hard-to-access locations during FIFA World Cup and other major events

Emergency Management

- Conducted regional tabletop exercise and participated in several training opportunities.
- Launched AlertRedmond

Police Department

- Staffing: Match days use on-duty patrol plus 6 OT; non-match days use on-duty patrol plus 3 non-patrol staff.
- Command & Deployment: Led by Patrol, Traffic, RTIC/UAS, CID/Analysts, SWAT ORF, Bikes, Comms, Mutual Aid, and Logistics, with focus on high-visibility patrol, bike teams, traffic control, and real-time situational awareness.
- Traffic & Events: Light-rail traffic plans, coordinated signage/wayfinding at key sites, and Marymoor watch-party support with 5 OT positions.



REDMOND
IS READY FOR THE WORLD



Operations and Logistics

Parks/Public Works Department/
Planning

- Expanded Alcohol Process
- Staff at Downtown Redmond Station
 - Sound Transit ambassadors
- Legacy sign unveiling – June 12
- Three new pedestrian scrambles installed at Cleveland and Leary, 161st, and 164th.
- 88/100 Banners Installed in Downtown and Overlake
- Facilitating traffic and parking congestion management
- Redlink



REDMOND
IS READY FOR THE WORLD

Communications

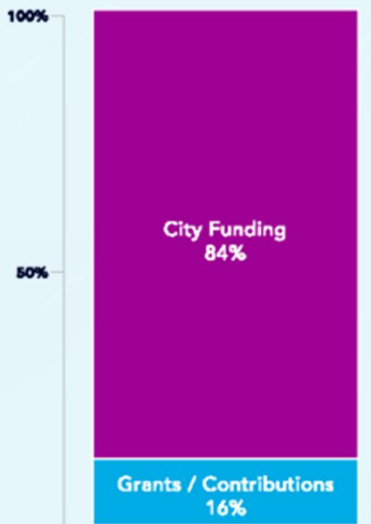
- Continuing Soccer Stories, Fútbol for All promotion.
- Legacy Sign event and celebration communications.
- Producing World Cup-related reels and social – both promotional and OEM-specific.
- News releases: refreshing media familiarity with overall Redmond is Ready for the World programming and announcing Community Grant recipients.
- Meet Me At Marymoor communications and promotion.
- HB 1515 communications, including presence on World Cup business resource webpage.
- BEST training communications to familiarize business community with opportunities to prepare ahead of events.



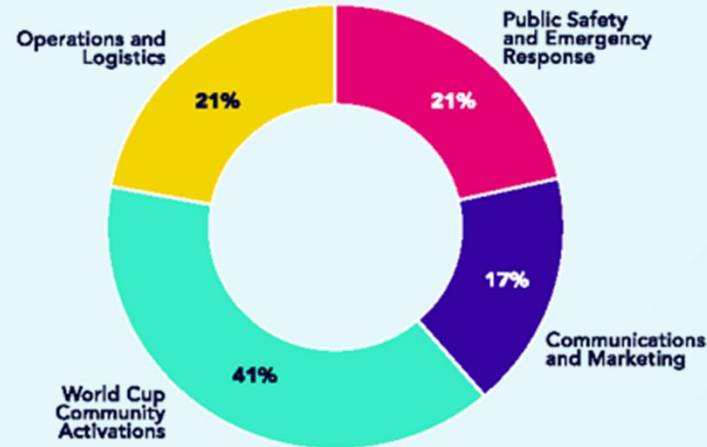
REDMOND
IS READY FOR THE WORLD

Finance

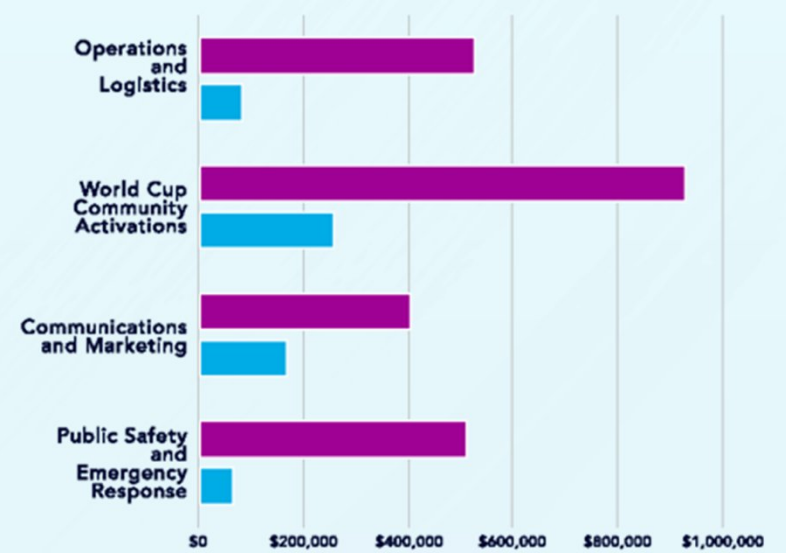
WORLD CUP BUDGET



WORLD CUP BUDGET



BUDGET VS. ACTUAL



- Grant and Sponsorship Awarded: \$395,000



REDMOND
IS READY FOR THE WORLD



Meet Me at Marymoor

Sunday, July 19 10 am to 3 pm

Meet Me at Marymoor is a family friendly, multicultural event to celebrate the culmination of World Cup.

Our event will offer music, stage performances, and food and beverage for purchase at various food trucks and is hosted by the City of Redmond and King County Parks.

- Attendees will watch the match on a large LED screen set up on the concert stage.
- Tickets are free.



REDMOND
IS READY FOR THE WORLD

How to get involved?

- Visit Redmond.gov/Soccer to stay informed
- Tell your soccer story
- Attend events and bring friends
- Promote "Meet Me at Marymoor"
- Text **REDMONDREADY** to **888777**



REDMOND
IS READY FOR THE WORLD



Questions?



REDMOND
IS READY FOR THE WORLD



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-081
Type: Staff Report

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Deputy Finance Director
Finance	Hailey Zurcher	Financial Planning Manager

TITLE:
First Quarter 2026 Financial Report

OVERVIEW STATEMENT:
Review the City's financial performance from January 2025 to March 2026. Please note that the 2025 year-end process is still in progress, and the figures presented here are preliminary due to the impact on December 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:**
Council is provided with quarterly financial reports via staff reports during business meetings.

OUTCOMES:
The key financial highlights from January 1, 2025, through March 31, 2026, include the following:

Revenue:

Total General Fund revenue is 9%, or \$13.8 million, above target.

- **Property Tax** is 3%, or \$697,000, below target. The next Property Tax payment is expected in May 2026.
- **Sales & Use Tax** is 30% (\$15.2 million) above target, driven primarily by growth in retail and information industries.
- **Utility & Other Taxes** are 3%, or \$437,000, above target.
- **Development Permits and Fees** are 10%, or \$2.0 million, above target. Development fees were updated in 2024.
- **Business License Fees** are 2%, or \$245,000, below target.
- **Other Revenues** are 8%, or \$2.9 million, under target.

Expenditures:

- Total General Fund and TIS expenditures are 3%, or \$10.7 million, under target.
- Spend rate for some departments above/below target:
 - **Executive Department** is 10%, or \$1.6 million, below target primarily due to position vacancies and timing of spending one-time projects.
 - **Planning Department** is 10%, or \$2.9 million, below target primarily due to position vacancies and timing of one-time expenditures.
- **Overtime Expenditures:** Total overtime expenditures are 17% (\$2.2 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 21%, or \$42.6 million under budget, reflecting the continuation of several major projects and the commencement of new initiatives, including the Evans Creek Relocation project, Pedestrian and Bicycle Improvements, Downtown Adaptive Signals, Pavement Repairs, MOC Predesign, and ADA Facility Improvements.
- **Business Technology Investment Program (BTIP):** Total expenditures are 42%, or \$4.4 million under budget, reflecting the continuation of some major projects and the commencement of new initiatives, including Workforce Management Phase 2, and Dynamics 365.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: First Quarter 2026 Financial Report Presentation



Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. AM No. 26-081
Type: Staff Report

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

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Finance	Hailey Zurcher	Financial Planning Manager

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REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
N/A
- Council Request:
N/A
- Other Key Facts:
Council is provided with quarterly financial reports via staff reports during business meetings.

OUTCOMES:

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COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
Strategic and Responsive

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:
N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: First Quarter 2026 Financial Report Presentation



Quarterly Financial Overview - Q1 2026

May 19, 2026

Haritha Narra, Deputy Finance Director



Agenda

- Economic Update
- First Quarter Results:
 - General Fund
 - Other Programs
 - Citywide Overtime
 - Capital Programs



Economic Uncertainty & Recession Risk

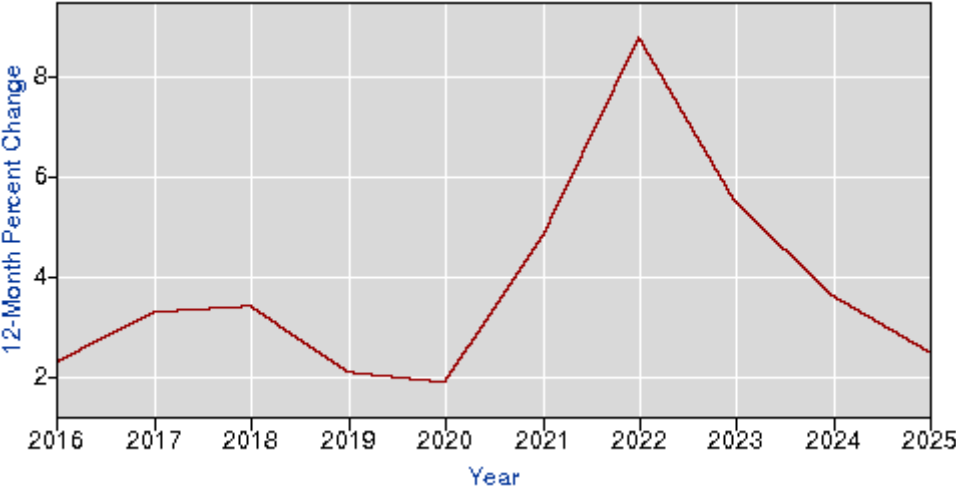
- Federal & Indirect Federal Funding
- Geopolitical & Trade Policy Uncertainty
- Shifts in Consumer Behavior
- Increased Cost of Public Procurement



Economic Update

CPI-W (Seattle/Tacoma/Bellevue)

Dec 2023	Feb 2024	Apr 2024	Jun 2024	Aug 2024	Oct 2024	Dec 2024	Feb 2025	Apr 2025	Jun 2025	Aug 2025	Dec 2025	Feb 2026
4.3%	4.2%	4.5%	3.6%	3.0%	2.7%	2.9%	2.6%	1.6%	2.7%	3.2%	3.1%	3.8%



Economic Update - King County Forecasts

Countywide Taxable Retail Sales Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Feb 2026)	0.0%	1.9%	8.1%	2.0%	2.1%	2.7%	3.0%	3.9%	2.6%	3.9%
Prior (Nov 2025)	0.0%	2.2%	8.1%	2.4%	2.6%	2.8%	3.3%	3.2%	4.1%	4.0%

Countywide Assessed Valuation Growth

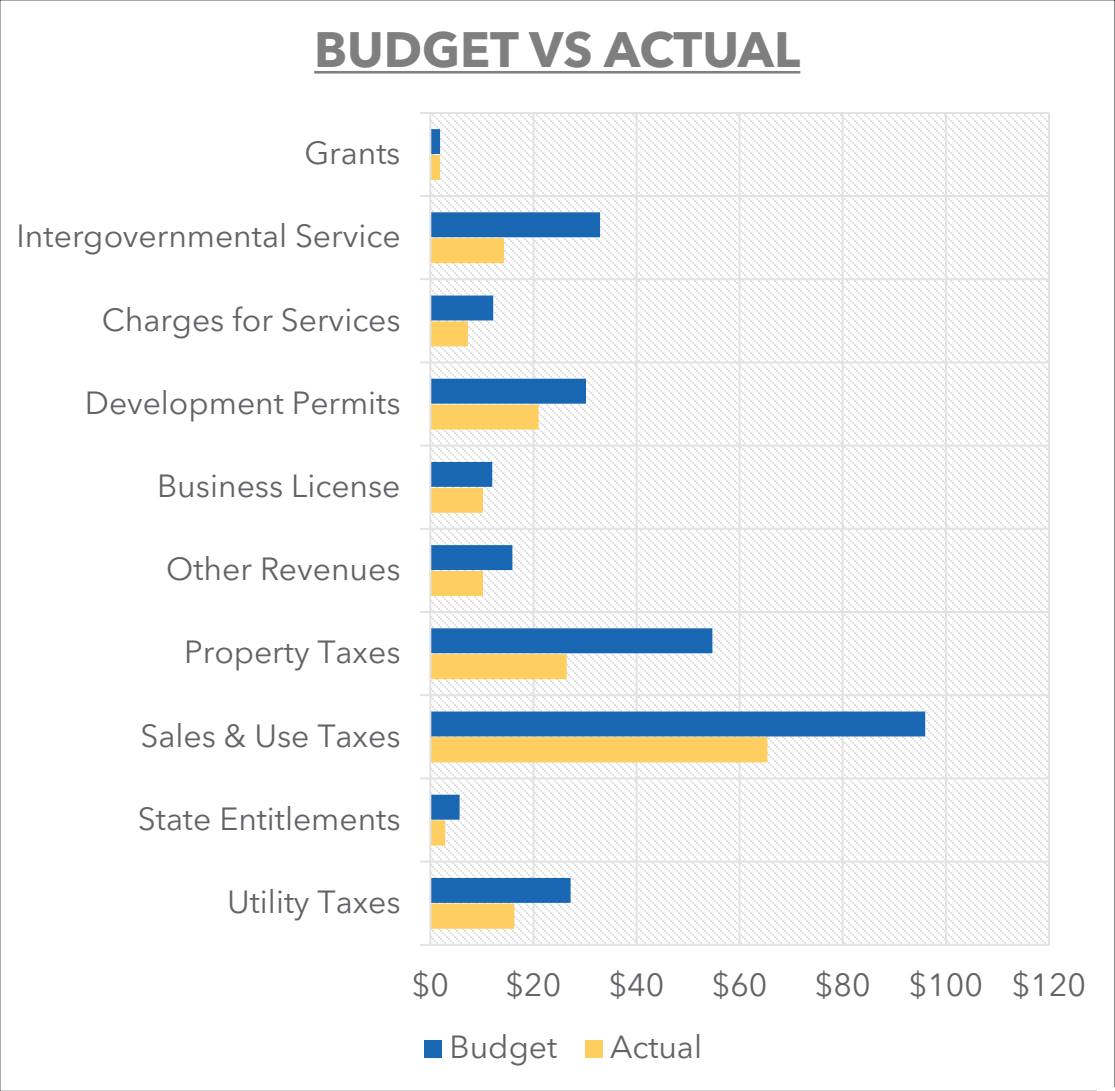
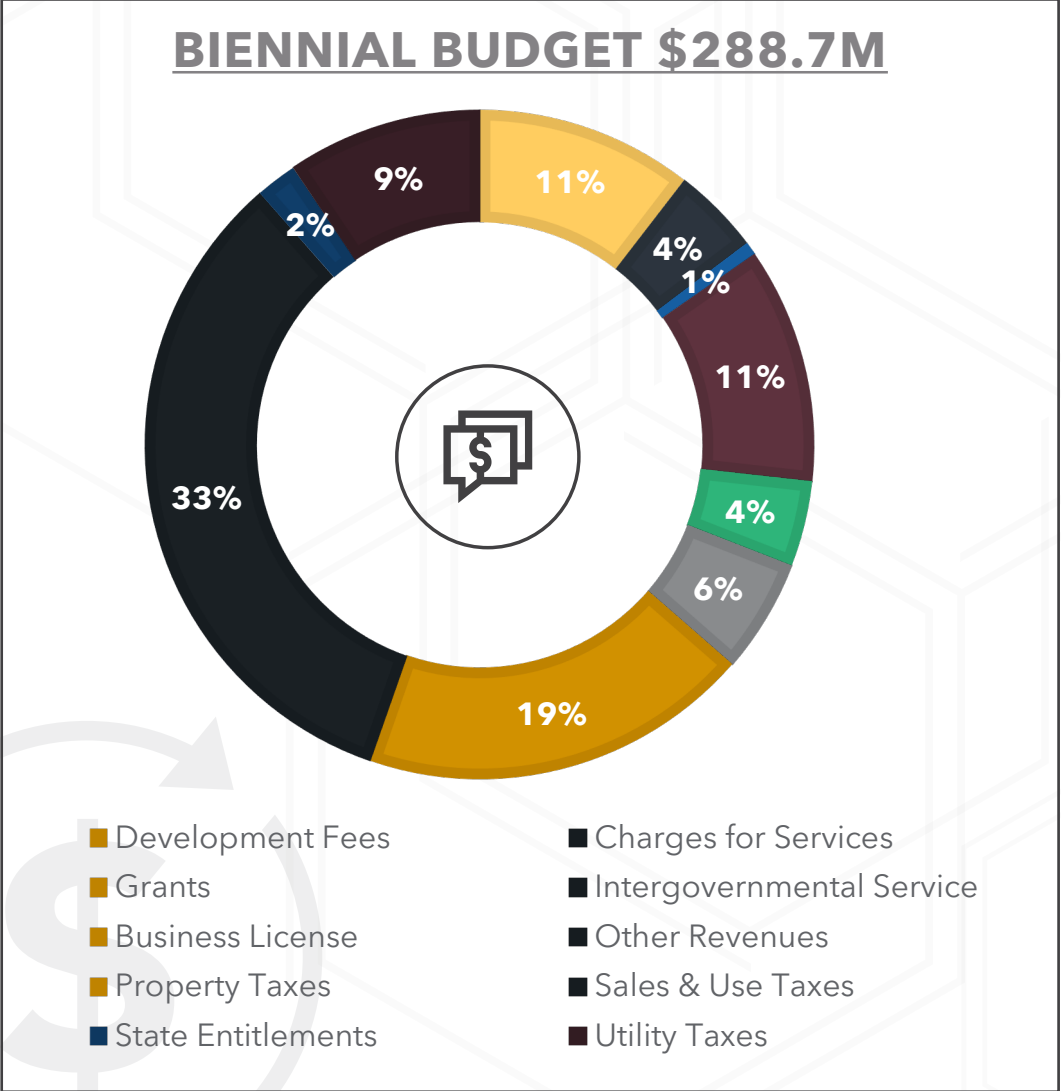
Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Mar 2026)	-5.3%	4.8%	5.4%	3.3%	4.8%	5.1%	3.1%	4.0%	3.4%	4.0%
Prior (Dec 2025)	-5.3%	4.8%	4.5%	2.8%	4.2%	4.7%	4.4%	3.8%	2.7%	2.9%

Countywide Employment Growth

Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current (Feb 2026)	0.6%	-0.8%	-0.5%	0.2%	0.6%	0.6%	0.6%	0.5%	0.5%	0.7%
Prior (Nov 2025)	0.6%	-0.8%	-0.4%	0.5%	0.9%	0.9%	0.8%	0.7%	0.8%	0.9%

Source: King County Office of Economic and Financial Analysis

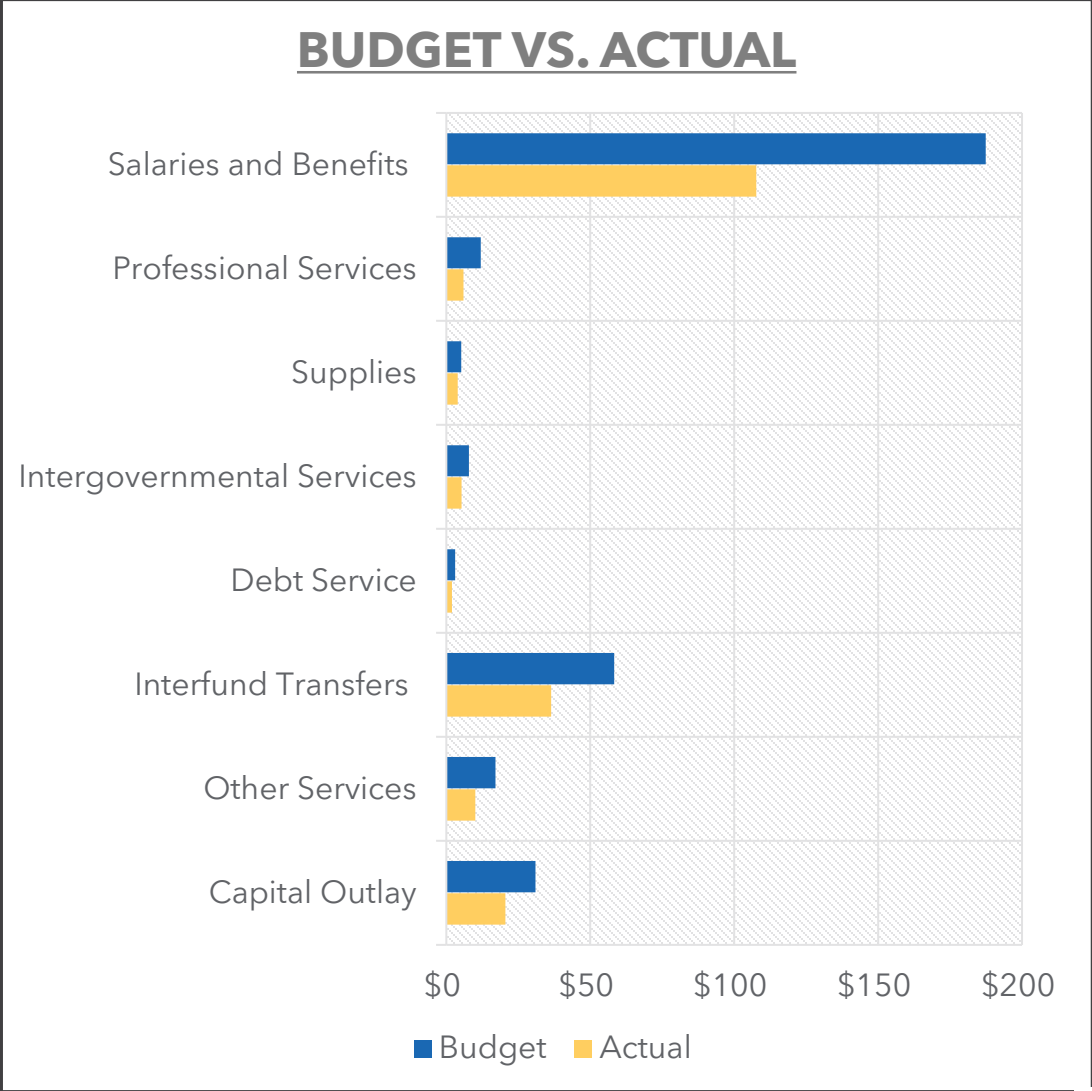
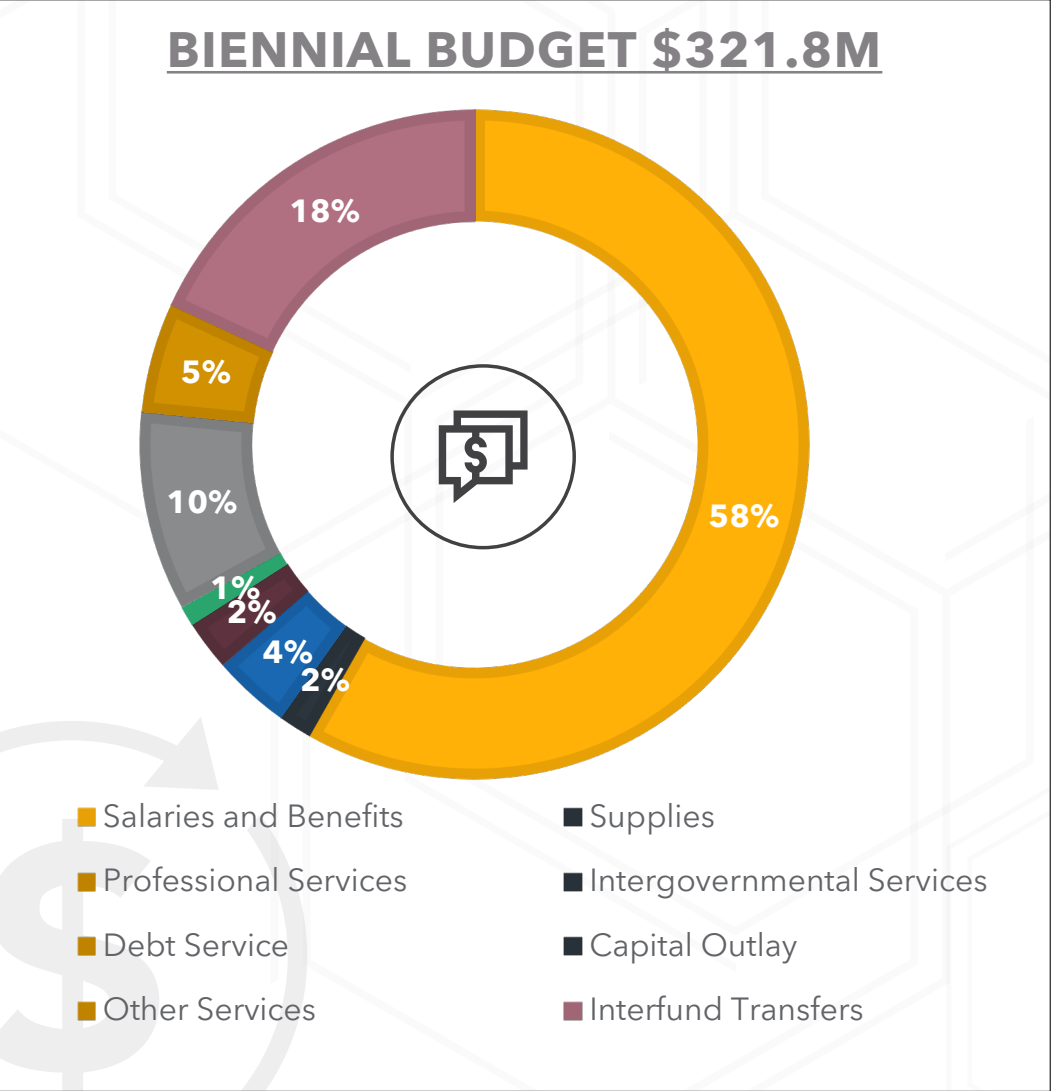
General Fund Revenue - Q1 2026



General Fund Revenue - Q1 2026

Category	Budget	Target	Actuals	\$ Variance (Target)	% Variance (Target)
Property Tax	\$54,698,137	\$27,218,265	\$26,520,819	(\$697,446)	-3%
Sales & Use Tax	95,956,694	50,207,433	65,404,701	15,197,268	30%
Utility Taxes	27,247,937	15,984,275	16,306,200	321,926	2%
Development Permit Fees	30,241,651	19,038,676	21,022,486	1,983,811	10%
Business License Fees	11,950,814	10,395,603	10,150,390	(245,213)	-2%
Grants	1,919,119	1,422,023	1,928,348	506,325	36%
Intergovernmental	32,931,161	16,051,874	14,343,388	(1,708,486)	-11%
State Entitlements	5,739,102	3,282,130	2,941,506	(340,624)	-10%
Charges for Service	12,169,380	7,482,169	7,328,016	(330,253)	-2%
Other Revenues	15,877,062	11,333,687	10,232,060	(886,191)	-10%
Total	\$288,731,058	\$162,416,134	\$176,177,915	\$13,761,781	9%

General Fund Expenditures - Q1 2026



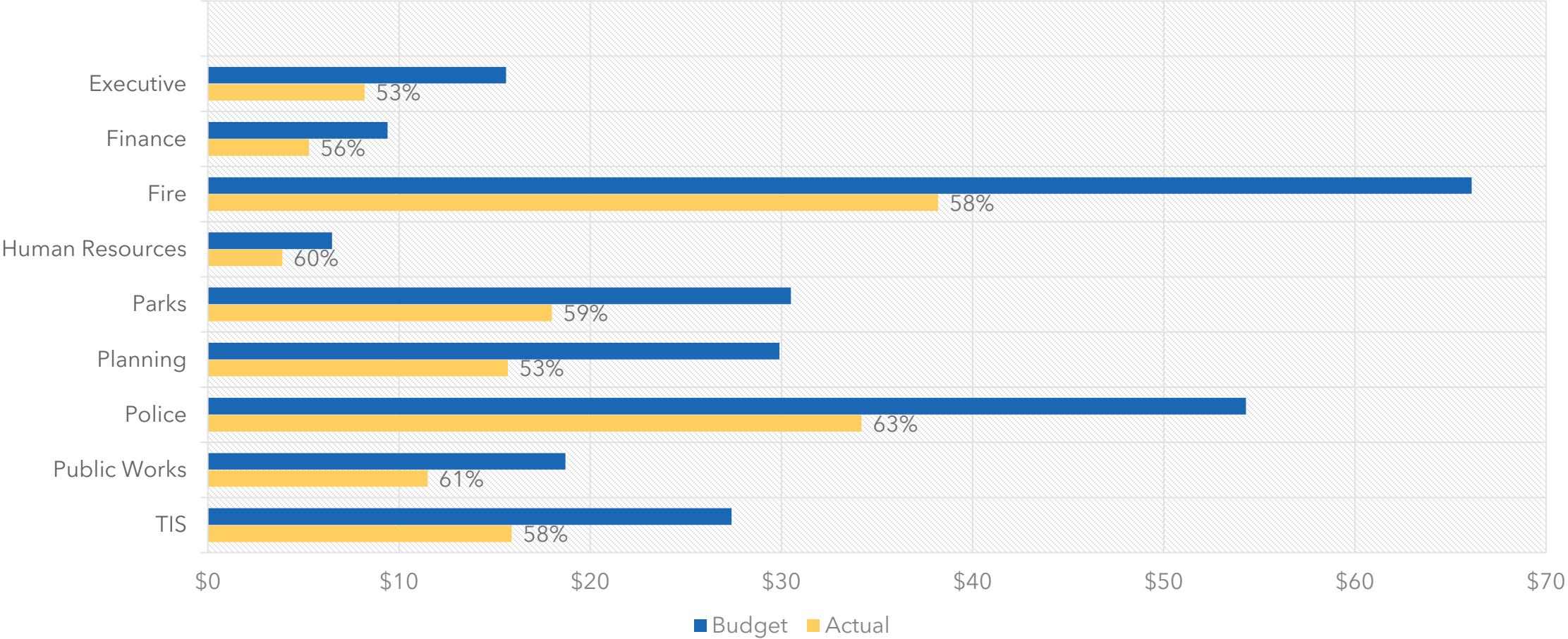
General Fund Expenditures - Q1 2026

Category	Budget	Actual	% Expended	% Over/ - Under
Salaries & Benefits	\$187,401,747	\$107,723,724	58%	-5%
Professional Services	11,982,158	5,909,753	49%	-13%
Supplies	5,203,189	3,938,444	76%	13%
Intergovernmental Services	7,802,925	5,289,794	68%	5%
Other Services	17,055,352	10,058,310	59%	-4%
Debt Service	3,058,194	1,909,286	62%	0%
Capital Outlay	30,986,322	20,533,543	66%	4%
Interfund Transfers	58,331,234	36,384,528	62%	0%
Total	\$321,821,120	\$191,747,381	60%	-3%

General Fund Expenditures - Q1 2026

DEPARTMENTAL BUDGET VS ACTUAL

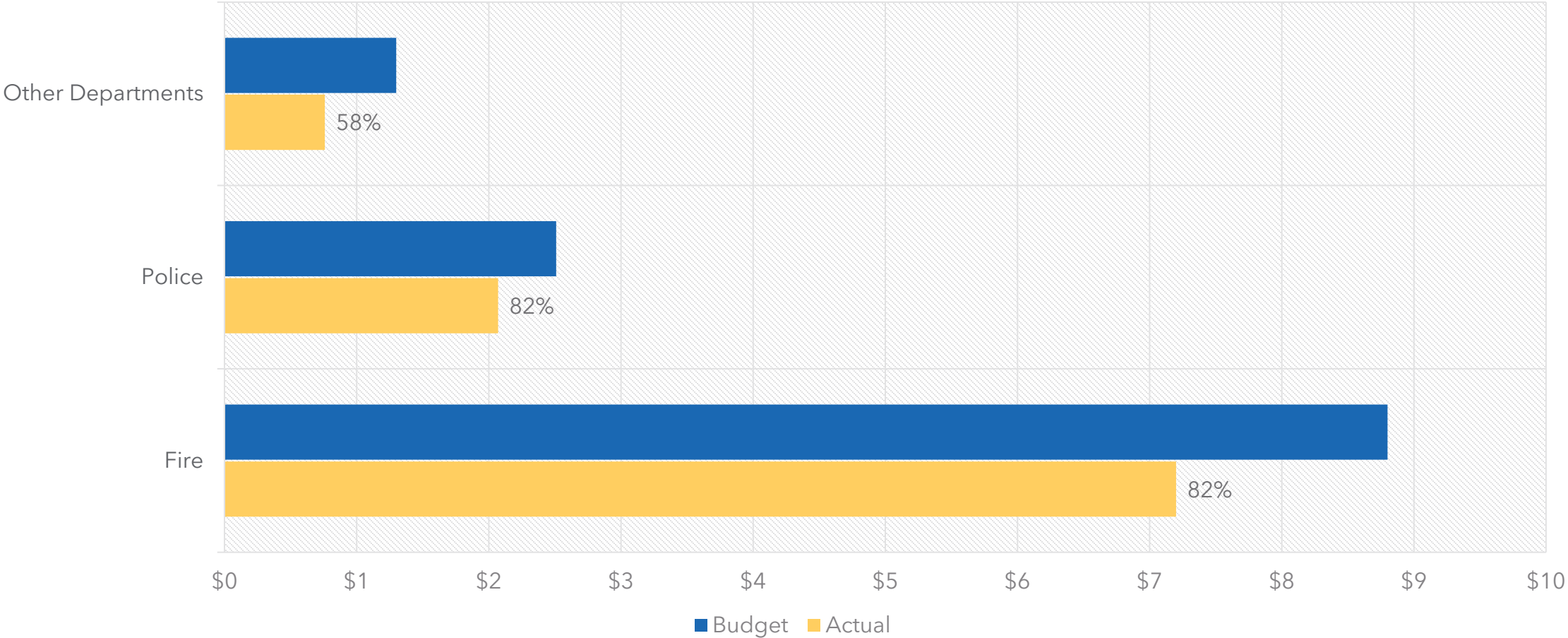
Q1 Target: 63%



Citywide Overtime - Q1 2026

ALL FUNDS - DEPARTMENTAL OVERTIME BUDGET VS ACTUAL

Q1 Target - 63%

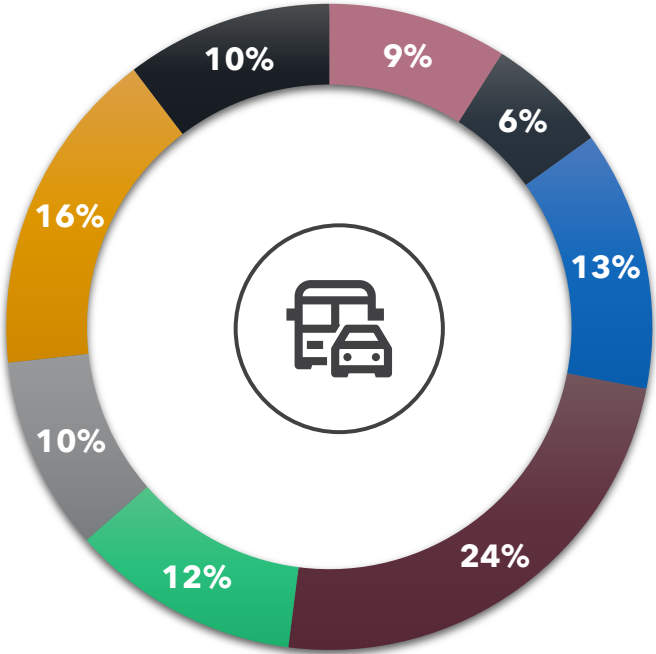


Citywide Overtime - Q1 2026

Department	Budget	Actual	% Expended	% Over/ Under
Fire Department				
<i>Regular Salaries</i>	\$58,830,509	\$31,679,059	54%	9%
<i>Overtime Salaries</i>	8,783,932	7,194,569	82%	-19%
Fire Department Total	\$67,614,441	\$38,873,628	57%	5%
Police Department				
<i>Regular Salaries</i>	\$36,830,388	21,013,603	57%	5%
<i>Overtime Salaries</i>	2,514,014	2,071,076	82%	-20%
Police Department Total	\$39,344,402	\$23,084,678	59%	4%
All Other Departments				
<i>Regular Salaries</i>	\$106,134,810	\$62,374,424	59%	4%
<i>Overtime Salaries</i>	1,303,293	737,854	57%	6%
All Other Departments Total	\$107,438,102	\$63,112,278	59%	4%
Total Citywide Salaries	\$214,396,945	\$125,070,585	58%	4%

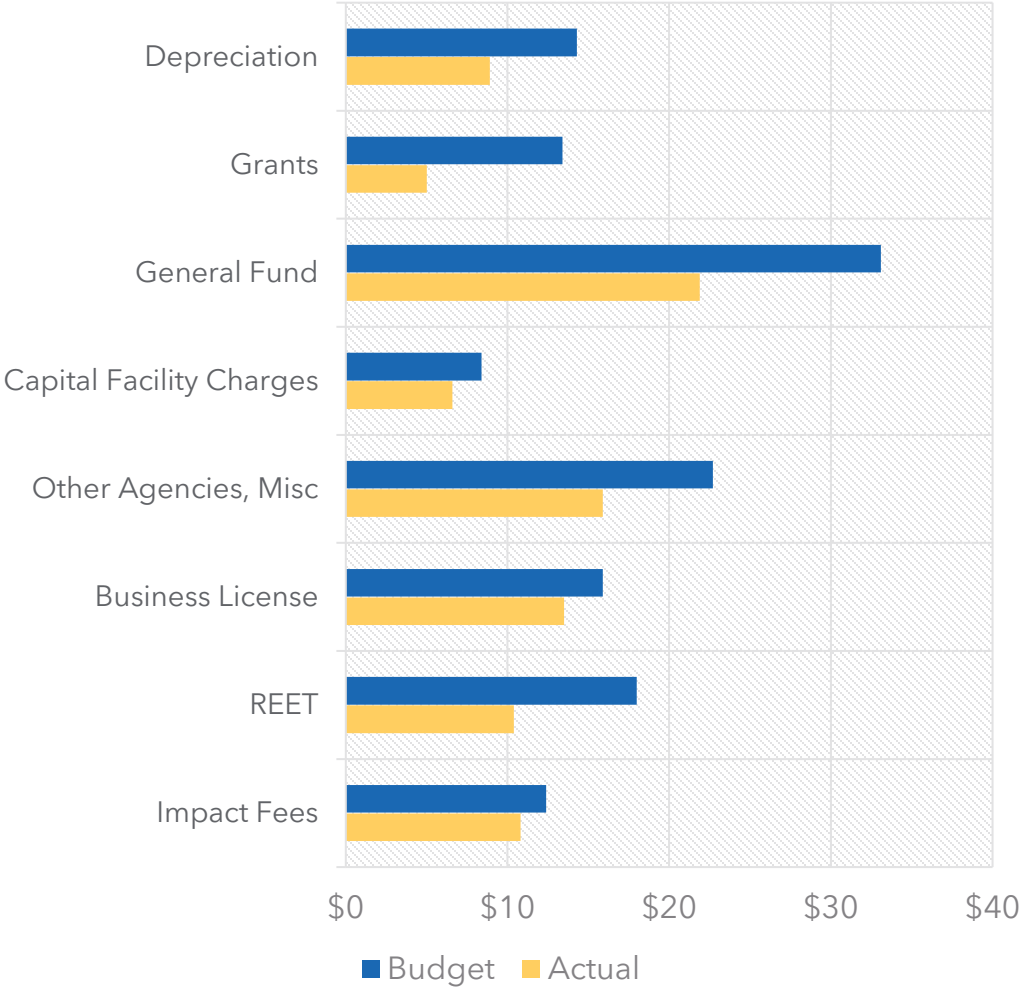
Capital Investment Program Revenue - Q1 2026

BIENNIAL BUDGET \$138.1M



- Impact Fees
- REET
- Business License
- Other Agencies, Misc
- Capital Facility Charges
- General Fund
- Grants
- Depreciation

BUDGET VS. ACTUAL



Capital Investment Program Revenue - Q1 2026

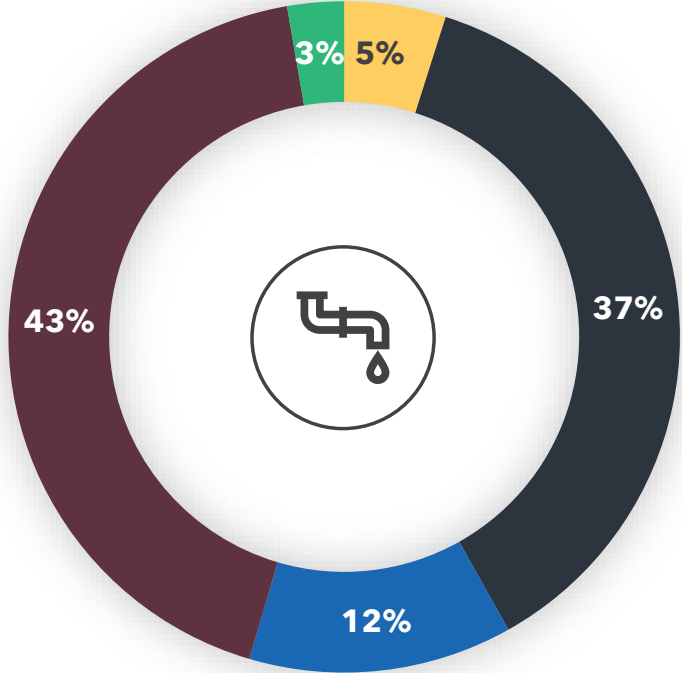
Category	Budget	Actual	% Collected	% Over/ Under Expected
Business License	\$15,890,892	\$13,482,975	85%	22%
Capital Facilities Charges	8,397,365	6,575,867	78%	16%
Depreciation	14,258,141	8,922,882	63%	0%
General Fund	33,093,391	21,916,018	66%	4%
Grants	13,423,129	4,984,093	37%	-25%
Impact Fees	12,400,000	10,755,210	87%	24%
Miscellaneous	14,380,350	13,689,276	94%	32%
Other Agencies	8,287,270	2,243,881	28%	-35%
REET	18,000,000	10,442,452	58%	-5%
Total	\$138,130,538	\$93,012,655	67%	5%

Capital & Business Technology Investment Programs Expenditures - Q1 2026

Program	Budget	Actual	% Expended	% Over/Under
Capital Investment Program (CIP)	\$201,506,023	\$83,294,998	41%	21%
<i>General Government CIP</i>	<i>146,375,639</i>	<i>75,562,860</i>	<i>52%</i>	<i>11%</i>
<i>Utility CIP</i>	<i>55,130,384</i>	<i>7,732,138</i>	<i>14%</i>	<i>48%</i>
Business & Technology Investment Program (BTIP)	\$10,389,980	\$2,126,490	20%	42%
Total	\$211,896,003	\$85,421,488	40%	22%

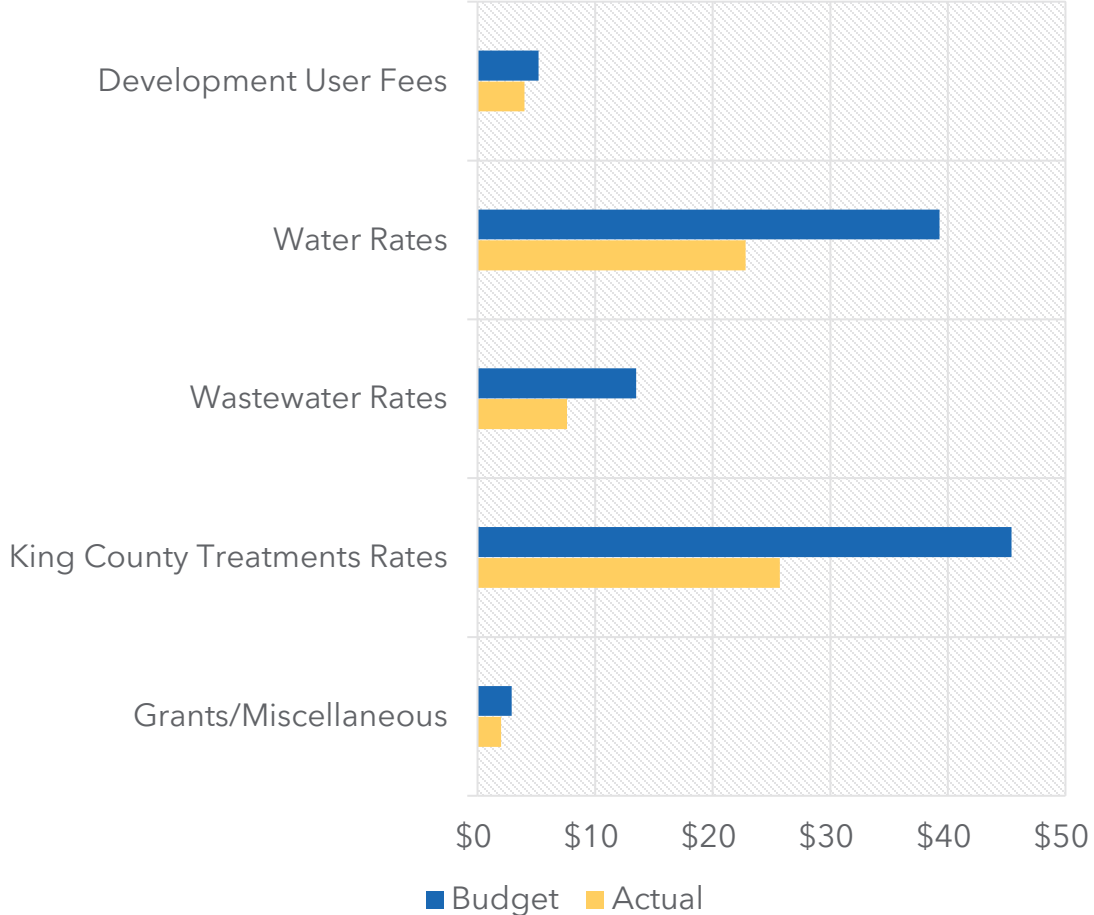
Water/Wastewater Utility Revenue - Q1 2026

BIENNIAL BUDGET \$106.2M



- Development Fees
- Wastewater Rates
- Grants and Miscellaneous
- Water Rates
- King County Treatment Rates

BUDGET VS. ACTUAL



Water/Wastewater Utility Revenue - Q1 2026

Category	Budget	Actual	% Received	% Over/ Under Expected
Development User Fees	\$5,247,677	\$3,988,013	76%	14%
Water Rates	39,222,077	22,841,376	58%	-4%
Wastewater Rates	13,475,876	7,582,351	56%	-6%
King County Treatment Rates	45,352,228	25,686,531	57%	-6%
Grants/Miscellaneous	2,916,558	2,019,593	69%	7%
Total	\$106,214,416	\$62,117,864	59%	-4%



Healthy and Sustainable 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q1 ACTUAL	% SPENT	% OVER/ UNDER
0000262	Wastewater Management	Public Works	\$62,950,702	\$40,492,467	64%	-2%
0000263	Parks, Trails, & Open Space	Parks	18,348,864	10,584,221	58%	5%
0000264	Environmental Sustainability	Executive	2,113,893	1,116,744	53%	10%
0000265	Solid Waste Management	Public Works	2,868,862	1,432,827	50%	13%
0000266	Stormwater Management	Public Works	22,971,130	10,234,164	45%	18%
0000267	Safe & Reliable Drinking Water	Public Works	40,669,478	24,762,369	61%	2%
0000268	Ground & Surface Water Mgmt	Public Works	6,932,451	3,807,505	55%	8%
0000401	Community Recreation	Parks	14,444,628	8,583,979	59%	3%
TOTAL			\$171,300,007	\$101,014,275	59%	4%



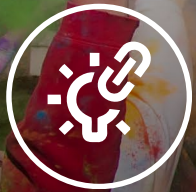
Safe and Resilient 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q1 ACTUAL	% SPENT	% OVER/ UNDER
0000275	Criminal Investigation	Police	\$5,797,848	\$3,833,524	66%	-4%
0000276	Criminal Justice	Executive	5,297,556	3,521,156	66%	-4%
0000277	Fire & Medical Operations	Fire	72,418,692	42,976,868	59%	3%
0000278	Fire Support Services	Fire	16,905,424	9,929,639	59%	4%
0000279	Police Patrol & Response	Police	34,206,481	21,866,934	64%	-1%
0000280	Police Dispatch & Support	Police	13,709,510	8,058,308	59%	4%
0000281	Construction Inspection	Planning	9,774,983	5,010,961	51%	11%
0000282	Street & Traffic Safety	Public Works	21,465,213	12,074,417	56%	6%
0000283	Fire Prevention Services	Fire	3,133,588	1,902,293	61%	2%
TOTAL			\$182,709,294	\$109,174,100	60%	3%



Strategic and Responsive 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q1 ACTUAL	% SPENT	% OVER/ UNDER
0000288	Operating Reserves	Finance	\$79,448,940	\$2,648,958	3%	59%
0000289	City Council	Executive	968,670	560,237	58%	5%
0000290	Executive Leadership	Executive	12,520,580	5,890,382	47%	15%
0000291	Fleet Management	Public Works	20,255,194	10,461,475	52%	11%
0000292	Community Outreach/Involvement	Executive	3,011,159	1,501,534	50%	13%
0000293	Citywide Communications	Executive	2,787,506	1,464,719	53%	10%
0000294	Technology Solutions	TIS	28,666,745	16,670,017	58%	4%
0000295	Diversity, Equity & Inclusion	Executive	953,261	254,363	27%	36%
0000296	Human Resources	Human Resources	46,788,036	29,606,775	63%	-1%
0000297	Fiscal Accountability	Finance	17,905,223	12,026,292	67%	-5%
TOTAL			\$213,305,314	\$81,084,753	38%	24%



Vibrant and Connected 2025-2026 Baseline Budget

BUDGET OFFER	BASELINE BUDGET OFFER	LEAD DEPARTMENT	BUDGET	Q1 ACTUAL	% SPENT	% OVER/ UNDER
0000302	Microsoft Campus Refresh	Planning	\$1,253,501	\$686,550	55%	8%
0000303	Development Services	Planning	20,315,252	11,235,660	55%	7%
0000304	Community/Economic Development	Planning	7,878,946	3,923,563	50%	13%
0000305	Capital Investment Delivery	Public Works	885,732	535,585	60%	2%
0000306	Facilities Management	Parks	9,289,519	5,507,144	59%	3%
0000307	Housing & Human Services	Planning	9,371,567	6,349,969	68%	-5%
0000308	Arts & Community Events	Parks	2,677,045	1,408,356	53%	10%
0000309	Light Rail	Planning	946,803	358,957	38%	25%
0000310	Mobility of People & Goods	Planning	7,038,713	3,287,637	47%	16%
TOTAL			\$59,657,077	\$33,293,420	56%	7%

Next Steps

- 2026 Q2 Financial Report September 2026



Thank you

Any Questions?



Redmond
WASHINGTON



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. SPC 26-046
Type: Executive Session

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 5/19/2026
Meeting of: City Council

File No. SPC 26-042
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



City Contract Routing Form

City Contract #: 10694



Section 1 – Attach Contract Documents

(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: on file

Section 2 – Fill Out Contract Details

Date: 1/7/2025 Department: Public Works Division: EUSD Mail Stop: 2NPW

Project Administrator Name: Tess Larson Extension: 2873

Project Manager Name (if different than above): Jessica Atlakson Extension: 2874

Contract Type: Architectural and Engineering Services If other, please indicate: _____

Contract Title: On-Call Groundwater Monitoring Services

Contractor/Consultant Business Name: Landau Associates

Contract Description: support for groundwater monitoring for Redmond. Work provided by individual task orders with their own scope of work and budget.

Project ID #: _____ Project Category: _____ Budget/Account #: 401.21212.00410.53421

Council Approval Date: _____ Agenda Memo #: _____ RFP/IFB/RFQ #: _____

New Contract

Total Amount: \$300,00

Start Date: 1/17/2025 End Date: 12/31/2026

Renewal Option (Y/N): Y If yes, how many? one, (two year extension option)

Amendment/Renewal/Change Order #: _____ Original CC #: _____


New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director or Designee:  Signed by: Carol Bent Date: 1/10/2025 Comments: _____

TIS Director: _____ Date: _____ Comments: _____

City Attorney:  DocuSigned by: Daniel Kenny Date: 1/13/2025 Comments: _____

Risk Manager:  Signed by: Kelley Cochran Date: 1/13/2025 Comments: _____

Mayor or Designee:  Signed by: Kelley Cochran (Mayor Designee) Date: 1/13/2025 Comments: _____

City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 1/13/2025 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

Consultant Agreement for Architectural and Engineering [Non-Public Work]

<p><i>PROJECT TITLE</i></p> <p>On-Call Groundwater Monitoring Services</p>	<p><i>EXHIBITS</i> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A: Scope of Work Exhibit B: Task Orders & Schedule Exhibit C: Payment Schedule Exhibit D: Option for Renewal</p>
<p><i>CONTRACTOR</i></p> <p>Landau Associates, Inc. 130 2nd Ave South Edmonds WA 98020</p>	<p><i>CITY OF REDMOND PROJECT ADMINISTRATOR</i> <i>(Name, address, phone #)</i></p> <p>City of Redmond Jessica Atlakson 15670 NE 85th St PO Box 97010 Redmond WA 98073 jatlakson@redmond.gov</p>
<p><i>CONTRACTOR'S CONTACT INFORMATION</i> <i>(Name, address, phone #)</i></p> <p>Scott Woerman 130 2nd Ave South Edmonds, WA 98020 swoerman@landauinc.com</p>	<p><i>BUDGET OR FUNDING SOURCE</i></p> <p>401.21212.00410.53421</p>
<p><i>CONTRACT COMPLETION DATE</i></p> <p>January 1, 2025 to December 31, 2026</p> <p>One extension option for additional two years</p>	<p><i>MAXIMUM AMOUNT PAYABLE</i></p> <p>\$300,000</p>

**Page 2 – Consultant Agreement for Architectural, Engineering & Surveying
City of Redmond, standard form**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

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

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

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend

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City of Redmond, standard form**

coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. Upon receipt of payment by CONSULTANT from CITY, all designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be at CITY's sole risk and without liability or legal exposure to the CONSULTANT.

IV

TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

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 beyond the control of the CONSULTANT.

V

PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Payment terms shall be NET 30 days. 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 Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI

SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

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City of Redmond, standard form**

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

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

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

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City of Redmond, standard form**

**VIII
NONDISCRIMINATION**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

**IX
TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the

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City of Redmond, standard form**

time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

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City of Redmond, standard form**

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. 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 herein provided under Section XIV.

**XI
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 determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

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 hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action 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, situated in King County.

**XIII
LEGAL RELATIONS**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the

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City of Redmond, standard form**

CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees. It is expressly understood that damages for a professional liability claim will be reimbursed upon determination of proportional negligence.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than two million dollars (\$2,000,000) per occurrence/five million dollars (\$5,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$2,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

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City of Redmond, standard form**

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.

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

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

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

**XIV
EXTRA WORK**

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 under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and 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.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

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City of Redmond, standard form**

**XV
ENDORSEMENT OF PLANS**

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

**XVI
COMPLETE AGREEMENT**


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

**XVI
EXECUTION AND ACCEPTANCE**

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


In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

Signed by:
By: 
2AE433D145C346F...
Scott Woerman

Title: Vice President

CITY OF REDMOND

Signed by:
By: 
5D9FC672714C4E4...
Angela Birney, Mayor

DocuSigned by:
ATTEST: 
98907E6B50CB428...
City Clerk

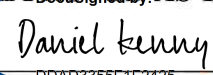
DocuSigned by:
APPROVED AS TO FORM:

DDAD3355F1F2425...
City Attorney

Exhibit A: Scope of Work

Consultant's Scope of Work

The Consultant shall provide professional services that include, but are not limited to, the following tasks:

Task 1 – Semi-annual Groundwater Monitoring

Semi-annual groundwater monitoring over a period of two weeks, as directed by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons in accordance with the City of Redmond Groundwater Quality Assurance Program Plan (QAPP).

Semi-annual groundwater monitoring includes, but is not limited to, the following activities:

Planning

- Coordinate with City Project Manager prior to sampling event to identify changes and current activities that could impact schedule.
- Prepare and update a project specific health and safety plan for field work conditions.
- Coordinate with City's contracted lab for glassware, analyses and lab results.
- Arrange right-of-way use permit with City, traffic control plans, purge water disposal permit with King County, traffic control equipment and necessary sampling equipment for monitoring event.
- Traffic control is typically required at approximately 5 well locations. Consultant will be responsible for set up of safety cones and traffic control as necessary at each location prior to performing sampling work. Two locations require lane closures. The remaining sites are more minor with traffic control set up in bike lanes.

Groundwater Sampling

- Collect water quality samples at up to 25 wells per City's QAPP and Sampling Analysis Plan (SAP). Locations and analyses information will be provided by the City in an approved SAP.
- Perform maintenance on existing bladder pumps, install new pumps as needed and provide maintenance recommendations.
- Groundwater samples shall be analyzed for a suite of parameters appropriate to monitor presence of potential contaminants at each given location. Groundwater analyses that may be included on Sampling Analysis Plan include:

Analyte	Method
Total/Dissolved Metals	EPA 200.8/6010D-Short List
Alkalinity	SM 2320B
Total Organic Carbon	SM 5310B
Chloride, Fluoride, Nitrate	SM4500-CI E, SM 4500-F C, EPA 353.2
Sulfate	ASTM D516-07
Total Dissolved Solids	SM 2540C
VOCs	EPA 8260C
Polyfluoroalkyl Substances	EPA Method 1633
SVOCs	EPA 8270D

Analyte	Method
Perchlorate	EPA 314.0
Total/ Fecal Coliforms	SM 9222B
E. coli	SM 9222D
TPH	NWTPH-HCID
PPCP Group 1 (including caffeine, atrazine)	Method 1694

Depth to Water Measurements and Transducer Download

- Collect depth to water measurements during a one-day event designated by the City. This one-day event occurs during the week of the semi-annual sampling event, but no sampling occurs during this day. Depth to water (DTW) and depth to bottom (DTB) measurements are collected at up to 100 locations by a combination of City staff and the consultant. The consultant will collect DTW and DTB measurements and download transducers at the approximately 24 locations with transducers during this one-day event.
- Perform transducer maintenance, download data, relocate existing and/or install new sensors per City’s direction and troubleshoot instrumentation issues at approximately 24 locations. Transducer models include InSitu and INW/Seametrics.
- Coordinate with vendor to resolve data retrieval issues and provide recommendations to City.
- Download data from City barometer (Seametrics BaroSCOUT 2) to use for transducer compensation.

Reporting

- Create draft and final versions of groundwater monitoring report.
- Provide draft monitoring report for City review and incorporate City comments into final report.
- Provide EQUIS electronic data deliverables (EDDs) of transducer data, water levels, field parameter and analytical data in City’s EDD format. City will provide EDD formats. City will review deliverable packages for clerical and transcription errors (per QAPP) and determine if package meets an acceptable quality level. If the package does not pass data verification, then consultant will be required to correct noted deficiencies at no additional cost to the City and reissue a revised data package.
- Data will be managed securely by the Consultant according to the Information Privacy and Security Agreement.
- Consultant will provide quality assurance/quality control (QA/QC) review of analytical data to ensure quality objectives.
- Consultant will produce a draft and final groundwater monitoring report after QA/QC review is completed. Data validation summary will be included in the groundwater monitoring report.
- Laboratory invoices for analytical costs will be reviewed by Consultant for accuracy and sent directly to the City for payment.

Task 1 Deliverables:

Pressure Transducer data and draft groundwater monitoring report tables shall be delivered with thirty (30) days following completion of the given field sampling event. The draft groundwater monitoring report final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft. Deliverables are described in detail below.

- 1) Semi-Annual Groundwater Monitoring Reports that describe all work performed and results obtained in relation to each sampling event for review and approval by the City. All work products are the property of the City of Redmond, are to be kept confidential, and are not to be released to any other party without written authorization from the City. The report shall follow the same format as past reports, including at minimum, the following elements:
 - a. Summary of protocols and work performed
 - b. Summary of analytical results
 - c. Summary of groundwater elevation results and any temporary construction dewatering (TCD) activities as notified by City that occur during event
 - d. Summary of consultant QA/QC review of analytical data, including a Level II data usability evaluation in accordance with the City of Redmond Groundwater Quality Assurance Program Plan
 - e. Figures:
 - i. Contour map of all groundwater elevation data collected from semi-annual depth to water event and monitoring well locations.
 - ii. Time series plots for transducer data with precipitation data for past 2 years.
 - f. Tables following City templates:
 - i. Summary of Redmond's monitoring well network information, including well depth, survey data, diameter, base depth, screened interval, equipment depth, pump type, and groundwater level depth range.
 - ii. Summary of field parameters and groundwater analytical laboratory results, with health standard exceedances identified using bold font.
 - iii. Summary of water quality standards for analytes sampled.
 - iv. Summary of groundwater level data.
 - v. Summary of transducers including serial numbers, manufacturer, installation date, calibration date, download date and removal date.
 - g. Documentation of field activities: depth-to-water measurements, field parameter measurements during well purge, field sheets and notes, chain-of-custody, and calibration records.
 - h. Laboratory reports for groundwater analysis, including QA/QC information from the laboratory.

- 2) Semi-Annual Groundwater Monitoring Data for each sampling event shall be delivered in a tabular format provided by the City that is compatible with EQuIS Professional 7.22.2 compatible format. The data shall include:
 - a. Groundwater field parameters
 - b. Groundwater analytical laboratory results
 - c. Downloaded transducer data compensated with barometric data and formatted to groundwater elevation data; and if applicable, include conductivity and temperature data.

Data shall be reviewed and marked for any anomalies following the Transducer SOP appendix within the QAPP.

- d. Groundwater elevation from manual depth to water measurements shall be emailed to project manager in Excel spreadsheet and contained in an EQUIS format.

OPTIONAL: Task 2 – Supplemental Monitoring Well Sampling and Analysis

The City may request supplemental monitoring well sampling, analysis, or recommendations in response to situations such as:

- monitoring results of concern related to contaminant movement within the CARA or water quality standards
- an emergency such as response to a large spill, or
- temporary construction dewatering activities.

Supplemental sampling and analysis would be limited to select monitoring wells near the activity of concern. It is estimated that this supplemental work would be limited to ten (10) monitoring wells.

OPTIONAL: Task 3 – Investigation into Sources of Contaminants of Concern

If the need arises, the City may request support in evaluating and investigating contaminants of concern. This work may include:

- Provide regulatory, investigation and monitoring recommendations and activities related to the risk of contaminant movement within the aquifer.
- Provide planning, oversight, documentation and reporting of soil and groundwater sampling and/or new monitoring well installation.
 - Selection of monitoring well location(s)
 - Pre-installation and utilities locating
 - Management and disposal of Investigative Derived Waste and purge water
 - Development of monitoring well
 - Perform slug test for hydraulic conductivity data
 - Coordinate work elements with driller which City would contract separately
- Collect soil and/or groundwater samples at new and/or existing well locations. Report results and provide appropriate recommendations.
 - Results to be summarized in report tables and provided as EQUIS EDDs in City’s format

OPTIONAL: Task 4 – Maintenance and Decommissioning of Existing Monitoring Wells

The City may request evaluation, planning and/or oversight of monitoring well repair, re-development or decommissioning work. City would contract separately with a drilling contractor and consultant would plan, coordinate, and oversee work.

OPTIONAL: Task 5 – EQUIS Database Management

The City uses EarthSoft’s EQUIS Environmental Database to manage the groundwater monitoring program’s data. Consultant may be asked to provide technical guidance for the following projects, which may include, but is not limited to:

- Resolving existing database errors
- Creating new reports that incorporate water quality standards
- Updating database with new file naming convention
- Data migrations, EQUIS trainings and troubleshooting

City's Scope of Work

The City's scope of work will include the following:

- A. The City will provide all background information of the existing groundwater monitoring network, including monitoring well logs, water quality reports, well depth, survey data, screened interval, equipment type, well construction and depth-to water data.
- B. The City will provide available GIS data and EQuIS compatible format tables or database tables as needed for the work.
- C. The City will provide scheduling and requirements necessary to complete the work, including the Quality Assurance Program Plan.
- D. The City will provide information regarding the state-certified laboratory that will conduct the sampling analysis.
- E. The City will provide a draft Sampling Analysis Plan approximately 4 weeks prior to the scheduled monitoring event and a final version approximately two weeks prior to sampling.

Exhibit B: Task Orders and Schedule

I. Task Order Administration

The City's Project Manager or her designated representative will administer each task order from the Public Works Department of the City. The schedule and period of each task order agreement will be separately negotiated and defined as described in the Task Order Process. There will be no specific limitation on the quantity, minimum and/or maximum value of individual task orders.

A. Consultant Resources and Time

The consultant may be expected to respond to short notice requests for technical services to resolve urgent task orders. The consultant should be capable of performing urgent task order assignments while working on another task order simultaneously.

B. Task Order Process

1. For each individual task order, the project manager will issue a written or verbal "Task Order Request" to the Consultant. The task request will describe the nature and extent of the project, its scope and preliminary schedule.
2. Within five (5) calendar days of the time frame specified in the "task order request", the Consultant will prepare a proposal that includes an applicable scope of work, schedule, and detailed fee proposal as well as identify key staff assignments and potential sub consultants.
3. The Consultant and project manager will determine the detailed scope of work, project schedule, Consultant fee, and other project management details.
4. The City Project Manager will provide a signed task order sheet as final approval of the task order.
5. Modifications to task order scope and/or increase in cost require timely notification to the City. Written authorization from the City Project Manager is required before additional costs are incurred.
6. The Consultant 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.

II. Semi-annual Groundwater Monitoring Schedule

A. Preparation

1. Consultant will coordinate with the City project manager approximately 4 weeks prior to a sampling event to identify any changes to the monitoring program and any current construction activities that could impact the monitoring schedule. Consultant may also coordinate with appropriate City personnel or offsite property owners 1 week prior to the sampling event to schedule monitoring to minimize any disruptions; the sampling team will be prepared to rearrange the monitoring schedule after site arrival, if necessary.

2. At least 2 weeks prior to a sampling event, Consultant will coordinate with the City's contract laboratory regarding planned analyses, required sample bottles, and bottle delivery, pickup date, and location.

B. Field work

1. Semi-annual groundwater monitoring over a period of two weeks, as designated by the City, within winter (January 15 – February 15) and summer (July 15 – August 15) seasons.
2. Consultant will coordinate with City Project Manager to select a day to complete a round of depth to water and depth to bottom measurements; and transducer downloads.

C. Deliverables schedule

1. Pressure transducer data and draft groundwater monitoring report tables shall be delivered within thirty (30) days following completion of the given field sampling event.
2. The draft groundwater monitoring report and final water quality data EDDs shall be delivered within sixty (60) days following completion of field activities.
3. The final groundwater monitoring report shall be delivered within fourteen (14) days of receiving City comments of the draft.

Exhibit C: Payment Schedule

I. Scope of Services Estimated Budget for Semi-annual Groundwater Monitoring

Subject to change based on number of monitoring locations included in scope of work for each task order. If unforeseen conditions are encountered, the consultant will bring these to the city’s attention and seek modification to the scope of services and budget, as appropriate.

Scope of Services	Cost
Semiannual Groundwater Monitoring (Cost Per Event)	\$25,300
Landau Labor for Each Groundwater Sampling Event (25 wells by 2 field staff in 4 field days; includes field preparation and travel)	\$20,300
Field Sampling Equipment and Supplies (assumes no new tubing purchases required)	\$2,600
Vehicle Use	\$500
Traffic Control (ROW Permit and traffic control plan for 1 location)	\$900
Traffic Control Subcontractor (Assumes 1 location)	\$1,000
Synoptic Water Levels (Assumes 1 day event with 2 field staff, separate from groundwater sampling)	\$5,100
Landau Labor for Transducer Downloads	\$4,850
Field Sampling Equipment and Supplies	\$150
Vehicle Use	\$100
Data Analysis and Reporting	\$16,200
Hydrograph Updates	\$2,800
Data QA/QC and Laboratory Coordination	\$3,900
Monitoring Report	\$7,100
EQuiS EDDs	\$2,400
Project Management and Administration (approximately 10% of Project Costs)	\$4,900
TOTAL (per Monitoring Event)	\$51,500

Cost Estimate Assumptions

- All fieldwork will be completed within the City right-of-way or on City property. The City will provide Landau with access to the monitoring wells in the right-of-way and will ensure that the well locations are accessible to field vehicles. Landau will coordinate traffic control, as necessary.
- Each semiannual groundwater monitoring event will take four days (assumes 12-hour days) for two Landau field staff. Dedicated tubing, bladder pumps, and connectors have been installed in the monitoring wells, and will be available for use upon Landau’s arrival.
- Each semiannual synoptic water level event will take one 12-hour day for two Landau field

staff.

- The waste generated during field activities will be drummed in water-tight containers, labeled, and properly disposed of in accordance with the appropriate discharge permit requirements at the end of each day. The City will sign all applicable waste manifests and disposal documentation. Waste disposal costs are not included in the cost estimate.
- The City will provide Landau with a database that includes all available historical site data with spreadsheets containing previous compliance evaluation calculations and plots.
- Draft semiannual reports will be submitted to the County for review prior to finalization. This proposal assumes that the draft will be approved by the City without significant modification. Both draft and final report will be submitted electronically.

II. Labor and Subconsultant Compensation Rates

If any service is supplied by a subconsultant, Landau Associates will identify the source service provider(s), as specified in “Exhibit A – Scope of Work” and “Exhibit B – Task Orders and Schedule.” If the approved subconsultant is not able to render services, Landau Associates must notify the city immediately in writing. Written approval of Consultant’s request to use another qualified subconsultant will be at the sole discretion of the City.

Personnel Labor	Hourly Rate
Senior Principal	383
Principal	352
Senior Associate	315
Associate	289
Senior	263
Senior Project	242
Project	221
GIS Analyst / CAD Designer	221
Senior Staff	200
Staff / Senior Technician II	184
Data Specialist	184
CAD / GIS Technician	168
Project Coordinator	152
Assistant / Senior Technician I	137
Technician	121
Support Staff	105

III. Rate Change Requests

The labor rates and classifications shown in this exhibit shall be subject to renegotiation once annually and upon written request of the Consultant.

As stated in Exhibit D, Option for Renewal, Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

Written request by the Consultant for rate (price) changes must be made to the City’s project manager and City’s contract administrator within 30 calendar days from November 1. If no such written request is made, the current labor rates and classifications shown in this exhibit

will remain in effect. Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new labor rates and classifications that will be applicable following the anniversary date of the original contract agreement authorization. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties and be incorporated into this agreement. If requested, the Consultant will provide direct (raw) labor, indirect cost rate (overhead) and fixed fee (profit) information to aid in negotiation.

Contract Administrator Contact Information:

Tess Larson
MS: 2NPW
15670 NE 85th St
P.O. Box 97010
Redmond, WA 98073-9710
(425) 556-2873
tlarson@redmond.gov

Exhibit D: Option for Renewal

The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.

City of Redmond
Payroll Check Approval Register
Pay period: 4/16 - 4/30/2026
Check Date: 05/08/2026

City of Redmond
Payroll Final Check List
Pay period: 4/16 - 4/30/2026
Check Date: 05/08/2026

Check Total:	\$	57,648.56
Direct Deposit Total:	\$	3,066,666.24
Wires & Electronic Funds Transfers:	\$	1,854,198.30
Grand Total:	\$	<u>4,978,513.10</u>

Total Checks and Direct deposit:	\$	4,400,096.01
Wire Wilmington Trust RICS (MEBT):	\$	578,417.09
Grand Total:	\$	<u>4,978,513.10</u>

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

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.

All Checks numbered **189090** through **189120** ,
Direct deposits numbered **203900** through **204691** , and
Electronic Fund transfers **1973** through **1979**
are approved for payment in the amount of **\$4,978,513.10**
on this **8th day of May 2026**.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Note:

City of Redmond
Payroll Check Approval Register
Pay period: 4/1 - 4/30/2026
Check Date: 4/30/2026

City of Redmond
Payroll Final Check List
Pay period: 4/1 - 4/30/2026
Check Date: 4/30/2026

Check Total:	\$ -
Direct Deposit Total:	\$ 9,891.86
Wires & Electronic Funds Transfers:	\$ 6,715.75
Grand Total:	<u>\$ 16,607.61</u>

Total Checks and Direct deposit:	\$ 11,014.64
Wire Wilmington Trust RICS (MEBT):	\$ 5,592.97
Grand Total:	<u>\$ 16,607.61</u>

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

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.

All Checks numbered 203892 through 203899, and
Direct deposits number 1975 through 1976, and
Electronic Fund transfers 1975 & 1976
are approved for payment in the amount of \$16,607.61
on this 30th day of April 2026.

Signed by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

Note:

