

City of Redmond



Agenda

Business Meeting

Tuesday, September 19, 2023

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Jessica Forsythe, President

Vanessa Kritzer, Vice President

Jeralene Anderson

David Carson

Steve Fields

Varisha Khan

Melissa Stuart

REDMOND CITY COUNCIL

AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

Staff Reports are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

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

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

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

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

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

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

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

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

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

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

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

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

In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting for the remote comment registration form.

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: September 5, 2023, Regular Meeting, and September 12, 2023, Special Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for September 5, 2023](#)

[Special Meeting Minutes for September 12, 2023](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, August 31, 2023](#)

[Payroll Check Approval Register, September 8, 2023](#)

3. [AM No. 23-123](#) Approval of a Consultant Agreement in the Amount of \$256,685 for the Design of West Lake Sammamish Parkway Pavement Preservation Project, and Approval of Revenue from the Puget Sound Regional Council in the Amount of \$1,436,000

Department: Public Works

[Attachment A: Vicinity Map](#)

[Attachment B: CIP Project Summary](#)

[Attachment C: Consultant Agreement](#)

Legislative History

9/5/23 Committee of the Whole - referred to the City Council
Planning and Public Works

4. [**AM No. 23-124**](#) Approval of the Redmond Community Van Agreement

Department: Planning and Community Development

[Attachment A: Agreement](#)

[Attachment B: Redmond Community Van Information](#)

Legislative History

9/5/23 Committee of the Whole - referred to the City Council
Planning and Public Works

5. [**AM No. 23-125**](#) Approval of the National League of Cities Advancing Economic Mobility Grant in the Amount of \$15,000

Department: Planning and Community Development

[Attachment A: Redmond Rapid Grant MOU](#)

[Attachment B: Grant Application Narrative and Supporting Documents](#)

Legislative History

9/5/23 Committee of the Whole - referred to the City Council
Planning and Public Works

6. [**AM No. 23-126**](#) Acceptance of Safer Streets for All (SS4A) Action Plan Grant and Approval of PSRC Subaward Agreement

Department: Planning and Community Development

[Attachment A: PSRC Subaward Agreement](#)

[Attachment B: Subrecipient Monitoring](#)

[Attachment C: PSRC Master Agreement](#)

Legislative History

9/5/23 Committee of the Whole - referred to the City Council
Planning and Public Works

7. [**AM No. 23-127**](#) Approval of Second Amendment to the Joint Interlocal Agreement Regarding the Community Development Block Grant

Department: Planning and Community Development

[Attachment A: First Amendment to Joint ICA Regarding CDBG - redlined version](#)

[Attachment B: Second Amendment to Joint ICA regarding CDBG](#)

Legislative History

9/12/23 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

8. **AM No.** Approval of ARPA Small Business Resiliency Grant
23-128 Subrecipient Contract

Department: Planning and Community Development

[Attachment A: Subrecipient ARPA City Contract - OneRedmond](#)

[Attachment B: Redmond 2023 Small Business Resiliency Grant Proposal](#)

[Attachment C: 2020 Small Business Grant Recap](#)

Legislative History

9/12/23 Committee of the Whole - referred to the City Council
Finance, Administration,
and Communications

9. **AM No.** Approval of an Amendment to the Council Rules of
23-129 Procedure Adjusting the Public Comment Time

Council Requested

[Attachment A: DRAFT - 6th Amendment Rules of Procedure](#)

10. **AM No.** Confirmation of Appointments of New Board and
23-130 Commission Members

Department: Executive

Legislative History

9/12/23 City Council referred to the City Council

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. **Staff Reports**
2. **Ombudsperson Report**
3. **Committee Reports**

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. SPC 23-062
Type: Minutes

Approval of the Minutes: September 5, 2023, Regular Meeting, and September 12, 2023, Special Meeting (recordings are available at Redmond.gov/rctv)

CALL TO ORDER

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7:00 p.m. The meeting was held in the Redmond City Hall Council Chambers.

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Present: Councilmembers Anderson, Carson, Fields, Forsythe, Khan, Kritzer and Stuart

Absent: None

SPECIAL ORDERS OF THE DAY:

Proclamation: National Hispanic Heritage Month

Mayor Birney read the proclamation into the record.

ITEMS FROM THE AUDIENCE

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

- Alex Tsimerman - politics;
- Donna Lurie - providing mental health professionals through a co-responder model;
- Angelica Graham - providing a culturally sensitive behavior health specialist response alongside community based programs;
- Janet Richards - equity in public safety, allocated funding for a behavioral health specialist and oversight;
- Susan Cozzens - not in support of the plan for a Community Health Program and changes that should be made;
- Joy Randall - need to establish a comprehensive, transparent and accountable community health program;
- Matt Gleason - landlord responses to renter protections, in support of the community responder model;
- Michel Beard - not in support of a contract with the Fire District 45;
- David Morton - in support of item 3 on the Consent Agenda; and
- Linda Seltzer - Providing fresh produce to seniors and the Parks report.

Written comments received:

- Mary Tremain - in support of the development of Redmond's Mental Health crisis response; and
- Keith Krumm - resolution in support for a community responder program.

CONSENT AGENDA

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

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

1. Approval of the Minutes: August 2, 2023, Special Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#152401 through #152408
#1606 through #1606

\$9,746.93

#187863 through #187887
#152409 through #153186
#1607 through #1611

\$4,229,197.73

#187889 through #187913
#153187 through #153959
#1612 through #1616

\$4,379,880.21

CLAIMS CHECKS:

#14 through #724

\$20,328,793.31

3. AM No. 23-118: Acceptance of the 2023-2025 Pollution Prevention Assistance Interagency Agreement

4. AM No. 23-119: Approval of Consultant Services Agreement Supplement 1 with Perteet Engineering, in the Amount of \$110,384, for the Avondale Road Preservation Project
5. AM No. 23-120: Acceptance of the Rose Hill (NE 97th Street) Annexation Notice of Intent

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing: None

Staff Reports:

- a. AM No. 23-121: Update to Bike and Scooter Share Pilot Program

Jason Lynch, Deputy Director of Planning and Community Development, introduced this item, staff provided a presentation and responded to Councilmember inquiries.

- b. AM No. 23-122: Redmond 2050: Economic Vitality, PARCC, Housing, and Centers Policies

Jason Lynch, Deputy Director of Planning and Community Development, introduced this item, staff provided a presentation and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Carson reported receiving resident contacts regarding: customer service ticket; drowning that was avoided; gas powered leaf blowers; home ownership in downtown Redmond; election signs; Derby Days booth; emissions from a City Hall generator; urban fire preparedness; crosswalk signal; participation in an event; community responder program; meeting presentation; sleeping in public; nighttime construction noise; and candidate forum.

Councilmember Fields reported receiving an email from a resident with concerns about proper processes being followed.

Councilmember Stuart reported receiving resident contacts regarding: Redmond Pride Festival; 90th Street Pond; Parks Department staff and Redmond summer activities; Art Walk Council booth; and playgrounds.

Councilmember Kritzer reported receiving resident contacts regarding: first/last mile mobility; cultural arts center; tenant protections; community responders; rainbow crosswalk and inclusivity.

Councilmember Forsythe reported receiving resident contacts regarding: traffic; traffic signals; climate change; leaf blowers; community responders; use of chambers; King County housing repair; rainbow crosswalk; and 2050 planning.

Committee Reports:

Councilmember Forsythe provided a committee report:

- King County Public Health.

Councilmember Stuart provided a committee report:

- Committee of the Whole – Planning and Public Works.

Councilmember Kritzer provided committee reports:

- WRIA 8; and
- King Conservation District Advisory Committee

Councilmember Fields provided a committee report:

- Lodging Tax Advisory Committee.

UNFINISHED BUSINESS: NONE

NEW BUSINESS: NONE

EXECUTIVE SESSION:

- A. Potential Litigation RCW 42.30.110 (1)(i) - 30 minutes
- B. Potential Litigation RCW 42.30.110 (1)(i) - 15 minutes

Mayor Birney announced the Council will now leave the business meeting and go into Executive Session to discuss potential litigation RCW 42.30.110(1)(i) for 45 minutes. Following the

end of the Executive Session, the Council will reconvene in open session.

The Executive Session began at 9:18 pm and ended at 10:10 pm.

MOTION: Councilmember Forsythe moved to accept the settlement amount as discussed in Executive Session. The motion was seconded by Councilmember Carson.

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

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 10:11 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: September 19, 2023

CALL TO ORDER

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

ROLL CALL AND ESTABLISHMENT OF A QUORUM

Councilmembers present and establishing a quorum were: Anderson, Forsythe, Kritzer and Stuart.

Councilmembers Carson, Fields¹ and Khan were absent.

CANDIDATE INTERVIEWS

The purpose of the special meeting was to interview the candidates for the Landmark Commission, Parks, Trails and Recreation Commission, and the Library Board of Trustees.

Kimberly Dietz, Staff Liaison, introduced the Landmark Commission candidate Margaret Doman.

Margaret Doman spoke regarding her background, learning about the position, and education.

Discussion ensued regarding favorite landmark; future acquisitions and budgeting; preservation; improvements; advocacy; and determining what is historic.

Caroline Chapman, Staff Liaison, introduced the Parks, Trails and Recreation Commission candidate Gregory Laird.

Gregory Laird spoke regarding opportunities for trails; disruption of parks and trails in the city; and providing observations, input and recommendations.

Discussion ensued regarding reviewing the PARCC Plan; city parks; favorite park in the city; public art; inclusion; and gathering different perspectives.

Kara Simon, Chair of the Library Board of Trustees, introduced the Library Board of Trustees candidate Aaron Halabe.

Aaron Halabe spoke regarding his background; living in Redmond; and interest in the Library.

¹ Councilmember Fields joined the meeting at 6:56 p.m.

September 12, 2023

Discussion ensued regarding favorite book series and providing feedback to the Council.

ADJOURNMENT

There being no further business to come before the Council the special meeting adjourned at 7:01 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: September 19, 2023



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. SPC 23-063
Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 8/1 - 8/31/2023
Check Date: 8/31/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,698.15
Wires & Electronic Funds Transfers:	\$	2,213.35
Grand Total:	\$	8,911.50

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

All Checks numbered through ,
Direct deposits numbered **153960** through **153967** , and
Electronic Fund transfers **1619** through **1619**
are approved for payment in the amount of **\$8,911.50**
on this **19 day of September 2023**.

Note:

Off Cycle Payroll - Christ Woodbury - Wire codes 1617 & 1618

City of Redmond
Payroll Final Check List
Pay period: 8/1 - 8/31/2023
Check Date: 8/31/2023

Total Checks and Direct deposit:	\$	7,704.69
Wire Wilmington Trust RICS (MEBT):	\$	1,206.81
Grand Total:	\$	8,911.50

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
 Pay period: 8/16 - 8/31/2023
 Check Date: 9/8/2023

Check Total:	\$ 51,912.67
Direct Deposit Total:	\$ 2,570,574.15
Wires & Electronic Funds Transfers:	\$ 1,636,460.97
Grand Total:	<u>\$ 4,258,947.79</u>

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

All Checks numbered **187915** through **187292** ,
 Direct deposits numbered **153968** through **154744** , and
 Electronic Fund transfers **1617** through **1622**
 are approved for payment in the amount of **\$4,258,947.79**
 on this **19 day of September 2023**.

Note:

City of Redmond
Payroll Final Check List
 Pay period: 8/16 - 8/31/2023
 Check Date: 9/8/2023

Total Checks and Direct deposit:	\$ 3,777,940.81
Wire Wilmington Trust RICS (MEBT):	\$ 481,006.98
Grand Total:	<u>\$ 4,258,947.79</u>

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

DocuSigned by:

 7C0092BCC9C549B

Human Resources Director, City of Redmond
 Redmond, Washington



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-123
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	Adnan Shabir	Senior Engineer
Public Works	Mike Haley	Senior Project Manager
Public Works	Paul Cho	Engineering Manager
Public Works	Rylan Knuttgen	Engineering Manager

TITLE:

Approval of a Consultant Agreement in the Amount of \$256,685 for the Design of West Lake Sammamish Parkway Pavement Preservation Project, and Approval of Revenue from the Puget Sound Regional Council in the Amount of \$1,436,000

OVERVIEW STATEMENT:

The consultant, David Evans and Associates (DEA) has been selected to conduct the design phase of the Pavement Management- West Lake Sammamish Parkway Preservation Project No. 20012311. The project will rehabilitate the asphalt roadway on West Lake Sammamish Parkway from approximately one hundred feet north of Marymoor Way to Leary Way NE. Future supplemental agreement(s) would cover the construction phase services. The total cost of the design Agreement with DEA is \$256,685.

The project includes revenue for both design and construction from the Puget Sound Regional Council in the amount of \$1,436,000. This approval would include accepting this revenue for the project.

This approval would also authorize staff to secure property rights necessary to construct and maintain the project.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan
Redmond Comprehensive Plan
- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503).
- **Council Request:**
N/A
- **Other Key Facts:**
Request for proposals advertised in May and June 2023, proposals received, and interviews completed. DEA selected as the design consultant.

OUTCOMES:

West Lake Sammamish Parkway is a key corridor for Redmond. Approving this consultant agreement will allow for the design to start and authorize staff to secure property rights, if needed. In addition to rehabilitating the asphalt roadway between Marymoor Way and Leary Way NE, the project includes new channelization and new vehicle loop detectors.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

Total cost of the Consultant Agreement is \$256,685.

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

Budget Offer Number:

Transportation CIP project rank #6

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):
2023-2028 Approved CIP

Transportation CIP: \$1,831,700
PSRC Federal Grant funds \$1,436,000
Total Funded: \$3,267,700

Budget/Funding Constraints:
Puget Sound Regional Council (PSRC) grant construction obligation deadline is June 1, 2024.

☐ **Additional budget details attached.**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/5/2023	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:
Construction funds must be obligated for the grant by June 1, 2024. The design of the project must begin as soon as possible to meet that grant obligation deadline.

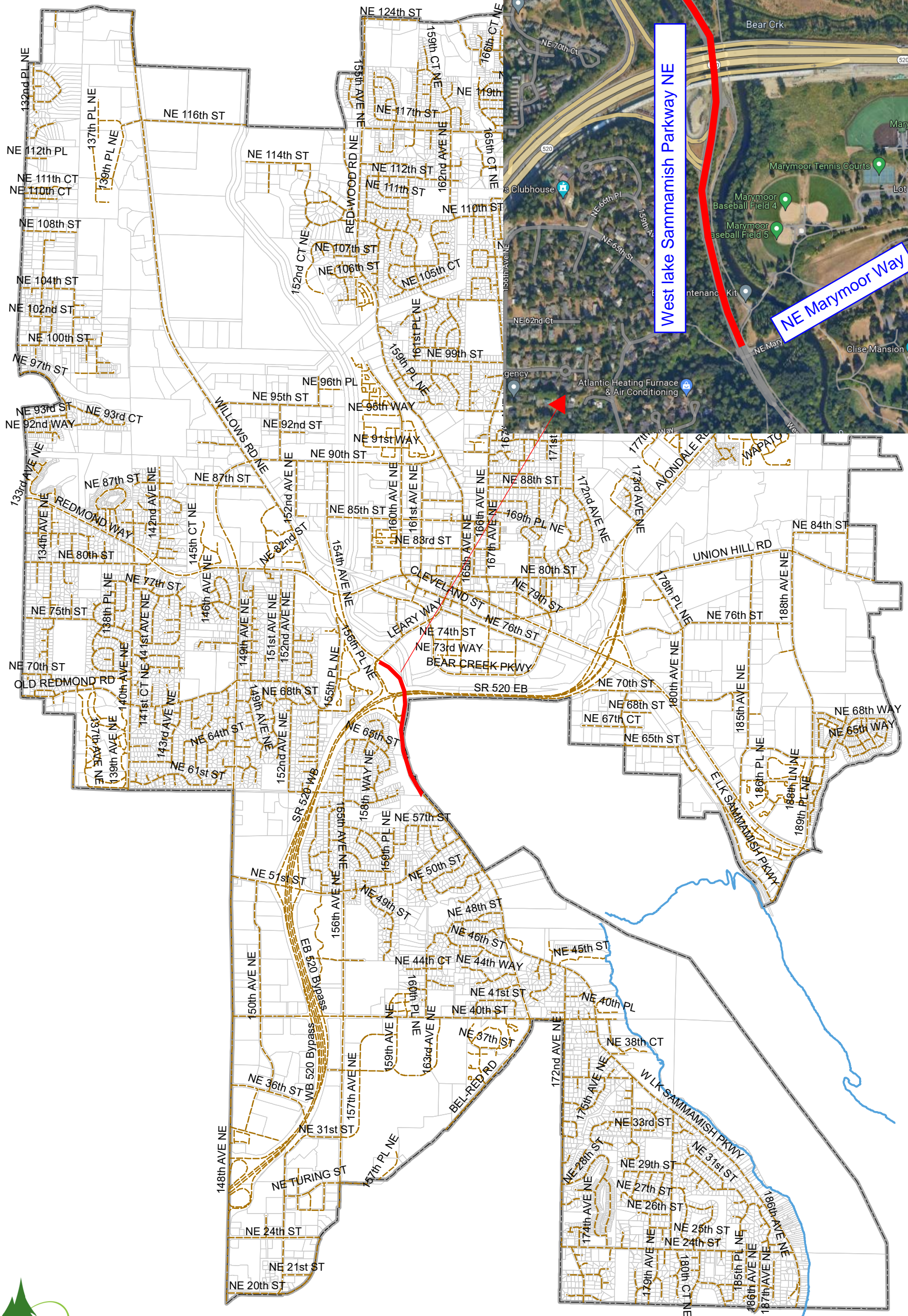
ANTICIPATED RESULT IF NOT APPROVED:

The City will not be able to complete the project design in time to meet the construction grant deadline, therefore, the pavement preservation project will not occur, and pavement deterioration will continue.

ATTACHMENTS:

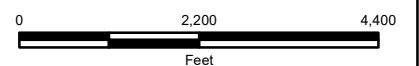
Attachment A: Vicinity Map
Attachment B: Approved CIP Project Summary
Attachment C: WLSP DEA-Redmond Consultant Agreement- 8-30-23

Pavement Management Program- West Lake Sammamish Parkway Preservation CIP



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

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



CIP Project Information Sheet

Project Name: Pavement Management Project - West Lake Sammamish Parkway (North of Marymoor to Leary Way)

Project Status: Existing - Revised

Functional Area(s): Transportation

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

Neighborhood: Overlake

Time Frame: 2023-2025

Budget Priority: Vibrant and Connected

Citywide Rank: 6

Functional Area Priority: High

Location: West Lake Sammamish Parkway from North of Marymoor to Leary Way

Description:

Rehabilitate and overlay pavement to extend useful life.

Anticipated Outcomes: *Primary:* *Secondary:*

Finished pavement has a pavement index (PCI) of 90 or higher and provides 20 years of life (with proper maintenance).

Request: *Primary Reason(s):*

City received Federal grant funding and poor pavement condition warrants repairs. Cost increase due to inflation. Schedule follows Federal grant timeline.

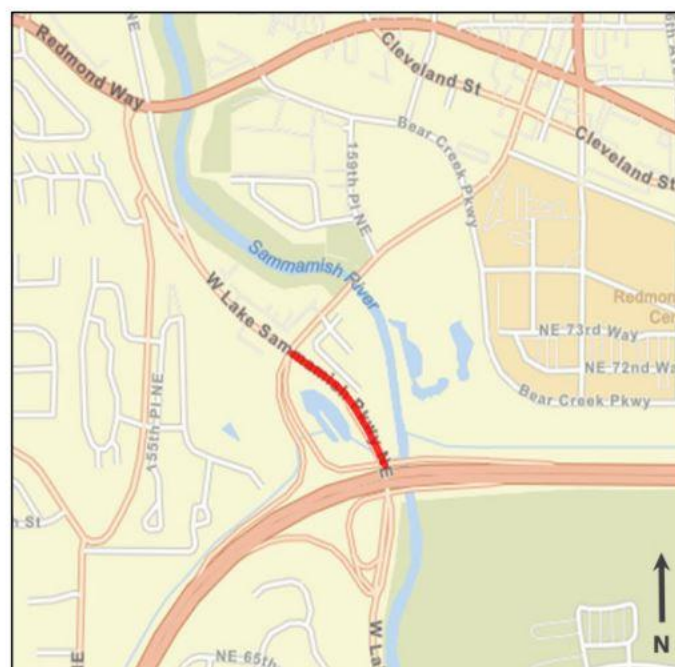
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$300,000	\$1,500,000						\$1,800,000
Approved Changes									
Current Approved Budget		\$300,000	\$1,500,000						\$1,800,000
Proposed New Budget		\$840,588	\$1,852,333	\$574,772					\$3,267,693
Proposed changes due to	___ Scope Change		X Schedule Change		X Budget Change				

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$315,975							\$315,975
Right of Way		\$32,407							\$32,407
Design (31-100%)		\$135,418	\$180,557						\$315,975
Construction			\$1,178,461	\$441,923					\$1,620,384
Contingency		\$356,788	\$493,315	\$132,849					\$982,952
Total		\$840,588	\$1,852,333	\$574,772					\$3,267,693

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Grant		\$1,500,000		\$1,500,000
General Fund		\$715,000		\$715,000
Business Tax		\$1,052,693		\$1,052,693
Total		\$3,267,693		\$3,267,693



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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes 21% Project Goal <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

[See attached scope of services](#)

EXHIBIT A

SCOPE OF SERVICES

CITY OF REDMOND

West Lake Sammamish Parkway Preservation Project (North of Marymoor Way to Leary Way)

**Federal Aid No. STBGUL 1905(007)
(Project # 20012311)**

Prepared by:

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

August 22, 2023

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TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.1. Project Description

The City of Redmond (CITY) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for the West Lake Sammamish Parkway Preservation (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on West Lake Sammamish Parkway; and replacing vehicle loop detectors. The project limits are from the north of Marymoor Way to Leary Way. The project's construction limits will not overlap with any existing crosswalks, thus not requiring the upgrade needs to ADA curb ramp upgrades nor pedestrian traffic signal facilities. Since the existing channelization layout will not be revised, WSDOT Channelization Plans for Approval will not be required.

The major features of the projects include:

- Pavement Rehabilitation Report for West Lake Sammamish Parkway.
- Traffic control plans.
- Environmental documentation and permitting.
- Preliminary and final submittals of Plans, Specifications, and Estimate (PS&E) contract documents.

1.2. Project Deliverables Furnished by the CONSULTANT

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

- Existing base mapping in sheet format for design features to be shown.
- Draft and Final Categorical Exclusion Documentation Form.
- Draft and Final SEPA Adoption Notice.
- Draft and Final WSDOT General Permit.
- Draft and Final Redmond Right-of-Way Permit.
- Draft and Final Redmond Shoreline Exemption.
- Draft and Final Pavement Report.
- 30% PS&E (electronic PDF files) for review by the CITY.
- 60% PS&E (electronic PDF files) for review by the CITY.
- 90% PS&E (electronic PDF files) for review by the CITY.
- Stamped and signed final plan set and specifications (electronic PDF files).
- Estimate corresponding to the bid schedule (electronic PDF and Excel files).
- Draft and final Pavement Report (electronic PDF files).
- As-Bid set of specifications and plans (electronic PDF files).
- Addendums during bid advertisement.
- Responses to bidders questions prior to bid opening.

1.3. Responsibilities and Services Provided by the CITY

The CITY will:

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

1.4. Project Assumptions

- All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CADD standards. The standard sheet size for all plans will be 22"x34" and drawn at one-inch equals twenty feet (1" = 20'). 11"x17" half-size plans will be at 1 inch = 40 feet.
- Specifications will follow the 2024 WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project duration for final design is assumed to be seven (7) months.

TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

2.1. Project Management

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

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

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

2.2. Subconsultant Coordination

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

2.3. Develop Project Schedule

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a seven (7)-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates

2.4. Monthly Invoices/Progress Reports

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

Deliverables:

- Monthly Invoices and Progress Reports (8 total)

2.5. Progress Meetings

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

The CONSULTANT shall prepare for, attend, and document up to fourteen (14) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend two (2) meeting every month, via Teams meeting, with two staff and the CITY's project manager for the duration of the project.

The CONSULTANT shall prepare weekly email updates of activities completed during the week and shall include the following week's activities.

Deliverables:

- Meeting Minutes (16 total)
- Weekly Email Updates (28 total)

2.6. Quality Control/Quality Assurance Review

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

2.7. Change Management

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

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

TASK 3.0 SURVEY AND BASEMAP PREPARATION

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

3.1. Base Mapping Using City Provided Data

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

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

3.2. Data Collection

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

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

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

The project/survey northern and southern limits for the PROJECT are shown in the figures below. The eastern and western limits are curb line to curb line including the northbound right turn lane at Leary Way and southbound right turn lane at State Route (SR) 520 eastbound on-ramp (see Figure 3).

Figure 1. Project Northern Limit

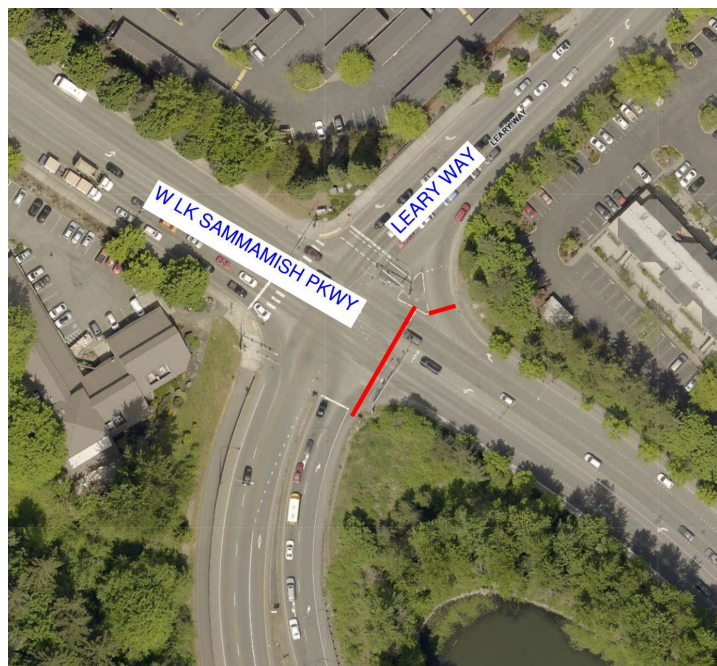


Figure 2. Project Southern Limit

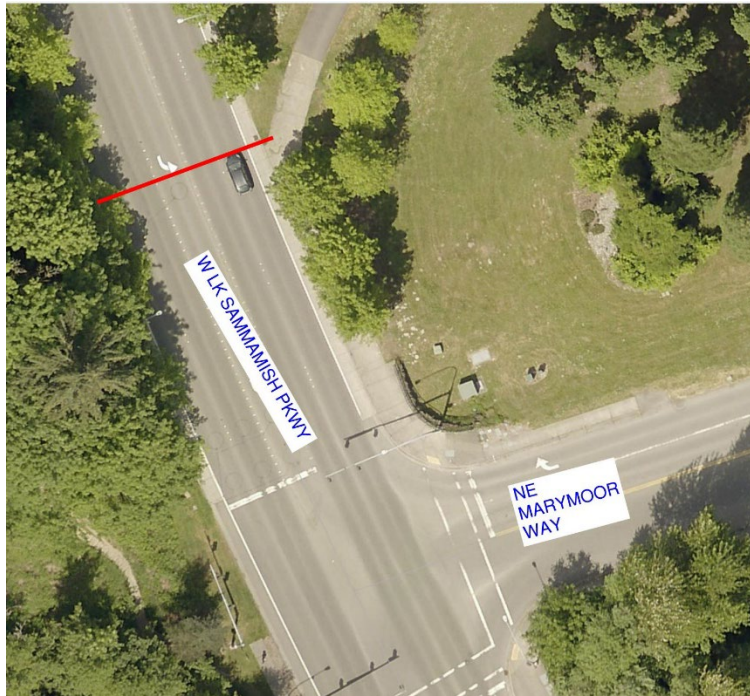
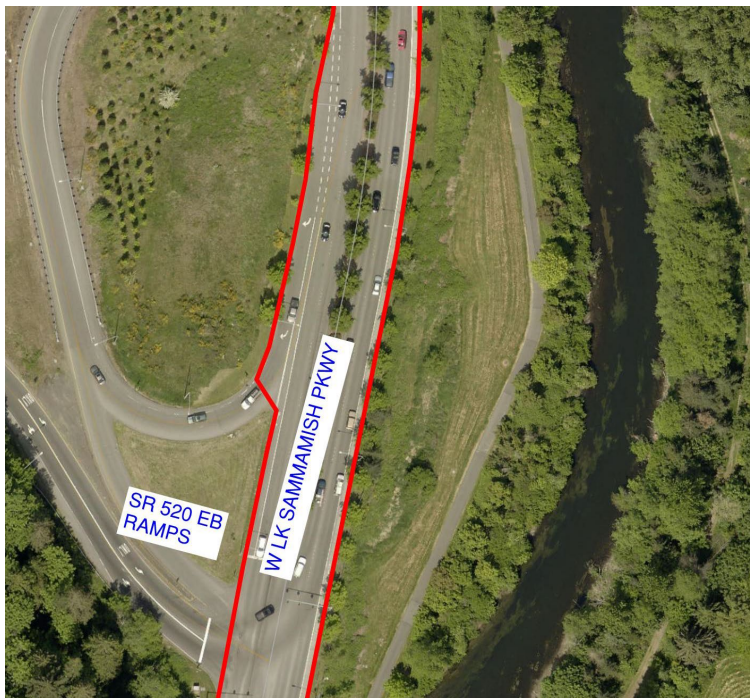


Figure 3. Project Southern Limit at SR 520 Ramps



Deliverables:

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

C:\Users\la1shabir\OneDrive - City of Redmond\WLSPP Pavement-Design Documents\Consultant Agreements\Final Docs\2023-0822 WLSPP Pavement_Scope of Work_r3 (002).docx

TASK 4.0 ENVIRONMENTAL DOCUMENTATION

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

4.1. Environmental Meetings

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

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Highways and Local Programs (H&LP) staff to request a NEPA Kick-off meeting (including site visit), at which the CONSULTANT (DEA) shall confirm with WSDOT H&LP Environmental Staff the proposed approach and submittal requirements.

Assumptions:

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

Deliverables:

- Meeting Agenda
- Meeting Minutes

4.2. NEPA/SEPA Compliance

Since the project qualifies for a NEPA categorical exclusion under 23 CFR 771.117(d), the CONSULTANT will prepare DOT form 140-100 (NEPA Categorical Exclusion Documentation Form [CED]) for review by the City and H&LP. Other federal regulations triggered by the federal funding (e.g., NHPA Section 106, ESA Section 7, Executive Order 12989, etc.) don't apply to this project since it doesn't affect any historic/cultural resources, endangered species, environmental justice populations, etc. and all work is within the existing roadway. Compliance for these federal requirements will consist of letters to file and correspondence with agencies to confirm compliance. The CONSULTANT will prepare these letters for H&LP to coordinate with the federal agencies on the project's exclusion from these requirements. The NEPA CED will be adopted to satisfy SEPA.

Deliverables:

- Draft CED for CITY and H&LP review.
- Final CED for signature.
- Draft SEPA Adoption Notice for CITY and H&LP review.
- Final SEPA Adoption Notice for signature.

4.3. Permitting

The CONSULTANT will prepare the following permit applications and exhibits:

- Stormwater Pollution Prevention Plan (SWPPP)
- Redmond SEPA Exemption

- WSDOT General Permit
- Redmond Right-of-Way Permit
- Redmond Shoreline Exemption

Assumptions:

- CITY environmental permits anticipated for the PROJECT are a shoreline exemption and SEPA determination.
- No state or federal aquatic permits are anticipated for the PROJECT.
- The CONTRACTOR will use final SWPPP as their basis for their SWPPP submittal.

Deliverables:

- Draft SWPPP.
- Final SWPPP.
- Draft Redmond SEPA Exemption.
- Final Redmond SEPA Exemption.
- Draft WSDOT General Permit for CITY and H&LP review.
- Final WSDOT General Permit for signature.
- Draft Redmond Right-of-Way Permit for CITY review.
- Final Redmond Right-of-Way Permit for signature.
- Draft Redmond Shoreline Exemption for CITY review.
- Draft Redmond Shoreline Exemption for signature.

TASK 5.0 UTILITY COORDINATION

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

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

Deliverables:

- Exhibits.
- Responses to questions.

TASK 6.0 AGENCY COORDINATION

6.1. WSDOT Coordination

The CONSULTANT shall arrange, prepare for, attend, and prepare meeting minutes for meetings with WSDOT to discuss the project. Items that will need WSDOT coordination include WSDOT General Permit, channelization restoration within WSDOT Limited Access, off and on ramp allowable closure times, and traffic control plans.

This task also includes coordination with WSDOT through e-mails and Teams meetings.

The CONSULTANT shall prepare electronic copies submittal of the 90% and 100% for WSDOT Local Program and WSDOT Construction Traffic review. The CONSULTANT shall address WSDOT's comments.

For budgetary purposes, it is assumed up to five (5) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

Deliverables:

- Meeting Agendas
- Meeting Minutes

6.2. King County Parks Coordination

The CONSULTANT (DEA) shall arrange, prepare for, attend, and prepare meeting minutes for meetings with King County Parks to discuss the project. Since Marymoor Park hosts several events that generate high volumes of traffic, the goal of these meetings with King County Parks is to identify these events so that the CITY can determine if the PROJECT needs to implement restricted work hours and/or days due to these events.

If restrictions are needed, the CONSULTANT (DEA) shall incorporate them into the contract special provisions.

For budgetary purposes, it is assumed up to three (3) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

Deliverables:

- Meeting Agendas
- Meeting Minutes

TASK 7.0 PAVEMENT REPORT

The CONSULTANT (HWA) shall perform pavement evaluation and testing and shall prepare a pavement report for West Lake Sammamish Parkway.

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

The CONSULTANT (HWA) shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from the north end of NE Marymoor Way intersection to south end of Leary Way intersection. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location. Eight 6-inch diameter pavement cores (two in each travel lane) will be taken. Hand auger explorations to a depth of about two feet at each core location will be performed. Cores will be patched with Aqua Permanent Cold Patch, compacted in lifts, matching existing pavement thickness. The CONSULTANT (HWA) shall arrange for utility locates prior to coring.

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

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

The CONSULTANT (DEA) shall review the Pavement Rehabilitation Report for West Lake Sammamish Parkway and implement its recommendations.

Deliverables:

- Draft West Lake Sammamish Parkway Pavement Report (electronic PDF files).
- Final West Lake Sammamish Parkway Pavement Report (electronic PDF files).

TASK 8.0 DESIGN

8.1. Project Site Visits

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

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

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

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

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

The CONSULTANT (CE) shall prepare traffic signal plans for the traffic signal system modifications required due to the grinding of West Lake Sammamish Parkway. Traffic signal system modifications will be limited to the replacement of loop detectors since pedestrian crossings will not be impacted. The following West Lake Sammamish Parkway NE corridor intersection legs are expected to be impacted with the PROJECT.

- Redmond Signal: North Leg of intersection with NE Marymoor Way
- WSDOT Signal: South Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: North Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: South Leg of intersection with SR 520 Westbound On Ramp/Leary Way

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

Assumptions:

- The CONSULTANT (DEA, CE) shall use, as much as possible, bid items listed in WSDOT Standard Bid Items and/or WSDOT/APWA Standard Specifications.
- For concrete pavement bike lane surfacing, spot concrete panel repair may be needed.
- For concrete pavement bike lane surfacing, the existing pavement markings will be removed and replaced with pavement markings in accordance to Redmond's Standard Details.

Deliverables:

C:\Users\la1shabir\OneDrive - City of Redmond\WLSPP Pavement-Design Documents\Consultant Agreements\Final Docs\2023-0822 WLSPP Pavement_Scope of Work_r3 (002).docx

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

8.3. 100% PS&E Documents

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

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

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

Deliverables:

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

8.4. Assistance During Bid Period

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

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

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

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

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

Assumptions:

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

Deliverables:

- Provide responses to bidders' questions.
- Addenda documentation (electronic PDF files).

C:\Users\la1shabir\OneDrive - City of Redmond\WLSPP Pavement-Design Documents\Consultant Agreements\Final Docs\2023-0822 WLSPP Pavement_Scope of Work_r3 (002).docx

- As-Bid Plans and Contract Provisions (electronic PDF files).

TASK 9.0 COMMUNITY OUTREACH SUPPORT

The CITY will take the lead on public involvement work.

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

Deliverables:

- Exhibits and/or Graphics for Community Outreach.

TASK 10.0 OPTIONAL SERVICE

10.1. Construction Support Services

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

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

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

Exhibit B

DBE Participation Plan

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

[See attached DBE Participation Plan](#)

David Evans and Associates, Inc. (DEA)

***DBE Inclusion Plan
for
City of Redmond***

***West Lake Sammamish Parkway Preservation (North of Marymoor Way to
Leary Way)***

General Description of Work:

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for roadway preservation for the West Lake Sammamish Parkway Preservation project located in Redmond, WA.

1. SUBCONTRACTING

The work associated with this Task Order/Project is subject to a Disadvantage Business Enterprise (DBE) minimum goal of 21 percent (21%). DEA will make a good faith effort to achieve a participation of at least 21% by one or more certified DBE firms.

2. DIVERSE BUSINESS SUBCONTRACTORS

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

Name of DBE Firm	DBE Certification	Specialty Services
HWA GeoSciences, Inc.	Yes/DBE	Pavement Analysis and Design
Concord Engineering	Yes/DBE	Traffic Signal/Traffic Control

For this project, HWA and Concord are expected to be contracted for approximately \$116,880, which will likely exceed the 21% goal.

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

3. DIVERSITY EXPERT

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

4. PAST PERFORMANCE OR STRATEGIES

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

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

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

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

5. PROMPT PAYMENT AND DISPUTE RESOLUTION

Prompt Payments:

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

Disputed Billings:

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime

Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

6. OTHER

Not applicable

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant
Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency
Deliverables outlined in Scope of Work Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided
Agency furnished services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets

Word Documents

PDF files

Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite
N/A

B. Electronic Messaging System
N/A

C. File Transfers Format
PDF, ZIP, Word, Excel, Project, CAD

Exhibit D

Prime Consultant Cost Computations

See attached prime spreadsheets.

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

David Evans and Associates, Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Project Manager IV (PJM4)	131		\$ 283.12		\$37,089
2	Project Manager III (PJM3)	14		\$ 220.03		\$3,080
3	Engineer III (ENG3)	238		\$ 135.41		\$32,227
4	Engineering Designer II (END2)	200		\$ 122.91		\$24,582
5	Project Manager III (PJM3)	44		\$ 233.88		\$10,291
6	Project Coordinator III (PJC3)	16		\$ 119.40		\$1,910
7	Project Accountant IV (PAC4)	11		\$ 140.94		\$1,550
8	Scientist II (SCI2)	80		\$ 118.48		\$9,478
9	GIS Analyst IV (GIA4)	16		\$ 156.95		\$2,511

Total Hrs. 750

Salary Cost **\$ 122,719**

Salary Escalation Cost (estimated)

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

Total Salary Cost **\$ 122,719**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	0	sets @	\$100 /set	\$ -
Half-Size Plans	0	sets @	\$50 /set	\$ -
Specifications	0	sets @	\$50 /set	\$ -
Mail/Deliveries/Fed Ex	4	@	\$35 /each	\$ 140.00
Mileage	75	miles @	\$0.655 /mile	\$ 49.13
Subtotal				\$ 189

David Evans and Associates Total **\$ 122,908**

Subconsultants

	-	DBE	Hrs	\$ Total
HWA GeoSciences Inc.		14.7%	138	\$ 34,323
Concord Engineering		32.62%	454	\$ 76,118
Total		47.3%	592	
Subconsultant Total				\$ 110,442

Direct Expenses Sub-Total (including Subconsultants) **\$ 110,631**

Total Costs **\$ 233,350**

Management Reserve Fund (10%) **\$ 23,335**

Total Costs with Management Reserve Fund **\$ 256,685**

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

David Evans and Associates, Inc.

Work Element #	Work Element	1 Project Manager IV (PJM4)	2 Project Manager III (PJM3)	3 Engineer III (ENG3)	4 Engineering Designer II (END2)	5 Project Manager III (PJM3)	6 Project Coordinator III (PJC3)	7 Project Accountant IV (PAC4)	8 Scientist II (SCI2)	9 GIS Analyst IV (GIA4)	DEA Total hrs	DEA Total \$
2.0	Project Management and Coordination											
2.1	Project Management	20					8	3			31	\$7,040
2.2	Subconsultant Coordination	20									20	\$5,662
2.3	Develop Project Schedule	16									16	\$4,530
2.4	Monthly Invoices/Progress Reports	8					8	8			24	\$4,348
2.5	Progress Meetings	14		14							28	\$5,859
2.6	Quality Control/Quality Assurance Review		2								2	\$440
2.7	Change Management	2									2	\$566
	Work Element 2.0 Total	80	2	14			16	11			123	\$28,446
3.0	Survey and Basemap Preparation											
3.1	Base Mapping Using City Provided Data			24	40						64	\$8,166
3.2	Data Collection			24	24						48	\$6,200
	Work Element 3.0 Total			48	64						112	\$14,366
4.0	Environmental Documentation											
4.1	Environmental Meetings	2				4					6	\$1,502
4.2	NEPA/SEPA Compliance	2				24			40	12	78	\$12,802
4.3	Permitting	2				16			40	4	62	\$9,675
	Work Element 4.0 Total	6				44			80	16	146	\$23,979
5.0	Utility Coordination	2		8							10	\$1,649
	Work Element 5.0 Total	2		8							10	\$1,649
6.0	Agency Coordination											
6.1	WSDOT Coordination	10		10							20	\$4,185
6.2	King County Parks Coordination	6		6							12	\$2,511
	Work Element 6.0 Total	16		16							32	\$6,696
7.0	Pavement Report	1		2							3	\$554
	Work Element 7.0 Total	1		2							3	\$554
8.0	Design											
8.0	Project Site Visits			6	6						12	\$1,550
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)											
8.2.1	30% Submittal	2	4	24	34						64	\$8,875
8.2.2	60% Submittal	10	4	50	30						94	\$14,169
8.2.3	90% Submittal	4	2	30	30						66	\$9,322
8.3	100% PS&E Documents	4	2	30	30						66	\$9,322
8.4	Assistance During Bid Period	4		4							8	\$1,674
	Work Element 7.0 Total	24	12	144	130						310	\$44,912
9.0	Community Outreach Support											
	Exhibits/Graphics Preparation	2		6	6						14	\$2,116
	Work Element 9.0 Total	2		6	6						14	\$2,116
10.0	Optional Service											
	Additional investigations and design services											
	Construction Engineering Support											
	Construction Management and Inspection Support											
	Record Drawings Preparation											
	Work Element 10.0 Total											
	EXPENSES											\$189
	SALARY ESCALATION											
	PROJECT WORK ELEMENTS TOTALS	131	14	238	200	44	16	11	80	16	750	\$122,908

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

Consultant Hours Summary

Work Element #	Work Element	DEA Total Hours	HWA Total Hours	CE Total Hours	Total Hrs	% of Total Hours
		Total hrs	Total hrs	Total hrs	Total Hrs	%
2.0	Project Management and Coordination					
2.1	Project Management	31			31	2.31%
2.2	Subconsultant Coordination	20			20	1.49%
2.3	Develop Project Schedule	16			16	1.19%
2.4	Monthly Invoices/Progress Reports	24		16	40	2.98%
2.5	Progress Meetings	28		16	44	3.28%
2.6	Quality Control/Quality Assurance Review	2		30	32	2.38%
2.7	Change Management	2		2	4	0.30%
	Work Element 2.0 Total	123		64	187	13.93%
3.0	Survey and Basemap Preparation					
3.1	Base Mapping Using City Provided Data	64			64	4.77%
3.2	Data Collection	48			48	3.58%
	Work Element 3.0 Total	112			112	8.35%
4.0	Environmental Documentation					
4.1	Environmental Meetings	6			6	0.45%
4.2	NEPA/SEPA Compliance	78			78	5.81%
4.3	Permitting	62			62	4.62%
	Work Element 4.0 Total	146			146	10.88%
5.0	Utility Coordination	10			10	0.75%
	Work Element 5.0 Total	10			10	0.75%
6.0	Agency Coordination					
6.1	WSDOT Coordination	20		8	28	2.09%
6.2	Pavement Analysis and Report - NE 51st Street	12			12	0.89%
	Work Element 6.0 Total	32		8	40	2.98%
7.0	Pavement Report	3	138		141	10.51%
	Work Element 7.0 Total	3	138		141	10.51%
8.0	Design					
8.0	Project Site Visits	12		20	32	2.38%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	64			64	4.77%
8.2.2	60% Submittal	94		204	298	22.21%
8.2.3	90% Submittal	66		80	146	10.88%
8.3	100% PS&E Documents	66		60	126	9.39%
8.4	Assistance During Bid Period	8		18	26	1.94%
	Work Element 7.0 Total	310		382	692	51.56%
9.0	Community Outreach Support					
	Exhibits/Graphics Preparation	14			14	1.04%
	Work Element 9.0 Total	14			14	1.04%
	Optional Service					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	Work Element 10.0 Total					
PROJECT WORK ELEMENTS TOTALS		750	138	454	1342	100.00%

Exhibit D
City of Redmond
West Lake Sammamish Parkway Preservation

Consultant Cost Summary

Work Element #	Work Element	DEA Total Costs	HWA Total Costs	CE Total Costs	Total Costs	% of Total \$
#		Total \$	Total \$	Total \$	Total \$	%
2.0	Project Management and Coordination					
2.1	Project Management	\$7,040			\$7,040	2.74%
2.2	Subconsultant Coordination	\$5,662			\$5,662	2.21%
2.3	Develop Project Schedule	\$4,530			\$4,530	1.76%
2.4	Monthly Invoices/Progress Reports	\$4,348		\$2,610	\$6,957	2.71%
2.5	Progress Meetings	\$5,859		\$3,742	\$9,601	3.74%
2.6	Quality Control/Quality Assurance Review	\$440		\$7,533	\$7,973	3.11%
2.7	Change Management	\$566		\$468	\$1,034	0.40%
	Work Element 2.0 Total	\$28,446		\$14,353	\$42,799	16.67%
3.0	Survey and Basemap Preparation					
3.1	Base Mapping Using City Provided Data	\$8,166			\$8,166	3.18%
3.2	Data Collection	\$6,200			\$6,200	2.42%
	Work Element 3.0 Total	\$14,366			\$14,366	5.60%
4.0	Environmental Documentation					
4.1	Environmental Meetings	\$1,502			\$1,502	0.59%
4.2	NEPA/SEPA Compliance	\$12,802			\$12,802	4.99%
4.3	Permitting	\$9,675			\$9,675	3.77%
	Work Element 4.0 Total	\$23,979			\$23,979	9.34%
5.0	Utility Coordination	\$1,649			\$1,649	0.64%
	Work Element 5.0 Total	\$1,649			\$1,649	0.64%
6.0	Agency Coordination					
6.1	WSDOT Coordination	\$4,185		\$1,566	\$5,751	2.24%
6.2	Pavement Analysis and Report - NE 51st Street	\$2,511			\$2,511	0.98%
	Work Element 6.0 Total	\$6,696		\$1,566	\$8,262	3.22%
7.0	Pavement Report	\$554	\$26,063		\$26,617	10.37%
	Work Element 7.0 Total	\$554	\$26,063		\$26,617	10.37%
8.0	Design					
8.0	Project Site Visits	\$1,550		\$3,141	\$4,691	1.83%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	\$8,875			\$8,875	3.46%
8.2.2	60% Submittal	\$14,169		\$32,182	\$46,351	18.06%
8.2.3	90% Submittal	\$9,322		\$12,408	\$21,730	8.47%
8.3	100% PS&E Documents	\$9,322		\$9,267	\$18,589	7.24%
8.4	Assistance During Bid Period	\$1,674		\$3,058	\$4,732	1.84%
	Work Element 7.0 Total	\$44,912		\$60,056	\$104,968	40.89%
9.0	Community Outreach Support					
	Exhibits/Graphics Preparation	\$2,116			\$2,116	0.82%
	Work Element 9.0 Total	\$2,116			\$2,116	0.82%
	Optional Service					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	Work Element 10.0 Total					
	Direct Expenses	\$189	\$8,260	\$144	\$8,593	3.35%
	Management Reserve	\$23,335			\$23,335	9.09%
	PROJECT WORK ELEMENTS TOTALS	\$122,908	\$34,323	\$76,118	\$256,685	100.00%

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
BU/COE Sr. Manager I (BUS1)	\$78.50	\$140.31	\$22.77	\$241.58
BU/COE Sr. Manager II (BUS2)	\$95.18	\$170.12	\$27.60	\$292.91
BU/COE Sr. Manager III (BUS3)	\$151.00	\$269.90	\$43.79	\$464.69
Business Development Leader I (BUD1)	\$61.00	\$109.03	\$17.69	\$187.72
Business Development Leader II (BUD2)	\$110.63	\$197.74	\$32.08	\$340.45
Business Development Leader III (BUD3)	\$92.50	\$165.33	\$26.83	\$284.66
Business Development Leader IV (BUD4)	\$144.00	\$257.39	\$41.76	\$443.15
COE Delivery Leader III (CDL3)	\$75.50	\$134.95	\$21.90	\$232.34
Construction Inspector I (CIN1)	\$35.00	\$62.56	\$10.15	\$107.71
Construction Inspector III (CIN3)	\$46.50	\$83.11	\$13.49	\$143.10
Construction Services Manager III (CSM3)	\$79.00	\$141.20	\$22.91	\$243.11
Designer II (DES2)	\$39.40	\$70.42	\$11.43	\$121.25
Designer III (DES3)	\$58.00	\$103.67	\$16.82	\$178.49
Designer IV (DES4)	\$65.72	\$117.47	\$19.06	\$202.25
Designer V (DES5)	\$67.32	\$120.33	\$19.52	\$207.17
Electrical Engineer II (ELE2)	\$44.72	\$79.93	\$12.97	\$137.62
Electrical Engineer III (ELE3)	\$47.32	\$84.58	\$13.72	\$145.62
Engineering Designer I (END1)	\$41.00	\$73.28	\$11.89	\$126.17
Engineering Designer II (END2)	\$51.00	\$91.16	\$14.79	\$156.95
Engineer III (ENG3)	\$59.00	\$105.46	\$17.11	\$181.57
Engineer IV (ENG4)	\$58.98	\$105.42	\$17.10	\$181.51
Engineer V (ENG5)	\$72.00	\$128.69	\$20.88	\$221.57
Engineer VI (ENG6)	\$90.00	\$160.87	\$26.10	\$276.97
Engineer VII (ENG7)	\$91.04	\$162.72	\$26.40	\$280.17
Field Survey Technician I (FST1)	\$25.85	\$46.20	\$7.50	\$79.55
Field Survey Technician II (FST2)	\$27.50	\$49.15	\$7.98	\$84.63
Field Survey Technician IV (FST4)	\$33.00	\$58.98	\$9.57	\$101.55
GIS Analyst II (GIA2)	\$42.50	\$75.96	\$12.33	\$130.79
GIS Analyst IV (GIA4)	\$51.00	\$91.16	\$14.79	\$156.95
Graphic Designer III (GRD3)	\$48.20	\$86.15	\$13.98	\$148.33
Intern I (INT1)	\$18.50	\$33.07	\$5.37	\$56.93
Intern II (INT2)	\$23.00	\$41.11	\$6.67	\$70.78
Landscape Architect IV (LAR4)	\$42.76	\$76.43	\$12.40	\$131.59
Landscape Architect V (LAR5)	\$51.50	\$92.05	\$14.94	\$158.49
Landscape Designer IV (LAD4)	\$44.50	\$79.54	\$12.91	\$136.94

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Marketer III (MKT3)	\$43.86	\$78.40	\$12.72	\$134.97
Marketer IV (MKT5)	\$60.86	\$108.78	\$17.65	\$187.29
Office Survey Technician I (OST1)	\$31.00	\$55.41	\$8.99	\$95.40
Office Survey Technician III (OST3)	\$38.00	\$67.92	\$11.02	\$116.94
Office Survey Technician IV (OST4)	\$37.00	\$66.13	\$10.73	\$113.86
Office Survey Technician V (OST5)	\$45.00	\$80.43	\$13.05	\$138.48
Party Chief I (PCH1)	\$34.50	\$61.67	\$10.01	\$106.17
Party Chief II (PCH2)	\$41.50	\$74.18	\$12.04	\$127.71
Party Chief III (PCH3)	\$45.50	\$81.33	\$13.20	\$140.02
Party Chief IV (PCH4)	\$53.00	\$94.73	\$15.37	\$163.10
Planner II (PLN2)	\$45.36	\$81.08	\$13.15	\$139.59
Planner III (PLN3)	\$55.04	\$98.38	\$15.96	\$169.38
Project Accountant III (PAC3)	\$38.02	\$67.96	\$11.03	\$117.00
Project Accountant IV (PAC4)	\$45.80	\$81.86	\$13.28	\$140.94
Project Accountant V (PAC5)	\$48.51	\$86.71	\$14.07	\$149.28
Project Controls Spec. III (PCS3)	\$43.22	\$77.25	\$12.53	\$133.01
Project Coordinator I (PJC1)	\$30.14	\$53.87	\$8.74	\$92.75
Project Coordinator II (PJC2)	\$33.50	\$59.88	\$9.72	\$103.09
Project Coordinator III (PJC3)	\$39.60	\$70.78	\$11.48	\$121.87
Project Coordinator IV (PJC4)	\$40.50	\$72.39	\$11.75	\$124.63
Project Coordinator V (PJC5)	\$43.50	\$77.75	\$12.62	\$133.87
Project Manager I (PJM1)	\$45.50	\$81.33	\$13.20	\$140.02
Project Manager II (PJM2)	\$61.00	\$109.03	\$17.69	\$187.72
Project Manager III (PJM3)	\$76.00	\$135.84	\$22.04	\$233.88
Project Manager IV (PJM4)	\$94.10	\$168.19	\$27.29	\$289.58
Project Manager V (PJM5)	\$105.78	\$189.07	\$30.68	\$325.53
Project Manager VI (PJM6)	\$119.56	\$213.70	\$34.67	\$367.93
Project Surveyor I (PSV1)	\$51.00	\$91.16	\$14.79	\$156.95
Project Surveyor III (PSV3)	\$59.50	\$106.35	\$17.26	\$183.11
Project Surveyor IV (PSV4)	\$69.00	\$123.33	\$20.01	\$212.34
QA/QC Specialist II (QAC2)	\$36.56	\$65.35	\$10.60	\$112.51
Scientist II (SCI2)	\$38.50	\$68.81	\$11.17	\$118.48
Scientist IV (SCI4)	\$50.00	\$89.37	\$14.50	\$153.87
Senior Transit Planner (SPLT)	\$60.00	\$107.24	\$17.40	\$184.64

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Support Svcs Specialist II (SSS2)	\$29.54	\$52.80	\$8.57	\$90.91
Support Svcs Specialist IV (SSS4)	\$30.72	\$54.91	\$8.91	\$94.54
Support Svcs Specialist V (SSS5)	\$32.66	\$58.38	\$9.47	\$100.51
Survey Analyst I (SAN1)	\$39.00	\$69.71	\$11.31	\$120.02
Survey Analyst II (SAN2)	\$53.50	\$95.63	\$15.52	\$164.64
Survey Manager I (SVM1)	\$60.00	\$107.24	\$17.40	\$184.64
Survey Manager III (SVM3)	\$71.00	\$126.91	\$20.59	\$218.50
Remote Pilot I (RPL1)	\$25.39	\$45.38	\$7.36	\$78.13
Remote Pilot II (RPL2)	\$36.73	\$65.65	\$10.65	\$113.03
Remote Pilot III (RPL3)	\$57.19	\$102.22	\$16.58	\$175.99
Flight Operations Manager (FLOM)	\$70.49	\$125.99	\$20.44	\$216.93



**Washington State
Department of Transportation**

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

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

May 4, 2023

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

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 178.74% of direct labor, (rate includes 0.40% Facilities Capital Cost of Money), based on the “Cognizant Review” from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Schatzie Harvey

[Schatzie Harvey \(May 4, 2023 14:44 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

May 4, 2023

SH:BJO

Exhibit E

Sub-consultant Cost Computations

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

[See attached subconsultant spreadsheets.](#)

Exhibit E City of Redmond

West Lake Sammamish Parkway Preservation

HWA GeoSciences Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Geologist VIII	2		\$ 287.56		\$575
2	Engineer VIII	40		\$ 296.02		\$11,841
3	Geologist IV	68		\$ 155.62		\$10,582
4	Geologist II	20		\$ 104.88		\$2,098
5	Contracts	2		\$ 152.24		\$304
6	CAD	4		\$ 109.95		\$440
7	Clerical	2		\$ 111.64		\$223
Total Hrs.		138				

Salary Cost \$ **26,063**

Salary Escalation Cost (estimated)

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

Total Salary Cost \$ **26,063**

Direct Expenses	No.	Unit	Each	Cost
FWD Rate	4	@	\$1,000 /hr	\$ 4,000.00
Laboratory Testing	1	@	\$460 LS	\$ 460.00
Pavement Coring	8	@	\$75 /core	\$ 600.00
Aarrowboard & Sign Rental for TC	1	@	\$3,000 LS	\$ 3,000.00
Mileage	306	miles @	\$0.655 /mile	\$ 200.43
Subtotal				\$ 8,260

HWA GeoSciences Inc. Total \$ **34,323**

Project Cost Estimate
West Lake Sammamish Parkway Pavement Preservation
Redmond, Washington
Prepared for DEA



HWA GEOSCIENCES INC.

HWA Ref: 2023-150
 Date: 11-Aug-23

Scope of Work

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
 This estimate assume no flaggers or UPOs will be required and traffic control will consist of arrowboard behind work areas with signs and cones.
 Perform FWD testing on each travel lane along WLSP from just north of Marymoor Park Intersection to just south of Leary Way intersection.
 Test spacing will be approximately 100 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
 Mark pavement cores in the roadway at 8 locations along the alignment and arrange for utility locates.
 Perform pavement coring at 8 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
 Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
 Prepare photographic logs of pavement cores/hand borings.
 Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
 Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
 Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.
 Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2023 HOURLY RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII \$85.00	Engr. VIII \$87.50	Geol. IV \$46.00	Geol. II \$31.00	Contracts \$45.00	CAD \$32.50	Clerical \$33.00		
Project Setup/Coordination		4			2			6	\$440
Prepare ROW Use Application & TCP and Submit to City		2	6					8	\$451
Perform FWD Testing			8					8	\$368
Mark Pavement Cores and Arrange Locates		4	6					10	\$626
Perform Pavement Coring (8 Cores)			20	20				40	\$1,540
Prepare Photographic Pavement Core Logs		2	4					6	\$359
FWD Data Analyses/Prepare Spreadsheet		8	8					16	\$1,068
Walkthrough/Visual Assessment of Recon. Areas		8	8					16	\$1,068
Prepare Letter Report	2	8	8			4	2	24	\$1,434
Consultation / Project Management		4						4	\$350
Direct Salary Cost	2	40	68	20	2	4	2	138	\$7,704

LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
Test	Tests	Cost	Cost
Grain Size Distribution	4	\$115	\$460
Atterberg Limits (plasticity index)	0	\$235	\$0
CBR/Proctor	0	\$550	\$0

LABORATORY TOTAL: \$460

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate	\$200
Traffic Control Plans	\$0
FWD Rate (@ \$1,000/hr)	\$4,000
Pavement Coring (@ \$75/core)	\$600
Traffic Control (Arrowboard/Signs/Etc.)	\$3,000
Laboratory Testing	\$460
TOTAL DIRECT EXPENSES:	\$8,260

PROJECT TOTALS AND SUMMARY:

Direct Salary Cost (DSC)	\$7,704
OH @ 208.31% * DSC	\$16,048
FF @ 30% * DSC	\$2,311
Total Labor	\$26,063
Direct Expenses	\$8,260
GRAND TOTAL:	\$34,323

Assumed Conditions:

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

Exhibit E
City of Redmond
West Lake Sammamish Parkway Preservation

HWA GeoSciences Inc.

		1	2	3	4	5	6	7		
		Geologist VIII	Engineer VIII	Geologist IV	Geologist II	Contracts	CAD	Clerical		
Work Element #	Work Element	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	HWA Total hrs	HWA Total \$
2.0	Project Management and Coordination									
2.1	Project Management									
2.2	Subconsultant Coordination									
2.3	Develop Project Schedule									
2.4	Monthly Invoices/Progress Reports									
2.5	Progress Meetings									
2.6	Quality Control/Quality Assurance Review									
2.7	Change Management									
	Work Element 2.0 Total									
3.0	Survey and Basemap Preparation									
3.1	Base Mapping Using City Provided Data									
3.2	Data Collection									
	Work Element 3.0 Total									
4.0	Environmental Documentation									
4.1	Environmental Meetings									
4.2	NEPA/SEPA Compliance									
4.3	Permitting									
	Work Element 4.0 Total									
5.0	Utility Coordination									
	Work Element 5.0 Total									
6.0	Agency Coordination									
6.1	WSDOT Coordination									
6.2	King County Parks Coordination									
	Work Element 6.0 Total									
7.0	Pavement Report	2	40	68	20	2	4	2	138	\$26,063
	Work Element 7.0 Total	2	40	68	20	2	4	2	138	\$26,063
8.0	Design									
8.0	Project Site Visits									
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)									
8.2.1	30% Submittal									
8.2.2	60% Submittal									
8.2.3	90% Submittal									
8.3	100% PS&E Documents									
8.4	Assistance During Bid Period									
	Work Element 7.0 Total									
9.0	Community Outreach Support									
	Exhibits/Graphics Preparation									
	Work Element 9.0 Total									
10.0	Optional Service									
	Additional investigations and design services									
	Construction Engineering Support									
	Construction Management and Inspection Support									
	Record Drawings Preparation									
	Work Element 10.0 Total									
	EXPENSES									\$8,260
	SALARY ESCALATION									
PROJECT WORK ELEMENTS TOTALS		2	40	68	20	2	4	2	138	\$34,323

HWA GEOSCIENCES INC.

2023 ANTE DIRECT RATES BY CATEGORY

TITLE	MIN BILLING RATE	MAX BILLING RATE
Administrative Support	\$30.00	\$35.00
CAD	\$30.00	\$45.00
Contracts Administrator	\$45.00	\$45.00
Geologist I	\$25.00	\$30.00
Geologist II	\$30.00	\$35.00
Geologist III	\$34.00	\$42.00
Geologist IV	\$42.00	\$47.00
Geologist V	\$46.00	\$50.00
Geologist VI	\$50.00	\$55.00
Geologist VII	\$55.00	\$65.00
Geologist VIII	\$70.00	\$85.00
Geotechnical Engineer I	\$36.00	\$38.00
Geotechnical Engineer II	\$38.00	\$46.00
Geotechnical Engineer III	\$44.00	\$48.00
Geotechnical Engineer IV	\$48.00	\$54.00
Geotechnical Engineer V	\$54.00	\$60.00
Geotechnical Engineer VI	\$60.00	\$70.00
Geotechnical Engineer VII	\$70.00	\$82.00
Geotechnical Engineer VIII	\$82.00	\$89.00
Hydrogeologist IV	\$55.00	\$60.00
Lab/Field Technician I	\$18.00	\$25.00
Lab/Field Technician II	\$22.00	\$28.00
Lab/Field Technician III	\$27.00	\$34.00
Lab/Field Technician IV	\$32.00	\$45.00
Lab/Field Technician V	\$40.00	\$50.00
Principal IX	\$93.00	\$110.00



**Washington State
Department of Transportation**

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

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

July 22, 2022

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

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2021

Description	GL Account Balance	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 1,797,812</u>	<u>\$ -</u>		<u>\$ 1,797,812</u>	
Fringe Benefits:					
Bonuses	\$ 154,950	\$ -		\$ 154,950	
PTO	370,876	-		370,876	
401 k	194,033	-		194,033	
Employee group insurance	268,211	-		268,211	
Workers' comp	9,699	-		9,699	
Payroll taxes	266,500	(2,894)	(1)	263,606	
Other employee benefits	9,873	-		9,873	
Total Fringe Benefits	<u>\$ 1,274,142</u>	<u>\$ (2,894)</u>		<u>\$ 1,271,248</u>	<u>70.71%</u>
General Overhead:					
Indirect labor	\$ 1,127,480	\$ (37,821)	(2)(3)	\$ 1,089,659	
Bid and proposals	90,168	-		90,168	
Automobile expense	21,344	-		21,344	
Advertising and marketing	16,865	(16,865)	(3)	-	
Bank service charges	2,500	-		2,500	
Contributions	3,159	(3,159)	(4)	-	
Computer and software expenses	137,965	-		137,965	
Depreciation and amortization	93,781	-		93,781	
Dues and subscriptions	5,712	-		5,712	
Insurance	242,935	-		242,935	
Interest	366	(366)	(5)(6)	-	
Maintenance and repairs	10,945	-		10,945	
Meals and entertainment	1,025	-		1,025	
Office supplies and postage	23,476	(150)	(7)	23,326	
Printing	28,076	-		28,076	
Professional fees	72,970	-		72,970	
Seminars and professional education	22,464	(650)	(3)	21,814	
Supplies	63,443	-		63,443	
Rent and utilities	401,126	-		401,126	
Taxes and licenses	98,584	28,333	(6)(8)(9)	126,917	
Telecommunications	61,970	-		61,970	
Travel	3,089	-		3,089	
Recovery	(28,909)	-		(28,909)	
Total General Overhead	<u>\$ 2,500,534</u>	<u>\$ (30,678)</u>		<u>\$ 2,469,856</u>	<u>137.38%</u>
Total Fringe Benefits and General Overhead	<u>\$ 3,774,676</u>	<u>\$ (33,572)</u>		<u>\$ 3,741,104</u>	<u>208.09%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 3,899</u>	<u>0.22%</u>

See notes to the indirect cost statement.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-124
Type: Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia	Manager
Planning and Community Development	LaNaya Taylor	Program Administrator

TITLE:

Approval of the Redmond Community Van Agreement

OVERVIEW STATEMENT:

The Community Van Program provides vans for Redmond Community members to use for prescheduled trips as either driver or passenger. King County Metro will hire Hopelink to act as the Community Transportation Coordinator that will do all outreach, recruiting, and events related to Community Van. There is no monetary exchange or liability between the City and King County Metro. The City will help to provide/locate parking and signage for the vans, serve as a liaison between King County Metro and elected officials, as well as keep the community informed about the program through website and printed materials.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan Update, light rail accessibility, Environmental Sustainability Action Plan Strategy T1.1 Implement Growth and Transportation Efficiency Center program, T1.2 Commuter Mobility Partnerships, and T1.3 Multimodal transit/facilities, Community Strategic Plan DEI-“establish and support strategic practices that increase our city’s ability to provide excellent services; encourage cross-cultural interactions; and strengthens our relationship with our diverse communities, and Environmental Sustainability-“Achieve carbon neutrality by 2050 and enhance health and resilience of Redmond’s resources.”
- **Required:**

N/A

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

OUTCOMES:

This program can help to fill in the gaps in areas of Redmond where transit service is unable to meet the needs of community members.

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 fiscal impact associated with this contract. Staff working on the community van program are funded through the adopted budget.

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

Budget Offer Number:

0000034-Mobility of People and Goods

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Grant

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/5/2023	Committee of the Whole - Planning and Public Works	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Approval of this program will provide more affordable transportation options for people in Redmond.

ATTACHMENTS:

Attachment A - Agreement

Attachment B - Community Van Information

FLEXIBLE SERVICE PROJECT AGREEMENT

BETWEEN

KING COUNTY METRO

AND

THE CITY OF REDMOND

THIS FLEXIBLE SERVICE PROJECT AGREEMENT (the "Agreement") is made and entered into between the City of Redmond (the "City"), and King County Metro (the "County" or "Metro"). The City and the County may also be referred to individually as "Party" or collectively as the "Parties."

WHEREAS Metro operates a public transportation system in King County, including routes within the City boundaries; and

WHEREAS, in November 2022, the King County Council, appropriated funding for the 2023-2024 biennium to implement flexible services programs consistent with the Strategic Plan that will more effectively serve the affected communities, with a range of transportation and mobility services that may be different for each community depending on its needs and circumstances; and

WHEREAS the County's flexible services program allows Metro to collaborate with local agencies to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive; and

WHEREAS Community partners and the County share the objective of improving mobility and increasing travel-options and access to public transportation in the King County; and

WHEREAS, as part of Metro's efforts to expand flexible transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop Community Van service and evaluate its efficacy as a flexible transit service in the area where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County; and

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

Page [1](#)

WHEREAS the project provided for herein provides for a flexible service that may require adjustments during the term of this Agreement in order to achieve the Parties' objectives and serve the community more effectively.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions by which the Parties will develop a Community Van service as a flexible transportation service project. Implementation and ongoing management of the flexible transportation service provided for herein will be supported by the County and City. The Agreement provides for the development of the service, service description, responsibilities for all Parties related to the service, indicators to measure success of the service, and opportunities to adjust the service. Project objectives and timelines are set forth in Attachment A (Service Details, Participating Agency Responsibilities, Performance Indicators), which is attached hereto and incorporated herein by this reference.

2. SERVICE DESCRIPTION SUMMARY

- 2.1 Community Van. Community Van is a transit product that, in collaboration with local jurisdictions or other entities, offers request-based, non-commute, shared-ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect King County Metro and the Community Van service. Along with vehicles, Metro provides vehicle maintenance, vehicle insurance coverage and fuel for authorized use.
- 2.2 Community Transportation Hub. A community transportation hub ("Hub") serves as a one-stop, web-based or physical location for community members to find out about transportation options available in their community, access Community Vans, and find others to share rides. Participating agencies provide building space, oversight and staff (viz.; a CTC), and work with Metro to promote the Hub to the community leveraging

existing resources and communication channels. Roles and responsibilities for all Parties are further described in Attachment A.

- 2.3 Community Transportation Coordinator (CTC). A Community Transportation Coordinator (CTC will coordinate and promote flexible transportation services and provide first-line customer service support. The responsibilities of the CTC are further described in Attachment B (Community Transportation Coordinator Duties), which is attached hereto and incorporated herein by this reference.

3. DUTIES AND RESPONSIBILITIES OF CITY

- 3.1 Scope of Work. The City shall perform the respective tasks and provide the services assigned to them in Attachment A, as described with more particularity therein. In the performance of its responsibilities under this Agreement, the City will work in consultation and coordination with the County.

4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- 4.1 Scope of Work. The County shall perform the tasks and provide the services assigned to it in Attachment A as described with more particularity therein.

5. INVOICE AND PAYMENT PROCEDURES

Invoicing and payment for a CTC to the City does not apply for this agreement as the CTC is provided by Metro.

6. MONITORING AND EVALUATION

The Parties will meet several times per year in person or virtually, to review service performance and, if warranted, to propose adjustments for the success of the service. Specific metrics and performance indicators are included in Attachment A. An evaluation of the service, along with other flexible services, will be included in a Flexible Services section of the County's Annual Service Guidelines Report. Additionally, the evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

7. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective on July 15, 2023 and terminate on December 31, 2027 unless earlier terminated pursuant to the provisions of Section 8 of this Agreement. It is the Parties'

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

Page 3

expectation that the Community Van service provided for herein will continue as a pilot project for at least a two-year period, with adjustments possible during that time as described in Section 6 (Monitoring and Evaluation) of this Agreement, and in more detail in Attachment A. During this pilot period Metro will, in consultation with the City, monitor and evaluate the service, measuring key performance indicators as outlined in Attachment A. If, after the two-year pilot period, the service is not deemed viable by all Parties, the Agreement will be terminated before December 31, 2027.

8. TERMINATION

- 8.1 Termination for Cause. Any Party may terminate this Agreement in the event that another Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Parties not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty day in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated; provided, that in such event, the non-breaching Parties may continue the Agreement in effect without further participation of the breaching Party, upon such terms and conditions as the remaining Parties may agree upon in writing. Upon termination, the Parties shall determine final costs and payments to be made by each Party.
- 8.2 Termination for Non-appropriation or Loss of Grant Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a reduction in or loss of any grant funding necessary to cover the costs of the Agreement. If possible, the County will provide written notice thirty (30) calendar days prior to the effective date of termination.
- 8.3 Termination for Convenience. Any Party may terminate this Agreement for convenience and without cause by giving the other Parties written notice of such termination at least thirty (30) calendar days prior to the effective date of termination; provided, that in such event, the non-terminating Parties may continue the Agreement in effect without further participation of the terminating Party, upon such terms and conditions as the remaining Parties may agree upon in writing.
- 8.4 Pre-termination Costs. Termination by any Party shall not extinguish or release the other Parties from liability, claims or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

9. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

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9.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by US Mail, return receipt requested, to the contact persons and addresses identified in Subsection 9.3 of this Agreement unless otherwise indicated by the Parties in writing.

9.2 Contact Persons and Addresses. The Parties shall designate a contact person ("Designated Contact" or "Contract Manager") for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement. Any changes to the Designated Contact person or address information shall be promptly provided in writing or electronic mail to the other Parties. Any update to the Contract Managers shall state the effective date of said update.

9.3 Designation of Contact Persons and Addresses. As provided for in Subsection 9.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Contract Manager	City of Redmond
Contact Name	LaNaya Taylor
Title	TDM Program Administrator
Address	15670 NE 85 th St Redmond, WA
Telephone	425-556-2482
E-Mail	Ltaylor@redmond.gov

Contract Manager	Metro
Contact Name	Melissa Allan
Title	Flexible Services Program Manager
Address	King Street Center — KSC-TR-0812 201 S. Jackson Street Seattle, WA 98104-38565
Telephone	206-477-1695
E-Mail	Melissa.allan@kingcounty.gov

10. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 9.3 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the appropriate City Administrators/Managers or their designees and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the City Administrators/Managers and the General Manager of Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame in which the Parties are willing to discuss the disputed issue(s). If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then any Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

11. RECORDS RETENTION AND AUDIT

- 11.1 Maintenance of Records, During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by all Parties for inspection and audit by any other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.
- 11.2 Disclosure of Public Records, the Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 11.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

12. NONDISCRIMINATION

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agree to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, no Party nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

13. FORCE MAJEURE

Any Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

14. INDEMNIFICATION

The City (each an "Indemnifying Party") shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of such Indemnifying Party and its officers or employees including, but not limited to, all claims against the County by an employee of an Indemnifying Party or any of its subcontractors. The County shall protect, defend, indemnify, and save harmless the City, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the County and its officers or

employees including, but not limited to, all claims against the City by an employee of the County or any of its subcontractors. The Parties each expressly waive by mutual negotiation all immunity and limitation on liability under any industrial insurance act, including Title 51 RCWJ other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 14, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

15. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

16. GENERAL TERMS AND CONDITIONS

16.1 No Agency, Partnership, or Third-Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other person or entity. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No officers, employees or agents of one Party, or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees or agents of the other Parties.

16.2 Waiver of Default. Waiver of any default shall not be deemed to be 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 and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives of the Parties, and attached to the original Agreement.

16.3 Assignment. No Party shall assign or delegate any interest, or any rights and responsibilities, in this Agreement without the prior written consent of the other

16.4 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

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made a part hereof, shall be binding on the Parties and their respective successors and assigns,

- 16.5 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 16.6 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought in the King County Superior Court, situated in Seattle.
- 16.7 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between and mutually drafted by the Parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.
- 16.8 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 16.9 Attorneys' Fees. In the event any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against any other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 16.10 Limitation of Effect; Property. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation, nor does this Agreement provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement shall remain the property of the acquiring Party in the event of the expiration or earlier termination of this Agreement.
- 16.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. AUTHORITY TO BIND

The Parties represent and warrant that they: (a) have all right, power, and authority necessary to enter into and perform this Agreement; (b) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against the Parties in accordance with its terms; and (c) the Parties will comply with all applicable laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority in their performance of this Agreement.

18. EXECUTION OF AGREEMENT - COUNTERPARTS

This Agreement may be executed in multiple counterparts, any of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY METRO

Gwendolyn Clemens
Contracted Services Managing Director

Date: _____

CITY OF REDMOND

CITY OF REDMOND

Carol Helland
Planning Director

Date: _____

Angela Birney
Mayor

Date: _____

ATTACHMENT A

Service Details, Participating Agency Responsibilities, Performance Indicators

A. Service Details

General Service Information	Description
Co-Branding Name	Community Van
Official start date	August 2023
Service Description	Community Van is a transit product that, in collaboration with one or more local agencies, offers request-based, non-commute, shared ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect the backing of both Metro and the participating agencies. Along with vehicles, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage.
Service Area	The City of Redmond where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County
Service span	7 days a week — daytime and evenings
Fare	Standard Metro fare for the roundtrip (exclusive of tolls, parking fees, etc.)
Fare collection method	Mobile Payment or ORCA Monthly Pass
Number of vehicles at launch	3
Vehicle type	(1) 12p Chevy Express, (2) ADA Dodge Grand Caravan

B. Participating Agency Responsibilities

Metro's CTC Subcontractor will:

1. Lead the selection and hiring process for the CTC (FTE with benefits).
2. Administer payroll for the CTC.
3. Provide a workstation, computer and phone for the CTC.
4. Provide day-to-day supervision of the CTC.

FLEXIBLE SERVICE PROJECT AGREEMENT

Between King County Metro and the City of Redmond

Page [11](#)

5. Provide back-up staff for the CTC to cover planned and unplanned absences.
6. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
7. Provide Volunteer Driver Program orientation.
8. Provide Community Transportation Coordinator orientation on the Community Van services and support model.
9. Recommend and deny trip origins and destinations as needed.
10. Provide a physical kiosk and marketing materials for Metro products and services such as mailers, posters and brochures.
11. Provide website development and content that may be linked to local agency programs, and content for social media.
12. In coordination with the other Parties, promote services using local communication channels.
13. Lead the collection, analysis and reporting of data to support performance evaluation.
14. Lead the selection and hiring process for the CTC (FTE with benefits).Administer payroll for the CTC.
15. Provide a workstation, computer and phone for the CTC.
16. Provide day-to-day supervision of the CTC.
17. Provide back-up staff for the CTC to cover planned and unplanned absences. Identify and prioritize trips as needed.

Metro will:

1. Pay for service vehicle operations (fuel, maintenance, and insurance), capital costs (vehicle), and branding.
2. Perform Motor Vehicle Record ("MVR") driver record screening and approve all drivers before they can operate Community Vans.
3. Perform ongoing MVR monitoring of approved drivers.
4. Provide direction to the CTC on the implementation and promotion of Metro products and services.
5. Arrange appropriate vehicle(s) for the service.
6. In coordination with the other Parties, work with the City to adjust the services based on operating issues and community feedback
7. Provide Volunteer Driver Program orientation.
8. Provide Community Transportation Coordinator orientation on the Community Van services and support model.

The City will:

1. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
2. Provide parking and signage for the Community Van vehicles.
3. Assist with local operational issues such as siting parking for the vehicles, permitting, signage in the public right-of-way, or parking adjustments.
4. Keep residents informed of the Community Van program and related services, such as through print, web, social media, mailings, posters at public locations.
5. Serve as a liaison between King County and elected officials and management as needed.

c. Performance indicators

Data to measure the service's operations will be collected by the CTC and used as part of the pilot project performance review. This information will be considered when determining any proposed adjustments to the service. Performance measures will include:

Measure	Description
Average monthly ridership	<ul style="list-style-type: none">• Purpose: This metric is designed to measure the level of use of services over time.• High ridership may trigger adding additional vehicles to the system• Low ridership may trigger a re-evaluation of the project and potential rightsizing.
Vehicle capacity used	<ul style="list-style-type: none">• Average participants per trip• Purpose: This metric is designed to measure the level of use of service for a trip• High participation for a trip may trigger additional trips of this type, or provision of a larger vehicle.• Low use may trigger re-evaluation of a trip when resources are constrained, or opportunity costs are high.
Operating cost per boarding	<ul style="list-style-type: none">• Purpose: This measure compares the actual cost of the service on a per-passenger basis.• An uncharacteristically high cost per rider may trigger a reevaluation of the project and potential rightsizing.• Low cost per rider may trigger an expansion of the project.

Customer satisfaction	<p>Measures customer satisfaction with a given service based on intercept surveys of current riders.</p> <ul style="list-style-type: none"> • Purpose: This metric is designed to determine if a given service is meeting the community-identified transportation need effectively. • Highly satisfied customers suggest that a Flexible Service solution is meeting the needs of the community effectively. • Low customer satisfaction suggests that the service in its current form is not effectively meeting the needs of the community and may trigger a re-evaluation of the project to better fit customer needs.
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Other factors that may be considered when determining any proposed adjustments to the service include.

- Number of volunteer drivers
- Number of trips by trip type, i.e., recurring versus one-time
- Number of trips by trip purpose
- Number of trips by day of week and time of day

D. Service performance review

The Parties' designated contact staff will meet on a mutually agreed upon schedule to review the operating performance of the service. The purpose of these meetings will be to identify any issues which may have an impact and discuss any potential changes to service operations.

ATTACHMENT B
Community Transportation Coordinator Duties

Communication and Promotion duties:

- Promote transportation options available in the community.
- Serve as first contact for community members with transportation option questions. Complete RideshareOnline.com basic and incentive training.
- Create and manage events in the RideshareOnline.com system that members may match with for the purpose of booking rides on a Community Van,
- Ensure the partner page and Metro Community Van pages have up to date information and working widget. Inform Metro staff if error found.
- Attend local events, engage in outreach to individuals and community groups, and make presentations to various audiences to promote transportation options.
- Leverage existing channels of communication to promote transportation options, i.e., organizational social media such as Facebook and Twitter, organizational website(s), organizational newsletters, community partners such as Chambers of Commerce.
- Work with Metro to help promote broader Metro goals, i.e., increase ORCA Lift use.
- Ensure informational materials, i.e., brochures, comment cards, are available at Hubs and provide materials to public service agencies and other agencies that serve populations in the area who may be dependent upon public transportation.
- Develop relationships with public service agencies that serve individuals who may be dependent upon public transportation in order to partner with them to provide information on transportation options available in the community.
- In collaboration with Metro, coordinate promotions and promotional events to educate community members on transportation options.

Program Reporting duties:

- Provide monthly and quarterly progress reports to King County Metro and other partners in the delivery of Community Van services.
- Participate in routine check-ins with Metro staff when applicable.
- Ensure that all trip information and metrics are captured and reported to King County Metro Contracted Mobility Services.
- Provide monthly program reports to King County Metro Mobility Services. Use templates that are provided.

Community Van duties (includes duties pertaining to volunteer drivers):

Overall Responsibilities:

- Recruit volunteer drivers.
- At initial vehicle delivery, participate in visual inspection of vehicle and note condition on the Community Van Activity Sheet.
- Sign Statement of Understanding (SOU) and take receipt of vehicle, accessories, keys, and Voyager card at the Vehicle Distribution Center (VDC).
- Complete accessible equipment orientation. Be able to demonstrate proper use of the ramp and wheelchair securement system in the Community Van.
- Complete the Community Van Driver orientation.
- Work with King County Metro Contracted Mobility Services to build driver refresher orientation curriculum if requested.
- Responsible for maintenance and up-keep of the Community Van. Duties include but are not limited to monthly inspections of the vehicle, working with Metro staff to schedule regular maintenance or emergency service, report any maintenance issues with the vehicle or vandalism.
- Ensure vehicle interior and exterior are cleaned and washed as needed, fill the gas tank, and complete weekly inspections of vehicles.
- Assist in the event the Community Van breaks down. May be required to pick up stranded riders and drive them back to their pick-up address during normal office hours and when a vehicle or loaner is available.
- Responsible for safe keeping of vehicle keys and Voyager card. Ensure the Key Lock Box is in good working order and only provide access to authorized users
- Ensure accident packets, driver checklists and forms necessary to track ridership are available in the vehicle for drivers' use.
- Provide gas receipts to King County Metro Rideshare Operations.
- Assist with fare collection, fare collection processes, and fare tracking as including but not limited to ORCA, monthly passes, Transit GO mobile ticketing, cash fare payments. May work with organizations to develop cash payment option if necessary.

Responsibilities to Customers:

- Collect and submit to King County Metro Rideshare Operations all documents that require driver signature.
- Serve as a resource for driver questions on Community Van policies and procedures.
- Provide new drivers with accessible equipment orientation and proper vehicle inspection prior to each trip.

- Work with Contracted Mobility Services staff to ensure that drivers complete all required training.
- Hold refresher driver orientations as necessary.
- Dispense new information to drivers on policy or procedure changes that affect regular operations as it pertains to driving and rider services.
- Collect and track driver checklists. Counsel drivers if information is missing or entered incorrectly.
- Provide drivers with trip information, pick-up points, and rider information, e.g., name.

Redmond Community Van Information

The Community Van Program provides vans for Redmond Community members to use for pre-scheduled trips as both a driver or passenger.

Rides can either be one-time or reoccurring and at minimum must include a volunteer driver and two passengers. Destinations can be anywhere within a two hour drive of Redmond and can occur anytime of day any day of the week. This will act as a great way for community members to plan customized trips when bus service can't meet their needs.

There is no monetary exchange between the City and King County Metro for this program. King County Metro will hire Hopelink to act as a Community Transportation Coordinator that will do all outreach, recruiting, and events related to Community Van. Any spending that happens from marketing will come out of the Go Redmond 118 budget for Pilot Projects.

We are looking to have a full launch ready for early fall with all 3 van locations determined.

City of Redmond Provides

- Participate in Advisory Committee that will provide CTC with direction and program guidance.
- Provide/locate parking and signage for Community Van vehicles.
- Keep residents informed of the program through print, website, social media, mailings, posters, etc.
- Serve as a liaison between KCM and elected officials/management.

Metro Provides

- 3 vans 1- 12 passenger and 2- 6 passenger with ADA Accessibility.
- Gas and vehicle operations.
- Perform driver record screening (for volunteer drivers) and approve all drivers before they can operate a Community Van.
- Sub contracts with Hopelink for a Community Transportation Coordinator.

Hopelink Provides

- Hires Community Transportation Coordinator and provides benefits.
- Workstation, computer and phone for CTC.
- Day to day supervision of CTC.



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-125
Type: Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager

TITLE:

Approval of the National League of Cities Advancing Economic Mobility Grant in the Amount of \$15,000

OVERVIEW STATEMENT:

City staff is seeking approval from City Council to authorize the Mayor to accept a National League of Cities (NLC) Grant in the amount of \$15,000. Funds will be used to hire a consultant to facilitate and work with a coalition of partners to maximize the opportunity for developing a Multicultural Eastside Small Business Hub in the Bellwether Housing Overlake Village light rail station transit-oriented development (TOD).

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2030 Comprehensive Plan Policies:
 - EV-9:** Encourage and recognize incubator space in Redmond for existing and future small businesses.
 - EV-19:** Participate in partnerships with other agencies, businesses, nonprofits and other organizations that further the City's economic vitality goals.
 - EV-20:** Implement, in conjunction with business, education and other community partners, the Strategic Plan for Economic Development to...Identify strategies to retain existing businesses and help them succeed;
 - EV-21:** Initiate or participate in the following activities in support of economic vitality:

- Monitor future trends and economic conditions;
- Prepare information for businesses on available public sector financing;
- Support federal and state funding of cost effective business financing programs;

- **Required:**
Council Approval is required for grant acceptance
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Outcomes for this project include the creation of a facility concept that outlines the design, layout, programming, and operational framework with prospective financial performance over time and the identification of an ownership structure and operating model for the facility along with a capital funding plan.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Fall of 2023
- **Outreach Methods and Results:**

The initial coalition partners of OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), and Eastside for All will serve as the core group that will be working with the consultant to identify and convene the Project Advisory Team. Other community-based organizations (CBOs) that provide business assistance will be invited to participate as well as the larger small business assistance ecosystem of providers.

Bellwether Housing and its design team will be invited to participate and will be actively involved in working with the consultant and the Project Advisory Team to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards in addition to providing associated cost estimates.
- **Feedback Summary:**
Will be provided in final report

BUDGET IMPACT:

Total Cost:

The Economic Development Program has matched this grant with \$15,000 out of professional services approved in the 2023-2024 budget for a total of \$30,000 toward this effort.

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

Budget Offer Number:

000250 (Community and Economic Development)

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

General Funds

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/5/2023	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:

Funds must be spent by December 15, 2023

ANTICIPATED RESULT IF NOT APPROVED:

Funding will not be leveraged to assist with project

ATTACHMENTS:

Attachment A - National League of Cities MOU

Attachment B - National League of Cities Grant Application and background material

Advancing Economic Mobility Rapid Grant Program MOU
Between
National League of Cities Institute and
City of Redmond

PURPOSE

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and the City of Redmond (City) as part of NLCI's *Advancing Economic Mobility Grant program* between August 02, 2023, and December 15, 2023.

BACKGROUND

With support from the Bill and Melinda Gates Foundation, NLCI's Advancing Economic Mobility Grant program provides cities with coaching and grant funding to help them test innovative ideas that will boost the economic mobility of residents. Participating cities, towns, or villages will learn from peers and NLCI staff through their participation. This MOU defines the terms for the full project period.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until December 15, 2023. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

GRANT AWARD AND USE OF FUNDS

NLCI will provide the City a grant in the amount of \$15,000 to support costs associated with testing ideas, planning projects, and supporting existing strategies that respond to community needs and advance economic mobility as outlined in the City's application as accepted by NLCI. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; consultants, stakeholder engagement with community organizations, residents, and other partners; supports or incentives for resident engagement such as payments, gift cards, or food; sub-granting to target population; technology integration; and other uses as approved by NLCI.

DISTRIBUTION OF AWARD

NLCI shall distribute the total rapid grant award to the City upon the receipt of a completed W-9 form, completed ACH form, and a signed copy of this MOU.

SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting this grant, City agrees to:

- Select a team lead from within City government to act as a primary contact for NLCI;
- In collaboration with NLCI, identify a date and times for three coaching calls with core team;
- Participate fully in the Economic Mobility Peer Network (EMPN) calls on October 4 and December 6 of 2023;
- In collaboration with NLCI staff, create materials that highlight the city's efforts for public dissemination;
- When discussing the City's participation in or impacts of the program in public settings or communications and media materials, note the National League of Cities' involvement;
- Keep NLCI staff apprised of progress, and notify NLCI within 3 business days of any major setbacks, unexpected challenges, staff transitions on the funded project team, or proposed budget changes exceeding 10 percent throughout the grant period;
- Up to two members of the city team must attend and share information about project progress at the Economic Mobility Convening on **November 15, 2023, in Atlanta, GA**, with expenses paid by NLCI; and
- Submit **a final grant report to NLCI by December 15, 2023**, which includes a narrative description of all work conducted under the grant, outcomes achieved, lessons learned, and a financial report that shows how the awarded funds were used or are obligated toward project objectives. NLCI will provide the final report template materials.

Advancing Economic Mobility Rapid Grant program

Grant Receipt Statement

By signing this document, I acknowledge that I have read and agree to the grant provisions set forth in this MOU for the National League of Cities Institute's *Advancing Economic Mobility Rapid Grant* program.

Signature

Date

Name -Authorized Signature

Title

City

National League of Cities Institute

Signature

Date

Clarence E. Anthony
President
National League of Cities Institute

Please email this completed page to Patrick Hain at eofe@nlc.org.

Please find the extended answers to the City of Redmond's Advancing Economic Mobility Grant Application below. Supporting documents follow.

Please select which area your work will focus on (select only one):

Equitable support to strengthen or start small businesses

What is your community's vision and overarching goals for what it will achieve by receiving these funds and support from NLC? (Your response should be no more than 250 words.)

The City of Redmond is committed to being a leader in promoting the values of diversity, equity, and inclusion in our community.

The Redmond 2050 Comprehensive Plan vision states that "Redmond is regionally and nationally renowned as a city with a vibrant economy that is home to diverse and innovative businesses, from multinational corporations to small and local artisan, start-up, and legacy businesses. Redmond is regarded for providing equity for its residents, workers, and visitors, whether for its city services, such as accessible parks and trails, programs for immigrants and those with disabilities to get job training and employment, or policies and initiatives that provide everyone the resources, tools, and opportunities to succeed" One of Redmond's three prioritized economic vitality goals is to "Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses."

The City of Redmond understand the importance of working with community-based organizations to reach and assist our diverse business community through trusted channels. The city is fortunate to have dedicated partner organizations in our community to facilitate equitable business support.

These funds would support the City of Redmond in ensuring equitable economic development by partnering with community-based organizations to facilitate culturally accessible business assistance and programing to help our diverse entrepreneurs and small businesses realize their potential and add to the economic vitality of the city.

What will your municipality do with the funds if selected for the grant? Please describe your proposed project and note any populations that will be prioritized and why (Your response should be no more than 500 words.)

Redmond is a diverse city with over 42% foreign born and 46.5% of the population speaking a language other than English at home. The pandemic has brought to light the need for increased support for diverse small businesses and entrepreneurs in our communities.

In early 2023, Bellwether Housing was selected to develop a transit-oriented, mixed-use, affordable housing project adjacent to the new Overlake Village light rail station, near the Microsoft campus in Redmond. Included in their proposal is a 10,000 square foot ground floor commercial space dedicated to a coalition of partners in East King County, including OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), Eastside for All, and other regional CBOs.

Funding received from the National League of Cities would be matched by the City of Redmond's Economic Development program. Funds would be used to hire a consultant to facilitate and work with the coalition partners to maximize the opportunity for developing a Multicultural Eastside Small Business Hub that may include a Food Business Resource Center and commercial kitchen facility.

Food businesses have traditionally been a way for immigrants and minority business owners to gain a foothold in the economy. Unfortunately, skyrocketing real estate and rental rates coupled with the lack of available commercial kitchens in Redmond are barriers to success. The proposed Multicultural Eastside Small Business Hub, Food Business Resource Center, and commercial kitchen would serve as a community hub – a space where people can gather to learn more and celebrate Redmond’s multicultural community’s rich food traditions.

The consultant scope of work would include:

- Work with the coalition partners to identify and convene a Project Advisory Team from our regional small business eco-system, including CBOs and other partners providing culturally and linguistically relevant assistance to entrepreneurs and small businesses.
- Conduct market research to identify similar multicultural small business hubs, food business resource centers, and commercial kitchen facilities regionally, nationally, and globally. Review best practices including facility design, programming, ownership, management, and financial modeling.
- Schedule virtual briefings and information sessions for the Project Advisory Team with targeted hub administrators and stakeholders to learn about their facilities and programs, including their experiences, challenges, and successes in achieving financial sustainability.
- Based on research findings and insights gathered, develop project goals and objectives for the Bellwether Overlake Village development, including a facility concept that outlines design, layout, programming, and operational framework with prospective of financial performance over time.
- Work with Bellwether Housing and their consultants to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards. Review associated facility and tenant improvement costs and capital requirements.
- Determine an equitable ownership structure and operating model for the facility along with a capital funding plan that identifies funding from various sources, including the USDA; EDA; federal and state direct appropriations; local public support from King County, the Port of Seattle, and other municipalities; in addition to private and philanthropic support from organizations like Microsoft, Amazon, and other regional players.

**What are your municipality’s current priorities or initiatives that support the selected focus area?
(Your response should be no more than 250 words.)**

The City of Redmond is committed to being a leader in promoting the values of diversity, equity, and inclusion in our community. The city is currently conducting a community assessment to learn how to most equitably serve and create opportunities for those who live, work, and play in Redmond. This assessment will result in a three-year strategic plan to create more equitable and inclusive policies, programs, and overall culture.

The City of Redmond invested \$1.854M in CARES funding that was distributed to 352 small businesses of which 35% were minority-owned. Currently, the city has appropriated \$740,000 in ARPA funding for small business support programs including \$500,000 in direct funding to small businesses and \$160,000 for multicultural business support.

In addition to the Redmond 2050 Comprehensive Plan goal to “cultivate a diverse workforce and business community that reflects Redmond’s commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses”, the City is embarking on an economic development plan with a focus on small business and entrepreneurship support, including strategies to partner with organizations that can provide trusted culturally responsive business assistance and resource navigation.

The city will match funding from the National League of Cities to support this effort and findings will be incorporated into the ongoing economic development strategy for the city.

Describe any specific opportunities you would capitalize on if selected for funding and support. This could include new state or federal investments in your community, emerging community needs or trends, etc. (Your response should be no more than 250 words.)

Redmond is poised to capitalize on the unique timing of a 200-unit affordable housing and transient oriented development project with the opportunity to create a Multicultural Eastside Small Business Hub as the life of the building. This hub will provide in-person, welcoming, and trusted business assistance to diverse entrepreneurs and small business owners close to transit. This concept has been a vision for the Eastside for more than a decade and the City of Redmond wants to support this vision becoming a reality.

In addition, the funding would ensure continued momentum for OneRedmond's OneEastside SPARK program in partnership with its partners. SPARK was launched in 2021 through a U.S. Department of Commerce Economic Development Administration (EDA) \$500,000 CARES Act Recovery Assistance grant to provide technical assistance and programming for small businesses and nonprofits impacted by the COVID-19 crisis in collaboration with East King County's 23 cities and towns; chambers of commerce; community-based organizations; higher education institutions; and county and state government.

Over the 15-month grant period, SPARK delivered 28,000 instances of engagement with small businesses and nonprofits via webinars hosted in partnership with the U.S. Small Business Administration (SBA) and Washington's Small Business Development Center (SBDC); a virtual portal of resources including on-demand training and education; and one-on-one advising. Throughout the grant period, SPARK served over 1,100 unique organizations, with 40 percent self-identifying as women- and/or minority-owned businesses.

By creating this centralized location for sustained culturally responsive business assistance, needs of diverse businesses can better be measured and responded to with collective and aligned programming.

What outcomes do you hope to measure to gauge your teams' success in meeting your previously stated goals? (Your response should be no more than 250 words.)

While many business owners have connections and resources that help them tap into government aid and resources, enormous barriers prevent many minority-owned and historically underserved small businesses and nonprofits from accessing those same programs. A welcoming centralized physical location for business assistance will provide better customer service to our diverse businesses and allow for better collaboration, referrals, and tracking of businesses. It would also provide for better organic information sharing and identification of emerging business needs and trends that can be collectively responded to. The Eastside Small Business Hub can be a model of success and share lessons learned and best practices with other municipalities.

Specific success for this grant will be measured by consultant engagement that supports the ideation, creation, and development of a physical Multicultural Eastside Small Business Hub that welcomes and meets the needs of entrepreneurs and small businesses from across many cultures.

Specific short-term metrics for this grant project include:

- The number of coalition partners, community-based organizations, and stakeholders actively participating in the Project Advisory Team
- Engagement of prospective partners and funders through the process
- Creation of a facility concept that outlines the design, layout, programming, and operational framework with prospective financial performance over time.
- Identification of an ownership structure and operating model for the facility along with a capital funding plan

Long-term metrics include:

- Number of diverse small businesses served with business assistance
- Number of diverse new businesses started
- Success and growth of small businesses served through programming
- Engagement and satisfaction with Partner neighboring cities

What key partners are (or will be) engaged and committed to realizing your plan and meeting your outcomes? What will their roles be? (Your response should be no more than 250 words.)

The initial coalition partners of OneRedmond-OneEastside SPARK, Indian American Community Services (IACS), and Eastside for All will serve as the core group that will be working with the consultant to identify and convene the Project Advisory Team.

Bellwether Housing and its design team will be invited to participate and will be actively involved in working with the consultant and the Project Advisory Team to refine the facility concept, validate the feasibility, and ensure alignment with best practices and industry standards in addition to providing associated cost estimates.

Other CBOs invited to participate may include, 4Tomorrow; the African Chamber of Commerce of the Pacific Northwest; BigHug – Korean American Resource Center; BizDiversity; Cambodian American Community Council of Washington; Centro Cultural Mexicano; Community Business Connector; Eastside Refugee and Immigrant Coalition (ERIC); Filipino Community of Seattle; Global Social Business Partners (GSBP); Greater Seattle Chinese Chamber of Commerce; International Rescue Committee (IRC); Japan American Society of the State of Washington (JASSW) the Muslim Association of Puget Sound, the Muslim Community Network Association, and the Small Business Resiliency Network (SBRN).

Other groups that may be invited to select meetings will include representatives from Startup425 and the 16 Eastside Chambers; interested neighboring city economic development staff; mainstream business assistance providers from the Washington Small Business Development Center; Small Business Administration; SCORE; King County Library System along with existing food business TA providers from Business Impact NW, Global to Local-Spice Bridge, and Ventures; and representatives from our regional CDFI and microlender network.



City of Redmond

Economic Vitality Chapter 2050 Comprehensive Plan

Economic Vitality



Vision Statement

In 2050, Redmond is regionally and nationally renowned as a city with a vibrant economy that is home to diverse and innovative businesses, from multinational corporations to small and local artisan, start-up, and legacy businesses.

People and businesses choose Redmond for its great amenities such as parks, regional trails, and community facilities, its vibrant centers, a healthy natural environment, highly regarded schools, and a well-educated and diverse workforce.

Redmond's city government pursues policies that support innovation, attract sustainable development, and foster a positive business climate.

Redmond is regarded for providing equity for its residents, workers, and visitors, whether for its city services, such as accessible parks and trails, programs for immigrants and those with disabilities to get job training and employment, or policies and initiatives that provide everyone the resources, tools, and opportunities to succeed.

Redmond is scaled for walkability and convenience, whether for neighborhood based, or resident-serving businesses, while also maintaining and promoting business districts that serve as regional attractions.

Whether one works in the technology, manufacturing, service industries, in public service, or is a small business owner, Redmond's housing options and amenities allow individuals and families to be self-sufficient and pursue the quality of life they desire.

Redmond is a resilient community – an effective city government with the policies, tools, and services in place to withstand and overcome the impacts from natural disasters, economic downturns, and other events.

With this vision, Redmond has prioritized three economic vitality goals, described in framework policies and supported by policies that further describe and implement these goals and objectives:

- A sustainable and resilient economy,
- A high quality of life, and
- A diverse workforce and business community.

Comprehensive Plan requirement:

RCW 36.70A.070 (7) states that a city's Plan shall include:

An economic development element establishing local goals, policies, objectives, and provisions for economic growth and vitality and a high quality of life.

Framework Policies for Element

FW-EV-1: Support policies, regulations, services, programs, and infrastructure investments that strengthen an economically diverse, sustainable, and resilient economy.

FW-EV-2: Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation and recreation choices, as well as a healthy natural environment.

FW-EV-3 Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses.

Comprehensive Plan Guiding Principles

The following policies in this element support the Redmond 2050 themes of equity and inclusion, resiliency, and sustainability.

Equity	Resiliency	Sustainability
<ul style="list-style-type: none">• EV-7• EV-10• EV-13• EV-17• EV-23• EV-25	<ul style="list-style-type: none">• FW-EV-1• EV-1• EV 4• EV-7• EV-10• EV-17	<ul style="list-style-type: none">• FW-EV-1• FW-EV-2• EV-11• EV-12• EV-16• EV-27

Existing Conditions

Background

Economic vitality can be thought of as the pulse of the community that allows it to thrive and be sustainable. The attraction of resources, whether natural or human, brings people and businesses to an area, which in turn create jobs, opportunities, and wealth. The wealth generated is used to create a community with attractive and desirable amenities that increases quality of life. That high quality of life in turn attracts people, businesses, and opportunities, creating a virtuous cycle of community vitality.

The goal of the Economic Vitality element is to support Redmond community's long-term health and well-being in a way that supports equity and inclusion, sustainability, and resiliency.

With an abundance of high-paying jobs, the cost of housing has dramatically increased in Redmond over the last decade. This has pushed out lower and middle wage income earners and has impacted the local businesses and services that those earners use. This, in the long-term, can stress or break the cycle of economic and community vitality.

The policies identified in this element, and throughout the Redmond 2050 Comprehensive Plan, recognize these concerns and will be used to respond to these issues and maintain Redmond on a path to implement the goals and vision for 2050.

Current Conditions & Future Projections

Redmond's economy continues to be dynamic. From its origins as a marshy yet abundant fishing and foraging location for indigenous peoples, Redmond's modern roots began as a local hub for farming and logging in the 19th century. The mid-20th century saw its transformation into a prototypical car-centric suburb with sprawling housing subdivisions, retail shopping centers, and later, office parks catering to the technology services industries such as Microsoft. The 21st century ushered in Redmond's next phase of development into a dense urban area with light rail and frequent bus transit service, and its economy continues to evolve and adapt to changing conditions at the regional, national and international levels.

Snapshot of current economy

As of 2020, Redmond's economy continues to be dominated by the technology sector, most notably by the presence of Microsoft's main corporate campus in the Overlake neighborhood and other offices around Redmond. Nintendo of America is also located in Overlake. Other technology companies have also begun locating into Redmond, such as Meta/Facebook, with its campus on Willows Road, and Amazon, which has offices in Town Center and SE Redmond. Other major private employers including Eurest Dining Services, Terex/Genie, United Parcel Services as well as numerous IT consulting companies. Top public employers are the City of Redmond and the Lake Washington School District.

Businesses and jobs

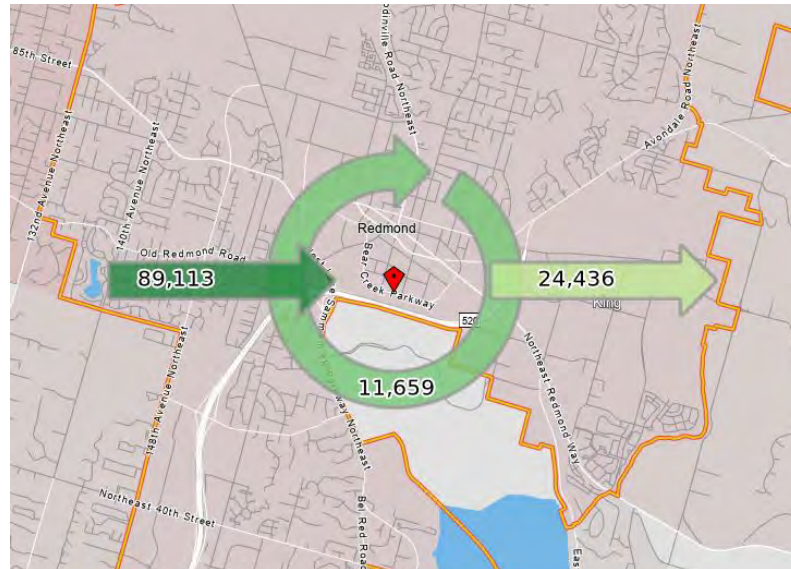
As of 2020, Redmond has almost 5,900 licensed businesses, providing approximately 100,000 jobs. Although only a few larger businesses provide most of the jobs in Redmond, more than 92% of businesses have less than 20 employees, and 64% have only one employee.

Job Inflow/outflow

One of the biggest challenges Redmond faces with its continued job growth is that almost 88% of workers come into the city from outside communities. Of the employed workers who do live in Redmond, 68% commute to locations outside of Redmond. This creates a burden on the transportation infrastructure, especially during peak commute times. Expanded transit options, such as the opening of four light rail stations that connect Redmond to Seattle, Bellevue, and the rest of central Puget Sound, as well as expanded multimodal options,

The availability of housing options for workers at all skill and income levels could increase the workforce both living and working in Redmond.

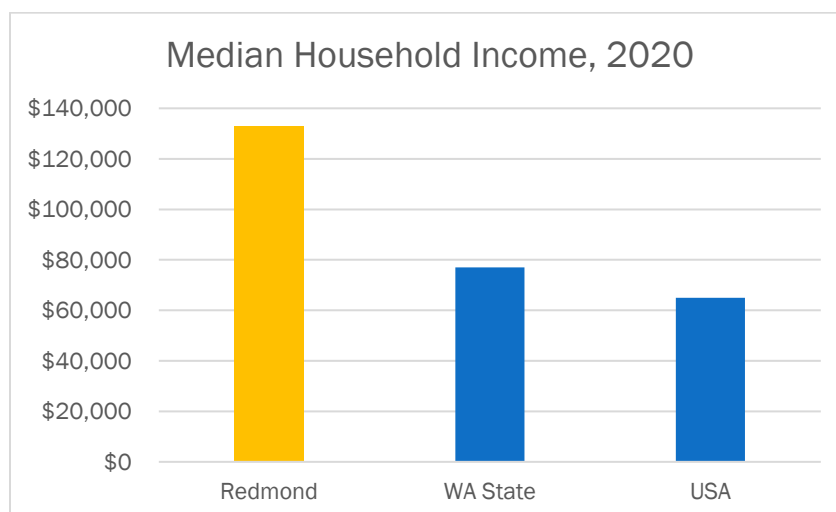
FIGURE 1 - REDMOND INFLOW/OUTFLOW JOB COUNTS, 2020



Income

Redmond's location as a hub of high paying tech-related jobs means that it has among the highest median household incomes (MHI) in the region and the United States. As of 2020, Redmond's MHI was \$132,770. Redmond also has a small percentage of persons living in poverty, at 5.8% compares to the US average of 11.4%.

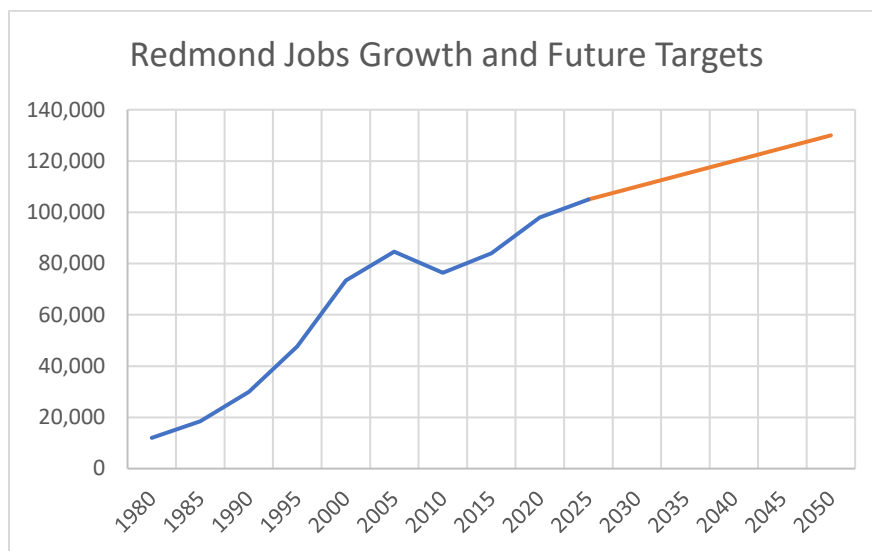
FIGURE 2 - COMPARISON OF MEDIAN HOUSEHOLD INCOMES



Future outlook – employment

Redmond’s employment will continue to grow. Local established businesses, such as Microsoft, will maintain a significant presence, while other tech businesses, such as Amazon and Meta, will continue to expand their footprints in Redmond. Redmond must accommodate nearly 30,000 additional jobs by 2050. Although this substantial growth is impressive, it is less than the rapid job growth experienced in the 1980s, 90s, and early 2000s.

FIGURE 3 - JOB GROWTH IN REDMOND 1980 - 2050



Policies

Sustainable and Resilient Economy

The following policies support Redmond’s vision to have an equitable, sustainable, and resilient economy.

FW-EV-1 Support policies, regulations, services, programs, and infrastructure investments that strengthen an economically diverse, sustainable, and resilient economy.

EV-1 Develop and maintain a Redmond Economic Development Strategic Plan that implements the City’s policies and is coordinated and consistent with VISION 2050 and the Regional Economic Strategy.

EV-2 Provide for a mix of land uses in a range of zones that enables Redmond to meet its job growth targets and attract and retain businesses that meet the needs of the community.

EV-3 Prioritize efficient use of land and infrastructure by directing economic development within existing retail, office, manufacturing, and mixed-use areas and in designated centers.

EV-4 Focus local investments to maintain and expand infrastructure and services that support local and regional economic development strategies, encourage growth in designated centers, and help achieve employment and housing targets.

EV-5 Support industry clusters and subclusters that are integral components of the local and regional economy.

EV-6 Provide a consistent and predictable regulatory environment and customer-focused approach to permitting and development processes.

EV-7 Utilize tax and fee systems that are equitable and stable, are consistent with City goals, predictably and appropriately fund local services, and are able to maintain a competitive economic environment. Periodically review the City's tax and fee systems to ensure they remain consistent with the City's priorities.

EV-8 Monitor the performance of economic development policies and strategies in business diversity, middle-wage job creation, and reduction of displacement risks. Identify and track key economic and demographic metrics to help the city evaluate the effectiveness of local economic strategies and achievement of equitable outcomes.

EV-9 Participate and coordinate with other government agencies, businesses, and non-profits in efforts to further the City's economic vitality.

EV-10 Ensure all businesses have access to proactive businesses assistance including disaster recovery resources through clear, timely, and supportive processes. Prioritize businesses that are small, local, historically lack capital, represent underserved and marginalized communities, and are at risk of displacement.

EV-11 Attract and support businesses that embrace Redmond's environmental sustainability and climate goals.

EV-12 Evaluate and implement communitywide innovations that enhance economic vitality while ensuring data privacy and security.

Quality of Life

The following policies promote a high quality of life, an essential component of an economically vital community.

FW-EV-2 Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation and recreation choices, as well as a healthy natural environment.

EV-13 Maintain and promote a healthy natural environment as a significant community amenity that attracts people and investments and contributes to Redmond's economic vitality and sustainability.

EV-14 Support and collaborate with educational institutions and non-governmental organizations to provide opportunities to advance knowledge and skills.

EV-15 Align workforce development efforts with the needs of underserved communities.

EV-16 Support and incentivize neighborhood-based business to achieve complete neighborhoods.

EV-17 Support and incentivize the preservation of resident-serving businesses that are important to Redmond residents.

EV-18 Foster the creation of business districts that help small businesses thrive and that are centers of local commerce, community, and culture.

EV-19 Enhance local arts, culture, recreation, nightlife, and social amenities that promote Redmond as an attractive place to work and live.

EV-20 Encourage a mix of housing types and options that allows workers at different wage levels to live and work in Redmond.

EV-21 Invest in a well-connected, safe, accessible, and efficient multi-modal transportation network that is responsive to innovations and changing demands.

EV-22 Support Redmond's growth as a tourism destination and foster tourism-related initiatives that bring investment and economic benefit.

EV-23 Allow for the equitable and multi-purpose use of public spaces and rights-of-way, including commercial uses such as outdoor dining, food/merchant kiosks, food trucks, and event and performance spaces.

EV-24 Support the local and regional food economy and businesses, with an emphasis on those that provide access to local products and healthy, affordable, and culturally relevant food options.

Business and Job Diversity

The following policies promote a diverse economy.

FW-EV-3 Cultivate a diverse workforce and business community that reflects Redmond's commitment to opportunity, equity, self-sufficiency, and the importance of both legacy and new businesses.

EV-25 Adopt and maintain development regulations and incentives that prioritize flexibility in size, location, uses, and design to create affordable commercial spaces that allow small, locally owned, and culturally diverse businesses to thrive.

EV-26 Develop and maintain land use, zoning and design regulations that attract and support a diversified mix of businesses, from multinational corporations to small, locally-owned and innovative neighborhood shops.

EV-27 Recognize the importance and value of historically disadvantaged and marginalized communities. Implement actions that would eliminate and correct for on-going disparities and provide opportunity.

EV-28 Encourage home-based businesses that are compatible with residential uses.

EV-29 Foster retention of existing businesses as development occurs through incentives, development regulations and programmatic support, such as funding and grant opportunities.

EV-30 Maintain existing manufacturing park land use and zoning designations to sustain and grow the manufacturing sector while also providing flexibility for evolving business and community needs.

EV-31 Support policies that lead to income self-sufficiency for both workers and business owners in Redmond at a range of skill and educational levels.



Bellwether Housing

Overlake Village Station

Press Release

Letters of Support



Bellwether Housing to build 333 affordable, transit-oriented homes at the Overlake Village Station

Redmond, one of this region's most expensive places to live, will soon be home to 333 new affordable homes. Following a competitive process requesting proposals from affordable housing developers, Sound Transit has selected Bellwether Housing to develop transit-oriented, affordable rental housing adjacent to the Overlake Village Station, near the Microsoft campus in Redmond.

"Transit connects people to community, to housing, to jobs, to education, to food, to health care, to recreation. When transit and development partner to include diverse and affordable communities directly adjacent to quality light rail stations, these people-centered connections become exponentially more vibrant, sustainable, and equitable for the entire region," said Sound Transit CEO Julie Timm. "We are proud to collaborate with Bellwether Housing and the City of Redmond on this transformative project."

State law requires Sound Transit to commit much of the surplus land resulting from station development to affordable housing. To date 1,150 affordable homes have been developed or are under development on former Sound Transit property.

"We applaud Sound Transit's creative use of property near the Overlake Village Station and welcome Bellwether Housing to Redmond," said Mayor Angela Birney. "Affordable housing paired with a range of community services near light rail is essential in achieving our vision of complete and equitable neighborhoods. This is another great example of what working together and leveraging partnerships can do for the betterment of our community."

Bellwether's proposal features rents affordable to households with incomes between 30% and 80% of the area median income. For a 2-bedroom apartment, that means rent will range from about \$800 to \$2,000, in a community where rent is typically [more than twice as high](#) as the national average. The project will include 120 2- and 3-bedroom apartments for larger families.

"This is exactly what we need to be doing – density, affordability, community partners – near great schools, world class transit, and a great job market. Communities need this. Families need this. And we are honored to be supporting Sound Transit and the City of Redmond's housing equity goals," said Susan Boyd, Chief Executive Officer of Bellwether Housing.

Bellwether is partnering with Hopelink, the eastside's largest social service agency, to provide supportive services to residents who need them.

"Too often, families experiencing poverty are priced-out of centrally located neighborhoods. As a result, our communities miss out on the value of their presence and contributions to those communities," said Dr. Catherine Cushinberry, Chief Executive Officer of Hopelink. "With this partnership, families will be closer to good jobs, great schools, and able to participate more in what will be our shared communities. We know how vital access to quality services are to all families as they settle into a place they can call home. Hopelink is excited to walk alongside

residents as they develop this stability and is proud to partner with Bellwether Housing and Sound Transit in this critical work for our region.”

The project will also include large community and retail spaces on the ground floor. OneRedmond-OneEastside SPARK, the Redmond Police Department, and Indian American Community Services plan to occupy and activate those ground floor spaces with services to support public safety, small businesses, and the cultural and recreational needs of the neighborhood.

###

About Bellwether Housing

Bellwether Housing is the largest private, nonprofit affordable housing provider in Seattle. Bellwether has developed and operated housing for low-income individuals, families, seniors and households transitioning out of homelessness since 1980. We serve over 6,000 residents in 2,900 apartments throughout Seattle.

About Sound Transit

Sound Transit builds and operates express buses, light rail and commuter train services for the central Puget Sound region so that people can get to where they are going safely and economically.

About Hopelink

Since 1971, Hopelink has provided stability-building services for people experiencing poverty in North and East King County. The agency provides nine comprehensive services that work in tandem, supporting community members as they work to exit poverty. These services include food assistance, housing, financial capabilities, employment services, transportation, energy assistance, financial assistance, adult education, and family development.



January 19, 2023



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Ryan Baumgartner
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SCS

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Nelson Legacy Group

David Carson
Redmond City Council

Latha Sambamurti
Washington State Arts

Regarding: Letter of Interest in Commercial Space
OneRedmond - OneEastside SPARK
ST Overlake Village Station TOD Property
RP 0091-22

Dear Sound Transit:

We are writing in support of Bellwether Housing's response to your RFP for affordable housing and ground floor commercial space at Overlake Village Station TOD Property in Redmond, WA.

OneRedmond and our OneEastside SPARK: Center for Business Resilience and Innovation program, is part of a coalition of partners in East King County supporting small businesses and non-profits, including Indian American Community Services (IACS) and Eastside for All, that is interested in exploring opportunities to potentially lease or own 10,000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development. We are excited by the opportunity this presents for establishing a multicultural Eastside Small Business Hub featuring a Food Innovation Network complete with a commercial kitchen facility.

OneRedmond, is a 501(c)(6) public-private partnership that serves as the chamber, community foundation and economic development partner for the City of Redmond. OneEastside SPARK (SPARK) is a program of the OneRedmond Foundation dba OneEastside Foundation, a registered 501(c)(3) non-profit.

SPARK was launched in 2021 through a U.S. Department of Commerce Economic Development Administration (EDA) \$500,000 CARES Act Recovery Assistance grant to provide technical assistance and programming for small businesses and non-profits impacted by the COVID-19 crisis in collaboration with East King County's 23 cities and towns; chambers of commerce; community-based organizations; higher education institutions; and county and state government.

Over the 15-month grant period, SPARK delivered 28,000 instances of engagement with small businesses and non-profits via webinars hosted in partnership with the U.S. Small Business Administration (SBA); a virtual portal of resources including on-demand training and education; and one-on-one advising. Throughout the grant period SPARK served over 1,100 unique organizations, with 40 percent self-identifying as women- and/or minority-owned businesses.

The pandemic has brought to light the need for increased support and investment for small businesses and entrepreneurs of color in our communities. Small businesses employ 59.9 million people, and account for 99.9 percent of all businesses in the U.S. Over the past 25 years, small businesses created approximately 60 percent of the net new jobs nationwide, and the majority of money spent at a local business stays in the local economy. The recent Washington State Commerce Technical Assistance Report entitled Time, Trust, Technology: Community First for Small Business Opportunity found that small businesses that receive the right mix of capital and support grow 30% faster than their peers.



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Microsoft

Mary Morrow
Nelson Legacy Group

David Carson
Redmond City Council

Latha Sambamurti
Washington State Arts

Our coalition is reviewing the opportunity to establish a physical multicultural Eastside Small Business Hub that could serve as a centralized location and resource for small businesses and non-profits across East King County. We envision this operating as a service hub, similar to the Together Center in downtown Redmond, providing shared office and meeting space to partners from across our regional small business support ecosystem. Coworking space might also be made available to startups participating in incubator and accelerator programs offered by our partners.

Core to the vision for the Eastside Small Business Hub is the development of an Eastside Food Innovation Network Program for East King County that would be modeled after South King County's Global to Local program and its 2,800 SF Spice Bridge Global Food Hall at Tukwila Village.

Food businesses have traditionally been a way for many immigrants and low-income families to gain a foothold in the economy. Unfortunately, skyrocketing real estate and rental rates for restaurant spaces along with the lack of available commercial kitchens on the eastside are key barriers to success.

The Eastside Food Innovation Network's commercial kitchen in Bellwether's Overlake development would serve as a community institution for existing and up-and-coming food sector entrepreneurs by providing food prep facilities for commercial caterers and food trucks; along with preparation and processing space for food product businesses; and potential pop-up shared retail space for selling products. The space could also serve as a community hub — a space where people can gather to learn more and celebrate the eastside multicultural community's rich food traditions.

The coalition would be interested in exploring options for the space in the Bellwether Overlake development that could include a lease or rent to own structure. This would be dependent on the availability of funding from various sources that may include programs like U.S. Department of Agriculture (USDA) grants for community food system programs; U.S. Economic Development Agency (EDA) Economic Adjustment Assistance grants; potential federal and state direct appropriations; local public support from King County, the Port of Seattle, and other municipalities; in addition to private and philanthropic support from organizations like Microsoft, Amazon and other regional players. From our preliminary discussions with representatives from Microsoft we understand there will be a future opportunity to apply for grants of up to \$1M related to supporting the commercial aspects of this development.

We have met several times with the Bellwether development project team. Given the context of the holiday season and the short timeline for response, we wanted to express our interest in partnering with Bellwether on this project that will greatly enhance our small business support ecosystem across East King County.

We believe that Bellwether would be a strong community partner in the development and operation of this much needed community and affordable housing project.

Sincerely,

Kristina Hudson | CEO, OneRedmond | Founding Partner, OneEastside SPARK
kristinah@oneredmond.org

(425) 885-4014

OneEastside Foundation Federal Tax ID number: #271122671

January 19, 2022



Regarding: Letter of Interest in Commercial Space
Indian American Community Services (IACS)
ST Overlake Village Station TOD Property
RP 0091-22

Dear Sound Transit,

We understand that Bellwether Housing is responding to an RFP to develop affordable housing and ground floor commercial space at 152nd Avenue NE and NE Shen Street adjacent to the Overlake Light Rail Station in Redmond, WA.

Indian American Community Services (IACS) is part of a BIPOC coalition of partners, including OneEastside SPARK and Eastside for All, that is interested in exploring opportunities to potentially lease or own 6-7000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development. We are excited by the opportunity this presents for establishing a multicultural Eastside Small Business Hub featuring a Food Innovation Network and a commercial kitchen facility.

A registered 501(c)(3) non-profit, Indian American Community Services connects and empowers the Asian-Indian community, immigrants, refugees and others through programs, services, and advocacy for people of all ages and all life stages. Programming includes enrichment activities, crisis care and mental health referrals, for families, seniors, women, children, and youth. IACS also informs, supports and mentors small businesses owned by immigrants and People of Color.

Our coalition is reviewing the opportunity to establish a physical multicultural Eastside Small Business Hub that could serve as a centralized location and resource for small businesses and non-profits across East King County. This space will provide a location for partner programs to run seven days a week with services ranging from small business education and networking sessions, intergenerational programming, digital literacy assistance, Welcome Enterprise Center services, a Women's Consignment Closet, admin support offices, human services, and referrals to the housing at Overlake Village for low-income individuals and families priced out of the local community.

We are also excited by the opportunity this new development provides for setting up an Eastside Food Innovation Network Program with a commercial kitchen. Food businesses have traditionally been a way for many immigrants and low-income families to gain a foothold in the economy and this program would serve as a key resource for food sector entrepreneurs by providing food prep facilities; along with preparation and processing space; and potential a shared retail space. The space could also serve as a community hub, where people can gather to learn more and celebrate the eastside's rich multicultural food traditions.

The coalition is interested in exploring either a lease or rent to own structure for the coalition-based space. Initial discussions with Microsoft have identified Microsoft Philanthropy as a potential funding source for development of the coalition commercial space. The final structure depends on the coalition's capital campaigns and funding opportunities.

We have met several times with the Bellwether development project team. Given the context of the holiday season and the short timeline for response, we wanted to express our interest in partnering with Bellwether on this project in the Overlake neighborhood of Redmond.

We believe that Bellwether would be a strong community partner in the development and operation of this much needed affordable housing project.

Sincerely,

A handwritten signature in black ink, appearing to read "Lalita Uppala". The signature is fluid and cursive, with the first name "Lalita" written in a larger, more prominent script than the last name "Uppala".

Lalita Uppala
Executive Director
Indian American Community Services
P.O. Box 404
Bellevue, WA 98009-0404
Phone Number (253) 234-9989
Federal Tax ID number: 91-1268802



January 19, 2023

Regarding: Letter of Interest in Commercial Space
Eastside for All
ST Overlake Village Station TOD Property
RP 0091-22

Dear Sound Transit,

I understand that Bellwether Housing is responding to an RFP to develop affordable housing and ground floor commercial space at 152nd Avenue NE and NE Shen Street adjacent to the Overlake Light Rail Station in Redmond, WA.

Eastside for All supports the coalition of partners, including Indian American Community Services (IACS) and OneEastside SPARK, that are exploring opportunities to potentially lease or own 10,000 square feet of ground floor commercial space at the south-west corner of the Bellwether Overlake development.

Eastside for All supports local community-based organizations, partnering with many multiracial and multicultural organizations on a regular basis to share, collaborate, and take joint action for racial equity and other social justice initiatives. For the past four years we've convened the Enterprise Welcoming Group, a network of leaders of color; together we support our small business owners and advocate for professional and economic advancement in our communities.

We are excited by the opportunity the Bellwether Housing presents for establishing a multicultural Eastside Small Business Hub that may include an Eastside Food Innovation Network with a much-needed commercial kitchen facility. This is in line with a vision that our community and many of our partners have been working toward since early 2019 - the establishment of a physical space serving as a centralized location and resource for small businesses and non-profits across East King County. The pandemic made the need for community spaces like this all the more urgent.

We look forward to working with and supporting the coalition in advancing equitable access to opportunities, resources and capital to address the problem of racial disparities and rectify long-held systemic barriers faced by our entrepreneurs and business owners of color.

We believe that Bellwether would be a strong community partner in the development and operation of this widely beneficial asset and resource.

Sincerely,

Debbie Lacy
Founder/Executive Director
Eastside for All | EastsideForAll.org
425-209-0895



Sound Transit

Overlake Village Station
TOD Project
Overview



Overlake Village Station TOD Project Overview

The area highlighted in pink represents approximately two acres available for transit-oriented development after Overlake Village Station opens in 2023.

We're working with the City of Redmond to support TOD at the future Overlake Village Station, with the primary goal of creating much-needed affordable housing. TOD could also include a mix of ground-floor retail and community spaces, to support the new housing, as well as help foster a vibrant neighborhood that's seamlessly connected to regional transit.



Over the past couple of years, Sound Transit, the City, and other partners have investigated how to support TOD at Overlake Village Station. First, Sound Transit conducted community engagement in 2021 and 2022. We learned a lot about the community's vision for TOD near the new station and the needs it could fill (read our report on that equitable community engagement process [here](#)). In addition, Sound Transit conducted a feasibility study, to decide what could be built on the site.

Based on this information, Agency staff presented an offering strategy to the Sound Transit Board of Directors, which approved offering this site to Qualified Entities – non-profit housing

developers, public housing authorities, and local governments – for the development of affordable housing. With this course of action approved, the Agency published a Request for Proposals seeking Qualified Entities for the redevelopment of the site on Nov. 9, 2022.

Through the RFP process, Sound Transit selected Bellwether Housing, which proposes to construct 333 affordable housing units. This housing will be for tenants with incomes between 30% and 80% of the area median income, with the average benefiting those earning 50% or below the area median income. These units will be comprised of studio, 1-bed, 2-bed, and 3-bed units. In addition, Bellwether proposes to construct ground floor commercial space for retail, community-based organizations, and public partners to serve the community and transit riders.

Sound Transit and Bellwether are now developing the project agreements, which will need to be reviewed and approved by the Sound Transit Board of Directors. Bellwether expects to break ground on the project in 2025, and open to residents in 2027.

[Sign up here](#) to get updates and to learn more about the future of the Overlake Village Station TOD properties.

Project facts

- Two acres of land (roughly the size of two football fields) are available for affordable housing development.
- Site groundbreaking expected in 2025 and opening in 2027.



OneEastside SPARK EDA Release



ECONOMIC DEVELOPMENT ADMINISTRATION
COMMERCE NEWS
UNITED STATES DEPARTMENT OF COMMERCE — WASHINGTON, D.C. 20230

FOR IMMEDIATE RELEASE
Friday, March 12, 2021

Contact: John Atwood
JAtwood@eda.gov

U.S. Department of Commerce Invests \$500,000 in CARES Act Recovery Assistance to Support Safe Businesses Reopening Efforts in Redmond, Washington

WASHINGTON – Today, the U.S. Department of Commerce’s Economic Development Administration (EDA) is awarding a \$500,000 CARES Act Recovery Assistance grant to OneRedmond, Redmond, Washington, to provide technical assistance needed to help coronavirus-impacted small businesses reopen safely and successfully. This EDA grant, to be matched with \$160,000 in local investment, is expected to create or retain 2,000 jobs.

“The Economic Development Administration is committed to helping communities across the nation implement strategies to mitigate economic hardships brought on by the coronavirus pandemic,” said **Dennis Alvord, Acting Assistant Secretary of Commerce for Economic Development**. “This EDA investment in OneRedmond will support their Small Business Recovery and Resiliency Center in providing tailored technical assistance to aid local small businesses, including minority-owned businesses.”

The project will allow OneRedmond’s Small Business Recovery and Resiliency Center to develop a virtual portal to showcase small business success stories while providing updated information on the latest developments and improve program coordination and collaboration with State and local partners to provide small business owners with the comprehensive assistance needed to grow and become more resilient in the face of the coronavirus pandemic.

This project is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act ([Public Law 116-136](#)), which provided EDA with \$1.5 billion for economic assistance programs to help communities prevent, prepare for, and respond to coronavirus. EDA CARES Act Recovery Assistance, which is being administered under

the authority of the bureau’s flexible [Economic Adjustment Assistance](#) (EAA) program, provides a wide-range of financial assistance to eligible communities and regions as they respond to and recover from the impacts of the coronavirus pandemic.

About the U.S. Economic Development Administration (www.eda.gov)

The U.S. Economic Development Administration (EDA) mission is to lead the federal economic development agenda by promoting competitiveness and preparing the nation's regions for growth and success in the worldwide economy. An agency within the U.S. Department of Commerce, EDA makes investments in economically distressed communities in order to create jobs for U.S. workers, promote American innovation, and accelerate long-term sustainable economic growth.



Time, Trust, Technology

Community first for small business

Technical Assistance Report

Executive Summary



TIME, TRUST, TECHNOLOGY

Community first for small business opportunity



Washington State
Department of
Commerce



**Washington
Opportunity
Networks**

Technical Assistance Report Executive Summary

Letter from Director Brown

When Param Carr had to close her salon due to the COVID-19 shutdown, she and her family faced financial uncertainty. The small business is her family's sole income source, and mortgage and living costs continued to mount. Fortunately, Indian American Community Services was there to help. This technical assistance provider connected Param with a Punjabi-speaking volunteer, who helped her find financial assistance. This kind of **tailored, consistent and in-language support** was critical to helping Param and many other Washington business owners emerge from the pandemic vital and strong.

Small businesses that receive the right mix of capital and support grow 30% faster than their peers. This assistance can include everything from **filling out a loan application to creating an online marketing strategy, helping hire employees to teaching how to use QuickBooks.**

How do we ensure that all small businesses -- especially those farthest from opportunity or owned by minorities or women or those in rural communities -- have access to the technical assistance they need?

Commerce worked with technical assistance providers around the state to learn about the small businesses they serve and how owners get technical assistance, from whom, and the factors that improve impact. The results, which are outlined in this report, will help **us prioritize state, philanthropic and investor resources to fill in gaps and scale up services.**

This report uncovers how to best support small businesses and sets up Commerce to strengthen resources and initiatives and dismantle barriers, so small businesses farthest from opportunity can thrive and continue to build economic prosperity.

At Commerce, we know that an equitable economic recovery is critical for our communities and necessary for a thriving economy that is as diverse as our state. Washingtonians need an economy that works for everyone, especially as we rebuild from the COVID-19 pandemic.

I look forward to continuing to invest in these technical assistance providers so they can best serve small businesses farthest from opportunity with **in-language, culturally relevant resources, the time necessary to reach entrepreneurs, and the tools and technology that are vital for economic success.**

Lisa Brown - Director
Washington State Department of Commerce





Community first

STRONG BUSINESSES, STRONG ECONOMY

Micro-businesses that receive the **right mix of capital and support grow 30 percent faster** than their peers.

Women-owned businesses grow at three times the rate of all businesses. And **women of color-owned businesses demonstrate explosive growth, growing 43% faster** than businesses overall. One 2022 report noted nationally certified minority-owned businesses saw a 64% increase in jobs.

However, up until now, **there has been no comprehensive study** of what the right mix of capital and support actually is – and whether businesses have access to it. In response, the Washington State Department of Commerce commissioned this report, which focused on **minority and rural businesses farthest from opportunity with fewer than five employees and less than \$100,000 in annual revenue**. In this report, Commerce sought to not only understand the economic impact of the COVID19 pandemic, but to also position the state for future success.

Minority and rural businesses already account for a significant share of Washington's small businesses. Given that the state is diversifying faster than predicted, the projected market share of these businesses by 2060 will be a key factor in the state's future and likely the very **foundation of Washington State's future economy**. Supporting these businesses today will help ensure prosperity for the entire state tomorrow.

"The way...we have always approached our work is 'community first'...we see this...work as a critical step of that empowerment, which is building financial security, financial success, leading to generational wealth, which leads to power and ultimately representation and empowerment."

Angie Hinojos,
Centro Cultural Mexicano

"FARTHEST FROM OPPORTUNITY" DEFINED

For purposes of this report, "farthest from opportunity" is defined as groups or individuals who experience barriers that include, but are not limited to, cultural, linguistic, or geographic obstacles not generally experienced by those who own the systems they must operate within. These groups are generally considered underserved by our institutions. In this report, "minority" refers to people and organizations that are not the culturally dominant identity most closely associated with power. Examples could include those in underserved ethnic or racial groups, women, those who identify within the LGBTQ community, people with disabilities, and/or those who live in rural communities. These groups are generally considered underserved by our institutions. (Please see "Definitions" section.)

WHY FOCUS ON MINORITY AND RURAL OWNED BUSINESSES?

We are focusing on these businesses because:

Commerce's mission is to support equitable and inclusive opportunity in Washington State.

Despite dramatic and systemic obstacles, **these businesses are economic powerhouses** that are capable of explosive growth when properly funded and supported, scaling faster than all businesses.

Many do not have **equitable access to capital needed** to maintain or grow their businesses due to lack of collateral, credit or financial training.

There was little data on what technical assistance is available statewide to support these businesses.

WHAT IS THE TECHNICAL ASSISTANCE NETWORK?

This research has shown that the TA collaborative network is an interconnected system of service providers who share information and work together to provide support services for the small businesses we have focused on in this study.

HOW MANY HOURS PER BUSINESS?

By & For providers consistently stated that their work to serve small business owners involved a significant amount of time per small business. **Wrap-around services can entail 40 or more hours** with a business owner, with five or more relationship building interactions prior to the onset of actual business consultation.

WHAT SERVICES ARE BEING PROVIDED?

Small business technical assistance encompasses a diverse set of services that traditionally have included access to capital, business planning, marketing, and financial services including accounting, bookkeeping, billing and related services. Based on survey data, traditional TA services are covered by the network, though **access to these services is limited by geography and language.**



Time, Trust, Technology

INVESTMENTS WITH IMPACT

The study found that investing in time, trust and technology will have the most impact in improving access to and effectiveness of services to these businesses:

TIME:

For these businesses farthest from opportunity, technical assistance requires wrap-around support estimates range from 40 to 80 hours per business to provide the full range of services required and build important skillsets. Because the owner is usually working long hours running their business, technical service **providers must be available when needed, after business hours, at nights or on weekends.**

TRUST:

Trust in the technical assistance provider influences access to and effectiveness of business services for these minority small business owners. Trust is highly conditional, with multiple levels and types of trust operating simultaneously. Long-term involvement in and commitment to the community being served is one component, as are personal relationships. **Linguistically and culturally relevant** services are also key factors and have multiple definitions, including lived experience, generational, regional and owning/operating a small business.

"So when we talk about trust, the difference with Native people is that we are placed based. When we talk about trust, it also really comes through your family networks. What tribe are you? What family are you in? So that is really important in Indian country. And then have you done your time in Indian Country? Have you been around for a long time? Have you been there, through thick and thin with people? There is no separation between your personal and your business life."

Andrea Alexander
Tribal Technology Training T3

TECHNOLOGY:

This includes access to broadband, which enables the business owner to access opportunities that e-business requires and to **build digital literacy for basic computer skills as well as online retailing.** Many businesses lack hardware or software – sometimes even a smart phone. Machines used in the business can be costly, and lack of access to capital can be an insurmountable barrier.

"... a majority of them are still micro and small businesses because we've not had the generational wealth to build the business beyond one or two generations. Think about our businesses, no assets, (and) no capital for them to start a business and pass it on to the next generation..."

Marvo Reguindin, AHANA



DO SMALL BUSINESSES GET SERVICES THEY NEED?

ACCESS TO CAPITAL:

Providers told us that small businesses don't have access to the capital they need. However, providers are strong on referrals but have less capacity overall to help businesses prepare for loans or to provide capital directly. The majority of providers say they **do not have capacity to provide capital or help small businesses get ready for loans or grants**. Instead, 85 percent of these service providers refer small businesses to a capital provider.

GEOGRAPHY LIMITS ACCESS:

The survey data show that there are some areas of the state underserved by the full range of TA services. Services are highly concentrated in metro areas, leaving vast regions of the state underserved. **Access to the crucial culturally and linguistically relevant services provided by By & For organizations** is extremely limited by geography.

LANGUAGE, CULTURALLY APPROPRIATE SERVICES KEY:

All 20 languages included in the survey are reported being offered by one or more of the TA providers. Some TA organizations offer only English; others offer services in several languages. We do not know if these services are provided by native speakers, by those with language training, by digital translation or telephone translation services. We know that multilingual service capacity differs by organization and by location.

This creates **major challenges for speakers of languages other than English** to easily access the specific assistance they need, especially in the state's 31 rural counties. Providing multi-lingual and multi-cultural business services that support all businesses, regardless of preferred language or cultural business norms, allows customers to get the most out of TA services.



What businesses need

ACCESS TO SERVICES:

These data clearly show that the need for these services exists if they are delivered in the appropriate context and by a trusted provider. **The small scale of these technical assistance organizations limits their ability to meet the needs of small businesses.**

Although most reported they wanted to expand their reach in the next 12 months, they were limited by staff and resources. There is a clear opportunity to increase networking and collaboration among the service providers: most want to increase their networking with other providers.

This study revealed that scaling access to services will likely require intentional collaboration among technical assistance providers to develop a rigorous plan with aligned incentives that can **attract sustainable funding**. Further, scaling equitable access to services for diverse businesses **is best designed and led by By & For organizations**.

GUIDANCE FROM 'BY & FOR' LEADERS

By & For leaders were asked to share their **guidance to philanthropic foundations, donors and funders overall**, which is supported by recommendations from academic and business research cited in the full report. This guidance includes:

- *Invest in language services offered by native language speakers*
- *Invest in strategies and organizations that are led by members of the specific communities being served*
- *Digital equity issues and broadband coverage gaps must be addressed immediately*
- *Addressing rural-urban disparities is an urgent need*
- *Support expenditures that allow for maximum one to one, in-person services*
- *Support development and funding of financial services and access to capital designed for and by businesses farthest from opportunity*

FINANCIAL SERVICES NEEDED

Businesses farthest from opportunity experience disproportionate constraints to access comprehensive financial services, adding weight to the many economic pressures they experience.

By & For leaders we interviewed highlighted the need for financial services and access to capital that are specifically designed by and for businesses farthest from opportunity, including:

- *Character based lending*
- *Lending circle programs*
- *Sharia-compliant financial products*
- *Loans with a zero percent interest rate*
- *Services for small business owners using Individual Taxpayer Identification Numbers, such as Tribal members or non-documented immigrants*
- *Local Investment Networks*
- *Credit repair and credit building programs*
- *Community-led investment funds*



"You will always be able to connect with somebody within your own first language, but also somebody who has the cultural background to best understand and communicate with you."

Carmen G. Castro
Hispanic Metropolitan Chamber

Glossary of terms

The use of identity language is always evolving, and we will continuously improve as we learn and develop in this work.

In this report, there may be concepts the reader has not encountered. There may also be generally used terms that may have technical definitions, depending on which industry is using the terminology. The following descriptions are specific to this report:

BY & FOR ORGANIZATION

These organizations are part of the unique community where leadership and/or staff belong to the same community they serve and promote and preserve community member's identities, traditions, and values. By & For organizations build trust, advocate, respond, and solve problems specific to community members. They have roots in their respective communities as change agents, mitigating systems of community service, investing, and working with community members to improve their quality of life. (Hampton, 2021)

"By & For organizations" is a general term which refers to any type of organization with leadership/staff which reflect the communities they serve. This report focuses exclusively on small business technical assistance and therefore, every one of the organizations included herein provides some form of small business TA. Therefore, to enhance readability and comprehension, we use the following terms interchangeably depending on grammar and sentence structure: "By & For providers," "By & For community based TA providers," "By & For community organizations," and "By & For service providers."

TA NETWORK

When considering what makes up a collaborative network, this report relies on an expansive definition that is characterized by organizations that work jointly with other assistance providers. Please see the definition of Technical Assistance (TA) Organizations for examples of entities that may be part of a collaborative network.

COMMUNITY

A group whose members have something in common. For example, those who share culture, knowledge, physical location, or people who share common goals, values, interests or live in the same place.

CULTURALLY APPROPRIATE / CULTURALLY RESPONSIVE / CULTURALLY RELEVANT

Services provided that are culturally appropriate/responsive/relevant are effective, equitable, understandable, and respectful to diverse cultural beliefs and practices, preferred languages, literacy, and other communication needs.

EQUITABLE

We know a service or practice to be equitable when race, gender, and other identifiers are no longer able to predict outcomes.

FARTHEST FROM OPPORTUNITY

Groups or individuals who experience barriers that include, but are not limited to, cultural, linguistic, or geographic obstacles not generally experienced by those who own the systems they must operate within. These groups are generally considered underserved by our institutions.

MINORITY

In this report, minority refers to people and organizations that are not the culturally dominant identity most closely associated with power. Examples could include those in underserved ethnic or racial groups, women, those who identify within the LGBTQ community, people with disabilities, and/or those who live in rural communities. These groups are generally considered underserved by our institutions.

SMALL BUSINESS

While there are numerous considerations for what makes up a small business, for the purposes of this report we generally consider a small business to have less than five employees and less than \$100,000 in annual revenue.



This report purposefully explores the perspective of racially and culturally diverse organizations. The Department of Commerce acknowledges and respects the intersectionality of identities, and the difficulty inherent in categorizing such personally held and meaningful characteristics. It would be impossible to capture every possibility; however, the definitions on this page are provided to generally describe words and phrases that speak to identity within this report.

Additionally, while special emphasis was taken to ensure diverse perspectives were included in this report, it's important to highlight that recommendations resulting from the findings work to benefit the entire technical assistance environment. Plainly speaking, the recommendations benefit all and can serve to benefit the communities these organizations engage with, not just the underserved groups highlighted.

TECHNICAL ASSISTANCE (TA)

This phrase covers a wide variety of service offering to help small businesses develop sustainable and financially healthy business enterprises.

TECHNICAL ASSISTANCE (TA) ORGANIZATIONS

TA organizations focus on different aspects of small business development. These organizations, which may have an array of differing missions, governance structures, and funding sources that focus on different aspects of small business development, are part of the TA collaborative network. The network includes Associate Development Organizations (local economic development

organizations), chambers of commerce, community organizations, community banks and credit unions, CDFIs, U.S. Small Business Administration, non-profit and charitable organizations, private sector organizations (as well as foundations), and city, county, and state governments.

TRUSTED PARTNER / TRUSTED MESSENGER

Trusted partners or messengers are individuals or organizations that have an established relationship with the communities they serve. They typically share community characteristics.

Types of providers explained

SBA:

The U.S. Small Business Administration network includes 30 Small Business Development Centers across the state who are affiliated with Washington State University agencies to advise on all phases of business development through advising, education and research.

ADO:

One of 33 Washington State Department of Commerce Associate Development Organizations serving the 39 counties across the state furthering the state's economic goals.

CDFI:

Community Development Finance Institutions include community development banks and credit unions and non-regulated institutions such as loan funds or venture capital. There are 26 across the state. (CDFI.org)

GOVERNMENT AGENCIES:

In addition to local government, these include federal state agencies, as well as SBA and port authorities.

CHAMBERS OF COMMERCE:

There are 163 chambers across the state, which are local association to promote and protect the interests of the business community, as well as provide information, workshops and strong government and business networks.

COMMUNITY BASED ORGANIZATIONS AND NON-PROFITS:

These are largely grassroots, By & For organizations that provide services to entrepreneurs and small businesses.

CHARITABLE ORGANIZATIONS:

These organizations are focused on providing technical assistance to the smallest of Washington States businesses.

FOR PROFIT:

TA providers including Limited Liability Corporations, S and C-corporate structures that provide TA services to small businesses.

UNIVERSITIES:

These are institutions across the state that provide research, education and training support services to small businesses.

TYPES OF TECHNICAL ASSISTANCE PROVIDERS

U.S. Small Business Administration network

Associate Development Organizations

CDFI (Community Development Finance Institutions)

Local, state and federal government agencies

Chambers of Commerce

Community Based Organizations, non-profits (grass-roots, By & For organizations)

Charitable organizations

For profit TA providers

Universities



Acknowledgements

This work has been made possible by the leadership and vision of Dr. Lisa Brown, the Washington State Department of Commerce and a grant from the U.S. Economic Development Administration.

We would first like to thank the generosity and insights of all the survey respondents and interviewees who shared their time, trust and expertise. The members of the Small Business Resiliency Network, a program operated by the Washington State Department of Commerce deserve special recognition. They are:

African Chamber of Commerce of the Pacific Northwest (ACCPNW)
African Community Housing Development (ACHD)
Asia Pacific Cultural Center (APCC)
Cambodian American Community Council of WA
Carl Maxey Center
Center for Inclusive Entrepreneurship – Community Enterprise
Centro Cultural Mexicano
Communities of Color Coalition
Community for the Advancement of Family Education (CAFE)
El Centro de La Raza
Ethiopian Community in Seattle
Federal Way Black Collective
Filipino Community of Seattle
Friends of Little Sài Gòn (FLS)
GSBA
Hispanic Metropolitan Chamber
Indian-American Community Services
Japan-America Society of the State of Washington
Latino Community Fund of Washington
Latinos en Spokane
Multi-Ethnic Business Association (AHANA-MEBA)
Muslim Association of Puget Sound (MAPS)
Seattle Chinatown International District Preservation and Development Authority
Seattle-Washington State Korean Association
Sister Sky, Inc.
Spokane Independent Metro Business Alliance (SIMBA)
Tabor 100
Tacoma Urban League
Tri-Cities Hispanic Chamber of Commerce
Urban League of Metropolitan Seattle
Ventures
William Factory Small Business Incubator

We are indebted to the invaluable insight from the members of the EDA Safe Start Grant cohort AKA the 'TA Pod':

- James Davis, Sean Moore and the Thurston County Economic Development Council
- Chuck Depew, Melissa LaFayette, Sarah Lindsley and National Development Council
- Deloit Wolfe, Miguel Moreno, Dave Nierescher and Impact WA
- Sandra Archibald, Akhtar Badshah, Lisa Goodman, Trang Le, Rich Tong and Restart Partners
- Kristina Hudson, Samantha Paxton, Margo Shiroshima and OneRedmond
- Giselle Saguid and the Washington SBDC

We would also like to thank our colleagues at Commerce: Chris Green, Keith Swenson, Cheryl Smith, Marissa VanHoozer, Liz Rocca, Penny Thomas, Jasmine Vasavada, Marie Davis, Linda Womack, Molly Jay, Robb Zerr, Alex Harper, Julia Havens, JB Bennis, Jessica Camacho, Norma Chavez, Tracy Gunter, Lauren Nissen, Lauren Boyan, Soo Ing-Moody and Scott Varga.

We would like to thank Melanie Audette and Mission Investors Exchange for their tireless advocacy in the field of impact investing and for fomenting this project with vision and leadership. Thanks also to the entire team at Kind Capital for seeding this work including John Duong, Debbie McKeon, Lori Ruffin and Molly Martin.

This work would not have been possible without the team at Rally communications, Manny Rivera, Kathryn Burke, Veronica Milliken and Alexia Suarez.

Many thanks for the vision and stewardship of the following organizations:

- MBDA (Minority Business Development Agency) Washington Business Center
- Washington Economic Development Association
- Washington State Microenterprise Association
- Washington Small Business Development Center
- Seattle Metro Chamber

We would like to thank these individuals who graciously shared their insights, support and assistance:

- Jan Ager, Ager Consulting
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- Shivon Brite, Namákota, LLC
- Gloria Dixon, Executive Director, BECU Foundation
- Lisa Goodman, Senior Research Fellow, Restart Partners
- Mauri Ingram, President and CEO, Whatcom Community Foundation
- Kate Isler and the WMarketplace
- Sharon Miracle, President and CEO, Yakima Valley Community Foundation
- Sally Riggs, The Center for Nonprofit Research and Evaluation
- Lerria Schuh, Executive Director, Smith-Barbieri Progressive Fund

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www.commerce.wa.gov



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-126
Type: Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia, P.E.	Transportation Planning and Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Strategist
Planning and Community Development	Francesca Liburdy, P.E.	Senior Planner

TITLE:

Acceptance of Safer Streets for All (SS4A) Action Plan Grant and Approval of PSRC Subaward Agreement

OVERVIEW STATEMENT:

In 2022, staff submitted a grant application for the Safe Streets and Roads for All (SS4A) federal discretionary program. Through the application process, the City was requested by USDOT to combine its application with the Puget Sound Regional Council (PSRC), Pierce County, and the cities of Burien, Everett, Kent, and Tukwila. PSRC will coordinate the work and serve as the lead applicant developing a Regional Safety Plan while each jurisdiction will develop detailed localized Safety Action Plans. As one consolidated application, the Safety Action Plan for the Central Puget Sound Region was selected for award from the Notice of Funding Opportunity (NOFO) FY22 Safe Streets and Roads for All Action Plan. Staff is seeking approval for the City to accept the subaward agreement with the PSRC of \$160,000 for the Redmond portion of the SS4A Action Plan Grant. PSRC has the overarching agreement with FHWA. Approval of this subaward agreement with the PSRC will provide funding for the city to hire a consultant to conduct community outreach and develop a Safety Action Plan.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan, 2030 Comprehensive Plan,

Community Strategic Plan: Infrastructure Objective #2 and Public Safety Objective #3

- **Required:**
Council approval is required for the agreement.
- **Council Request:**
N/A
- **Other Key Facts:**
None

OUTCOMES:

The City staff have advertised a Request For Qualifications for a consultant agreement for support in community outreach and implementation of data-driven analysis and prioritization of traffic safety activities and development of a Safer Streets for All (SS4A) Action Plan. The PSRC Subaward Agreement creates revenue for the SS4A consultant agreement that will be presented to Council for approval at a future meeting.

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:

Staff will apply for grant funding of \$160,000 with a local match of \$40,000 that would be allocated from Transportation Planning & Engineering operating fund. There are sufficient funds to cover the required local match.

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

Budget Offer Number:

000343

Budget Priority:

Vibrant and Connected

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
9/5/2023	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

Safe Streets and Roads for All (SS4A) federal discretionary funds are not available for reimbursement without a subaward agreement with the PSRC.

ANTICIPATED RESULT IF NOT APPROVED:

The City will not be able to conduct the needed community outreach and development of safety activities required as part of the safety action plan or apply for future SS4A implementation grants.

ATTACHMENTS:

Attachment A - PSRC Subaward Agreement
Attachment B - Subrecipient Monitoring
Attachment C - PSRC Master Agreement



**Subaward Agreement Between
Puget Sound Regional Council
and
City of Redmond
for
Safe Streets for All (SS4A) Action Plan**

Date Entered into Agreement: July 28, 2023

Subaward Agreement #: 2024-01

1.0. SUBAWARD AGREEMENT

Pass-through Entity (PTE): Puget Sound Regional Council		Subrecipient: City of Redmond	
Subaward Period of Performance: Start: 07/28/23 End: 12/31/25		Amount Funded: \$160,000	Subaward Agreement #: 2024-01
Federal Awarding Agency: US Department of Transportation		FAIN: 693JJ32340054	
Federal Award Issue Date: 05/19/2023		Total Amount of Matching Funds: \$40,000	
ALN No. and Name: 20.939, Safe Streets and Roads for All			
Project Title: Safe Streets for All (SS4A) Action Plan			
R & D Award <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Unique Identifier #XK1UCKFKU3N9	

This SUBAWARD (hereinafter the "Award"), is made and entered into this twenty eight day of July, 2023 by and between the Pass-through Entity, Puget Sound Regional Council, (hereinafter "PSRC") and Subrecipient, City of Redmond (hereinafter "REDMOND"), and supports the work described in the approved final scope of work, which is incorporated by reference into this Award and attached in Exhibit A. All work on this project should be consistent with the *Authorized Scope of Work* unless modified by the appropriate authority as described in 4.2 below.

PSRC is a Metropolitan Planning Organization under federal law (23 USC 134) and a Regional Planning Transportation Planning Organization under state law (RCW 47.80) and has all powers necessary for the performance of the work and obligations of this Agreement, and has the authority to contract with member and non-member agencies for special services; and

REDMOND is a US Local Government under state law (RCW 43.21C.120) and has all powers necessary for the performance of the work and obligations of this Agreement;

The U.S. Department of Transportation (hereinafter the "USDOT"), has expressly consented to this Award; and

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

2.0. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Award, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.

A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

PSRC Designated Representative. The Designated Representative for PSRC is Gary Simonson. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

Puget Sound Regional Council
Attn: Gary Simonson, Senior Planner
1011 Western Avenue, Suite 500

Phone: (206) 971-3276
Fax: 206-587-4825
Email: gsimonson@psrc.org

Seattle, WA 98104

REDMOND Designated Representative. The Designated Representative for REDMOND is Josh Mueller. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

City of Redmond
Attn: Josh Mueller
Title: Senior Transportation Specialist
15670 NE 85th Street MS: 4SPL
PO Box 97010
Redmond, WA 98052

Phone: (425) 556-2461
Email: jmueller@redmond.gov

3.1. In its performance of this Subaward Agreement, REDMOND shall be an independent entity and not an employee or agent of PSRC.

3.2. REDMOND must obtain the prior written approval of PSRC whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the Scope of Work or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the USDOT.
- c) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.
- d) Transfer of budgeted amounts.
- e) No-cost extensions.

3.3. Governmentwide Debarment and Suspension

REDMOND shall comply with the provisions of 2 C.F.R. Part 200, Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Award", Section I, (published in the Federal Register on December 26, 2013, 78 FR 78608), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

REDMOND (and all subcontractors, if any) must maintain current registration in the System for Award Management (www.sam.gov) at all times during which they have active federal awards or subawards, including for this Agreement.

3.4. Indemnification

To the extent permitted by law, each Party to this Agreement shall indemnify the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, due to, any acts or omissions of the indemnifying Party in the implementation of this Agreement or any agreement between REDMOND and its subcontractor(s).

No Party shall be required to indemnify the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

This indemnification shall survive the termination of this Agreement.

3.5. Compliance with Federal Award Obligations. The Award is subject to, and REDMOND shall comply with, the terms and conditions of the PTE Award and the [Department of Transportation General Terms and Conditions](#) (February 8, 2023) (see attachments 1 and 2), including all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), and approved applications.

4.0. BUDGET & PAYMENT PROCEDURE

4.1. Budget

The estimated budget to accomplish the tasks described in the Scope of Work for this is incorporated in Exhibit B of this Agreement. This budget reflects the Parties' best estimates of the amounts that may be required to accomplish the total work under this Agreement. Actual amounts reimbursable shall be based on actual work performed. In the event it is determined that the Scope of Work has been accomplished by REDMOND for a lesser amount, PSRC shall only pay reimbursements for documented costs. In no event shall REDMOND be paid for costs that are not documented pursuant to the requirements of this Agreement.

4.2. Payments/Invoices

PSRC shall reimburse REDMOND not more often than monthly for costs incurred in the performance of this Award, which are determined to be allowable, allocable, & reasonable in accordance with 2 CFR Part 200. All invoices shall be submitted using REDMOND's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification (Exhibit C), as required in 2 CFR 200.415 (a). PSRC shall not transfer nor be obligated to transfer any funds in advance of its approval of such requests.

Documentation of all expenses eligible for reimbursement shall be maintained by REDMOND and shall, upon request by PSRC, be provided prior to reimbursement as required by this Award. All invoices presented for payment shall include a reasonable description of the tasks performed that correspond to the amounts invoiced.

To assure payment processing in a timely manner, REDMOND shall submit all invoices, required reports, and documentation to the attention of:

PSRC
Attn: Patty Mosure
1011 Western Ave, Suite 500
Seattle, WA 98104
206-971-3291

PSRC's shall review and pay reimbursable amounts within 45 days of receipt of the invoice.

PSRC reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be reasonably required under this Agreement.

4.3. Prohibited Use of Funds

REDMOND may not use funds for the following ineligible activities:

- (a) Ineligible costs under 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) Any activities prohibited under the Grant between USDOT and PSRC dated.

4.4. Final Payment

Final payment will be made to REDMOND upon final completion of the work and upon written acceptance by PSRC's Designated Representative. Any required adjustments shall be reflected in the final invoice.

4.5. Use of Consultants/Contractors

For all proposals and contracts where costs are expected to exceed \$100,000, the scope of work and the costs of such must be submitted to and approved by USDOT prior to employment of such consultants or contractors. REDMOND will ensure that any consultant or contractor paid from funds provided under this award is bound by all applicable award terms and conditions. USDOT shall not be liable hereunder to a third party nor to any party other than the PSRC.

In addition, all procurements shall adhere to PSRC's Procurement Policies and Procedures as updated March 2023.

\$10,000 or under	<u>Micro purchase</u> : No competition required.
\$10,001-\$250,000*	<u>Small purchase</u> : Competition required with documentation of an adequate number of price/rate quotes.
Over \$250,000*	<u>Competitive proposal</u> : Competition required with documentation of at least two formal, written bids, proposals or qualifications, as well as an independent cost estimate.
Pre-approval required <u>Noncompetitive proposal</u> : Only when competitive method is infeasible and certain situations apply.	

*In addition, all contracts over \$100,000 shall include applicable lobbying certifications as stated in section 10.15.

5.0. REPORTING AND RECORDS

5.1. Reports and Documentation

Quarterly Progress Reports: REDMOND agrees to assist PSRC with Program Performance Reports on a quarterly basis. REDMOND will supply report content, e.g. summaries of work completed, to PSRC no later than 10 days following the end of the period (e.g., reports due on or before January 10th, April 10th, August 10th, and December 10th).

Performance Progress Reports submitted to USDOT by PSRC should include the following:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the USDOT investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;

- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where USDOT assistance is needed to support the project or any other key information that would be helpful for your USDOT Project Officer to know.

Final Project Reports may be posted on USDOT's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
- ii. Provide a high-level overview of the activities undertaken;
- iii. Detail lessons learned during the project period that may be of assistance to USDOT or other communities undertaking similar efforts;
- iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
- v. Any other key information from the relevant project period

5.2. Availability of Records

All project records in support of all costs and actual expenditures incurred by REDMOND and its Sub-Contractor(s) under this Agreement shall be maintained by REDMOND and its Sub-Contractor(s) and open to inspection by PSRC (or its federal funding agency) during normal business hours, and shall be retained and made available for such inspection for the duration of the State and Federal records retention requirements from final payment of funds under this Agreement to PSRC. Copies of said records shall be furnished to PSRC and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by REDMOND to fulfill the terms of this Agreement.

6.0. Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by 2 C.F.R. parts 200.501 and 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Right to Audit and Disallow and Recover Funds

The Federal government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon USDOT review, the final audit, or any other special audits or reviews undertaken. USDOT has the right to order a special audit, even if PSRC's auditor or a cognizant agency has already conducted one.

7.0. CONTRACT ADMINISTRATION and SUBRECIPIENT MONITORING

REDMOND shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by REDMOND. In no event shall any contract executed by REDMOND be construed as obligating PSRC. Any claims arising out of the separate contracts of REDMOND for work under this Agreement are the sole responsibility of REDMOND. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

7.1. Direct Supervision

Nothing in PSRC's exercise of the right to inspect or accept the work performed by REDMOND shall reduce REDMOND's responsibility for the proper execution of the work or relieve REDMOND from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by REDMOND, it shall not be deemed or construed to be in control of the work under this Agreement.

7.2. Sub-recipient Monitoring

PSRC reserves the right to monitor and manage subrecipients, including lower tier subrecipients. At a minimum, monitoring of REDMOND will include:

- i. Review of financial and programmatic reports;
- ii. Following-up and ensuring that REDMOND takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to REDMOND from PSRC detected through audits, on-site reviews, and other means; and
- iii. If applicable, issuing a management decision for audit findings pertaining to the Federal award provided to REDMOND from PSRC as required by 2 C.F.R. § 200.521 (Management decision).

PSRC requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200) and all associated terms and conditions.

8.0. INSURANCE

REDMOND will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-

insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective subcontractors of all tiers to maintain such insurance as described above in sufficient amounts to protect the interest of the Parties. Such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

The Parties hereby agree to require their respective insurers and their respective subcontractors of all tiers, to waive subrogation rights against the other Party and such other Party's insurers.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

9.0. TERMINATION OF AGREEMENT

9.1. Termination for Default

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give:

- a. Notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default. If REDMOND is the party in default, PSRC shall provide an opportunity of REDMOND to cure the default as provided in Section 14.2. If PSRC is the party in default, REDMOND shall give PSRC a Notice of Termination stating the time period in which cure is permitted and any other appropriate conditions.
- c. Provided however, that if PSRC's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this Agreement by giving written notice thereof.

If the other Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, the other Party may terminate this Agreement. However, any terms of this Agreement relevant to a dispute that is unresolved at the time of termination shall survive until the dispute is finally resolved.

9.2. Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days.

9.3. Notice of Termination

Notice of termination shall be given by the Party terminating this Agreement to the other Party in writing. The notice shall specify the effective date of termination, which shall not be sooner than the non-terminating Party's receipt of the notice.

9.4. Rights and Duties of Parties Upon Termination

A termination by any Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the time of termination. Any costs incurred prior to the effective date of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The record keeping requirements, payment, release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience or as a result of PSRC's default or breach. In the event of termination by default or breach, PSRC shall only be obligated to compensate REDMOND for the portion of work that has been satisfactorily rendered to the date of termination according to the terms of this agreement.

10.0. GENERAL CONTRACT PROVISIONS

10.1. Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

10.2. No Agency

No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

10.3. Third Party Rights

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and USDOT, and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and USDOT.

10.4. Assignment/Successors

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This limitation does not, however, prevent REDMOND from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

10.5. Compliance with Laws

REDMOND shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by REDMOND under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

10.6. Governing Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action resulting from this Agreement shall be brought in the Superior Court of King County.

10.7. Notice

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission and shall be deemed received three (3) business days following the date when mailed or on the date

when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to the PSRC and REDMOND addressed as shown in Section 3.0.

10.8. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

10.9. Severability

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

10.10. Warranty of Right to Enter into Agreement

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.

10.11. Publicity

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

10.12. Future Support

PSRC makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

10.13. Exhibits

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

10.14. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.15. Lobbying Restrictions

Statutory Provisions

1. Non-Federal entities shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990); and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the "New Restrictions on Lobbying". These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and

require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred on to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

2. Disclosure of Lobbying Activities

Any non-Federal entity that receives more than \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects 22 | December 26, 2014 the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

10.16. Confidentiality

The Parties acknowledge that the prohibitions against disclosure of information or records described in this Section 18.20 is limited by and not applicable where any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure.

REDMOND and any subgrantees, subcontractors or vendors must maintain confidential files on individual program beneficiaries served associated with this Agreement. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and USDOT staff. REDMOND may only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to REDMOND staff and management staff. REDMOND

10.17. Entire Agreement

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

20.0. FLOW DOWN PROVISIONS

If REDMOND contracts or subawards funds under this Agreement with a person or entity to perform work under this award, REDMOND shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by USDOT and the Office of Management and Budget (OMB)

All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the System for Award Management prior to award.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

City of Redmond:
15670 NE 85th Street
PO Box 97010
Redmond, WA 98703-9710

By: _____
Angela Birney
Mayor, City of Redmond

Date: _____

Approved as to form:
Rebecca Mueller, City of Redmond Supervising Attorney

By: _____
Rebecca Mueller, Supervising Attorney
City of Redmond

PSRC:
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, Washington 98104

By: Josh Brown by NBQ
Josh Brown, Executive Director
Puget Sound Regional Council

Date: July 26, 2023

Exhibit A

Scope of Work and Budget Summary

for City of Redmond Safer Streets for All (SS4A) Action Plan

Amount Based on \$160,000 from Pass-through Entity, Puget Sound Regional Council and \$40,000 Local Match

Task #	Date/Period of Completion	Budget
Task 0: Project Management	June 2025	\$20,000
<ul style="list-style-type: none"> • Prepare regular progress reports and invoices • Prepare for and participate in team meeting progress calls • Monitor scope and budget • Prepare for and participate in subconsultant coordination team meetings • Prepare for and participate in a project kick off meeting 		
Task 1: Community Engagement	March 2024	\$40,000
<ul style="list-style-type: none"> • Establish a committee, task force, implementation group, or similar body charged with the Action Plan's development, implementation, and monitoring • Include engagement with the public and relevant stakeholders, including the private sector and community groups, and incorporate information received from the engagement and collaboration into the plan • Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate • Considerations of equity using inclusive and representative processes 		
Task 2: Roadway Audit	June 2024	\$60,000
<ul style="list-style-type: none"> • Development of Roadway Audit methodology that builds upon the City's existing base level Local Road Safety Plan. The Roadway Audit will incorporate Safe System Approach principles and reference the Safe System Approach objectives developed by the FHWA. 		
Task 3: Policy and Local Regulatory Audit	December 2024	\$20,000
<ul style="list-style-type: none"> • Development of Policy & Local Regulatory Audit methodology that builds upon the City's existing base level Local Road Safety Plan. The 		

Policy & Local Regulatory Audit will incorporate Safe System Approach principles and reference the Safe System Approach objectives (Safer People, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care) developed by the FHWA.		
Task 4: Action Plan and Recommendations	June 2025	\$60,000
<ul style="list-style-type: none"> • The Action Plan will incorporate results from Task 1 (Community Engagement), Task 2 (Roadway Audit), and Task 3 (Policy and Local Regulatory Audit). • Deliverables for this task include a Draft Action Plan 		
Total Budget		\$200,000

Exhibit B

Project Budget

Amounts Based on \$160,000 Grant Award, \$40,000 Match

Item	Grant Share	Match
Personnel		
Fringe Benefits		
Travel		
Equipment	8,000	2,000
Supplies		
Contractual	152,000	38,000
Construction		
Other		
Total Direct Charges		
Indirect Charges		
Total Charges	\$160,000	\$40,000

Exhibit C

Requestion for Payment and Reporting Template

To: Puget Sound Regional Council
Attn: Accounts Payable
1011 Western Avenue, Suite 500
Seattle, Washington 98104

From: City of Redmond
15670 NE 85th Street MS: 4SPL
PO Box 97010
City of Redmond, WA 98052

Project Title: Safe Streets for All (SS4A) Action Plan
Project Agreement Number: 2024-01

Invoice Period: From _____ to _____.

Budget Table			
Line Item	Current Expense	Total Expense to Date	Contract Budget
Personnel	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other	\$	\$	\$
Total Direct Charges	\$	\$	\$
Indirect Charges	\$	\$	\$
Total Requisition this Period	\$	\$	\$

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

Name, Title

Date

party contractors. PSRC monitors compliance by requiring all contractors to sign our standard contract that includes terms and conditions requiring compliance with FTA requirements related to Title VI, DBE, conflict of interest, discrimination, lobbying, and debarment and suspension.

Subrecipient Monitoring

February 2018

It is the policy of PSRC to monitor subrecipients of federal, state, and local grant funds to ensure that federal awards are used for authorized purposes in compliance with 2 CFR 200.331(a)(1), and to ensure the performance goals are achieved as described by the terms of the subaward.

Pre-Award

Award agreements will include federal award information as well as necessary federal compliance information needed by subrecipients. A list of these requirements can be found at 2 CFR 200.331(a).

Prior to subaward, PSRC will conduct a risk assessment to evaluate subrecipient's risk of noncompliance by reviewing:

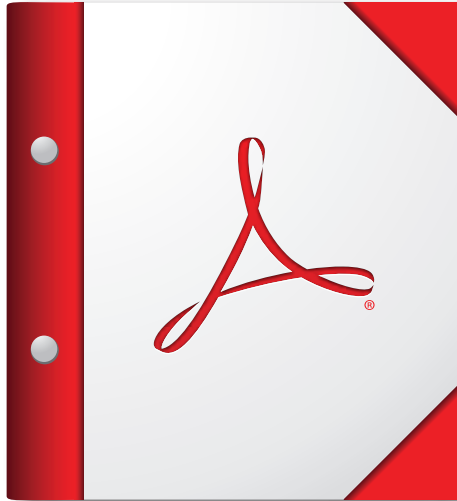
- The subrecipient's prior experience with the same or similar subawards,
- The results of previous audits including whether the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been previously audited,
- Whether the subrecipient has new personnel or new or substantially changed systems,
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency),
- Title VI compliance

PSRC will document the risk assessment and include it in the subrecipient file.

Post-Award

Ongoing and annual monitoring will include the following:

- PSRC will ensure that all invoices submitted for payment from each subrecipient include adequate support for the costs incurred. Costs claimed as matching will be subject to the same standard as costs billed to PSRC.
- PSRC will review performance reports required by the subrecipient
- On-site reviews may be performed depending on assessed risk.
- Ensure subrecipient takes action on deficiencies in above areas or detected through audits or site reviews.
- Verify that subrecipient is audited when it is expected to expend federal awards exceeding \$750,000 per §200.501 Audit requirements.



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Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-127
Type: Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Human Services Planner

TITLE:

Approval of Second Amendment to the Joint Interlocal Agreement Regarding the Community Development Block Grant

OVERVIEW STATEMENT:

On July 13, 2023 the US Department of Housing and Urban Development (HUD) notified the King County Housing, Homelessness and Community Development Division that the Interlocal Cooperation Agreements (ICAs) with partner cities needed to be amended to include language related to fair housing and civil rights obligations. The language in the ICAs must reflect what King County is doing in practice.

In the first amendment, which Council approved on August 2, 2023, King County certified that they are annually meeting the required obligations related to fair housing and civil rights. However, HUD rejected the contents of that amendment, and on August 30 notified the County that they are required amend the ICAs with language that meets their requirements by September 28.

The County has worked with HUD's attorneys to ensure that the language in the second amendment satisfies the updated requirements. Like the first amendment, this second amendment is also a technical amendment only; no changes have been made to the substance of the ICA.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The City's procurement policy requires Council approval of interlocal agreements with other government entities.
- **Required:**
HUD is requiring this amended language to comply with federal fair housing law.
- **Council Request:**
Approval of the second amendment.
- **Other Key Facts:**
King County certifies annually that we are meeting the required obligations related to fair housing and civil rights. The second amendment is a technical amendment only; no changes have been made to the substance of the ICA.

OUTCOMES:

Redmond's participation in this Interlocal Agreement ensures continued funding for human services programs and eligible capital projects. These investments currently support emergency shelter and affordable housing. If the amendment is not approved, the Consortium will not receive any HUD funding (CDBG, HOME, ESG) for the next three years.

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:
\$237,585

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

Budget Offer Number:
0000037

Budget Priority:
0037

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

If yes, explain:
N/A

Funding source(s):
Community Development Block Grant (CDBG)

Budget/Funding Constraints:
Continued funding for the next three years is contingent upon approval of this amendment.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/2/2023	Business Meeting	Approve
9/12/2023	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 amendment, signed by all participating cities, must be submitted to HUD by September 28, 2023.

ANTICIPATED RESULT IF NOT APPROVED:
Loss of grant funding.

ATTACHMENTS:
Attachment A: First Amendment to Joint ICA Regarding CDBG - redlined version
Attachment B: Second Amendment to Joint ICA Regarding CDBG

**FIRST AMENDMENT TO THE JOINT INTERLOCAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Redmond and King County (the “First Amendment”) is made by and between the City of Redmond (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On October 18, 2014, pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.
- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations.

- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this First Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall ~~(i)~~ take all actions necessary to assure compliance with the County’s certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, ~~(ii)~~ and assure ~~that all CDBG-the~~ grants will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will (iii) affirmatively furthering fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), as defined and in accordance with 24 CFR 5.151 and 5.152, and the implementing regulations at 24 CFR part 8, 24 CFR part 35 and 24 CFR part 146.” The City and County shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and all other applicable laws.”

3. The First Amendment is hereby null and void.

~~3.4.~~ Except as specifically provided for in this First Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.

~~4.5.~~ Any capitalized terms not defined in this First Amendment shall have the meanings given them in the Agreement.

~~5.6.~~ This First Amendment shall be effective as of the date it has been executed by both Parties.

~~6.7.~~ This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment to the Agreement as of the date set forth below their signatures.

City of Redmond

King County

Name:

For King County Executive

Date:

Title:

By: Simon P. Foster
Title: Division Director
Housing, Homelessness and Community
Development
Department of Community and Human
Services

Attest: _____

Name:

Title:

Approved as to Form:

Approved as to Form:

[name], City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney

**SECOND AMENDMENT TO THE JOINT INTERLOCAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Second Amendment to the Joint Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Redmond and King County (the “First Amendment”) is made by and between the City of Redmond (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On [October 19, 2014], pursuant to Ch. 39.34 RCW, the Parties entered that certain Joint Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”), subsequently amended by that certain First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “First Amendment”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.

- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations and the First Amendment contained certain material omissions in incorporating such required language.
- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, and assure the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), at 24 CFR 5.151 and 5.152. The City and County shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and all other applicable laws.”

3. The First Amendment is hereby null and void.
4. Except as specifically provided for in this Second Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
5. Any capitalized terms not defined in this Second Amendment shall have the meanings given them in the Agreement.
6. This Second Amendment shall be effective as of the date it has been executed by both Parties.
7. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Second Amendment to the Agreement as of the date set forth below their signatures.

City of Redmond

King County

Name:

For King County Executive

Date:

Title:

By: Simon Foster
Title: Division Director
Housing and Community Development
Department of Community and Human
Services

Attest: _____

Name:

Title:

Approved as to Form:

Approved as to Form:

[name], City Attorney

Ryan W. Ridings, King County Senior Deputy
Prosecuting Attorney



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-128
Type: Consent Item

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

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

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager

TITLE:

Approval of ARPA Small Business Resiliency Grant Subrecipient Contract

OVERVIEW STATEMENT:

Approval of a contract with OneRedmond to administer the 2023 ARPA Small Business Resiliency Grants. The small business grant program will provide 100 businesses with \$5,000 cash grants along with an introduction to financial education and capacity building programs available to small businesses.

OneRedmond will provide funding and technical assistance to applicable Community Based Organizations (CBOs) to market this grant opportunity; to assist in the application process for members of their community; and to develop initial programming with the CBOs focused on an introduction to financial capacity building. Technical assistance may include briefings and trainings with the CBO workgroup on the program, translated materials, and coordination of in-person/one-one-one assistance.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2030 Comp Plan Policies:
 - EV-19** Participate in partnerships with other agencies, businesses, nonprofits and other organizations that further the City's economic vitality goals.
 - EV-20** Implement, in conjunction with business, education and other community partners, the Strategic Plan for Economic Development to...Identify strategies to retain existing businesses and help them

succeed.

EV-21 Initiate or participate in the following activities in support of economic vitality:

- Monitor future trends and economic conditions;
- Prepare information for businesses on available public sector financing;
- Support federal and state funding of cost effective business financing programs;

- **Required:**

Council Approval is required for contracts over \$50,000

- **Council Request:**

N/A

- **Other Key Facts:**

OneRedmond Administered the 2020 CARES Act Funded Small Business Resiliency Grant Program.

OUTCOMES:

This program will not only support businesses with cash grants helping to mitigate the impacts of COVID, but also work with partners to provide in-language programming to help diverse small businesses accesses future capital needed to successfully operate and grow their business. This program will help to keep businesses in operation in Redmond.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

October-December 2023

- **Outreach Methods and Results:**

OneRedmond staff conducted calls with representatives from the cities of Bellevue, Newcastle, and SeaTac which leveraged ARPA funding to support small business needs to understand how their programs were structured. Staff also conducted a call with the Washington State Department of Commerce to learn more about the State Small Business Credit Initiative (SSBCI) that will launch five capital access programs for small businesses. Programs include a Micro and Small Business Loan Fund, a Revenue-based Loan Program, and other programs aimed at broadening access to capital for small businesses. In addition, Commerce's Small Business Resilience Network (SBRN) is also working on a Credit Building Pilot Program to provide capital to build credit for small businesses and entrepreneurs.

- **Feedback Summary:**

Access to capital remains a key challenge for many small business owners. This coupled with the lack of understanding and financial education needed to access existing and new loans programs is a key barrier for all businesses, in particular our minority-owned businesses. This grant opportunity provides the opportunity to incentivize business owners to learn more about the financial resources and other mechanisms of funding including loan products available. Experienced business owners who have successfully accessed capital through other financial products will be invited to share their experience and wisdom with participants.

BUDGET IMPACT:

Total Cost:

The total cost of this program funded by the American Rescue Plan Act Federal Award is \$570,0000

- 100 cash grants of \$5,000 per grant (\$500,000)
- Administration and program development (\$50,000)
- Community Based Organizations Subcontracts (\$20,000)

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

Budget Offer Number:
000250 (Community and Economic Development)

Budget Priority:
Vibrant and Connected

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

Funding source(s):
Federal Award Assistance Listing No. 21.027 - Coronavirus State and Local Fiscal Recovery Funds Federal Award # SLT-1220

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/12/2023	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 timing of this grant leverages opportunities for businesses to be ready to access anticipated capital loan products from the State of Washington.

ANTICIPATED RESULT IF NOT APPROVED:

Businesses will not receive funding and access to capital resulting in potential business closures in Redmond.

ATTACHMENTS:

Attachment A: ARPA Subrecipient Agreement with OneRedmond
Attachment B: Small Business Resiliency Grant Program Proposal
Attachment C: 2020 Small Business Grant Recap

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

Federal Award Assistance Listing No. 21.027 – Coronavirus State and Local Fiscal Recovery Funds

THIS AGREEMENT (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“City”), and **OneRedmond** (“Subrecipient”) for the purposes set forth hereinafter.

RECITALS

WHEREAS, the City has received funds from the United States Department of the Treasury pursuant to Sections 602 and 603 of the Social Security Act, which implements Section 9901 of the American Rescue Plan Act (“ARPA”), Subtitle M of Pub. L. 117-2; and

WHEREAS, Subrecipient is a non-Federal entity that has requested funds from the City in order to carry out programs or activities that are eligible for ARPA funding and that the City has determined will benefit Redmond residents or businesses; and

WHEREAS, the City and Subrecipient wish to set forth the terms and conditions under which the City will pass-through ARPA funds to Subrecipient to carry out the specified programs and activities.

NOW, THEREFORE, the City and Subrecipient agree as follows:

1. Scope of Programs and Activities. Subrecipient shall undertake and complete the programs and activities described on Attachment A to this Agreement. Subrecipient shall complete the programs and activities in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement and applicable Federal statutes and regulations, including but not limited to, ARPA and the US Treasury Guidance *Interim Final Rule* on the “Coronavirus State and Local Fiscal Recovery Funds,” 86 Fed. Reg. 26786, 26787. If the *Interim Final Rule* is replaced with a permanent final rule during the term of this Agreement, Subrecipient shall also comply with such final rule.

2. Time of Performance. The programs and activities described on Attachment A shall begin on September 19, 2023 and end on December 31, 2023, unless terminated earlier as provided in this Agreement.

3. Administrative Cost and Grant Disbursement

A. The City will fund Subrecipient for allowable costs incurred described on Attachment A in an amount not to exceed **\$ 570,000**. All funds provided by the City under this Agreement shall be used solely for the programs and activities described on Attachment A. This includes \$50,000 for subrecipients administration and program development, \$20,000 for subcontracts with community-based organizations to promote to diverse

businesses, and \$500,000 to be directly awarded to businesses. The \$50,000 for administration and program development and the \$20,000 for subcontracts with community-based organization shall be paid by the City on a reimbursement basis as expenses are incurred, subject to receipt of invoices detailing the expenditures as provided below. The \$500,000 for direct business grants will be disbursed to Subrecipient after grants are awarded to businesses and grant contracts are signed. Subrecipient must provide a list of businesses to receive the grant for funds to be disbursed.

B. ARPA requires that all funds be obligated no later than December 31, 2024 and expended no later than December 31, 2026. Subrecipient therefore understands that if this Agreement provides for programs and activities to be undertaken by Subrecipient after December 31, 2024, Subrecipient will be entitled to receive reimbursement for such programs and activities only if (i) the programs and activities are listed on Attachment A; and (b) request for reimbursement is submitted to the City no later than September 1, 2026, to enable the City to properly audit the request and make payment prior to the December 31, 2026 deadline. The City will not reimburse Subrecipient for any expenses not incurred and submitted in a timely manner in compliance with ARPA.

C. All requests for reimbursement shall be on forms provided and approved by the City and shall be supported by properly executed payrolls, time records, invoices, vouchers, receipts, or other official documentation, as evidence of the nature and propriety of the charges. Only those costs directly related to this Agreement shall be paid. The amount of each request shall be limited to the amount needed for payment of eligible costs.

D. The Subrecipient shall also:

i. Register and maintain an updated profile on the System for Award Management (SAM).

ii. Maintain an effective system of internal fiscal control and accountability for all ARPA funds and all property, services, and equipment procured with ARPA funds, and ensure that the same are used solely for the purposes authorized by this Agreement.

iii. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item(s) from which the money was expended, as reflected in Subrecipient's accounting records.

iv. Maintain payroll, financial, and expense reimbursement records for a period of six (6) years after receipt of final payment under this Agreement.

v. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the Washington State Auditor's Office, and the U.S. Department of Treasury at any time during normal business hours and as often as deemed necessary by such agencies.

vi. Inform the City concerning any funds allocated to the Subrecipient as provided in Section 3(A) that the Subrecipient anticipates will not be expended during the term of this Agreement and permit the reassignment of the same by the City to other Subrecipients or the use by the City in accord with ARPA.

vii. Repay the City any funds in its possession at the time of the termination of this Agreement that have not been expended or obligated under a non-cancellable contract as of the date of termination.

viii. Maintain complete records concerning the receipt and use of all program funds.

E. As required by 2 C.F.R. §200.415(a), any request for reimbursement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false claims or otherwise. (U.S. Code Title 18, Sections 1001 and Title 31, Sections 3729-3730 and 3801-3812).” No reimbursement will be made until the certification is provided.

F. If the City or the U.S. Department of the Treasury determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or that the expenditures constitute disallowed costs in any other way, the City may order Subrecipient to repay the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days after written notice of the disallowance.

4. Reports.

A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall be in a form acceptable to the City and shall include the current status and progress of the Subrecipient in providing the programs and activities described in Attachment A and in expending the total award amount described in Section 3(A) above.

B. Quarterly reports are due to the City no later than fifteen (15) days after the end of each calendar quarter during which this Agreement is effective. Quarterly reports shall be submitted each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The close-out report is due fifteen (15) days after the time of performance specified in Section 2 ends. The close-out report shall provide a complete list of expenditures related to this Agreement made by Subrecipient and reimbursed by the City, and may group such expenditures by allocation category, if applicable. The close-out report shall also provide a narrative describing the goals and objectives of the programs and activities funded under this

Agreement and the extent to which such goals and objectives were met or not met by Subrecipient. The close-out report shall contain the certification required by Section 3(D) above.

5. Compliance with Laws. Subrecipient shall comply with all local, state, and Federal laws, rules, regulations, and requirements and all provisions of this Agreement, which includes, but is not limited to, compliance with the provisions of ARPA, the US Treasury Guidance *Interim Final Rule* on the “Coronavirus State and Local Fiscal Recovery Funds,” any permanent final rule adopted by the U.S. Department of the Treasury related to ARPA, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements to Federal Awards, 2 CFR Part 200, including additions and exceptions made by Treasury, Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference, Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference, Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions related to the ARPA program.

6. Debarment and Suspension. As required by Executive Order 12549 and implemented at 2 CFR Parts 180 and 3185, Subrecipient and its undersigned signatory certifies, to the best of its knowledge and belief, that neither Subrecipient, nor any of its principals or officers:

A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. have within a three-year period preceding entry into the Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (B) of this section; or

D. have within a three-year period preceding entry into the Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Subrecipient further agrees that it will not enter into any contract to be funded in whole or in part under this Agreement with any contractor who is ineligible to enter into government contracts for any of the reasons described above and will require all contractors retained by Subrecipient to provide a certification equal to that of Subrecipient above.

7. **Lobbying.** Subrecipient and its undersigned signatory certify, to the best of their knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or its undersigned signatory, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

B. If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Service Provider or its undersigned signatory) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient or its undersigned signatory shall request, complete, and submit U.S. Small Business Administration Standard Form LLL: "Disclosure of Lobbying Activities," in accordance with its instructions.

C. Subrecipient shall require that the following certification be included in the award documents of all subawards of all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and Subrecipients and all recipients of subawards certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. **Compliance with Non-Discrimination Laws.**

A. During the performance of the Agreement, the Subrecipient, for itself, its subcontractors, subgrantees, assignees, and successors in interest, assures that it currently complies and will in the future comply with the following laws and regulations:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21, Subchapter V § 2000d through 2000d-4a) which prohibits exclusion from participation, denial of benefits of, or subject to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color or national origin.

- ii. Civil Rights Restoration Act of 1987 (Public L. 100-259), which specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in the particular program or activity receiving federal funding.
- iii. Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324), which prohibits discrimination on the basis of sex (if work performed by Subrecipient relates to a “federal-aid highway” as defined in 23 U.S.C. § 101).
- iv. Fair Housing Act, Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601 *et seq.*), which protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.
- v. Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101, *et seq.*), which prohibits discrimination on the basis of disability).
- vi. Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794), which prohibits discrimination on the basis of disability).
- vii. Age Discrimination Act of 1975 (42 U.S.C Chapter 76 § 6101, *et seq.*), which prohibits discrimination on the basis of age).
- viii. 23 CFR Part 200, implementing regulations for Title VI of the Civil Rights Act of 1964.
- ix. 9 CFR Part 21, implementing regulations for nondiscrimination in Federally-assisted transportation programs, if applicable.
- x. 49 CFR Part 26, which provides for participation of disadvantaged businesses in US Department of Transportation financial assistance programs, if applicable.
- xi. RCW Chapter 49.60, the Washington Law Against Discrimination, which prohibits discrimination on the basis of race, color, creed, religion, sex, honorably discharged veteran or military status, sexual orientation, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or national origin, citizenship or immigration status, or lawful business relationship.
- xii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.
- xiii. Executive Order, 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP). Subrecipient agrees to consider the need for language services for LEP persons when conducting programs, services, and activities.
- xiv. Title IX of the Education Amendments of 1972 (20 U.S.C. § 681, *et seq.*) if the work performed by Subrecipient constitutes an education program or activity.

B. In addition, Subrecipient makes the following assurances of compliance with Title VI of the Civil Rights Act of 1964:

i. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

ii. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.

iii. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

iv. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient’s successors, transferees, and assignees for the period in which such assistance is provided.

v. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 8.B.i through 8.B.iv above. The following provision is expressly included in this Agreement because it is required by ARPA, and Subrecipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Subrecipient and Subrecipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits or, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d, *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated

by reference and made part of this Agreement, Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. 2000d, *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

9. Increasing Seat Belt Use. Pursuant to Executive Order 13403, 62 FR 19217 (Apr. 17, 1997), Subrecipient should (and should encourage its subcontractors and subgrantees to) adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

11. Drug-Free Workplace. Subrecipient agrees to comply with the drug-free workplace requirements in subpart B of 2 CFR Part 3186, which adopts the Government-wide Implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*). Subrecipient and its undersigned signatory certify that Subrecipient will or will continue to provide a drug-free workplace by taking actions such as, but not limited to, making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying all known workplaces under the Agreement.

12. Copeland “Anti-Kickback” Act of 1934. Unless exempt under Federal law, all contracts for construction or repair entered into by Subrecipient using funds provided under this Agreement shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) and the Department of Labor regulations implementing the same (29 C.F.R., Part 3). The Act and implementing regulations provide that each grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled.

13. Political Activities. Subrecipient agrees that no funds provided under this Agreement, nor any personnel while employed in providing programs and activities under this Agreement, shall in any way or to any extent engage in the conduct of political activities.

14. Conflict of Interest.

A. No personnel of Subrecipient shall, prior to the completion of the programs and activities funded by this Agreement, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any

personal interest, involuntarily or voluntarily, shall immediately disclose his or her interest to the City in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement unless the City determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

B. To the best of Subrecipient's knowledge and belief, and to the best knowledge and belief of Subrecipient's officers and directors, there are no conflicts of interest in accepting the award of funds under this Agreement. Subrecipient further warrants that to the best of its knowledge and belief, and to the best knowledge and belief of its officers and director, none of its officers, directors, agents, or employees is now engaged in litigation against the City or retained by, providing services for, or otherwise assisting any person engaged in litigation against the City.

C. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

15. Separate Written Assurances and Certifications. Subrecipient agrees to execute separate written assurances or certifications regarding compliance with Sections 6 – 14 of this Agreement, if required to do so by the City to secure reimbursement from ARPA funds.

16. Protection for Whistleblowers.

A. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided in subsection (B) below, information that the employee reasonably believes is evidence of a gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including competition for or negotiation of a contract) or grant.

B. The list of persons or entities referenced in subsection (A) above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A U.S. Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the U.S. Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Subrecipient, the City, a contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

C. Subrecipient shall inform its employees of the rights and responsibilities provided by this section, in the predominant language of the workforce.

D. Subrecipient shall immediately report any information provided by an employee of Subrecipient pursuant to subsection (A) to the City's Finance Director.

17. Public Records Disclosure.

A. Subrecipient acknowledges that the City is an agency governed by the public disclosure requirements set forth in Washington's Public Records Act, Chapter 42.56 RCW. Subrecipient shall fully cooperate with and assist the City with respect to any request for public records received by the City for any public records generated, produced, created, and/or possessed by Subrecipient and related to the programs or activities undertaken by Subrecipient under this Agreement. Upon written demand by the City, Subrecipient shall furnish the City with full and complete copies of any such records within five (5) business days. Subrecipient shall provide copies of the requested records at no cost to the City.

B. Subrecipient's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorney's fees and/or other expenses as a result of such breach, Subrecipient shall fully indemnify and hold the City harmless from such penalties, fees and/or expenses.

18. Independent Contractor. The City and Subrecipient intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved and the implementation and management of the programs and activities that are the subject of this Agreement are the sole responsibility and authority of Subrecipient, subject to compliance with the terms set forth in this Agreement. Subrecipient shall not be deemed to be an employee, servant, or representative of the City for any purpose, and officers, directors, and employees of Subrecipient are not entitled to any of the benefits the City provides for its employees. Subrecipient, as an independent contractor, is solely responsible for its acts, errors, and omissions and those of its officers, employees, servants, subcontractors or representatives during the performance of this Agreement.

19. Indemnification. Subrecipient shall indemnify, hold harmless, and defend the City, its elected and appointed officers, agents, employees and volunteers, from and against any and all claims, demands, suits at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident

to, the execution of this Agreement and/or the Subrecipient's performance or failure to perform under this Agreement, except where such claims, demands, suits, actions, penalties, losses, damages, or costs arise from the sole negligence or sole misconduct of the City. Solely for the purpose of effectuating the indemnification obligations under this Section, and not for the benefit of any third parties (including employees of the parties), Subrecipient specifically and expressly waives any immunity for injuries to its employees that may be granted to it under applicable federal, state or local worker's compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

20. Insurance.

A. The Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, their agents, representatives, employees, or subcontractors. Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Subrecipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

B. Subrecipient shall provide a Certificate of Insurance and additional insured endorsement page(s) evidencing:

i. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage on all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial general liability insurance written on an ISO occurrence basis form CG 00 01 or equivalent, covering liability arising from premises, operations, property damage, independent contractors, and personal injury and advertising injury, with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

iii. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington (no additional insured endorsement is required for this coverage).

iv. Professional liability insurance, including "errors and omissions" with limits no less than \$1,000,000 on a claims-made annual aggregate basis – additional insured does not apply to this specific coverage (if applicable to project – required for engineering, architects, and some professional consultants – otherwise this coverage stipulation does not apply).

C. The City, its officers, agents and volunteers shall be named as an additional insured on the insurance policies, except for Professional Liability and Worker's Compensation, as respects work performed by or on behalf of Subrecipient and a copy of the endorsement naming

the City as additional insured shall be attached to the Certificate of Insurance and provided to the City before the programs and activities authorized by this Agreement are undertaken. The City reserves the right to request certified copies of any required insurance policies. Subrecipient's insurance shall be primary insurance with respect to the City and any payment of deductible or self-insured retention shall be the sole responsibility of Subrecipient.

D. Subrecipient's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. Subrecipient shall provide the City with written notice of any policy cancellation, within five (5) business days of their receipt of such notice.

E. Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to Subrecipient to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Subrecipient from the City.

21. Recognition of City and Federal Government. The Subrecipient shall ensure recognition of the role of the City and the U.S. Department of Treasury in providing the programs and activities funded by this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include the following language in all publications made possible with funds made available under this Agreement in order to recognize the contribution of the City and the U.S. Department of Treasury:

This project is being supported, in whole or in part, by federal award number SLT-1220 awarded to the City of Redmond by the U.S. Department of the Treasury.

22. Copyright. If this Agreement results in any copyrightable material or inventions, the City and the U.S. Department of Treasury are granted a right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

23. Termination.

A. The City may immediately terminate this Agreement by giving reasonable written notice of termination to Subrecipient for any of the following reasons:

- i. Failure of Subrecipient to fulfill its obligations under this Agreement in a timely and proper manner.
- ii. Failure of Subrecipient to submit reports that are complete and accurate.

iii. Failure of Subrecipient to use the ARPA funds for the stated purposes in this Agreement.

iv. Termination of the ARPA funding by the U.S. government.

B. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Subrecipient shall submit a final close-out report within sixty (60) days after receiving written notice of termination. Upon compliance with this section, Subrecipient shall receive reimbursement for all expenses incurred for programs and activities that were satisfactorily performed prior to the effective date of the termination and that were otherwise eligible for reimbursement.

24. Notices. Notices to be provided under this Agreement shall be in writing and sent to the parties at the following addresses:

TO THE CITY:
City of Redmond
15670 NE 85th St,
Redmond, WA 98052

TO THE SUBRECIPIENT:
OneRedmond
8383 158th Ave NE, Suite 225
Redmond, WA 98052

Notice may be given by email or by U.S. mail. If given by email, notice shall be effective upon transmission with a correct email address. If given by U.S. mail, notice shall be effective three days after deposit of the notice in the U.S. mail, postage prepaid, properly addressed to a party as provided in this Section.

25. Waiver. No act of forbearance of failure to insist on Subrecipient's prompt and complete performance of its obligations, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder. No waiver of the right to insist on strict performance by Subrecipient of any specific term of this Agreement shall constitute a waiver of any other specific term.

26. Successors. This Agreement shall be binding on the parties, their successors in interest and assigns.

27. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and shall not be deemed to confer upon or give to any other person or third party any right, remedy, claim, cause, or action.

28. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of any dispute over the terms and conditions or this Agreement or any alleged breach thereof, the exclusive venue and jurisdiction for any litigation arising hereunder shall be the Superior Court of the State of Washington in and for King County, located in Redmond, Washington.

29. Attorney's Fees and Costs. If litigation is instituted by either party over the terms of this Agreement or to redress any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

30. Severability. If any section or provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the section or provision shall be deemed several and shall not affect the validity or constitutionality of any other provision or section.

31. Entire Agreement – Amendment. This Agreement and any exhibits thereto constitute the complete understanding of the parties and supersedes all prior discussions, negotiations, proposals, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by both parties.

Executed and effective as of the last date set forth below.

CITY OF _____

SUBRECIPIENT, _____

Mayor

Date: _____

(signature)

(Type or print name)

Title: _____

Date: _____

City of Redmond Small Business Resiliency Grant

From: Kristina Hudson, OneRedmond

To: Philly Marsh, City of Redmond

Date: June 29, 2023

RE: Proposal for Redmond Small Business Resiliency Grant

Background and Research

With the likelihood of limited future grant opportunities for businesses in Redmond, due diligence was conducted to understand how best to leverage this grant opportunity to equitably educate and empower businesses to understand and access programs to strengthen their business.

OneRedmond staff conducted calls with representatives from the cities of Bellevue, Newcastle, and SeaTac which leveraged ARPA funding to support small business needs to understand how their programs were structured. Staff also conducted a call with the Washington State Department of Commerce to learn more about the State Small Business Credit Initiative (SSBCI) that will launch five capital access programs for small businesses. Programs include a Micro and Small Business Loan Fund, a Revenue-based Loan Program, and other programs aimed at broadening access to capital for small businesses. In addition, Commerce's Small Business Resilience Network (SBRN) is also working on a Credit Building Pilot Program to provide capital to build credit for small businesses and entrepreneurs.

Staff learned that access to capital remains a key challenge for many small business owners. This coupled with the lack of understanding and financial education needed to access existing and new loans programs is a key barrier for all businesses, in particular our minority-owned businesses.

The small business grant program provides cash grants along with an introduction to financial education and capacity building programs available to small businesses. This helps to ensure that even after the grant benefit, there will remain a connection to resources and programs to assist. All eligible small businesses can apply regardless of industry.

Eligibility Criteria:

- 10 or fewer FTEs
- Businesses must have been in operation prior to April 2020 (with the same ownership) and must be currently operational.
- Businesses must have minimum gross receipts or sales of \$12,000 in 2019 (or 2020 for businesses that opened in 2020)
- Businesses must have \$4 million or less in annual gross receipts or sales in 2019 (or 2020 for businesses that opened in 2020)
- Business must show financial impact from the COVID-19 pandemic.
- Business must be physically located in the 98052 zip code
- Business must have a valid City of Redmond business license and must currently be in business.
- Businesses must have a valid UBI and EIN/TIN. Tribal member-owned businesses without a UBI may provide alternative business validation such as a license or registration with a federally recognized tribal nation in Washington State.

- Business must generate at least 51% of revenue in Washington state (i.e., be an "in state" business).
- Businesses must have a Unique Entity Identifier (UEI) to receive federal grant funds.
- Business must be independently owned and operated.
- Business must not have permanently closed or intend to permanently close in 2023.
- Business must have expenses that are necessary to continue business operations (i.e. payroll, rent, etc.). Expenses cannot be a federal, state, or local tax, fee, license, or other government revenue.
- Previous grant recipient information– applicants must self-attest to whether they previously received a grant from a city, county, state or private source. Priority will be given to businesses who have been left out of previous opportunities.
- Provide a W-9
- Nonprofits are not eligible for this grant opportunity.

Selection Process

- OneRedmond staff reviews each application as it is received to verify eligibility requirements.
 - Staff will follow up with applicants whose applications are incomplete and work with CBO partners where appropriate to assist in obtaining the required information by the stated deadline.
- Lottery
 - Eligible applicant data will be sent to an external bookkeeping/accounting organization.
 - External organization will inputs applicant names into a system and runs a formula that randomly selects awardees
- If an initial grantee declines the grant, the next number/name on the list will be notified as a grant recipient.

CBO Engagement

OneRedmond will provide funding and technical assistance to applicable Community Based Organizations (CBOs) to market this grant opportunity; to assist in the application process for members of their community; and to develop initial programming with the CBOs focused on an introduction to financial capacity building. Technical assistance may include briefings and trainings with the CBO workgroup on the program, translated materials, and coordination of in-person/one-one-one assistance. CBOs will be selected based on input from the City of Redmond and the common languages spoken in the city.

This grant opportunity provides the opportunity to incentivize business owners to learn more about the financial resources and other mechanisms of funding including loan products available. Experienced business owners who have successfully accessed capital through other financial products will be invited to share their experience and wisdom with participants.

Budget

- 100 cash grants of \$5,000 per grant (\$500,000)
- Administration and program development (\$50,000)
- Community Based Organizations Subcontracts (\$20,000)

Proposed Timeline

Week 1-2	Review program with CBOs and key stake holders Design and develop application Design marketing materials Develop a calendar of key dates
Week 3	Work with CBOs on outreach plan and educational programming Review portal and application with CBOs for any final questions
Week 4-8:	Application is launched and marketing outreach begins Host English webinar and separate in-language CBO programs, and in-person technical assistance sessions As applications are received, they are reviewed and follow up is conducted as needed.
Week 9:	Application closes. Data provided to external consultant for lottery to ID recipients.
Week 10:	Notify awardees and procure documents from grant recipients.
Week 11-12:	Disperse funds.

REDMOND SMALL BUSINESS RESILIENCY GRANT PROGRAM

HELPING SMALL BUSINESSES
NEGATIVELY IMPACTED BY COVID-19



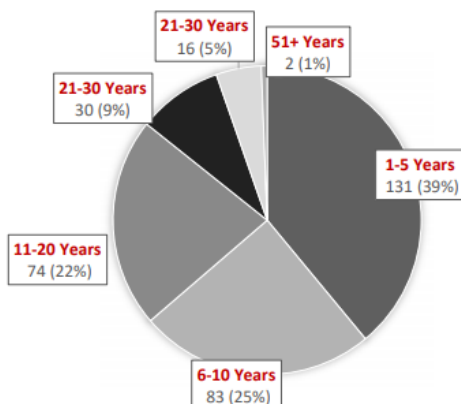
REDMOND 2020 COVID-19 GRANT PROGRAM SERIES

Purpose: To address the needs of Redmond small businesses impacted by the COVID-19 Pandemic, in July 2020, Redmond City Council voted to allocate over \$1.5 million in CARES Act funds to provide grants to small businesses to be distributed by October 31, 2020. In November 2020, a subsequent allocation of an additional \$324,000 CARES Act dollars was made for Phase II of the grant program prioritizing home-based businesses, and for Winterization Reimbursements. This allocation increased the total amount of grants distributed to small businesses to \$1.854 million. The City of Redmond, working in partnership with OneRedmond, developed and executed these three grant programs in accordance with the CARES Act Requirements: The Phase I Resiliency Grant, the Phase II Resiliency Grant, and the Winterization Reimbursement Grant. All combined, a total of 352 grants were distributed to small businesses and non-profit organizations by the end of 2020.

Grant Recipient Summary: Through the online application process, OneRedmond was able to capture information about the companies applying for and receiving the grants. Almost all of the organizations that applied, and met the eligibility criteria, were awarded a grant. A total of 336 grant recipients were awarded grants from \$1,500 to \$10,000. Grant funds were automatically deposited into the bank accounts of the grant recipients or a physical check was mailed to those that decided not to provide banking information.

Grant Program	Recipients	Dollars
Resiliency – Phase I	254	\$1,530,000
Resiliency – Phases II	76	\$228,250
Winterization Reimbursement	22	\$95,950
Total Grants	352	\$1,854,200
Total Recipients	336	

Years in Operation: A relative significant number of businesses were young, with 131 (39%) had been in operation for between 1-5 years. 83 (25%) had been in operation for 6-10 years. 74 (22%)



Years in Operation

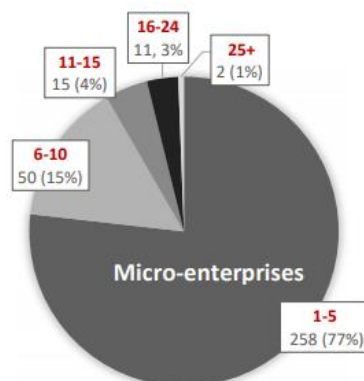
1-5	131	39%
6-10	83	25%
11-20	74	22%
21-30	30	9%
31-50	16	5%
51+	2	1%
	336	100%

businesses had been in operation for between 11-20. 30 (9%) had been in business for 31-50 years, and 16 (6%) had been in operation for over 31 years.

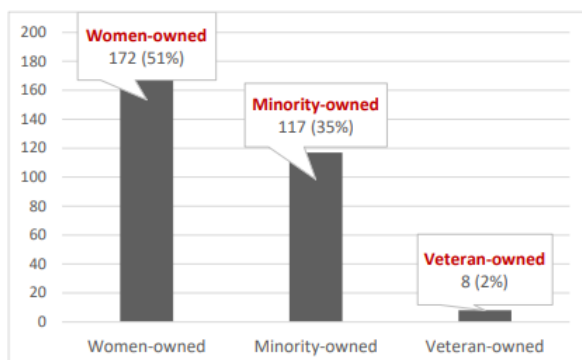
Number of Full-Time Employees: The significant majority of grant awardees, 258 (77%) operated with between 1-5 employees. 50 (15%) organizations employ between 6-10 FTEs, and 8% (28) employ 16 or more FTEs. It should be noted that the Phase 1 and Phase 2 grant criteria stipulated that only organizations with 25 or less FTEs could apply.

Number of
Full Time Employees (FTE)

1-5	258	77%
6-10	50	15%
11-15	15	4%
16-24	11	3%
25+	2	1%
	336	100%



Women/Minority/Veteran – Owned: Interestingly, more than half of all awardees, 172 (51%), were women-owned companies. 117 (35%) were minority-owned and 8 (2%) were Veteran-owned. This data is based solely on the information submitted by the applicants, which was not always complete.



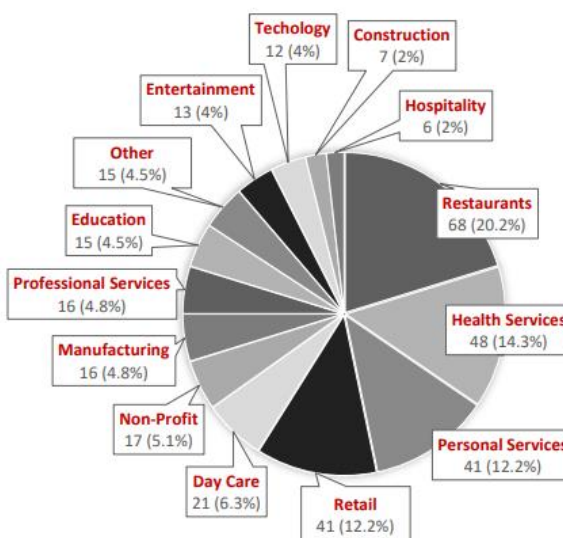
Women | Minority | Veteran-Owned

Women-owned	172	51%
Minority-owned	117	35%
Veteran-owned	8	2%

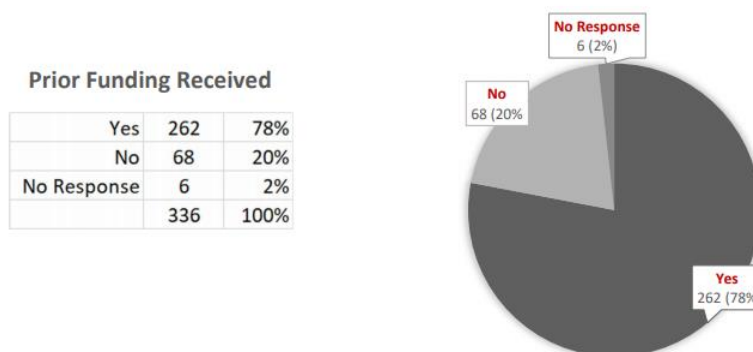
Industry Category: These three grants received applicants across more than 14 different industry sectors. The top five industry sectors that received grants were Restaurants, Health Services, Personal Services, Retail and Daycare establishments. These top five accounted for more than 65% (218) of all grant recipients.

Industry Category

Industry	No.	%
Restaurants	68	20.2%
Health Services	48	14.3%
Personal Services	41	12.2%
Retail	41	12.2%
Day Care	21	6.3%
Non-Profit	17	5.1%
Manufacturing	16	4.8%
Professional Services	16	4.8%
Education	15	4.5%
Other	15	4.5%
Entertainment	13	3.9%
Technology	12	3.6%
Construction	7	2.1%
Hospitality	6	1.8%
	336	100%



Prior Funding Received: 262 (78%) if recipients indicated that prior funding (such as PPP, EIDL or other grant program) had been received, while 68 (20%) said no prior funding support had been received.



Outreach & Marketing: OneRedmond and the City of Redmond launched the Phase I Redmond Small Business Resiliency Grant Program in August 2020 with distribution of a press release to media and our database of 13,000+ contacts in addition to a social media campaign. A direct mail postcard was then mailed to 8,000+ Redmond-based small businesses and non-profits. Interested organizations were directed to the grant webpage with details on the program including an overview of the timeline, eligibility requirements and the online application portal. With limited time to implement Phase II of the Resiliency Grant and the Winterization Reimbursement Grant, a press release, social media posts, and e-newsletter notifications were sent out. In addition, OneRedmond partnered with multi-cultural organizations to reach our local BIPOC SMB owners.

Application Process: A streamlined grant application was created in the WizeHive grant platform for all three grant opportunities. Physical copies of the application were also created. Those applicants who chose to submit a physical copy had their information entered in the system by OneRedmond staff. In addition, OneRedmond offered translation services as needed.

The Resiliency Grant applications focused on the impacts of COVID-19, in addition to plans for recovery and resiliency. An optional Cash Flow & Recovery Plan Template was provided to track both historical and future projections to determine a feel for the overall health of the applying organizations. The Winterization Reimbursement Grant application required submittal of paid invoices for items requested for reimbursement.

OneRedmond hosted webinars on the grant programs that featured updates and presentations by Executive Director Kristina Hudson, Mayor Birney, the grant program's contract-Chief Financial Officer, and our Redmond-based Small Business Development Center (SBDC) Advisor. Over 200 interested representatives participated in the webinars that were recorded and archived on the grant web page. Throughout the application process, the OneRedmond team fielded inquiries from interested organizations in addition to outreaching to contacts a week prior to the deadline to answer any last-minute questions and encourage submissions.

Review Process: A preliminary review of the grant applications was conducted with follow up to confirm and ensure eligibility. Cash Flow & Recovery Plan Worksheets were reviewed and ranked by the grant program's contract-CFO. Applications were then scored based on a pre-established standardized criterion.

This was followed by a review and ranking by a blue-ribbon Grant Review Panel, comprised of local experts and advocates. Reviewers focused on providing qualitative analysis on the applicant's open-ended responses including resiliency plans for operating through 2021. To keep the process fair and unbiased, the names and contact information for the applicants were removed and replaced by a unique identification number. Reviewers were also asked for their overall recommendation on each application in addition to their thoughts on grant award amounts. The Winterization Reimbursement Grant program did not include a judging panel but was vetted by OneRedmond staff for eligibility and required submitted documentation of winterization-related expenditures.

Grant Awards: In order to expedite the delivery of dollars to our small businesses and non-profits, OneRedmond offered ACH deposit for those who were interested in this payment option with over 81% of the grant recipients taking advantage of the opportunity. All grant recipients were given free access to OneRedmond's SBDC Small Business Advisor for further resources and support. In addition, they also received a complimentary one-year membership to OneRedmond which provides them access to cost-savings on a comprehensive suite of health insurance options from top carriers via its partnership with Business Health Trust. Quarterly follow-ups will be performed on all grant recipients to track health of the companies as well as to provide additional advising services as needed.

Program Summary: The City of Redmond's grant programs were the most generous amongst our neighboring municipalities. In 2020, the City of Bellevue gave out \$675,000, and the City of Kirkland gave out \$1,035,000. Redmond is leading the way in small business support.

Financial Resources webinars and advising services have also been a critical component to the health of our small businesses. Top business advising topics include: COVID-19 resources, Financing/Capital, Managing a Business, Marketing/Sales, Buy/Sell Business, and Human Resources/Employee Management.



Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-129
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Approval of an Amendment to the Council Rules of Procedure Adjusting the Public Comment Time

OVERVIEW STATEMENT:

At the July 11, 2023 Study Session, the Members of the Council discussed "Items from the Audience Policy and Procedure Review". During the meeting the Council expressed the desire to update the Council Rules of Procedure to adjust the public comment speaking time from four minutes to three minutes.

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

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Amendments to the Council Rules of Procedure requires a majority vote of the City Council.
- **Council Request:**
Council discussed this change on July 11, 2023.
- **Other Key Facts:**
N/A

OUTCOMES:

This amendment to the Council's Rules of Procedure will change the public comment time during Items from the Audience and public hearings to three minutes per person. The effected sections of the Rules of Procedure are F.3, J.4

and K.1 (see Attachment A).

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
7/11/2023	Study Session	Provide Direction

Proposed Upcoming Contact(s)

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

There are no time constraints on changing the public comment speaking time.

ANTICIPATED RESULT IF NOT APPROVED:

Public comment time will stay at four minutes per person.

ATTACHMENTS:

Attachment A: Council Rules of Procedure Amendment

REDMOND CITY COUNCIL



RULES OF PROCEDURE

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PREFACE

The City of Redmond is a non-charter code City governed by RCW 35A.12 and the Redmond Code of Ordinances. The Council of any Code City organized under the Mayor-Council plan of government provided in this chapter shall have the powers and authority granted to the legislative bodies of cities governed by this title, as more particularly described in Chapter 35A.11 RCW. The following Rules of Procedure are adopted for the sole benefit of the Members of the City Council in order to assist in the orderly conduct of Council business, to ensure their presence at all times during business meetings and are enforceable only by the Members of the Council themselves. The City Council's failure to adhere to or otherwise follow these rules shall not result in any liability to the City, its officers, employees or agents, and shall not result in the invalidation of any Council act. The City Council may, implicitly or by majority vote, determine to temporarily waive any of the provisions herein. Council action taken in disregard of or nonconformity with these rules shall be construed as an implicit waiver thereof.

REVISIONS

November 21, 2017	Amendment No. 1, passed by Resolution No. 1485
March 27, 2018	Amendment No. 2, passed by AM No. 18-046
July 21, 2020	Amendment No. 3, passed by AM No. 20-095
December 8, 2020	Amendment No. 4, passed by AM No. 20-170, effective January 1, 2021
November 16, 2021	Amendment No. 5, passed by AM No. 21-170, effective January 1, 2022

I. SCOPE

A. Name.

The name of the body subject to this Rules of Procedure document is the Redmond City Council.

B. Purpose.

The members of the City Council shall establish rules for its proceedings. The order of procedure and business herein contained shall govern deliberations and meetings of the City Council except as the same may be in conflict with Chapter 35A.12 RCW.

II. PARLIAMENTARY AUTHORITY

A. Robert's Rules of Order Newly Revised.

Robert's Rules of Order, Revised, shall govern the deliberations of the Council, except when in conflict with any of the foregoing rules.

III. MEMBERS AND OFFICERS

A. Members.

1. Eligibility to Hold Office.

No person shall be eligible to hold elective office under the Mayor-Council plan of government unless the person is a registered voter of the City at the time of filing his or her declaration of candidacy and has been a resident of the City for a period of at least one year next preceding his or her election. Residence and voting within the limits of any territory which has been included in, annexed to, or consolidated with such City is construed to have been residence within the City. A Mayor or Council member shall hold within the City government no other public office or employment except as permitted under the provisions of Chapter 42.23 RCW. *(RCW 35A.12.030)*

2. Terms of Members.

Officers shall be elected at biennial municipal elections to be conducted as provided in chapter 35A.29 RCW. The Mayor and the Councilmembers shall be elected for four-year terms of office and until their successors are elected and qualified and assume office in accordance with RCW 29A.60.280. At any first election upon reorganization, Councilmembers shall be elected as provided in RCW 35A.02.050. Thereafter the requisite number of Councilmembers shall be elected biennially as the terms of their predecessors expire and shall serve for terms of four years. The positions to be filled on the City Council shall be designated by consecutive numbers and shall be dealt with as separate offices for all election purposes. Election to positions on the Council shall be by majority vote from the City at large, unless provision is made by charter or ordinance for election by wards. The Mayor and Councilmembers shall qualify by taking an oath or affirmation of office and as may be provided by law, charter, or ordinance.

3. Attendance of Members.

All members are required to attend all regular meetings of the Council, unless otherwise noticed and excused by majority of the Council.

4. Vacancies.

The office of Council member shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the Council shall be filled as provided in chapter 42.12 RCW. An incumbent Council member is eligible to be appointed to fill a vacancy in the office of Mayor.

5. Vacancies for Nonattendance.

A Council position shall become vacant if the Council member fails to attend three consecutive regular meetings of the Council without being excused by the Council.

B. Officers

1. President.

Biennially, and also whenever the position comes vacant, the Council shall elect from its members a President.

2. Vice-President

Biennially, and also whenever the position comes vacant, the Council shall elect from its members a Vice-president.

IV. MEETINGS

A. Meetings Public.

All regular and special meetings of the Council shall be open to the public. Meetings are defined per RMC 2.08. The Council may hold executive sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 (Open Meeting Law), may order the removal of individuals who are interrupting the meeting as provided in RCW 42.30.050.

B. Voting.

1. Quorum – Absent Members.

A majority of the members of the Council shall constitute a quorum at all meetings of the Council, and a lower number may adjourn from time to time. Once a meeting has been constituted and called to order, no member present shall absent himself from the same without leave of the presiding officer or a majority of the Council.

2. Passage of Ordinances, Grants or Revocations of Franchise or License, and any Resolution for the Payment of Money.

Shall require the affirmative vote of at least a majority of the whole membership of the Council.

3. Conflict of Interest.

Each member present must vote on all questions put to the Council, except as to matters with respect to which the Council member may have a conflict of interest or where voting by the Council member would violate the appearance of fairness doctrine. Where a Council member has a conflict of interest or where voting by the Council member would violate the appearance of fairness doctrine, the remaining members of the Council may, by majority vote, compel the Council member to recuse himself or herself from participating in the proceedings or vote. On the passage of every ordinance or resolution, on the appointment of any officer, and upon the award of any bid, the vote shall be taken by ayes and nays and entered in full upon the record. The vote shall be for or against the pending ordinance or resolution, and not on the report submitted thereon.

4. Tie Votes.

In case of a tie vote on any question, the question shall be considered lost subject to the authority of the Mayor to cast a tie-breaking vote as provided

in RCW 35A.12.100. Members abstaining because of a conflict of interest shall be recorded as not having voted.

5. Recording of Votes.

The Clerk shall keep a correct journal of all proceedings and, at the desire of any member, the ayes and nays shall be taken on any question and entered in the journal.

C. Debate Limited.

The presiding officer of the meeting may from time to time establish reasonable, procedurally fair, and equitable limits on debate to ensure an expedient meeting and provides each Councilmember at least one opportunity to ask questions and/or make a statement in favor or against a particular item. Any limits on debate must be clearly stated at the start of the meeting.

D. Questions of Order.

All questions of order shall be decided by the presiding officer of the Council, with the right of appeal to the Council by any member.

E. Meeting Participation via Teleconference, Video Conference, or Other Electronic Means

1. Council members may attend regular business meetings, special meetings, study sessions, and committee of the whole meetings by telephone, by video conference, or by other electronic means.
2. When possible, notice of attendance by telephone, video conference, or other electronic means must be provided to the City Clerk's Office and the presiding officer not less than forty-eight hours before the scheduled start time for the meeting.
3. At any meeting where a Council member is attending by telephone, video conference, or other electronic means, there shall be a device that allows the voice of the Council member on the to be heard by everyone present in the meeting room and that allows the Council member to identify himself or herself before speaking. When possible, the Council member shall notify the others prior to disconnecting from the call, conference, or other communication medium. A Council member who is connected remotely shall be considered to be actually present at that meeting for the period of time so connected, and that presence shall count toward a

quorum of the Council for all purposes. The quorum is reduced in number as the member disconnects from the meeting.

F. Regular Business Meetings.

1. When Held.

Regular business meetings of the City Council are held on the first and third Tuesdays of every month at 7:00 p.m. in the Redmond City Hall Council Chambers, unless otherwise duly noticed.

2. Time Certain for Adjournment.

No business shall be considered after 10:30 p.m. of each meeting except by leave of a majority of the Council members present. Notwithstanding the foregoing, the City Council may complete deliberations and vote on any motion which was pending before the body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue.

3. Agenda – Order of Business.

The order of business for any regular Council business meeting is defined as follows:

a. Preparation of Agenda.

An agenda of all regular business meetings shall be prepared by the City Clerk and transmitted to the Mayor and Council members at least ninety-six hours prior to the time of the meeting. The agenda shall consist of the business to come before the City Council, and shall not preclude the Council from considering matters in addition to those set forth on said agenda. The heads of the various departments of the City should report agenda matters and deliver copies of supporting materials to the City Clerk in sufficient time for their inclusion on the agenda.

b. Consent Agenda.

(1) Each agenda shall include a consent agenda in the order of business. Consent agenda items may include, and shall not be limited by this reference, approval of all Council minutes, acceptance of all advisory board and commission minutes, final approval of leases and contracts, final acceptance of grants, deeds or easements, setting dates for public hearings, approval of

change orders, acknowledging receipt of claims for damages against the City, passage of resolutions and/or ordinances requiring no further public hearing and which the Council has given directions to prepare, and such other routine items as the Mayor and/or City Clerk may deem appropriate to be placed upon such a consent agenda.

(2) The reference material for all matters listed within the consent agenda shall be distributed to each member of the City Council for his/her review prior to the meeting. Matters on such consent agenda shall be considered to be routine and may be enacted by a single motion of the Council with no separate discussion unless removed from the consent agenda as hereafter provided.

(3) If separate discussion of any consent agenda item is desired, that item may be removed from the consent agenda at the request of any individual Council member. At the conclusion of passage of the consent agenda, those items removed at the request of any individual Council member shall either be discussed and acted upon before proceeding to the next item of business on the agenda or shall be set to a later position on the agenda for that meeting.

c. Audience Participation.

Items from the audience, limited to a maximum of ~~three~~ ~~four~~ minutes per speaker, will be received during the meeting at the appropriate place on the agenda to encourage citizen input and participation in Council meetings. Citizens may, at the end of the meeting, continue to address the Council.

d. Order of Business.

The order of business shall follow as nearly as possible the order of the agenda as follows:

(I.) Special Orders of the Day

(II.) Items from the Audience

(III.) Consent Agenda

Including approval of minutes and voucher and warrant approval.

- (A.) Consent Agenda
- (B.) Items Removed from the Consent Agendas
- (IV.) Hearings and Reports
 - (A.) Public Hearings
 - (B.) Reports
 - (1.) Staff Reports
 - (2.) Ombudsperson Report
 - (3.) Committee Reports

When it is determined that the City Council needs to vote on a committee report item other than to establish a meeting date or direct the committee to study any issue, the City Council shall place the item needing a vote on the Council agenda for a subsequent City Council meeting under unfinished or new business)

- (V.) Unfinished Business
- (VI.) New Business
- (VII.) Executive Session
- (VIII.) Adjournment

The order of business set forth in this section is a guideline and shall not be construed in any way as to limit the order in which the Council may elect to proceed with its business.

4. Motions, Resolutions, Ordinances in Writing.

The presiding officer and any member of the Council may require a motion to be reduced to writing prior to a vote upon the same. All resolutions and ordinances shall be in writing before being introduced at the meeting for adoption and shall be assigned a number by the City Clerk when introduced. It shall be sufficient for the Mayor or Mayor's designee to orally read the title of the resolution or ordinance at the meeting to present the same to the Council for its consideration prior to its voting on the question of adoption of the ordinance or resolution; provided, that a majority of the Council may require the entire resolution or ordinance or any part thereof to be read aloud at the meeting prior to its consideration.

5. Motion to Lay on the Table.

Motions to lay any matter on the table shall be first in order. On all questions the last amendment, the most distant day, and the largest sum shall be put first. A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon motion of a member voting with the majority and with the consent of two-thirds of the members present. This motion shall not be confused with the **Motion to Postpone to a Time Certain, or a Motion to Postpone Indefinitely**, which do require a majority vote to pass, and do not require a separate motion to remove the item from the table to resume discussion on the item.

6. Reconsideration of Non-Quasi-Judicial Items.

a. Any person, including any member of the Council, may request that the Council reconsider a decision on a matter which is not quasi-judicial in nature. Any request or motion for reconsideration of a City Council action which is not quasi-judicial must be made in writing to the City Clerk or orally to the City Council in an open public meeting. The procedure for reconsideration shall be governed by the latest edition of Robert's Rules of Order and shall require that a motion to reconsider be made by a Council member who voted in the majority on the original action for which reconsideration is sought. The motion may be seconded by any other Council member, whether or not that member voted in the majority. A motion to reconsider an action shall be out of order and shall not be acted upon unless made prior to taking up the new business portion of the City Council agenda at the next regular City Council meeting following the meeting at which the action for which reconsideration is sought was taken. "Action" shall mean the vote of the City Council expressing a decision even though followed at a later date by passage of an ordinance or resolution. If anything that the City Council cannot reverse has been done as the result of the Council's vote, e.g., an ordinance voted on has become effective or a contract voted on has been signed by all parties, then the vote cannot be reconsidered.

b. In the event that the City Council votes to reconsider an action which is not quasi-judicial in nature, the effect of the vote is to place the matter back before the Council as if no action had been taken. When a motion to reconsider is passed at a meeting other than the meeting at which the original action was taken, the Council shall not take new action on the

reconsidered matter at that meeting, and shall set the matter over to the next regular City Council meeting following the meeting at which reconsideration was voted upon. The agenda for the Council meeting at which any reconsidered action will be taken up for final action shall reflect that the matter has been brought before the Council upon reconsideration of an earlier action. Public notice provided concerning the agenda shall reflect the nature of the action. No public hearing shall be required on reconsideration of any non-quasi-judicial action, and the Council may allow public input on the reconsidered matter if it so desires. Any matter which the Council has voted to reconsider shall be placed under “unfinished business” on the agenda. Once the Council takes final action on the reconsidered matter, no further reconsideration may take place.

- c. The City Council may, by majority vote of the entire membership, suspend the requirement for deferring action on any reconsidered matter to the next regular business meeting when the Council determines that sooner action is required to avoid undue hardship to the City or any interested person.
- d. As used in this section, “regular business meeting” shall mean any regularly scheduled meeting of the City Council at which final action may be taken. Council study sessions, committee of the whole, and special meetings of the Council shall not be considered regular meetings of the City Council for purposes of this section.
- e. Procedural matters not governed by this section shall be governed by the current edition of Robert’s Rules of Order.

G. Special Meetings.

Special meetings may be called by the Mayor or by a majority of the Council by written notice delivered personally or by mail to each Council member and the Mayor at least twenty-four hours prior to the time set for the meeting as specified in the notice. The requirements of the “open meeting law,” RCW Chapter 42.30 shall apply in all respects to special meetings of the Council. No business shall be considered after 10:30 p.m. of each meeting except by leave of a majority of the Council members present. Notwithstanding the foregoing, the City Council may complete deliberations and vote on any motion which was pending before the

body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue.

H. Study Sessions.

Study Sessions of the City Council are held on the second and fourth Tuesdays of every month at 7:00 p.m. in the Redmond City Hall Council Chambers, unless otherwise duly noticed. No study session item shall be considered after 10:30 p.m. of each meeting except by leave of a majority of the Council members present. Notwithstanding the foregoing, the City Council may complete deliberations on any item which was under deliberation before the body at 10:30 p.m. without the necessity of seeking leave of the majority of the Council members to continue. The City Council may choose to schedule an additional study session for any fifth Tuesday presenting in a month. The City Council shall not take a final vote on any item that comes before it at such a session. Participation by members of the audience at any designated workshop or study session of the Council shall be permitted only upon the concurrence of a majority of the Council members present.

I. Executive Sessions.

Before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Mayor.

1. Privileged Discussion.

Discussions held in Executive Session are privileged and shall not be shared with any person not party to the Executive Session. Per RCW [42.23.070\(4\)](#), "No municipal officer may disclose confidential information gained by reason of the officers position, nor may the officer otherwise use such information for his or her personal gain or benefit."

2. Executive Sessions Held.

An executive session may be held during any regular business or special meeting of the City Council.

3. Legal Rationale for Entering Session.

The Council may only enter into Executive Session for specific reasons allowed by State Statute. Those rationale are found at [\(RCW 42.30.110\)](#).

J. Quasi-judicial Matters.

1. It is the policy of the City Council that its members should not attend meetings of other City boards and commissions concerning quasi-judicial matters which are then pending before the City and which will ultimately be decided by the Council.
2. Whenever a quasi-judicial matter pending before the City Council involves a specific site, each member of the Council may visit the site prior to the making of a final decision in order to better understand the evidence to be presented. What the members of the Council observe at the site is not evidence and Council members are to rely solely on the record presented to them during the proceedings before the Council in deciding issues regarding the quasi-judicial matter. During the site visit, the Council may not ask questions or discuss the site with any other person present, including other Council members. If the Council is to consider the matter in an open record public hearing, Council members should disclose what information was observed during any site visit at the outset of the hearing.
3. Whenever a quasi-judicial matter pending before the City Council has been the subject of a public hearing before the Hearing Examiner or Planning Commission, the Council shall allow each side (proponents and opponents) to speak for a maximum of ten minutes each. No new evidence may be presented by either speaker, and testimony shall be limited to argument based upon the Hearing Examiner's or Planning Commission's record. All quasi-judicial items shall be noted on the agenda as being quasi-judicial and a statement shall appear on the agenda indicating that each side may speak for a maximum of ten minutes each.
4. Whenever the Council holds a public hearing on a quasi-judicial matter, each speaker testifying before the Council shall be allowed to speak for a maximum of ~~three~~ ~~four~~ minutes, provided, that the Council may, in its discretion, allow additional time where the complexity of issues involved requires more time in order to give the speaker a reasonable opportunity to be heard on the matter.
5. **Reconsideration of Quasi-judicial Actions.**
 - a. Any request for reconsideration of a quasi-judicial action of the City Council made by a party to the proceeding must be made in writing to the City Clerk. A motion to reconsider made by a Council member does not need to be in writing. A motion to reconsider a quasi-judicial action shall

be out of order and shall not be acted upon unless made by a Council member who voted in the majority prior to taking up the new business portion of the City Council agenda at the next regular City Council meeting following the meeting at which the action was taken. Any Council member may second the motion, whether or not that Council member voted in the majority. During the reconsideration period, no ex parte communication shall be made to any City Council member concerning the quasi-judicial action. "Action" shall mean the written decision by the City Council

- b.** The effect of passing a motion for reconsideration is to place the original motion on the matter back before the City Council. In the event the City Council elects to reconsider a quasi-judicial action, no revision to the action shall be made prior to giving those parties directly affected by the proposed revision notice of the proposed revision and a reasonable opportunity to be heard concerning it.
- c.** No quasi-judicial action of the City Council shall be final for any purpose until completion of the period for reconsideration established by subsection (1) of this section.
- d.** As used in this section, "regular business meeting" shall mean any regularly scheduled meeting of the City Council at which final action may be taken. Council study sessions, committee of the whole, and special meetings of the Council shall not be considered regular meetings of the City Council for purposes of this section.
- e.** Procedural matters not governed by this section shall be governed by the current edition of Roberts Rules of Order.

6. Appearance of Fairness Doctrine.

The appearance of fairness doctrine is a rule of law requiring government decision-makers to conduct non-court hearings and proceedings in a way that is fair and unbiased in both appearance and fact. It was developed by the courts as a method of insuring that due process protections, which normally apply in courtroom settings, extend to certain types of administrative decision-making hearings, such as rezones of specific property. The doctrine attempts to make sure that all parties to an argument receive fair and equitable treatment. The doctrine requires that adjudicatory or quasi-judicial public hearings meet two requirements:

- a.** they must be procedurally fair, and
- b.** they must appear to be conducted by impartial decision-makers.

K. Public Participation

1. Anyone may address the City Council, on any topic, during any regular business meeting, under the Items from the Audience section of the agenda, for a maximum of ~~three~~ ~~four~~ minutes per person, unless otherwise prohibited in this section.
2. Members of the public shall present all testimony from the testimony podium, and shall not approach the dais unless requested.
3. All meeting materials submitted by the public during testimony shall be handed to the City Clerk for further distribution to the Council.
4. Unruly, disruptive behavior shall not be permitted by any person attending a Council meeting and shall result in removal of said person from the premises. Per RCW 42.30.050, in the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the governing body conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the governing body from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.
5. **General Prohibition on Use of Public Facilities.**
RCW 42.17A.555 prohibits the use of facilities of a public office to support or oppose a ballot measure or an election campaign for public office. This provision applies to all units of local government and their officials and employees. The term “public facilities” is defined to include the use of stationery, postage, equipment, use of employees during working hours, vehicles, office space, publications of the office, or lists of persons served by the local government. This prohibition means that elective or appointed personnel of local governments may not work to support or oppose a

ballot proposition during work time or allow public facilities to be used for that purpose. This provision includes, and is not limited to, the use of the “Items from the Audience” section of regular Council business meetings for members of the public to speak in support or opposition of any campaign or ballot proposition.

a. Exceptions:

i. The City Council may vote on a motion or resolution to express support or opposition to a ballot proposition provided that: (1) the notice for the meeting must include the title and number of the ballot proposition and (2) Members of the Council and members of the public must be allowed an approximately equal opportunity to express an opposing view;

ii. A Member of the Council may make a statement at an open press conference in support or opposition to a ballot proposition or in response to a specific inquiry;

iii. Where the City prepares an objective and neutral presentation of facts concerning a ballot measure (example: details could be provided to citizens concerning the financial impacts of an initiative on the local government, such as how revenues would be affected by its passage; care must be taken that information is presented in a fair and objective manner)

*Note: Many local governments allow use of meeting room facilities on a nondiscriminatory, equal access basis to the public, usually for a rental fee. If this is the case, it would be allowable to hold a public forum for citizens with pro and con representatives discussing an initiative in a public meeting hall.

*Note: RCW 42.17A.555 does not restrict the right of an individual, whether that person is an elective or appointed public official or a public employee, to express his or her personal views supporting or opposing a ballot proposition so long as that expression does not involve using public facilities. This means that elected officials and appointed staff may campaign on their own time, using their own supplies and equipment, for or against a ballot proposition by preparing brochures, mailings, doorbelling, and other such activities.

6. Testimony or public comment on quasi-judicial matters pending before the City Council shall be heard only as provided in Rule IV(J) above and may not be presented under Items from the Audience.

V. COMMITTEE OF THE WHOLE

A. Establishment and Scope.

Committee of the Whole ("Committee") is hereby established as regular meetings of the Council with the purpose of studying matters of Parks and Environmental Sustainability; Planning and Public Works; Public Safety and Human Services; and Finance, Administration, and Communications, as codified in RCW 2.08 and 2.32.

B. Membership.

Committee of the Whole shall consist of the Members of the City Council.

C. Calling of Meetings.

Committee of the Whole meetings are regularly held per RMC 2.08. Special meetings of the Committee of the Whole may be called by the Mayor or three Council members, and shall follow the noticing procedures for special meetings provided for in RCW 42.30.080. No final action shall be taken in special meetings of Committee of the Whole. Committee of the Whole meetings shall be presided over by a designated member(s) of the Council, as selected by the Council President and confirmed by a majority vote of the Council at a regular business meeting, such designation(s) to occur every other year in January following a regular election.

D. Meetings and Quorum.

The date, time and place of each meeting shall be the first four Tuesdays of each month at 4:30 p.m., at Redmond City Hall, unless otherwise noticed. The Committee of the Whole may be called as needed to discuss regional affairs matters, such meetings shall be advertised as special meetings of the committee. Notice of meetings shall be given in compliance with RCW Chapter 42.30, the Open Public Meetings Act. At their first meeting in each year the Committee of the Whole should adopt annual committee goals identifying what the committee intends to accomplish. A majority of the committee shall be the quorum necessary for the transaction of business. In the event a quorum cannot be sustained for a committee meeting, the meeting shall convene on the record and cancel for lack of quorum.

E. Duties and Responsibilities.

1. The Committee of the Whole shall consider and review matters referred to it. The Mayor and boards and commissions are encouraged to suggest items to the Committee of the Whole for review or study. The scope of authority of the

committee is defined is RCW 2.32 to investigate, collect, and review appropriate information for the formulation of possible Council action. Agendas for meetings are set by designated presiding officers in coordination with City staff. Final action shall not be taken in Committee of the Whole.

2. In carrying out its duties and responsibilities, the committee shall have the power and authority to examine all records, registers, minutes and papers pertaining to the subject matter under review or consideration, including those kept by boards and commissions of the City. The City officers, department heads, board and commission chairpersons shall cooperate with and assist the committee in carrying out its duties and responsibilities and in furnishing necessary information, except where prohibited by law or excluded under Section 31, Chapter 1, Laws of 1973; provided, that in the event any City officer, department head or board or commission chairperson deems the release of requested information not in the best interests of the City, authority for that release shall be vested in the Mayor.

F. Reports.

At the Council meeting immediately following each committee meeting, in the appropriate place on the Council agenda, a report from the Committee of the Whole presiding officer, or designated alternate shall be made. A minority report may be given by any Committee of the Whole member who dissents from the report by the majority. Oral reports shall be sufficient, unless a Council majority feels that a written report should be furnished.

G. Staffing.

When needed, staff assistance to the committee shall be assigned by the Mayor.

H. Absence of Members.

Committee member absences are understood to be excused.

I. Summary of Meetings.

Minutes of Committee of the Whole meetings shall be produced in summary format and shall not require formal approval.

VI. COUNCIL COMMUNICATIONS

A. Email.

1. All City Council email correspondence shall be sent through a designated City email account.
2. All City Council email shall be copied to the City Clerk for preservation in the Council records archive.
3. Email correspondence sent via the designated Council Ombudsperson shall be copied to the Mayor and all members of the Council in the original reply to sender.
4. No Council member shall send correspondence from a City email account that purports to represent the views of the Council, unless the Council has, by majority vote, established the same as the Council's position. Council Members may use City email accounts to state the position of the individual Council Member as long as it is made clear that the position is that of the individual Council Member and that the Council Member is not speaking on behalf of the entire Council.
5. Members of the City Council will not use email to transact business of the Council in violation of the Open Meetings Act.

B. Use of Electronic Devices During Council Meetings

1. Council Members shall not access, send, or receive electronic communications concerning any matter pending before the Council during a Council meeting. Exceptions to this Rule are:
 - a. Accessing Council meeting-specific agenda and packet information;
 - b. Accessing meeting notes and/or resource or research material specific to matters pending before the Council;
 - c. Reporting to the official record regarding Ombudsperson citizen comments received;
 - d. Family or emergency situations that may time to time arise. With respect to this exception, a Council Member shall take an at-ease from the meeting to avoid distraction of other Members from

discussions, should such interaction exceed more than a few moments in length; or

- e. Local, state, or federal news alerts, announcements, and matters when deemed appropriate.

2. Council Members shall not use electronic communication/media/applications to review or access information regarding matters not in consideration before the Council during a Council meeting.

3. The use of electronic communications/media/applications for personal, non-City business, during Council meetings, is expressly prohibited. Official meeting breaks are excluded from this provision. Violation of these rules by any member may result in an official Motion to Censure of said member by the Council, per Roberts Rules of Order.

VII. COUNCIL CONTINGENCY FUND

A. Fund Allocations.

The Council Contingency Fund, if budgeted, is used at the sole discretion of the City Council. The fund can be designated for any use deemed necessary by a majority of the Council. Reoccurring requests for funding from this account shall not be granted to outside groups or organizations, and rather, the budget process should be explored for an appropriate place to allocate funds for such ongoing requests.

VIII. AMENDMENTS TO RULES OF PROCEDURE

A. Amendments.

Any amendments to these Rules of Procedure shall be made through a majority vote of the City Council.

Appendix A

Council Values – 2020-2021

The Redmond City Council for the 2020-2021 biennium adopts the following five values sourced from the suggestions of all seven Councilmembers.

- **Perspective**
- **Dialogue**
- **Respect**
- **Preparation**
- **Inclusiveness**

Appendix B

Glossary of Terms

This Appendix to the Council Rules of Procedure defines some commonly used terms to enable clear communications between of the City Council and Mayor. Rules of engagement and business procedures are defined by the adopted Rules of Procedure.

Action. The transaction of the official business of the City Council including but not limited to receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions; [RCW 42.30.020\(3\)](#).

Agenda item. An action that requires specific consideration, discussion, and a decision of the body made at a regular business meeting of the City Council. This decision constitutes a “formal” action of the City Council.

Call for, calling for. To schedule.

Conflict of Interest. A City Council member may not vote in the authorization, approval, or ratification of a contract in which they are beneficially interested, above that of any other member of the general public. Conflicts must be disclosed to the governing body and noted in the official minutes or similar records. see [RCW 42.23.030](#). Also see **Prohibited Acts**.

Consent Agenda. Consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion.

Emergency. An urgent situation or issue that poses an immediate, serious and/or dangerous risk to health, life, property, or environment requiring urgent interventions, mitigation, and recovery.

Executive Sessions. Executive sessions are meetings that are closed to the public for special purposes identified in [RCW 42.30.110](#).

Ex-officio. By virtue of office, role, or position.

Final action. A decision or vote by a majority of the members of the City Council, positive or negative, on a motion, proposal, resolution, order, or ordinance that directs the Mayor and Administration, enabling successful execution of the decision, according to a majority vote of the Council; [RCW 42.30.020\(3\)](#).

Items From The Audience. An agenda item that provides an opportunity for citizens to address the Council regarding any issue.

Meetings public. Per RMC 2.08.

New Business. Subjects which have not previously been considered by the Council and which may require discussion and action.

Ombudsperson. An Official appointed to investigate individuals' complaints about City services and administration, especially that of public authorities.

Ordinances. 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.

Procedural action. A decision of the City Council that is administrative in nature and necessary to conduct or process Council business in an orderly manner according to these Rules that may or may not be followed separately by a final action at the same or later meeting. Examples of procedural actions are adoption of agendas, referring actions to or from committees, setting a public hearing, suspension of these Rules to enable special accommodations during a meeting.

Prohibited Acts. No City Council member may use their position to secure special privileges or exemptions, or directly or indirectly give, receive, or agree to receive any compensation, gift, reward, or gratuity for a matter connected to their role unless otherwise noted by law; see [RCW 42.23.070](#).

Public Hearings. Opportunities for the Council to receive public comment on important issues and/or issues requiring a public hearing by State statute.

Quasi-Judicial proceedings. Closed record proceedings or open record public hearings. Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

Regular business meeting. Any regularly scheduled meeting of the City Council at which final action may be taken per RMC 2.08.

Resolutions. Expressions of Council policy or statements by the Council to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

Serial meeting (also serial communications). A series of private meetings or communications by which a majority of the members of a legislative body commit to a decision or engage in collective deliberation concerning public business in violation of an open public meeting.

Special meeting. Any irregularly scheduled meeting of the City Council at which Final Action may be taken per RMC 2.08.

Staff Reports. Presentations or prepared memos to the Council by the department directors on issues of interest to the Council which do not require Council action.

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

Virtual meeting. A virtual meeting is one where at least one Councilmember is participating via teleconference, video conference, or other electronic means enabling real-time interaction in the meeting.

Written. A tangible document, where required by applicable law, or electronic written communication, such as email, word processing documents or other written communication.

Appendix C

Roles & Responsibilities

This Appendix to the Council Rules of Procedure outlines the roles and responsibilities of the City Council and Mayor. Rules of engagement and procedures for the conduct of business are defined by the adopted Rules of Procedure. This addendum is intended to clarify who is responsible for managing and implementing the operating procedures in normal and emergency conditions. This section is intended as a plain language explanation of existing law incorporated by References for routine use and quick reference, and is not intended to supersede any legal requirements.

- It explains the separation of powers between the Council and Administration, including in times of emergency as defined in these rules.
- It also describes different roles the Mayor, individual Councilmembers, Council as a body, and presiding officers may play based on the most common situations as well as in an emergency.

a. **POWERS RESERVED FOR THE COUNCIL**

- **Legislation.** Passage of any ordinance or resolution.
- **Authorization.** Granting or revocation of franchise or licenses.
- **Approval.** Confirmation of key administration positions and appointments to boards and commissions reporting to the body.
- **Appropriations.** Acceptance of funds, resolutions, and ordinances for the payment of money.
- **Land use.** Real property actions, transfer, sale, surplus of assets of the City.
- **One voice.** When Council acts as a body, it speaks with the voice of the majority through the Council President.
- **Override veto.** An action vetoed by the Mayor may be overturned with a majority plus one vote of the Council.

b. **POWERS OF A COUNCILMEMBER**

- **One vote.** Councilmembers shall vote in support or in opposition of an action, unless recused.
- **One perspective.** Each Councilmember has equal privileges for the floor during deliberations and meetings.
- **Initiative.** A Councilmember may introduce new business for Council consideration.

c. POWERS RESERVED FOR THE MAYOR

- **Personnel.** Management and supervision of staff, including hiring and removal of key administration positions.
- **Operations.** Supervise the administration of City government and all City interests.
- **Safety.** Maintain law and order, life safety, and preserve and protect the health, wellbeing, and quality of the community and environment.
- **Approval.** Approval of official bonds and bonds of contractors.
- **Execution.** Execution of contracts and agreements made with the City or for its use and benefit within the limits on authority.
- **Oversight.** Ensure satisfactory performance of all contracts and agreements made with the City or for its use and benefit.
- **Litigation.** Cause any legal proceedings to be instituted and prosecuted in the name of the City, subject to approval by majority vote of all members of the Council.
- **Veto.** The Mayor may veto certain actions taken by Council within 10 days of taking effect.
- **Tie-breaking vote.** In the case of a tie vote from Council, the Mayor may vote on a matter other than the passage of an ordinance, the grant or revocation of a franchise or license, or resolution for the payment of money.

d. DUTIES OF THE MAYOR IN COUNCIL BUSINESS

- **Duty of care.** Avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others or the interests of the City.
- **Duty of loyalty.** Make all decisions in their powers as fiduciaries without conflict of interest.
- **Duty of obedience.** Abiding by all applicable laws and regulations and do not engage in illegal or unauthorized activities.
- **Facilitation.** Preside over regular business meetings of the Council according to the Council Rules of Procedure.
- **Information.** Report to the Council concerning the affairs of the City and its financial and other needs on a regular basis.
- **Leadership.** Make recommendations for Council consideration and action.
- **Budget.** Prepare and submit to the Council a proposed budget biennially as required by law.
- **Spokesperson.** Serve as the official and ceremonial head of the City.
- **Oversight.** Ensure due diligence is completed by staff prior to placing an item before the Council.
- **Communication.** Provide an open, transparent, and timely line of communication between the Council and the Administration.

- **Recommend.** Recommend policy for adoption by the Council.
- **Execution.** Represent and implement the majority voice of the Council.
- **Responsiveness.** Ensure timely follow-up and appropriate responses are delivered by Administration staff for items presented to the Council during Items from the Audience.

e. **DUTIES OF THE COUNCIL IN THE ADMINISTRATION OF CITY BUSINESS**

- **Input.** Provide advice and support to the Mayor as relates to routine business of the City, when such advice and support is solicited or otherwise welcomed.
- **Oversight.** Ask questions and participate in conversations regarding City business during meetings and establish reasonable controls.
- **Empower.** Proactively remove barriers in legislation to enable policy initiatives.
- **Support.** Volunteer when asked by staff if available and act under the direction of staff.

f. **DUTIES OF A COUNCILMEMBER**

- **Duty of Care.** Avoid any behaviors or omissions that could reasonably be foreseen to cause harm to others or the interests of the City.
- **Duty of Loyalty.** Make all decisions in their powers as fiduciaries without conflict of interest.
- **Duty of Obedience.** Abiding by all applicable laws and regulations and do not engage in illegal or unauthorized activities.
- **Advocacy.** Accurately convey decisions made by present and past Councils when communicating externally to the best of your knowledge and understanding.
- **Input.** Provide comment and advice on issues through the Mayor or their delegate and support staff when invited or assigned.
- **Initiative.** Proactively seek opportunities to develop or modify City legislation for the betterment of the community.
- **Lobby.** When an issue is outside of City regulations or control, and when acting in the best interest of our community, Councilmembers may lobby their State and Federal representatives.
- **Accountability.** Councilmembers should hold each other and the Mayor accountable to the highest level of service to the community.
- **Delegate.** Assist the Council President and Vice President in the execution of their duties or Council business as requested.
- **Ambassador.** Represent the community's voice during Council decisions and share information with the community.

g. DUTIES OF THE COUNCIL PRESIDENT

- **Leadership.** Provide leadership to the Council and be an advocate for the majority position of the body at all times.
- **Facilitator.** Actively explore policy viability when asked by a Councilmember and provide opportunities for conversation with the body.
- **Stewardship.** Observe and uphold all rules adopted by the Council for its governance and operations.
- **Programming.** Schedule Council meetings and the Annual Retreat, determine topics to explore at study sessions within the powers of the body, and review the Administration proposals for operations items for regular meeting.
- **Appointments.** Appoint from the body presiding officers of Committees of the Whole (committee chairs) considering Councilmembers' requests, individual strengths, and experience for these appointments.
- **Assignments.** Assign at least four members to each committee of the whole to ensure quorum responsibilities are known.
- **Strategic Direction.** Advance and organize the priorities in the strategic plan, in partnership with the Mayor and Administration staff.
- **Communication.** Represent the Council at biweekly meetings with the Mayor and relay key information to the Council.
- **Spokesperson.** Represent the Mayor and Council at important functions in absence of the Mayor.
- **Scheduling.** Establish a biennial calendar of Council Advocate for each month of the respective biennium and a Council calendar of events.
- **Coordination.** Keep track of items and due dates that are referred to committee by the Council or such other items on which the Council requests follow-up actions.
- **Strategic Plan.** Lead on the development and execution of the Council Strategic Plan and ensure its satisfactory achievement in collaboration with the body and City Administration.
- **Mayor Pro-Tem.** Resolution No. 789, adopted February 21, 1989, designates the Council President to serve as Mayor Pro Tempore in the Mayor's absence.

h. DUTIES OF THE COUNCIL VICE PRESIDENT

- **Assistance.** Assist the Council President in the execution of their duties as requested.
- **Alternate Presiding Officer.** Serve as Presiding Officer in the absence of the Council President.
- **Alternate Mayor Pro-Tem.** Serve in the absence of both the Mayor and Council President as Mayor Pro-Tem.

i. **DUTIES OF A PRESIDING OFFICER, COMMITTEES**

- **Facilitation.** Preside over meetings of the Committee of the Whole according to the Council Rules of Procedure.
- **Discussion.** Determine how business is to be conducted during the meeting at the start of each committee meeting.
- **Planning.** Work in collaboration with appropriate City staff and Council leadership to propose committee work plans and agendas for which they preside within their committee scope for approval by the committee and adoption by the Council.
- **Reporting.** Briefly summarize committee activities during regular business meetings.
- **Leadership.** Make recommendations for Council consideration and action within the scope of their committee.

j. **EMERGENCY POWERS & DUTIES OF THE BODY**

During an emergency, the Council maintains its powers of the body. Procedural exceptions apply to ensure timely addressing of the situation. Examples are exceptions to public notice requirements for certain legislation and funding appropriations that apply outside of normal business operations.

- **Preparedness.** Ensure the City is adequately prepared for emergencies through setting aside funds ahead of time during the biennial budget process.
- **Confirm.** Give advice and consent to the Mayor on new appointments to the Emergency Preparedness Council.
- **Cooperation.** Work with the Mayor to address the emergency.
- **Collaboration.** Approve mutual aid agreements.
- **Declarations.** Adopt a Declaration of Emergency by resolution or by ordinance, as deemed necessary by the body for the protection of the public health, public safety, public property, public peace, and the public environment. Emergency declarations by Council shall take effect and be in full force immediately upon adoption and shall be time bound.
- **Leadership.** Provide visible leadership to the community.
- **Ratification.** Promptly approve, after their issuance, rules and regulations that are reasonably related to the protection of life and property, which is affected by an incident. Such rules and regulations having been made and issued by the Emergency Preparedness Director.
- **Emergency Expenditures.** Appropriate funds to provide emergency preparedness programs and mitigation activities within the City. Council may permit emergency expenditures to exceed budgeted amounts by adopting ordinances stating the facts justifying the emergency passed by a majority plus one of the entire Council.

- **Emergency Reserves.** Council may authorize emergency expenditures from any funds designated as emergency reserves by adopting ordinances stating the facts justifying the emergency passed by a majority vote of the entire Council.
- **Notice Waived.** Budget amendment ordinances to address certain emergencies may optionally have no notice or public hearing.
- **Procedures Waived.** If necessary, Mayor or designee will declare an emergency and waive competitive bidding and award all necessary contracts for purchases and public works construction pursuant to RCW 39.04.280. Should competitive bidding be waived under this section, the Council or its designee must make a written finding of emergency within two weeks after the contract is awarded.
- **Oversight.** Approve and adopt the Comprehensive Emergency Management Plan (CEMP).

k. **EMERGENCY POWERS & DUTIES OF THE MAYOR**

During an emergency, the Mayor maintains their powers. Some procedural exceptions apply to ensure timely addressing of the situation. Some actions that normally come to Council as recommendations before action is taken may be reported to Council and then ratified by Council after executive action, including examples of acceptance of funds and waiving of competitive bidding requirements to enable a prompt response.

- **Key Contact.** Provide leadership to the community, act as spokesperson in communicating incident-related information to the public and accompany visiting officials from other jurisdictions and levels of government.
- **Coordination.** Serve as Chair of the Emergency Preparedness Council.
- **Cooperation.** Work with the Council to address the emergency and increase communication frequency with the Council or provide access to means for Council to receive information through the Council President.
- **Initiative.** Propose policies and strategies to address emergency public needs.
- **Proclaim Emergency.** Sign a State of Emergency, Declaration of Emergency, and Delegation of Authority as deemed necessary for the protection of the public health, public safety, public property, public peace, and the public environment. The proclamation shall take effect and be in full force immediately, shall be time bound with terms for extension.
- **Emergency Orders.** Proclaim special emergency orders as prepared by the Director of Emergency Preparedness, i.e., curfews, street use, etc. to protect public safety.
- **Competitive Bidding Waived.** If necessary, waive competitive bidding and award all necessary contracts for purchases and public works construction. Report to Council if this action occurs.
- **Execution.** Sign mutual aid agreements with other municipalities, the County and other governmental subdivisions, which have been approved by the City Council.

- **Fund Acceptance.** Accept and use gifts, grants and loans of state and federal funds, services, equipment and supplies on behalf of the City. These actions must be reported to and ratified by Council.
- **Command.** Enlist the service and equipment of citizens.

I. EMERGENCY POWERS & DUTIES OF OFFICERS

Additional responsibilities apply in emergency situations.

- **Communication.** The Council President, or their Councilmember delegate or successor, shall make reasonable attempts to contact all Councilmembers to ensure their safety and report to the Mayor.
- **Coordination.** The Council President, or their Councilmember delegate or successor, shall work with the Mayor and the Administration during an emergency to assign individual Councilmembers to support activities necessary for the routine operations of City business.
- **Meetings.** The Council President may call for additional meetings of the Council to enable emergency action by Council.
- **Assignments.** The Presiding officer of a meeting shall authorize and assign a designated recordkeeper in absence of the Clerk and shall not designate themselves as recordkeeper.
- **Notice.** The Presiding officer is responsible for reasonable meeting notice requirements where feasible.

m. EMERGENCY DUTIES OF INDIVIDUAL COUNCILMEMBERS

Additional responsibilities apply in emergency situations.

- **Notification.** Report their location and safety to the Council President, Mayor and City Clerk as soon as possible.
- **Leadership.** Provide visible leadership to the community.
- **Volunteer.** Individual Councilmembers may voluntarily accept direct assignments from the Council President, the Mayor and the Administration during an emergency.

n. REFERENCES FOR THIS SECTION

- Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995)
- Municipal Research Services Center and Association of Washington Cities, Mayor & Councilmember Handbook, MRSC Report No. 44. (2019 ed.) Available at <http://mrsc.org/getmedia/034f13b6-7ec2-4594-b60b-efaf61dd7d10/Mayor-And-Councilmember-Handbook.pdf.aspx?ext=.pdf>

- Ogden, Murphy, Wallace. Letter from City Attorney to Mayor and Council Re: Emergency Powers of Mayor and Council dated 31 March 2020.

Redmond Municipal Code

- RMC Chapter 2.08. Council Meetings.
- RMC Chapter 2.20 Emergency Preparedness.

Revised Code of Washington

- RCW 35A.11 Laws governing noncharter code cities and charter code cities—powers
- RCW 35A.11.020 Powers vested in legislative bodies of noncharter and charter code cities.
- RCW 35A.12.100 Duties and authority of the Mayor – Veto – Tie Breaking Vote
- RCW 35A.12.130 Ordinances – Style – Requisites – Veto.
- RCW 35A.12.190 Powers of Council.
- RCW 35A.34 Biennial Budgets
- RCW 35A.34.140 Emergency expenditures – Nondebatable emergencies.
- RCW 35A.34.150 Emergency expenditures – Other emergencies – Hearing.
- RCW 35A.34.160 Emergency expenditures – Warrants – payment.
- RCW 35A.34.200 Funds – Limitations on expenditures – Transfers and adjustments.
- RCW 35A.34.210 Liabilities incurred in excess of budget.
- RCW 38.52.020 Declaration of policy and purpose
- RCW 38.52.070 Local organizations and joint local organizations authorized—Establishment, operation—Emergency powers, procedures—Communication plans.
- RCW 38.52.100 Appropriations-Acceptance of funds, services, etc.
- RCW 38.52.110 Use of existing services and facilities—Impressment of citizenry—First informer broadcasters.
- RCW 39.04.280 Competitive bidding requirements – Exemptions.



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 9/19/2023
Meeting of: City Council

File No. AM No. 23-130
Type: Consent Item

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

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Cheryl Xanthos	City Clerk
Executive	Kalli Biegel	Deputy City Clerk

TITLE:

Confirmation of Appointments of New Board and Commission Members

OVERVIEW STATEMENT:

There is currently a vacancy on the Landmark Commission, due to the term expiration of Dr. James Petts.

The press release advertising this opening was posted on January 31, 2023, and can be viewed at: [City Seeks Volunteer for Landmark Commission \(govdelivery.com\) <https://content.govdelivery.com/bulletins/gd/WAREDMOND-345d0ac?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-345d0ac?wgt_ref=WAREDMOND_WIDGET_2). Five applications were received and reviewed. Ms. Doman was selected to move forward, and interviewed with Mayor Birney on June 15, 2023 and City Council on September 12, 2023.

There is currently an opening on the Parks, Trails, and Recreation Commission, due to the resignation of Jennifer Brun.

The press release advertising this opening was posted on May 31, 2023, and can be viewed at: [News Release: City Seeks New Parks, Trails, and Recreation Commissioner and Youth Advocates \(govdelivery.com\) <https://content.govdelivery.com/bulletins/gd/WAREDMOND-35cbeba?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-35cbeba?wgt_ref=WAREDMOND_WIDGET_2). Mr. Gregory Laird was selected to move forward, and interviewed with Mayor Birney on August 22, 2023 and City Council on September 12, 2023.

There is currently an opening on the Library Board of Trustees, due to the resignation of Paul Rojas.

The press release advertising this opening was posted on May 30, 2023, and can be viewed at: [News Release: City Accepting Applications for the Library Board of Trustees \(govdelivery.com\) <https://content.govdelivery.com/bulletins/gd/WAREDMOND-35bfff9?wgt_ref=WAREDMOND_WIDGET_2>](https://content.govdelivery.com/bulletins/gd/WAREDMOND-35bfff9?wgt_ref=WAREDMOND_WIDGET_2). Three applications were received and reviewed. The Library Board Chair, Kara Simon, and Deputy Parks Director, Zach Houvener, interviewed candidates on August 14, 2023, and selected Aaron Halabe to move forward. Mr. Halabe was interviewed by Mayor Birney on August 29, 2023 and City Council on September 12, 2023.

They have been nominated for appointment, subject to Council confirmation.

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

REQUESTED ACTION:

☐ Receive Information ☐ Provide Direction ☒ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council confirmation is required for Commission Member mayoral appointments.

RMC: 4.33.040(B)
RMC: 4.40.010(A)
RMC: 4.35.010(A)
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

If appointment is confirmed by Council, the new board and commission members would serve until the term expirations below:

Landmark Commission

Margaret Doman First Term to Expire: March 31, 2027

Parks, Trails, and Recreation Commission

Gregory Laird First Term to Expire: March 31, 2024

Library Board of Trustees

Aaron Halabe First Term to Expire: March 31, 2024

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

These openings were advertised, and all completed applications were reviewed.

- **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
9/12/2023	Special Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

These positions are currently open.

ANTICIPATED RESULT IF NOT APPROVED:

If Council decides not to confirm appointment, recruitment efforts would need to continue.

ATTACHMENTS:

None.

City of Redmond
Payroll Check Approval Register
 Pay period: 8/16 - 8/31/2023
 Check Date: 9/8/2023

Check Total:	\$ 51,912.67
Direct Deposit Total:	\$ 2,570,574.15
Wires & Electronic Funds Transfers:	\$ 1,636,460.97
Grand Total:	<u>\$ 4,258,947.79</u>

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

All Checks numbered **187915** through **187292** ,
 Direct deposits numbered **153968** through **154744** , and
 Electronic Fund transfers **1617** through **1622**
 are approved for payment in the amount of **\$4,258,947.79**
 on this **19 day of September 2023**.

Note:

City of Redmond
Payroll Final Check List
 Pay period: 8/16 - 8/31/2023
 Check Date: 9/8/2023

Total Checks and Direct deposit:	\$ 3,777,940.81
Wire Wilmington Trust RICS (MEBT):	\$ 481,006.98
Grand Total:	<u>\$ 4,258,947.79</u>

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

DocuSigned by:

 7C0092BCC9C549B

Human Resources Director, City of Redmond
 Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 8/1 - 8/31/2023
Check Date: 8/31/2023

Check Total:	\$	-
Direct Deposit Total:	\$	6,698.15
Wires & Electronic Funds Transfers:	\$	2,213.35
Grand Total:	\$	<u>8,911.50</u>

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

All Checks numbered through ,
Direct deposits numbered **153960** through **153967** , and
Electronic Fund transfers **1619** through **1619**
are approved for payment in the amount of **\$8,911.50**
on this **19 day of September 2023**.

Note:

Off Cycle Payroll - Christ Woodbury - Wire codes 1617 & 1618

City of Redmond
Payroll Final Check List
Pay period: 8/1 - 8/31/2023
Check Date: 8/31/2023

Total Checks and Direct deposit:	\$	7,704.69
Wire Wilmington Trust RICS (MEBT):	\$	1,206.81
Grand Total:	\$	<u>8,911.50</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington