

City of Redmond



Agenda

Special Meeting Notice and Agenda

Monday, August 5, 2024

7:00 PM

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

City Council

Mayor

Angela Birney

Councilmembers

Vanessa Kritzer, President

Jessica Forsythe, Vice President

Jeralée Anderson

Steve Fields

Angie Nuevacamina

Osman Salahuddin

Melissa Stuart

REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA

ROLL CALL

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

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

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

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes: July 16, 2024, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for July 16, 2024](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Payroll Check Approval Register, July 10, 2024](#)

[Payroll Check Approval Register, July 25, 2024](#)

[Council Payroll Check Approval Register, July 31, 2024](#)

[Check Approval Register, August 5, 2024](#)

- 3. [AM No. 24-107](#) Authorize the Garbage, Recycling, and Compostables Service Contract with Recology King County
Department: Public Works

[Attachment A: Executive Summary](#)
[Attachment B: Service Contract](#)
[Attachment C: Contract Enhancements](#)
[Attachment D: Solid Waste Services RFP](#)
[Attachment E: Presentation](#)

Legislative History

7/2/24	Committee of the Whole - Planning and Public Works	referred to the City Council
7/16/24	City Council	referred to the City Council Special Meeting

- 4. [AM No. 24-110](#) Approval of Washington State Opioid Settlement with Kroger
Department: Executive

[Attachment A: Kroger Participation Form](#)
[Attachment B: Kroger Allocation Agreement](#)
[Attachment C: One Washington Memorandum of Understanding between the Washington Municipalities](#)

Legislative History

7/16/24	Committee of the Whole - Public Safety and Human Services	referred to the City Council
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- 5. [AM No. 24-111](#) Acceptance of the Department of Commerce grant, in the Amount of \$94,968, and Direct the Finance Department to Recognize the Revenue to Fund Fixed Automated License Plate Readers
Department: Police

Legislative History

7/16/24	Committee of the Whole - Public Safety and Human Services	referred to the City Council Study Session
7/23/24	City Council	referred to the City Council Special Meeting

- 6. [AM No. 24-112](#) Award Bid to Rodarte Construction, Inc. of Auburn, WA, in the amount of \$871,256, for the Hardscape - Grass Lawn Park Parking Lot Project and Increase Project Funding.

Department: Public Works and Parks and Recreation

[Attachment A: Grass Lawn Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

Legislative History

7/23/24	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council Special Meeting
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- 7. [AM No. 24-113](#) Approval of a Consultant Agreement with Toole Design for the Buffered Bike Lanes - Bel-Red Road (WLSP to 30th) Project

Department: Public Works

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

[Attachment C: Consultant Agreement](#)

Legislative History

7/23/24	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council Special Meeting
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- 8. [AM No. 24-114](#) Approval of Acquisition of King County Parcel 720241-0260 from G&I VII Redmond Development LLC

Department: Finance and Parks and Recreation

[Attachment A: King County Map Showing Location of Parcel 720241-0260](#)

[Attachment B: Quit Claim Deed](#)

[Attachment C: Environmental Site Assessment by WSP USA, Inc. \(Executive Summary\)](#)

Legislative History

7/23/24	Committee of the Whole - Parks and Environmental Sustainability	referred to the City Council Special Meeting
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- 9. [AM No. 24-115](#) Acceptance of Grant from PSE for EV Charging Infrastructure at Fire Stations 11 and 12
Department: Fire

[Attachment A: Fire Station 11 Project Information Sheet](#)
[Attachment B: Fire Station 12 Project Information Sheet](#)
[Attachment C: Quote for Station 11](#)
[Attachment D: Quote for Station 12](#)

Legislative History

7/16/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

- 10. [AM No. 24-116](#) Approval of Rental Assistance Pilot Program Contract Agreement with Hopelink
Department: Planning and Community Development

[Attachment A: Hopelink Contract](#)

Legislative History

7/16/24 Committee of the Whole - referred to the City Council
Public Safety and Human
Services

- 11. [AM No. 24-117](#) Adoption of an Ordinance Updating the Mayor’s Salary
 - a. Ordinance No. 3173: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “EO” in Order to Set Salaries for the Mayor for the Year 2024; Providing for Severability and Establishing an Effective Date

Department: Human Resources

[Attachment A: Ordinance](#)
[Attachment B: Exhibit 1 - 2024 Elected Official Pay Plan](#)

Legislative History

7/23/24 Committee of the Whole - referred to the City Council Special
Parks and Environmental Meeting
Sustainability

B. Items Removed from the Consent Agenda

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

- a. [AM No. 24-118](#) Transportation Master Plan Status Update

Department: Planning and Community Development

[Attachment A: Issues Matrix](#)

[Attachment B: Presentation](#)

Legislative History

6/4/24	Committee of the Whole - Planning and Public Works	referred to the City Council
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- b. [AM No. 24-119](#) Second Quarter 2024 Financial Report

Department: Finance

[Attachment A: Second Quarter 2024 Financial Report](#)

[Attachment B: Second Quarter 2024 Financial Report Presentation](#)

2. Ombudsperson Report

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

VIII. ADJOURNMENT

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



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/5/2024

Meeting of: City Council Special Meeting

File No. SPC 24-055

Type: Minutes

Approval of the Minutes: July 16, 2024, Regular Meeting (recordings are available at [Redmond.gov/rctv](https://www.redmond.gov/rctv))

CALL TO ORDER

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

ROLL CALL AND ESTABLISHMENT OF A QUORUM

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

Absent: None

SPECIAL ORDERS OF THE DAY: NONE

ITEMS FROM THE AUDIENCE

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

- Alex Tsimerman - politics;
- Scott Aldridge - in support of permanent supportive housing and concerns with bike lanes;
- Yuanmeng Zhao - in support of permanent supportive housing and spoke of challenges;
- Aspen Richter - in support of permanent supportive housing and reducing barriers to middle housing;
- Linda Seltzer - adaptive signals need to address lived user experiences including those with disabilities;
- Diana Koshur - no parking near housing and issues with getting parking tickets;
- Brian McCarty - issue with a resident and 911 responsiveness;
- Lawrence Williams - no longer trusts the 911 system due to being treated poorly and police discrimination; and
- David Morton - ways to protect EV charging stations from damage and tampering.

CONSENT AGENDA

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

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

1. Approval of the Minutes: July 2, 2024, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#5943 through #6240

\$4,916,299.75

3. AM No. 24-098: Approval of Final Contract with Award Construction and Accept Construction for the Wastewater Lift Stations 5, 6, 8, 11, and 15 Equipment Replacement Project
4. AM No. 24-099: Approval of Final Construction Contract with James W. Fowler Co. and Construction Acceptance for the Wastewater Pump Station 12 Replacement Project
5. AM No. 24-100: Adoption of the 2024 Economic Development Strategic Plan
6. AM No. 24-101: Approval of the 2024-25 Annual ORCA Contract Renewal
7. AM No. 24-102: 4Culture Art Grant Approval
8. AM No. 24-103: Approval of Member Appointment and Reappointments to Community Facilities District (CFD) 2016-1
9. AM No. 24-104: Approval of Member Appointment and Reappointments to Community Facilities District (CFD) 2014-1

ITEMS REMOVED FROM THE CONSENT AGENDA: NONE

HEARINGS AND REPORTS

Public Hearing:

1. AM No. 24-105: Public Hearing on Proposed 2025-2030 Capital Investment Program (CIP) and Business Technology Investment Program (BTIP)

Mayor Birney opened the public hearing.

The following persons spoke:

- Kristina Wayland - supports the items in the Parks elements of the CIP:
 - o Parks;
 - o Permanent pop-up dog park;
 - o Redmond Central Connector Phase III;
- David Morton - Climate Resilience and Sustainability Element of Redmond's Comprehensive Plan:
 - o prioritize investments in education and workforce development;
 - o fostering sustainable growth;
 - o increased testing frequency for all the regulated drinking water contaminants that are required to be tested for Redmond;
 - o improvements at the Avondale Rd. and NE 85th Pl. intersection; and
 - o allocate additional funding to maintain and expand existing parks and develop new green spaces in underserved areas.

There being no one else wishing to speak the Mayor closed the public hearing.

Staff Reports:

- a. AM No. 24-106: Permanent Supportive Housing Quarterly Update

Carol Helland, Director of Planning and Community Development, introduced this item. Representatives from Plymouth Housing provided a report to the Council and responded to Councilmember inquiries.

- b. AM No. 24-107: Garbage, Recycling, and Compostables Service Contract with Recology King County

Aaron Bert, Public Works Director, introduced this item and staff provided a report to the Council and responded to Councilmember inquiries.

- c. AM No. 24-108: Status Update on Adaptive Signal Control Projects

Carol Helland, Director of Planning and Community Development, introduced this item and staff provided a

report to the Council and responded to Councilmember inquiries.

Ombudsperson Reports:

Councilmember Anderson reported receiving resident contacts regarding: contingency plan for deterioration of downtown; Redmond, Oregon issue; Plymouth Housing; recycling service; visit from a San Antonio teacher; cooling center; bicycling infrastructure; untranslatable email; remove invasive species of trees; and interpretation services.

Councilmember Stuart reported receiving resident contacts regarding: Derby Days; activating shelters; impact of a new development; bike/ped committee review of projects; civic results team; budget; open houses; craft market issues; tourism goals; and Climate Commitment Act repeal.

Councilmember Salahuddin reported receiving resident contacts regarding: CEO of Eastside Community Development Fund regarding Plymouth Housing; American Heart Association; youth vaping; and Derby Days.

Councilmember Forsythe reported receiving resident contacts regarding: Derby Days; bus bike rack; bike races; cooling centers; drone show; boards/commissions; fireworks issue; and road rage issue.

Councilmember Kritzer reported receiving resident contacts regarding: Derby Days; sustainability; and parks.

Councilmember Nuevacamina reported receiving resident contacts regarding: trails and Derby Days.

Committee Reports:

Councilmember Forsythe provided committee reports:

- Disability Board; and
- Eastside Transportation Board.

Councilmember Anderson provided a committee report:

- Public Works Board.

Councilmember Stuart provided a committee report:

- Sound Cities Association Public Issues Committee.

Councilmember Salahuddin provided a committee reports:

- Committee of the Whole - Public Safety and Human Services.

Councilmember Kritzer provided committee reports:

- King Conservation District Advisory Committee;
- Lake Sammamish Kokanee Recovery ILA Management Committee; and
- WRIA 8 Salmon Recovery Council.

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

A. AM No. 24-109: Approval of 2024 Updates to Council Benefits

1. Ordinance No. 3172: An Ordinance of the City of Redmond, Washington, Amending the Benefits Provided to Members of the City Council; Establishing an Ancillary Expense Stipend; Amending Ordinance No. 1638; and Establishing an Effective Date

Cathryn Laird, Human Resources Director, introduced this item.

MOTION: Councilmember Fields moved to approve AM No. 24-109/Ordinance No. 3172. The motion was seconded by Councilmember Kritzer.

Following Councilmember discussion;

VOTE: The motion to approve passed, (6 - 1), with Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, and Salahuddin in support, and Councilmember Stuart in opposition.

EXECUTIVE SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council
the regular meeting adjourned at 9:42 p.m.

ANGELA BIRNEY, MAYOR

CITY CLERK

Minutes Approved: August 5, 2024

DRAFT



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 8/5/2024

Meeting of: City Council Special Meeting

File No. SPC 24-056

Type: Check Register

Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond
Payroll Check Approval Register
Pay period: 6/16 - 6/30/2024
Check Date: 7/10/2024

Check Total:	\$	55,631.60
Direct Deposit Total:	\$	2,723,302.91
Wires & Electronic Funds Transfers:	\$	1,659,424.10
Grand Total:	\$	<u>4,438,358.61</u>

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

All Checks numbered **188346** through **188363** ,
Direct deposits numbered **169071** through **169874** , and
Electronic Fund transfers **1727** through **1732**
are approved for payment in the amount of **\$4,438,358.61**
on this **6 day of August 2024**.

Note:

- Check # 188344 - check for Joseph Tingley
- Check # 188345 - check reprint Brynn Maxim

City of Redmond
Payroll Final Check List
Pay period: 6/16 - 6/30/2024
Check Date: 7/10/2024

Total Checks and Direct deposit:	\$	3,938,873.03
Wire Wilmington Trust RICS (MEBT):	\$	499,485.58
Grand Total:	\$	<u>4,438,358.61</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
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Human Resources Director, City of Redmond
Redmond, Washington

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City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/15/2024
Check Date: 7/25/2024

Check Total:	\$ 42,748.07
Direct Deposit Total:	\$ 2,746,656.34
Wires & Electronic Funds Transfers:	\$ 1,701,277.87
Grand Total:	<u>\$ 4,490,682.28</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 **188365** through **188382** ,
Direct deposits numbered **169875** through **170678** , and
Electronic Fund transfers **1733** through **1737**
are approved for payment in the amount of **\$4,490,682.28**
on this **6 day of August 2024**.

Note:

Check printed off cycle # 188364 for Frederick Wiggs

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/15/2024
Check Date: 7/25/2024

Total Checks and Direct deposit:	\$ 3,991,930.59
Wire Wilmington Trust RICS (MEBT):	\$ 498,751.69
Grand Total:	<u>\$ 4,490,682.28</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

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/31/2024
Check Date: 7/31/2024

Check Total:	\$	-
Direct Deposit Total:	\$	7,417.97
Wires & Electronic Funds Transfers:	\$	2,933.42
Grand Total:	\$	<u>10,351.39</u>

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

All Checks numbered through ,
Direct deposits numbered **170679** through **170686** , and
Electronic Fund transfers **1738** through **1738**
are approved for payment in the amount of **\$10,351.39**
on this **6 day of August 2024**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/31/2024
Check Date: 7/31/2024

Total Checks and Direct deposit:	\$	8,445.28
Wire Wilmington Trust RICS (MEBT):	\$	1,906.11
Grand Total:	\$	<u>10,351.39</u>

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

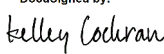
DocuSigned by:

Cathryn Laird

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Human Resources Director, City of Redmond
Redmond, Washington

I, Finance Director, do hereby certify to the City Council, that the checks for the months of July 2024 are true and correct to the best of my knowledge.

DocuSigned by:

63E106A5C3D744A...

Kelley Cochran, Finance Director
City of Redmond
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 6241 through 6606, and Wire Transfers are approved for payment in the amount of \$7,055,801.74. This 5th day of August 2024.



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-107
Type: Consent Item

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

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

Public Works	Micah Bonkowski	Program Administrator
Public Works	Aaron Moldver	Division Manager

TITLE:

Authorize the Garbage, Recycling, and Compostables Service Contract with Recology King County

OVERVIEW STATEMENT:

In 2023, Public Works began a procurement process for a new Garbage, Recycling and Compostables Service Contract. Attached is a summary of the procurement process, and the final negotiated rates and contract resulting from the process. After providing an information staff report at the July 16th Council Business Meeting, the Public Works Department is requesting approval to execute the new contract with services starting January 1, 2026.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County Comprehensive Solid Waste Management Plan, King County Solid Waste Interlocal Agreement, Environmental Sustainability Action Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The effective date of the new Garbage, Recycling, and Compostables Service contract with Recology King County will be January 1, 2026, with a 10-year term running through Dec 31, 2035. The City may, at its sole discretion, extend the contract once for a two-year period through December 31, 2037. Staff and Legal counsel from the City and Recology King County have reviewed and finalized the terms and conditions of the contract for the City Council’s consideration and approval. The contract and rates are in Attachment B.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
0000006

Budget Priority:
Healthy and Sustainable

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

If yes, explain:

Revenue Generating through franchise fees. This contract would maintain stable revenue for the Solid Waste Fund.

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
7/16/2024	Business Meeting	Receive Information

Proposed Upcoming Contact(s)

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

Time Constraints:

The estimated time to order new trucks is 18 months. Delaying the approval of the contract could mean rolling out the beginning of the contract with rental trucks instead of having new equipment. This could incur additional costs, and implementation issues.

ANTICIPATED RESULT IF NOT APPROVED:

Failure to authorize the contract would impact implementation timelines of the new contract at the expiration of the current contract.

ATTACHMENTS:

- Attachment A: Executive Summary
- Attachment B: Redmond-RKC Garbage Recycling and Compostables Service Contract Final
- Attachment C: New Contract Enhancements
- Attachment D: Request for Proposals
- Attachment E: Presentation



M E M O R A N D U M

DATE: June 21, 2024

TO: City of Redmond Council

FROM: Aaron L. Bert, Public Works Director

SUBJECT: Garbage, Recycling and Compostables Service Contract Procurement Process and Negotiated Contract Summary

In 2023, Public Works began a procurement process for a new Garbage, Recycling and Compostables Service Contract. The following is a summary of the procurement process, and the final negotiated rates and contract resulting from the process. The Public Works Department is seeking Council authorization for the Mayor to execute the new contract with services under the new contract starting January 1, 2026.

Background

State law allows cities to provide for solid waste collection services within their jurisdiction. Cities may provide services themselves, use Utilities Trade Commission certificated hauler services, Request for Proposals, Request for Bids, or select a contractor.

The City's current contract with WM runs from January 1, 2016, to December 31st, 2025, with one two-year extension option. The City has not held a competitive bid process for solid waste and recycling services since 1994, instead all new contracts have been directly negotiated with the current hauler.

The City's solid waste contract is all inclusive, with collection and hauling of garbage, and collection, hauling and processing of, recycling and organics for residential, commercial, and multifamily customers. Through an ILA with King County, all garbage is taken to King County transfer stations with final disposal at the Cedar Hills Regional Landfill. Recycling is processed by the contractor, and the contractor retains any revenue from the sale of recyclables. Accordingly, all risk from fluctuations in the recycling market are borne by the contractor, and not city ratepayers. Organics/compostables are processed by a subcontractor of the contractors choosing. The rates for all services are combined along with the disposal charge from King County into a single residential or commercial rate for solid waste services.

Request for Proposal Process

Public Works staff prepared a draft contract that was released for two rounds of industry review with a focus on identifying opportunities to improve the contract language for clarity and structure. The Request for Proposals was advertised for three months and included two opportunities for proposers to ask clarifying questions about the proposal prior to closing in January. Evaluation of the proposals including tours of operations yards and material

recycling facilities, and interviews were conducted February -March with final selection at the end of March. Negotiation of the final contract terms was completed in June.

The detailed procurement timeline is below:

- Release Industry Review Draft August 11, 2023
- Industry Review Comments 3:00 PM PDT September 8, 2023
- Final RFP Posted & Distributed October 11, 2023
- First Round Proposer Questions 3:00 PM PST November 7, 2023
- Second Round Proposer Questions 3:00 PM PST December 8, 2023
- Proposals Due 3:00 PM PST Jan 11, 2024
- Proposal Evaluation & Selection February and March 2024
- Finalization of Contract April - June 2024
- Redmond City Council Authorization July 2024
- Redmond Executes Contract July 2024
- Start of Collection Services January 1, 2026

The Request for Proposals and draft base contract is included in Attachment D.

Scoring was weighted 55% on prices and 45% on qualitative components. Qualitative scoring was for the following categories:

- Proposed collection and processing operations, experience, and environmental impacts (15 points),
- Proposer targeted customer service approach and past performance (15 points),
- Proposed recycling and composting outreach and diversion strategies (5 points), and
- Strong alternative pricing and responsive proposer variations (10 points).

Proposers were asked to demonstrate knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and other aspects associated with the provision of services described in the RFP and draft base contract. The scoring committee reviewed proposals from 3 contractors. WM, Sound Sustainable, and Recology King County.

The Scoring Committee was comprised of a diverse group of internal stakeholders including Debbie Keranova, Finance Manager; Jenny Lybeck, Sustainability Program Manager; Chris Stenger, Deputy Public Works Director; Aaron Moldver, Environmental Programs Manager; Micah Bonkowski, Solid Waste Program Administrator; and Ameer Quiriconi, Deputy Fire Director.

In addition to scoring the proposals and prices, the committee conducted interviews of each hauler, and toured the materials recovery facilities (MRF) and operations yards for each hauler. Scoring results can be found in the following table.

REDMOND RFP 10795-23 EVALUATION				
Evaluation Elements	Max	RKC	SSR	WM
Collection & processing operations, experience, and env. imp.	15	12.0	9.7	13.3
Targeted customer service approach and past performance	15	12.3	9.7	9.2
Recycling and composting outreach and diversion strategies	5	4.8	3.3	3.5
Strong alternative pricing and responsive proposer variations	10	7.7	5.7	5.5
Price	55	55.0	44.5	45.6
	100	91.8	72.9	77.1

While qualitative scoring was relatively close, quantitative scoring showed significant variations in pricing. Recology King County was the highest scoring proposal, and Public Works has negotiated the attached final contract and prices.

This new solid waste and recycling services contract provides many enhancements over the current contract that will benefit our residents and businesses, while moving the City closer to meeting our solid waste goals in the ESAP. The final negotiated contract provides a great value when compared to other cities in King County as seen in the comparison table below.

New Regional Contracts - All Prices in 2024 \$							
Residential*	32 gal	64 gal	Hauler	Awarded	Recycle	Compost	Rate Inc**
Redmond Current	\$21	\$42	WM	2015	Weekly	Weekly	-
Redmond New Contract	\$25	\$48	RKC	2024	Weekly	Weekly	16%
Issaquah	\$38	\$64	RKC	2022	Weekly	Weekly	75%
Kirkland	\$48	\$87	WM	2021	Weekly	Weekly	40%
Burien	\$49	\$65	RKC	2023	Weekly	EOW	52%
Mercer Island	\$37	\$59	RKC	2019	EOW	Weekly	
SeaTac	\$29	\$39	RKC	2024	EOW	EOW	17%
Tukwila	\$34	\$45	RKC	2022	EOW	EOW	84%
Maple Valley	\$38	\$49	RKC	2024	EOW	EOW	25%
Des Moines	\$44	\$59	RKC	2022	EOW	EOW	15%
North Bend	\$53	\$77	RKC	2022	EOW	EOW	63%
*YFW included for all				**% Residential rate increase from new contracts			
Commercial	4 yard	6yard	Hauler	Awarded	Recycle	Compost	
Redmond Current	\$466	\$593	WM	2015	Embed	Fee	
Redmond New Contract	\$569	\$715	RKC	2024	Embed	Embed	
Issaquah	\$620	\$930	RKC	2022	Embed	Embed	
Kirkland	\$374	\$522	WM	2021	Embed	Fee	
Drop-Box*	30 yard NonCom	30 yard Compact	Hauler	Awarded	Recycle	Compost	
Redmond Current	\$200	\$268	WM	2015	Embed	Fee	
Redmond New Contract	\$231	\$312	RKC	2024	Embed	Embed	
Issaquah	\$330	\$330	RKC	2022	Embed	Embed	
Kirkland	\$233	\$256	WM	2021	Embed	Fee	
*Does not include disposal							

While the contract start date is not until January 1, 2026, the implementation process will start upon signing of the contract with ordering of trucks and implementation planning.

Contract Enhancements

The new Solid Waste Services contract will have several enhancements over the previous contract. A comprehensive list can be found in Attachment C. Some items to highlight include:

- Free annual curbside bulky item pickup for all residential customers.
- Expanded curbside collection list to include Styrofoam, batteries, textiles, lightbulbs.
- A retail store location within Redmond city limits for bill pay, customer service, education, and hard to recycle item drop off for all residents.
- Electric route manager vehicles.
- Local call center with expanded hours, and all calls answered by a live-person.
- Low-income, senior, and low-income disabled service discount of 50% off listed rates.
- Annual CPI increase limited to 5%, formerly 6%.
- Hiring preference for current Redmond drivers, allowing them to keep pay and benefit accruals from their current Teamsters Local 117 or 174 contract.
- Two full time Waste Zero staff dedicated to Redmond focused on education and outreach to aid in achieving waste diversion and contamination reduction goals.
- Since January of 2021, Recology has followed the Basel Convention provision to not internationally export low grade plastic materials.

Rates

Redmond’s previous contract and rates were some of the lowest in the region. Recent years have seen increases in prices for fuel and labor, as well as increased instability in the recycling commodities market. For these reasons, staff knew that any new contract rates would be an increase over the previous contract. Additionally, a review of other cities procurement processes showed that proposed rates could increase as much as 50% over previous rates. Two of the three proposals included rates with a 47% increase or higher.

Regular Services Revenue (\$M/year)*

	SQ						
	WM	RKC	vs SQ	SSR	vs SQ	WM	vs SQ
Residential	\$4.3	\$4.9	116%	\$7.3	171%	\$8.8	207%
Comm/MF	\$10.8	\$13.5	125%	\$15.5	143%	\$13.4	124%
Total	\$15.1	\$18.4	122%	\$22.7	151%	\$22.2	147%

After negotiations that resulted in additional savings, the winning proposal from Recology increases overall rates 18% as seen in the table below.

RKC Final Appx Revenue vs SQ (2024 \$M/yr)

	WM SQ	RKC Final	vs SQ
Residential	\$4.3	\$4.9	116%
Comm/MF	\$10.8	\$12.9	119%
	\$15.1	\$17.8	118%

Rates are divided into two components, the King County per ton rate which includes the Fixed Account Charge (this is a passthrough of the fee paid to the County for the disposal of waste at the Cedar Hills Landfill), and the collection rate, which is the proposed rate for providing the service.

In order to reduce the burden of rates to ratepayers, the City is reducing its administrative fee from 7.9% of gross revenue to 5.5% of gross revenue. This maintains the City solid waste program budget, and reduces the rates to customers by approximately 2.4% over the initial Recology proposal. The City was also able to negotiate initial savings in the first year of the contract in return for a .5% increase in the CPI increase in years 3-6. We estimate that this will be a net positive to rate payers over the term of the contract. Final customer rates are included in Attachment B.

Conclusion

Of the three proposals reviewed by the evaluation committee, all three provided a competitive mix of services, the Recology King County proposal alone provided a mix of enhancements to the current contract and continued value for service that benefits our residents, and businesses. Public Works leadership and staff recommend Council Authorization for the Mayor to sign the new Solid Waste, Recycling and Compostables Service Contract attached with Recology King County.

Attachments:

Attachment B: Redmond - RKC Garbage Recycling and Compostables Service Contract
Attachment C: Contract Enhancements

Ad

Attachment B

Garbage, Recycling and Compostables Service Contract

City of Redmond and Recology King County Inc.

January 1, 2026 – December 31, 2035

Contents

1	DEFINITIONS	1
2	TERM	6
3	CONTRACTOR REPRESENTATIONS AND WARRANTIES	6
4	GENERAL COLLECTION REQUIREMENTS	7
4.1	SERVICE AREA	7
4.2	ANNEXATION	7
4.3	SERVICE TO RESIDENCES ON PRIVATE ROADS AND DRIVEWAYS	7
4.4	HOURS/DAYS OF COLLECTION	8
4.5	EMPLOYEE CONDUCT	8
4.6	DISABLED PERSON SERVICE	8
4.7	HOLIDAY SCHEDULES	9
4.8	INCLEMENT WEATHER AND OTHER SERVICE DISRUPTIONS	9
4.9	SUSPENDING COLLECTION FROM PROBLEM CUSTOMERS	10
4.10	MISSED COLLECTIONS	10
4.11	SAME-DAY COLLECTION	11
4.12	CONTAMINATION MONITORING	11
4.13	ROUTING, NOTIFICATION, AND APPROVAL	11
4.14	SPILLAGE	12
4.15	PILOT PROGRAMS	12
4.16	DISRUPTION DUE TO CONSTRUCTION	13
4.17	PERFORMANCE UNDER LABOR DISRUPTION	13
4.18	SAFEGUARDING PUBLIC AND PRIVATE FACILITIES	15
4.19	TRANSITION AND IMPLEMENTATION OF CONTRACT	15
4.20	HIRING PREFERENCE	16
5	PROCESSING AND DISPOSAL	16
5.1	REQUIREMENT TO RECYCLE AND COMPOST AND QUALITY ASSURANCE	16
5.2	DISPOSAL RESTRICTIONS	17
6	FLEET AND CONTAINER REQUIREMENTS	18
6.1	VEHICLE AND EQUIPMENT REQUIREMENTS	18
6.2	OPERATIONS BASE	19
6.3	GENERAL CONTAINER REQUIREMENTS	19
6.4	GARBAGE, RECYCLABLES, AND COMPOSTABLES CARTS	20
6.5	DETACHABLE CONTAINERS AND DROP-BOX CONTAINERS	21
6.6	CONTAINER OWNERSHIP	22
6.7	CONTAINER COLORS AND LABELING	23
6.8	CONTAINER WEIGHTS	23
6.9	CONTAINER REMOVAL UPON REDMOND OR CUSTOMER REQUEST	24
6.10	CONTAINER LOCKABILITY	24
7	SINGLE-FAMILY SERVICES	24
7.1	SINGLE-FAMILY GARBAGE COLLECTION	24
7.2	SINGLE-FAMILY RECYCLABLES COLLECTION	25
7.3	SINGLE-FAMILY COMPOSTABLES COLLECTION	26
8	MULTIFAMILY AND COMMERCIAL SERVICES	27

8.1	MULTIFAMILY AND COMMERCIAL GARBAGE COLLECTION	27
8.2	MULTIFAMILY AND COMMERCIAL RECYCLABLES COLLECTION	28
8.3	MULTI-FAMILY AND COMMERCIAL COMPOSTABLES SERVICES.....	29
9	OTHER COLLECTION SERVICES	30
9.1	DROP-BOX CONTAINER GARBAGE COLLECTION	30
9.2	TEMPORARY (NON-EVENT) CONTAINER CUSTOMERS	31
9.3	SPECIAL EVENT SERVICES.....	31
9.4	ON-CALL BULKY WASTE AND SPECIAL ITEM COLLECTION	32
9.5	EXCLUDED SERVICES.....	33
10	CITY SERVICES.....	33
10.1	MUNICIPAL SERVICES	33
10.2	CITY-SPONSORED COMMUNITY EVENTS.....	34
10.3	STREET LITTER, RECYCLING, COMPOSTABLES, AND CLEANING SERVICES.....	34
11	CUSTOMER SERVICE	35
11.1	CUSTOMER SERVICE FUNCTIONS.....	35
11.2	FULL KNOWLEDGE OF GARBAGE, RECYCLABLES, AND COMPOSTABLES PROGRAMS REQUIRED.....	35
11.3	CUSTOMER SERVICE LOCATION, HOURS, AND STAFFING.....	36
11.4	SERVICE RECIPIENT COMPLAINTS AND REQUESTS	37
11.5	HANDLING OF CUSTOMER CALLS	37
11.6	CUSTOMER SERVICE MONITORING AND CORRECTIVE MEASURES	37
11.7	CONTRACTOR WEBSITE.....	38
11.8	CUSTOMER COMMUNICATIONS.....	39
11.9	CUSTOMER BILLING RESPONSIBILITIES.....	39
11.10	SERVICE STOPS.....	41
12	COORDINATION WITH CITY	41
12.1	CITY CUSTOMER SERVICE	41
12.2	SITE PLANNING AND BUILDING DESIGN REVIEW	41
12.3	PERFORMANCE REVIEW	42
12.4	CONTINUAL MONITORING AND EVALUATION OF OPERATIONS.....	42
12.5	EMERGENCY RESPONSE	43
12.6	REPORTING	43
12.7	PROMOTION AND EDUCATION	45
12.8	TRANSITION TO THE NEXT CONTRACTOR	49
13	COMPENSATION.....	49
13.1	COMPENSATION TO THE CONTRACTOR.....	49
13.2	COMPENSATION TO REDMOND	51
13.3	COMPENSATION ADJUSTMENTS.....	51
13.4	CHANGE IN LAW	54
14	FAILURE TO PERFORM, REMEDIES, TERMINATION	54
14.1	PERFORMANCE FEES	54
14.2	CONTRACT DEFAULT	57
15	GENERAL TERMS.....	58
15.1	NOTICES	58
15.2	COLLECTION RIGHTS.....	59
15.3	ACCESS TO RECORDS	59
15.4	INSURANCE.....	60

15.5	PERFORMANCE BOND	62
15.6	INDEMNIFICATION.....	62
15.7	CONFIDENTIALITY OF INFORMATION	63
15.8	ASSIGNMENT OF CONTRACT	63
15.9	LAWS TO GOVERN/VENUE	64
15.10	COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS	64
15.11	PERMITS AND LICENSES	65
15.12	RELATIONSHIP OF PARTIES.....	65
15.13	CONTRACTOR’S RELATIONSHIP WITH CUSTOMERS	65
15.14	BANKRUPTCY	66
15.15	RIGHT TO RENEGOTIATE/AMEND.....	66
15.16	FORCE MAJEURE	66
15.17	SEVERABILITY/ILLEGAL PROVISIONS	67
15.18	WAIVER.....	67
15.19	INCORPORATION OF CONTRACTOR’S PROPOSAL IN RESPONSE TO REDMOND’S RFP	67
15.20	DISPUTE RESOLUTION.....	67
15.21	ENTIRETY	68

EXHIBITS

- EXHIBIT A: Service Area
- EXHIBIT B: Contractor Rates
- EXHIBIT C: Recyclables List
- EXHIBIT D: Rate Modification Example

This Garbage, Recycling, and Compostables Services Contract (hereafter, "Contract") is entered into this _____ day of _____, 2024 (hereafter the "Date of Execution"), by and between the City of Redmond, a municipal corporation (hereafter "Redmond"), and Recology King County Inc. (hereafter "Contractor"), and collectively the "Parties."

RECITALS

WHEREAS, Redmond has conducted a competitive process to select a Contractor to provide garbage, recyclables, and compostables services ("Services") to all residents, businesses, and located within the Service Area;

WHEREAS, having completed the competitive process, Redmond has selected the best candidate to provide the Services outlined in the competitive process;

WHEREAS, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the Services as requested in the competitive process;

WHEREAS, Redmond desires to enter into this Contract with the Contractor for the Services outlined in the competitive process and included below; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, and incorporating the Recitals noted above, Redmond and Contractor do agree as follows:

AGREEMENT

1 DEFINITIONS

The following definitions apply to terms used in this Contract:

Administrative Fee: A City-defined fee included in Customer rates charged by the Contractor, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.

Bulky Waste: Discrete items of Garbage of a size or shape that precludes collection in regular collection Containers. Bulky Waste includes large appliances (such as refrigerators, freezers, stoves, dishwashers, clothes washing machines, or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets, or sofas), televisions, mattresses, and other similar large items placed at the Curb as discrete, separate items. Bulky Waste does not include piles of debris, car parts, construction or demolition debris, Unacceptable Waste, or stumps.

Can: A receptacle that is a Customer-provided water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side. Owners shall keep all Cans rodent and insect-resistant and sanitary.

Cart: A Contractor-provided twenty (20), thirty-two (32)/or thirty-five (35), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect resistant.

Change of Control: Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Composite Disposal Fee: A combined per ton fee based on the sum of the Contractor's Fixed Annual Charge from the County, allocated per ton based on the County's projected Redmond disposal tons, plus the County Tipping Fee per ton.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor's composting processor.

Container: Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract for Garbage, Recycling and Compostables Services.

Contract Term: Term of this Contract as provided for in Section 2.

Contractor: Recology King County, which has been hired to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.

County/county: King County in Washington State.

Curb or Curbside: Customers' property within five feet (5') of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk if there is no Customer property within five feet (5') of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All accountholders of the Contractor's services within Redmond under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.

Customer Service: The assistance, advice, and information provided by the Contractor to Customers and potential customers within Redmond.

Date of Commencement of Service/Effective Date: January 1, 2026, the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.

Date of Execution: The date the signatories execute this Contract.

Day/Days or day/days: Calendar days unless otherwise specified.

Detachable Container: A watertight metal or plastic loose or compacting receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, which is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Driveway: A privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Drop-box Container: A watertight, all-metal loose material or compactor receptacle loaded onto a specialized collection vehicle with ten (10) cubic yards or more capacity.

Environmental Law: Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit equals thirty-two (32) gallon equivalent for Cart Customers and one half (1/2) yard for Detachable Containers.

Fixed Annual Charge: The charge related to Garbage disposal that is assessed on the Contractor by the County on an annual basis that is allocable to the City Service Area.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or compostable food-service products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition, and construction wastes, small dead animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that Customers place in appropriate Containers, bags, or other receptacles for the Contractor's collection and disposal. "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables. Needles or "sharps" used to administer or ingest

medication can be included in the definition of "Garbage" if placed within a sealed, secure container as agreed by the Parties, consistent with the current County sharps policy.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, material, contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, state, or local law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and
- C. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

Any substance that ceases to fall within this definition after the Date of Execution of this Contract shall not be deemed Hazardous Waste.

King County Disposal System: The areas owned, leased, or controlled by King County, Washington, for the Garbage disposal or such other site as the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between Redmond and King County may authorize.

Multifamily: A multiple-unit Residence with five (5) or more attached or unattached dwellings billed collectively for collection service with shared Containers, or individual Containers for each Residence, where approved by Redmond.

On-call: The provision of specified services only upon the Customer's direct phone, written, or e-mailed request to the Contractor.

Party/Parties: Either Redmond or the Contractor.

Private Road: A privately-owned and maintained way that allows access or turnaround by a service vehicle and serves one or multiple Residences.

Public Street: A public street right-of-way used for public travel by motor vehicles, including public alleys.

Redmond: The City of Redmond, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Public Works Department Director, or their designated representative.

Recycling: The preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: As listed in Exhibit C, the materials that are designated as part of a Residential or Commercial Recycling collection program.

Residence(s)/Residential: A Single-family and/or Multifamily living space individually rented, leased, or owned.

Services: The comprehensive Garbage, Recycling, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be a portion of the corporate boundaries of Redmond, which are currently shown in Exhibit A. In the event of a change to the corporate boundaries of Redmond, the Service Area may be changed under Section 4.1.

Single-family Residence: All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes billed for collection service individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, certain Bulky Items, and other materials.

State/state: The State of Washington.

Strike Contingency Plan: The plan developed by the Contractor pursuant to Section 4.17 of this Contract.

Tipping Fee: The per-ton disposal fee assessed on the Contractor by the County for Garbage delivered to County facilities.

Transition and Implementation Period: The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Effective Date.

Transition and Implementation Plan: The plan developed by the Contractor pursuant to Section 4.19 of this Contract.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive and/or dispose of, and other materials that federal, state, or local law, or the Contractor reasonably deems to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, prunings, branches, and small trees. Materials larger than four inches (4”) in diameter or four feet (4’) in length are excluded. Bundles of Yard Debris up to two feet (2’) in diameter by four feet (4’) in length and no more than fifty-five (55) pounds shall be allowed and shall be secured by degradable string or twine, not nylon, or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six feet (6”) in height are acceptable. Kraft paper bags or Cans labeled “Yard Debris” may also be used to contain extra Yard Debris.

2 TERM

The Term of this Contract is ten (10) years starting on the Effective Date. The City may, at its sole option, extend the agreement for one extension, which shall not exceed two (2) years in duration. The extension shall be under the terms and conditions of this Contract, as the Parties may agree. To exercise its option to extend this Contract, Redmond shall give notice to the Contractor no less than ninety (90) days before the expiration of the Contract term or the expiration of a previous extension.

3 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- *Organization and Qualification.* Under state laws, the Contractor is duly incorporated, validly existing, and in good standing. It has all requisite corporate power and authority to enter and perform its obligations under this Contract.
- *Authority.* This Contract constitutes a valid, legally binding, and enforceable obligation of the Contractor. This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor.
- *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost before the Effective Date any such licenses, permits, and other authorizations from federal, state, and other governmental authorities as are necessary for performing its obligations under this Contract.
- *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.
- *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has examined all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area, it knows all Containers’ present placement and location. The Contractor represents and warrants that it is capable of collecting all Containers

from their present locations and providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

4 GENERAL COLLECTION REQUIREMENTS

4.1 Service Area

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

4.2 Annexation

If, during the term of the Contract, Redmond adds additional territory through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon Redmond's written notification, the Contractor agrees to make collections in such

annexed areas under the provisions of this Contract at the unit price set forth in this Contract. Redmond will indemnify, hold harmless, and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses, and damages, including reasonable costs and attorney fees, specifically, and only, as related to the Contractor's authority to provide service in such annexed territory under this Contract.

If additional territory is added to the Contract Service Area, Redmond acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and, therefore, shall not charge performance fees as outlined in Section 14.1 to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

4.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this section. The Contractor shall use smaller limited-access service vehicles to service those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

If the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall document the condition for Redmond and the Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform both the respective Customer(s) and Redmond and utilize limited access collection vehicles. If the probability of damage is not resolved by using a limited access collection vehicle, the Contractor may require a road damage waiver agreement for the limited access collection vehicle in a Redmond-approved form. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

4.4 Hours/Days of Collection

The Contractor shall make all collections between 7am and 6pm each weekday unless Redmond authorizes a temporary extension of hours or days. Redmond will grant ongoing exceptions for earlier commercial collection sites when requested by customers on case-by-case basis. Saturday Commercial and Multifamily collections shall be performed between 7am and 6pm. Single-family collection is allowed on Saturday consistent with holiday schedules (Section 4.7) and inclement weather schedules (Section 4.8). Collection before or after times specified in this section shall be cause for performance fees as described in Section 14.1.

4.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall always be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner. They shall return all Containers, upright, with lids closed and attached, to their designated set-out location.

While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with a company emblem visible to the average observer and carry photo identification on their person. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with a property that does not concern them or their task.

At Redmond's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, utilities, or Redmond's police or fire departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the sole opinion of Redmond, incompetent, disorderly, or otherwise unsatisfactory, Redmond shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct is corrected. The Contractor shall promptly investigate any written complaint from Redmond regarding any unsatisfactory performance by any of its employees and take immediate corrective action. Redmond reserves the right to request that the person be removed from all performance of additional work under this Contract.

Repetition of complaints on a route after notification under this section shall be cause for performance fees as described in Section 14.1.

4.6 Disabled Person Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member can place Containers at the Curb. Such carry-out service shall be provided at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of the City's disabled residents when determining whether a household

member is unable to place Containers at the Curb. These criteria shall comply with all federal, state, and local regulations and shall be subject to the City's review and approval before program implementation.

4.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as the County transfer stations. Martin Luther King, Jr. Day will also be considered an observed collection holiday if the Contractor's collective bargaining agreement with its Redmond staff includes MLK Day. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, including Saturdays. Due to a holiday, the Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website or social media accounts, and by press releases to general news media by the Contractor in the Service Area a week before the holiday affecting service.

4.8 Inclement Weather and Other Service Disruptions

When weather conditions or other service disruptions, outside labor disruptions, and Force Majeure are such that continued operation would endanger the Contractor's employees, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify Redmond by 7:00 am that same business day of its collection plans and outcomes for each day that inclement weather or other service distributions are experienced. If disruptions start after 7:00 am, the Contractor shall notify Redmond within one (1) hour of a decision to change collection plans.

The Contractor shall collect Garbage, Recycling, and Compostables from Customers with interrupted service on their next regular collection day when service resumes and shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to Redmond, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following disruptions to finish collection routes.

If successive weather events or other service disruptions occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (e.g., Tuesday Customers), an additional collection will be made on the next possible day that same week (i.e., not waiting for the regularly scheduled collection day for the missed area). If multiple days are missed due to disruptions in multiple weeks, collections shall be made on the next regularly scheduled collection day. If successive disruptions impact entire neighborhoods, the Contractor shall provide temporary Single-family Residential Garbage and Recycling collection sites using Contractor-staffed Drop-box Containers or other suitable equipment from 9:00 am to 8:00 pm, with no additional charge assessed for such temporary service.

The inclement weather/disruption in service requirements in this Section 4.8 may be changed upon the Parties' mutual written agreement at any time during the term of this Contract to serve Customers better.

Customer program information shall include all holiday and weather/disruption policies. On each day of inclement weather or service delays, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by Redmond, notifying residents of the

modification to the collection schedule. The Contractor shall use automated dialing services, email, or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or opting out of communications. The contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with appropriate social media language as soon as possible, but at least by 8:00 am. If disruptions occur after 8:00 am, the Contractor shall update their website and any Redmond-specific social media account(s) with disruption-related messaging and provide Redmond with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.

4.9 Suspending Collection from Problem Customers

Redmond and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after giving Redmond prior written notice of its intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. Redmond may also require discontinuing service to any Customer abusing the service or is determined to be ineligible. If the Customer submits a letter or email to Redmond appealing the Contractor's decision, Redmond may, at its discretion, intervene in the dispute. In this event, Redmond's decision shall be final.

4.10 Missed Collections

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction program referenced in Section 4.12, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees, as established in Section 14.1, due to lack of proper Customer notification. The provisions in this paragraph may be revised and superseded by the annual promotion and education program (and contamination reduction plan) developed each year by the Contractor and Redmond staff.

The Contractor's failure to collect Garbage, Recyclables, or Compostables that a Customer has set out properly on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 12:00 pm the following business day, the missed pick-up shall be collected that same day. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor.

Such records shall be made available for inspection upon request by Redmond, and the information shall be included in monthly reports. See Reporting requirements set forth in Section 12.6.

If the Customer requests the Contractor to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor shall charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such a case. Missed collections under this section shall be cause for performance fees as described in Section 14.1.

4.11 Same-Day Collection

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material.

4.12 Contamination Monitoring

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that significant contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling. Additional Contractor follow-up regarding customer contamination is described in Section 12.7.

4.13 Routing, Notification, and Approval

The Contractor shall indicate, on a map acceptable to Redmond, the day of the week Garbage, Recyclables, and Compostables shall be collected from each Single-family Residence.

The Contractor may change the collection day by giving notice at least thirty (30) days before the effective date of the proposed change and obtaining Redmond's written approval. The Contractor shall obtain Redmond's prior written approval of the notice to be given to the Customer, such approval shall not be unreasonably withheld. On Redmond's approval, the Contractor shall provide affected Customers with at least fourteen (14) days' written, phone, and/or e-mail notice of pending collection day changes. Routing changes shall be implemented to ensure that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date).

The map shall be updated within thirty (30) days of changes in routing and provided to Redmond.

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from non-Service Area customers. Mixing

of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees as described in Section 14.1.

4.14 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials upon the road surface or right of ways that occur during collection, reported by the Contractor, Customers, or Redmond, shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, at Contractor's sole expense. The Contractor shall immediately notify Redmond of any spill events. All vehicles shall be equipped with spill response kits and all drivers shall be trained in spill response. Any associated spillage or leakage entering Redmond's municipal storm system shall be cleaned up or removed by the Contractor immediately, but no longer than four (4) hours, upon notification to the Contractor at its sole expense. The Contractor shall immediately notify the City-designated spill hotline of any spills to the ground surface or that enter the storm drainage system at (425) 556-2868. The Contractor shall document the leak, spillage, or fluid leakage, including taking pictures before and after clean-up or removal and shall provide this documentation to Redmond. The Contractor shall also report all spills and leakage to the appropriate city, state and/or federal agency as required by law.

Leakage or spillage not cleaned up or removed by the Contractor promptly shall be cause for performance fees, as described in Section 14.1, and may be subject to fines and penalties under the Redmond Municipal Code. The Contractor shall notify the designated Redmond contact if a leak or spill occurs during collection and expressly acknowledges it is solely responsible for any federal, state, or local violations that may result from any leak or spill.

Any Contractor-supplied Container determined to be leaking shall be replaced by the Contractor within one (1) business day of notification. Failure of the Contractor to comply shall be cause for performance fees, as described in Section 14.1.

4.15 Pilot Programs

During this Contract's term, Redmond may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology. Redmond shall notify the Contractor in writing at least ninety (90) days before it intends to implement a pilot program or utilize a new technology system on a partial or citywide basis or as negotiated between Redmond and Contractor. If Redmond deems the pilot a success and desires to incorporate the service or development represented in the pilot program in terms of this Contract, Redmond and Contractor agree to negotiate in good faith and following Section 15.21 to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for implementation. The costs incurred or savings accrued by Redmond-initiated pilot programs shall be negotiated before implementation. Notwithstanding the foregoing or anything else in this Contract, Redmond shall not implement any pilot program that conflicts with the Contractor's exclusive rights granted by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by Redmond. Contractor-initiated pilot programs shall be performed at no additional charge to Redmond or the Customers; however, costs incurred or savings accrued may be subject to negotiations before implementation at Redmond's request. The results of any Contractor-initiated pilot program shall be reported to Redmond in the monthly reports described in Section 12.6. The Contractor shall not be required to test or implement any pilot program, new technology, service, or development unless the terms and conditions (including any savings or additional compensation to the Contractor) have been mutually agreed in writing by the Parties.

4.16 Disruption Due to Construction

Redmond reserves the right to construct any improvement or to permit any such construction in any Public Street in such manner as Redmond may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection; however, the Contractor and Redmond shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to Redmond or its Customers.

4.17 Performance Under Labor Disruption

No later than ninety (90) days before the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide Redmond in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response will take the form of a Contractor-prepared Strike Contingency Plan and shall address in detail:

1. The Contractor's specific staffing plan to cover Contract Services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to recover full operations within seven (7) days following the initiation of the disruption.
2. Contingency training plans to ensure that replacement and management staff operating routes can continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Containers or staffed packer truck locations for all material streams. Redmond shall review these locations, after which Redmond shall approve or deny using specific locations in writing. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g., a wildcat strike) within seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep Redmond informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employment contracts with Contractor employees. If labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform Redmond within three (3) hours by phone and email of the

nature and scope of the disruption, as well as the Contractor's immediate plans to activate some or its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to Redmond via email the areas (per a detailed map) and customer counts of served and unserved customers by a material stream and service sector.

The Contractor shall update its website and any Redmond-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide Redmond with appropriate social media language as soon as possible, but at least by 8:00 am.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

If a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with Redmond's approval, shall provide staffed Drop-box Containers or packer trucks from 9:00 am to 6:00 pm for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

If there is no make-up collection, the Contractor shall provide a credit for all service missed equal to the Customers' pro-rata regular rate minus the disposal component on the Customer's next regular invoice.

Redmond and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption on Customers and Redmond. The Contractor shall pay Redmond monthly by the tenth day of the following month:

1. Cost reimbursement of one thousand dollars (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption;
2. Performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1st) day to the seventh (7th) day of the Labor Disruption;
3. Performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eighth (8th) day to the fourteenth (14th) day of the Labor Disruption; and
4. Performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14th) day of Labor Disruption.

The performance fees listed 2 through 4 above are intended to apply to any complete work stoppage where the Contractor does not provide an alternative but substantially equivalent service by non-striking employees. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process, provided that Redmond may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with this section's Contractor-prepared Strike Contingency Plan shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to Redmond for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to Redmond within thirty (30) days of the Contractor's receipt of Redmond's invoice.

Fees paid by the Contractor under the terms of this Section 4.17 are not regular performance fees for Section 14.1 and shall not be counted in the cumulative performance fee default threshold referenced in Section 14.2.

4.18 Safeguarding Public and Private Facilities

The Contractor shall protect all public and private improvements, facilities, and utilities, whether on public or private property, including streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify Redmond in writing of all damage immediately or as soon as practical, but not later than four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same or pay Redmond for the costs of repairs, including overhead and administrative costs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying Redmond in writing, call Redmond to inform them of such a matter. If the Contractor fails to repair or replace the damage promptly, as determined by Redmond, Redmond shall cause repairs or replacement to be made, and the Contractor shall pay the cost, including overhead and administrative costs, of doing so. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of the Contractor, and the Contractor shall indemnify, defend, protect, and hold Redmond harmless from any claims, losses, or liability for any such damages caused by or arising out of said actions under Section 15.6 of this Contract.

4.19 Transition and Implementation of Contract

The Contractor shall develop, with Redmond's input and prior written approval, and submit to Redmond no later than ninety (90) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

At Redmond's request, the Contractor's operations and management staff shall be available for weekly meetings with Redmond during the Transition and Implementation Period. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for Redmond to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services and of all new and continuing service and educational materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by Redmond at the Contractor's cost, and subject to Redmond's prior review and written approval and Redmond's final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (100%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Redmond will be provided at least two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for Redmond's prior review and written approval.

4.20 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced Redmond routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of Redmond awarding this Contract, provided that such workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third-party rights under this Contract.

Upon hiring a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole regarding the workers' pay and benefit accruals earned as of the date of displacement. The Contractor must reimburse any displaced worker for any required COBRA payment to retain health care coverage during the time between displacement and when the worker would become eligible for such benefits under the collective bargaining agreement. To the extent that application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual will be maintained at the current rate until the applicable bargaining agreement provision(s) provides for an increase.

5 PROCESSING AND DISPOSAL

5.1 Requirement to Recycle and Compost and Quality Assurance

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or

Compostables) unless Redmond gives express prior written permission. The Contractor shall use processing facilities that:

1. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials.
2. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered.
3. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
4. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

Any non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, Carts, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees as described in Section 14.1.

The Parties agree that the Contractor is being compensated for recycling or composting those incoming materials and that maximum cost-effective recovery is a primary objective of Redmond's collection programs.

5.2 Disposal Restrictions

Unless otherwise directed by Redmond, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for Redmond to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. The Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 14.1. The Contractor shall be liable and legally responsible for the Contractor's awareness, knowledge, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold Redmond harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by the Contractor despite Redmond's and Contractor's attempts to prevent the inclusion of such materials shall not pass to the Contractor but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

The Contractor may process garbage collected by the Contractor to recover recyclable material, provided that the residual is appropriately disposed of within the King County Disposal System. The processing of such Recyclable material shall only be undertaken with the County's and Redmond's prior written approval and following the County's and Redmond's Solid Waste Interlocal Agreement. The Contractor shall never charge Customers more than the equivalent Garbage disposal fee within the King County Disposal System or such other disposal fee as Redmond reasonably directs the Contractor to charge. In addition, the Contractor hauling fees in such instances shall be no higher than those provided for in Exhibit B.

6 FLEET AND CONTAINER REQUIREMENTS

6.1 Vehicle and Equipment Requirements

The Contractor shall use new 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services under this Contract. Collection vehicles shall be fueled with renewable natural gas, fully electric, or other state-approved low carbon fuel. Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

Back-up collection vehicles used fewer than thirty (30) days a calendar year shall not be subject to the age requirement that applies to regularly used vehicles but shall be: (i) presentable, (ii) in safe working order, (iii) not leak fluids, and (iv) subject to all other conditions of this section. The accumulated annual use of individual backup vehicles shall be reported in the Contractor's monthly report.

Collection vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations, must be used. The Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area.

Collection vehicles shall be maintained in good condition at all times, including but not limited to being clean and sanitary and thoroughly washed at least weekly. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all following current statutes, rules, and regulations. Collection vehicles shall be repaired and/or have damaged areas repainted upon showing rust on the body or chassis or at the request of Redmond. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, State, and local safety requirements and be in a condition satisfactory to Redmond. Hydraulic fluids shall be non-petroleum based. All collection vehicles shall have variable tone or proximity-activated reverse movement backup alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no solid waste (e.g., Garbage, Recyclables, or Compostables), liquid wastes (e.g., Garbage or Compostables leachate), or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or streets. All collection, service, and supervisory vehicles the Contractor uses shall be equipped with a minimum ten (10) gallon capacity spill kit. Any collection, service, supervisor vehicles, or Containers not meeting these standards shall not be used within the Service Area until repairs are made.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle, which clearly indicate the vehicle inventory number. The Customer Service phone

number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, locations, and phone numbers shall be subject to Redmond's approval.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, Customer Service phone number, and website address unless otherwise previously approved in writing by Redmond. Special promotional messages may be permitted, upon Redmond's prior written approval. Redmond's approval shall be in writing and solely within Redmond's discretion. In addition, any Contractor vehicle regularly used in Redmond shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example, B-1, B-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All Contractor collection, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment to reach all collection areas. Collection vehicles shall also be equipped with backup and route-recording cameras integrated with their onboard route management system.

All collection vehicles shall have global positioning systems (GPS) and an onboard computer and data tracking system to track route progress and log non-setouts, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time. The Contractor shall provide Redmond, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, and vehicle identification number) and each facility to be used in the performance of this Contract (including address and purpose of the facility).

The Contractor may change vehicles and facilities occasionally and shall include the revised inventory in the monthly report provided in Section 12.6. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. Redmond reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

Failure to comply with this section shall be cause for performance fees as described in Section 14.1.

6.2 Operations Base

The Contractor shall maintain a service base for storing and maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site.

6.3 General Container Requirements

Contractor Garbage fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers.

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, except for compacting Drop-box Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage but not as a Customer's primary container.

In the event the Customer uses a Can for Extra Units, the Contractor shall handle the Customer-owned Can in such a way as to prevent undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to or unrequested removal of Customer-owned Containers.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the intended material for the Container. The Container must also be labeled with the size capacity and material preparation requirements. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor's logo or company name unless Redmond provides written permission.

Failure to maintain clean, sanitary, and properly painted and labeled Containers shall be cause for performance fees as described in Section 14.1.

6.4 Garbage, Recyclables, and Compostables Carts

The Contractor shall provide twenty (20), thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. The Contractor shall make available wildlife-resistant Carts to requesting Customers at the additional surcharge provided for in Exhibit B.

Redmond shall transfer ownership of existing in-place Recycling Carts to the Contractor, and the Contractor shall re-label all carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or Redmond. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section 14.1.

The Contractor shall maintain all Contractor-provided Carts in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement.

Collection crews shall note missing or damaged lids, damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Carts (including those for Garbage, Recyclables, and Compostables) and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall be made within seven (7) days at the Contractor's expense. Any Cart damaged or missing due to an accident, collection truck mechanical error, an act of nature or the elements, fire, theft, or vandalism by a third-party shall be replaced no later than three (3) business days after notice from the Customer or Redmond. If a Cart is inadvertently lost into a collection vehicle during collection due to mechanical or operator error, the Contractor will notify the Customer of the incident that same day via a door knocker tag, phone call, or email and provide a replacement Cart within one (1) business day of the loss. Replacement Carts may be used and reconditioned but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

If a Customer repeatedly damages a Container or requests more than one replacement Container during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to Redmond. Redmond shall then attempt to resolve the problem. If the problem continues, the Contractor may charge the Customer a Redmond-approved Container repair or replacement fee, provided Redmond provides previous written approval.

6.5 Detachable Containers and Drop-box Containers

The Contractor shall furnish and install one (1), one and a half (1.5), two (2), three (3), four (4), six (6), and eight (8) cubic yard Detachable Containers, and ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), and forty (40) cubic yard un-compacted Drop-box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) business days of the Customer's request. Containers shall be located on the premises in compliance with any related ordinance and in a manner satisfactory to the Customer and for collection by the Contractor.

The Contractor shall charge rent for temporary and permanent Drop-box Container service following Exhibit B. The Contractor may not charge Customers any additional fees, charges, rates, or any expenses in connection with Drop-box Container service other than the applicable fees listed in Exhibit B.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers four (4) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g., leak, jagged edges, holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification or be cause for performance fees as described in Section 14.1.

Drop-box Containers shall be all-metal and, if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) at the Contractor's expense before being supplied to a Customer who had not used them earlier. The Contractor shall re-label any Detachable Containers purchased from the prior Redmond service contractor no later than thirty (30) Days after the start of the Contract. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

As between the Contractor and Redmond, all Containers on Customers' premises are at the Contractor's risk and not Redmond's. The Contractor shall repair or replace within one (1) business day any Container that was supplied by or taken over by the Contractor and was in use if Redmond Code Enforcement Officer, County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or significantly sloped hills, the Contractor shall make a good-faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Containers immediately before and after collection. Any disputes arising between the Contractor and a Customer regarding what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to Redmond, and Redmond's decision shall be final. Containers shall be replaced after emptying in the same location as found, with the lid closed.

Containers shall not be placed by the Contractor on any Public Street or other public right of way without prior approval from Redmond. As between Redmond and the Contractor, any Container located on any Public Street at any time is at the Contractor's risk, not Redmond's. Any Container located in a Public Street shall be removed within 24 hours upon Redmond's request.

The Contractor shall supply Customer Containers, except compactors. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on personal Containers upon request. Customers may elect to own or secure secondary Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment; however, Containers owned or secured by Customers must be properly labeled to be eligible for collection. The Contractor is not required to service incompatible Customer Containers.

If a Customer damages a Detachable Container or Drop-box Container due to negligence or intentional misuse, the Contractor may charge the Customer a Redmond-approved Container repair or replacement fee to that Customer, provided Redmond provides prior written approval.

6.6 Container Ownership

At the end of the Contract Term or if the Contract is terminated for any reason, all Containers at Customer locations used by the Contractor to provide Contract Services shall revert to Redmond ownership at Redmond's option without further compensation to the Contractor. Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

Redmond may elect to assign this potential ownership of said Containers to a third-party and shall provide written notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to Redmond or Redmond's assignee.

Redmond accepts Containers in their “as-is, where-is” condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or warranty of merchantability. As between Redmond and the Contractor, Redmond assumes all risks of loss or liability on account of Redmond’s exercising of its rights under this section 6.6 or any use made of any such Containers after they become the property of Redmond or assignee of Redmond.

6.7 Container Colors and Labeling

Contractor-provided Carts and Detachable Containers for Recyclables shall be blue, Single Family Compostables Carts shall be grey, and Carts and Detachable Containers for Garbage shall be green. Multifamily and Commercial compostable containers shall be green with yellow lids. Specific Container colors shall be approved in writing by Redmond before the Contractor’s order of new Containers.

All distributed Containers shall be labeled with instructional information and contact information, including a Customer Service phone number and website address. Redmond shall approve all labels before ordering by the Contractor. The label's location on Containers shall be subject to Redmond’s prior approval. Labels shall be replaced, when faded or damaged, upon Redmond’s or the Customer’s request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor shall reproduce and reattach labels on all Containers at its sole expense.

All Detachable Containers and Drop-box Containers for Garbage or Recyclables collection shall have materials preparation instructions and phone/contact information, including a Customer Service phone number and a website address, printed on a sticker and subject to Redmond’s prior written approval. All Detachable Containers and Drop-box Containers to be used for Garbage or Recyclables shall have a sticker that indicates no charge for replacement or repair of leaky or broken Containers and provides a phone number to call. Information shall be printed to be easily read by the users on durable UV-resistant label stock squarely affixed to each Container. All labels shall be approved in writing by Redmond before ordering by the Contractor. The location of the Container labels shall be subject to Redmond’s prior written approval.

The Contractor shall relabel containers used for collecting Recyclables from Multifamily and Commercial Customers if labels fade, are unreadable, contain incorrect information, or upon Redmond’s request for any individual Container.

6.8 Container Weights

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism, or collection vehicle. For Drop-box Containers, the combined weight of the Drop-box and contents must not cause the collection vehicle to exceed legal road weight limits.

All loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

6.9 Container Removal Upon Redmond or Customer Request

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of the specific Customer, property manager, property owner, or Redmond's request. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g., Recyclables shall be recycled, and Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not the Customer's cost.

6.10 Container Lockability

Upon request by the Customer, Containers (including Carts) shall be modified to be lockable and delivered to Customers with locks and keys within three (3) business days of initial request. Locks and keys for Containers or enclosure gates shall be provided to Customers upon request at no additional cost. However, the Contractor may charge for locking/unlocking as this Contract allows at rates set forth in Exhibit B.

7 SINGLE-FAMILY SERVICES

7.1 Single-Family Garbage Collection

7.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by subscribing Single-family Residence Customers in and (properly prepared and contained materials) adjacent to Garbage Carts, Cans, and bags.

7.1.2 Garbage Containers

The Contractor shall provide Garbage collection Containers to Customers as part of the Customer-chosen service level at no additional charge. The following service levels shall be offered to Customers:

1. Twenty (20) gallon Garbage Cart;
2. Thirty-two (32) or thirty-five (35) gallon Garbage Cart;
3. Sixty-four (64) gallon Garbage Cart; and
4. Ninety-six (96) gallon Garbage Cart.

The Contractor shall deliver Garbage collection Containers to Single-family Residence Customers within three (3) business days of the Customer's initial request. Each Customer's initial Container must be a Contractor-provided Container, provided Garbage over the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

7.1.3 Specific Collection Requirements

The Contractor shall offer a weekly collection of Garbage at the Customer-chosen service level. Redmond retains the opportunity to direct the Contractor, with 6 months advance notice, to permanently change all weekly Single-family Residence services to every other week collection. Upon implementation of this change, the Contractor shall reduce the service charges for all Single-family

Customers by \$0.36 per month in 2024 dollars. This monthly discount will be adjusted to the implementation year based on the CPI inflation in Section 13.31.

The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

Carry-out surcharge fees shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access unless otherwise provided for in this Contract. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

Garbage over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer, except excess Garbage collection otherwise authorized under this Contract at no additional charge. Extra charges may be assessed for materials loaded to lift the Container lid over six inches (6") from the normally closed position. Overweight Containers shall be left at the Curb and tagged with written notification as to why it was not collected.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than one (1) business day before that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

Collections shall be made from Single-family Residences regularly on the same day and as close to a consistent time as possible.

7.2 Single-family Recyclables Collection

7.2.1 Recyclable Materials

Residential Recyclables shall be collected from all participating Single-family Residential Customers as part of Garbage collection services at no additional charge. The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by Redmond. Except for Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2').

Redmond reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

7.2.2 Containers

The Contractor shall provide Recycling collection Containers to Customers at no charge. The default Recycling Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Recycling Carts on request to those Single-family Residence Customers requiring less capacity than provided by the standard ninety-six (96) gallon Recycling Cart. A Customer may request and receive one additional Recycling Cart from the Contractor at no

additional charge. Additional Carts above the two provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall deliver Recycling Carts to new Single-family Residence Customers, Customers requesting replacements or additional Carts, or Customers that had previously rejected their Recycling Cart within three (3) business days of the Customer's initial request.

7.2.3 Specific Collection Requirements

Single-family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage and Compostables collection. Collections shall be made from Residences regularly on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection Service.

The Contractor shall collect all Residential Recyclables from Single-family Residences placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables other than those listed in Exhibit C. If large quantities of Residentially generated cardboard (e.g., moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

7.3 Single-family Compostables Collection

7.3.1 Subject Materials

Residential Compostables shall be collected from all participating Single-family Residences Customers as part of Garbage collection services at no additional charge.

7.3.2 Containers

The Contractor shall provide Compostables collection Containers to Customers at no charge. The default Compostables Cart size shall be ninety-six (96) gallons, provided that the Contractor shall offer and provide thirty-two (32)/thirty-five (35) or sixty-four (64) gallon Compostables Carts on request to those Single-family Residence Customers requiring less capacity. The first Compostables Carts shall be provided as part of the service. The Contractor shall provide additional Compostables Cart service at the rate provided in Exhibit B. The additional Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B, then pay the appropriate Extra Compostable rate provided in Exhibit B.

The Contractor shall deliver Compostables Carts to Customers within three (3) business days of the Customer's initial request. The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer or Redmond's request. Additional cleaning shall be available to Customers at the charges listed in Exhibit B.

New Compostable service Customers shall be provided a kitchen Food Scraps composting starter kit upon request, including a kitchen container, one roll of compostable bag liners, and instructional

materials. Redmond shall approve the contents of the Contractor-purchased starter kit before distribution. Customers shall be limited to one starter kit per new Compostables service Customer.

7.3.3 Specific Collection Requirements

Properly prepared Compostables shall be collected weekly on the same day as Residential Garbage and Recyclables collection. Collections shall be made from Single-family Residence Customers regularly on the same day and as close to a consistent time as possible.

Food Scraps shall be contained in the initial Compostables Cart, and only Yard Debris shall be placed in bags, bundles, or Cans. Extra Yard Debris material that does not fit the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their Containers for excess Yard Debris shall be provided, upon Customer request, with durable labels by the Contractor that clearly identify the Container's contents as Yard Debris.

Upon direction from Redmond, for two (2) collection cycles immediately following a Redmond-designated storm event, up to ninety-six (96) additional gallons of Compostable storm debris shall be accepted with regular quantities of Compostables without additional charge, provided that the materials are prepared and set-out as described for excess Yard Debris in the prior section. This service shall be limited to no more than five (5) events over the life of this Contract.

The Contractor shall collect unflocked, undecorated, natural Christmas trees from Residential Customers at no additional charge on their regularly scheduled collection day. Trees shall be no greater than four feet (4') in length.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided.

8 MULTIFAMILY AND COMMERCIAL SERVICES

8.1 Multifamily and Commercial Garbage collection

8.1.1 Subject Materials

The Contractor shall collect all Garbage placed on or near the Curb for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

8.1.2 Containers

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, one (1) through eight (8) cubic yard non-compacted Detachable Containers, and one (1) through six (6) cubic yard compacted Detachable Containers.

Containers shall be provided to Customers at no charge as part of service, except for compacting Containers or unless otherwise set forth in this Contract and directed by Redmond. The Contractor shall collect customer-owned or Customer-leased Detachable Container compactors unless the Container is incompatible with the Contractor's equipment.

Materials over Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at rates set forth in Exhibit B. Extra charges may be assessed for materials loaded to lift

the Container lid in excess six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use front-load and rear-load Detachable Containers to service Multifamily and Commercial Customers; however, not all collection sites within the Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not the front-load collection is feasible.

The Contractor shall deliver containers to requesting Multifamily and Commercial Customers within three (3) business days of the Customer's initial request.

8.1.3 Specific Collection Requirements

Commercial businesses with a physical location in the Service Area shall be required to use Garbage Service under this Contract. Collections from both Multifamily and Commercial Customers shall be made regularly on the same day and as close to a consistent time as possible.

The Contractor may charge for locking/unlocking Containers and/or enclosures at rates set forth in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers a stand-by fee for each minute after five (5) minutes at a rate consistent with Exhibit B.

Multifamily and Commercial Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by Redmond.

8.2 Multifamily and Commercial Recyclables Collection

8.2.1 Subject Materials

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers with permanent Garbage Drop-box Collection serviced at least once per month) shall be collected as part of the Garbage collection services without extra charge. The Contractor may decline to collect Recyclables if the Container in which the Customer places them contains Excluded Materials or other materials that do not conform to the Recyclables definition or do not meet specifications.

8.2.2 Containers

The Contractor shall provide Recycling Containers at no additional charge to all Multifamily and Commercial Customers requesting Containers. If requested by Redmond, the Contractor shall provide locked slotted lids for Detachable Containers for Recyclables at identified Multifamily sites.

The Contractor shall encourage and promote participation in Recyclables services and recommend appropriate relative Container sizes through its site visit and evaluation process. The Contractor shall

encourage using Detachable Containers instead of multiple Carts at Multifamily sites where more than one (1) cubic yard of Recycling capacity is provided unless constraints favor the use of Carts. For Garbage Drop-box customers, the maximum Commercial Recyclables service shall be collection of one (1) eight (8) cubic yard container per week. The Contractor shall deliver containers used for collecting Recyclables to requesting Customers within three (3) business days of the Customer's initial request.

8.2.3 Specific Collection Requirements

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Recycling collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring the Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

8.3 Multi-family and Commercial Compostables Services

The Contractor shall provide limited embedded Compostables Cart collection services to requesting Multifamily and Commercial Customers at no charge and subscription fee-based service for requested Detachable Containers and additional requested Carts. Customers may obtain Compostables collection services from any service provider.

8.3.1 Subject Materials

The Contractor shall provide a collection of Compostables from any requesting Multifamily or Commercial Customers, subject to that Customer's continued compliance with material preparation requirements. Containers, including contaminated or oversized Compostables materials rejected by the Contractor, shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

The Contractor shall provide a collection of unflocked, undecorated, natural Christmas trees from Multifamily Customers at no additional charge. Trees must be no greater than four feet (4') long. Customers may place trees adjacent to carts for collection each calendar year within the first two weeks of the Compostables collection.

8.3.2 Containers

Containers shall be provided to participating Customers as part of their embedded or subscription-based services with no additional container delivery or rental charges. The Contractor shall offer regular thirty-two (32) or thirty-five (35) gallon, sixty-four (64) gallon, and ninety-six (96) gallon Compostable Carts and two (2) cubic yard or four (4) cubic yard Detachable Containers.

The Contractor shall offer an annual cleaning of Compostables Carts at no additional charge upon Customer request. Additional cleaning shall be available to Customers upon request at the charges listed

in Exhibit B. Compostables Carts shall be delivered by the Contractor to Multifamily and Commercial Customers within three (3) business days of a Customer's initial request.

8.3.3 Specific Collection Requirements

Embedded Multifamily and Commercial Customer Compostables service shall include weekly or twice a week collection from up to three 32/35 or 64 gallon Carts. Additional Carts or Detachable Containers shall be serviced as subscribed for and requested by the Customer.

At Commercial sites with multiple businesses, the Contractor shall provide the embedded service level for each business on the site, if requested by the Customer. At Multifamily sites, the Contractor shall provide the embedded service level for each garbage enclosure, if requested by the Customer.

Compostable shall be collected at least weekly. Collections shall be made regularly on the same day(s) of the week and as close to a consistent time. Twice per week collections shall be spaced apart by two or three days.

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Carts up to twenty-five feet (25') for collection at no additional charge.

Liner replacement fees may be assessed for customers that request Compostable liner replacement during servicing. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a Cart over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

9 OTHER COLLECTION SERVICES

9.1 Drop-Box Container Garbage Collection

9.1.1 Subject Materials

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers following the Customer's selected service level. For this section, a permanent Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for Recycling services of up to eight (8) yards per week per Section 8.2. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor will charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

9.1.2 Containers

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the standards described in Section 6.4. The Contractor shall service customer-owned or Customer-leased Drop-Box Container compactors unless the Container is incompatible with the Contractor's equipment.

9.1.3 Specific Collection Requirements

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the call center receives the Customer's initial request before or at 10:00 a.m. and no later than the next business day if the call center receives the Customer's initial call after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer when collecting the full Drop-box Container. The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within one (1) business day of their initial request.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that the Contractor deliver material to a facility other than the closest County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (email is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such deliveries.

9.2 Temporary (Non-Event) Container Customers

The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three (3) business days after the Customer's initial request. The temporary Detachable Container service charges listed in Exhibit B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) days unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) days shall subscribe to regular combined Garbage and Recycling.

9.3 Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to Customers sponsoring special events within the Service Area at the rates listed in Exhibit B. Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure compliance with Washington State event recycling requirements (under RCW 70A.200.100) and that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with Redmond and provide such Customers and Redmond with a summary of the volumes of materials disposed of and diverted for recycling and composting.

The Contractor shall provide special event services as a bundle, with each event providing a collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The Garbage-only service shall only be provided on a case-by-case basis upon prior written approval of Redmond.

9.4 On-call Bulky Waste and Special Item Collection

The Contractor shall provide On-call Bulky Waste collection to any Single Family, Multifamily and Commercial Customers, by appointment for no more than the charge set forth in Exhibit B to this Contract, with collection occurring no later than five (5) business days after a Customer initial request.

The Contractor shall provide up to one free Bulky Waste collection per Single-family residence per year, for up to 2,000 Single-family residences per calendar year in response to requests from such Single-family residences. The Contractor shall not be required to provide free Bulky Waste collection to Multifamily or Commercial customers. If Single-family requests exceed 2,000 per year, then Contractor and City will mutually agree on a service adjustment, which may include stopping free pickups for the remainder of the year, increasing the number allowed per year, billing the City for requests beyond 2,000 for the current year, or other mutually supported adjustments.

Each free Single-family bulky collection includes up to three pieces of Bulky Waste or up to one cubic yard of Garbage, provided that any individual item, bag, or box is no larger than three feet by three feet or weighs more than what can safely be lifted by two of the Contractor's employees. Additional Garbage will be collected on the Customer's next regular collection day and Bulky Items shall be collected on a date arranged between the Contractor and Customer.

The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year unless they pay for regular Extra Units or Bulky Waste collection service at rates provided in Exhibit B.

Customers must place Bulky Waste at the regular Garbage collection location no more than twenty-four (24) hours before collection. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances unless another arrangement is approved in writing by Redmond and to make a reasonable effort to recycle all other materials collected.

The Contractor shall provide receiving containers (such as a Gaylord box) for no charge at up to 20 Multifamily sites during each year for collection of hard to recycle special items to be identified by the Contractor and the City, such as bagged textiles, cooking oil, and foam blocks. The sites will be serviced at a frequency mutually agreed by the Contractor and the City. Additional sites will be charged at the pickup fees listed in Exhibit B.

On-call Bulky Waste collection must occur during the hours and days specified in Section 4.4, except that Saturday collection is permissible if it is more convenient for Customers. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was disposed of or recycled. This log shall be provided to Redmond monthly under Section 12.6.

Redmond customers shall also have access to the Recology Store in Redmond, during regular business hours, for free drop off of hard to recycle items, including textiles, light bulbs, electronics, small appliances, batteries, cooking oil, foam blocks, small propane cylinders, bicycles and bike parts, and hard cover books; to receive additional service information, and to pay bills or receive in person customer service. The Contractor will lease, furnish, and staff their new Store, located in Redmond, beginning and open to the public no later than October 1, 2025.

The store will be open year-round for a minimum of forty hours per week, on a regular schedule, as mutually agreed by the Contractor and City. The City has the option to discontinue the store after December 31, 2030, and negotiate with the Contractor for Customer savings consistent with Contractor savings from closing the store, net of any costs incurred by the Contractor to close the store. The Contractor will ensure that no leases, investments, or commitments require the store to stay open past 2030 without concurrence from the City.

9.5 Excluded Services

This Contract does not include the collection or disposal of Unacceptable Waste.

10 CITY SERVICES

10.1 Municipal Services

The Contractor shall provide the services in this section at no additional charge to Customers or Redmond. The total value of municipal services provided in this section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. If the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, Redmond will either pay for the additional value of services, limit the provision of services to additional facilities, or adjust the Contractor’s rates to reflect the excess cost to Contractor in providing such services.

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to all Redmond municipal facilities and parks as a part of this Contract and at no additional charge. The Contractor shall provide on-call collection for batteries and Styrofoam or other hard to recycle at no charge to municipal facilities identified by Redmond. As of the date herein, these facilities consist of the following:

Facility	Address
Senior and Community Center	8703 160 th Ave NE
Community Center at Marymoor Village	6505 176 th Ave NE
Public Safety Building	8701 160 th Ave NE
City Hall	15670 NE 85 th St
Farrel-McWhirter Park	19545 Redmond Rd
Old Fire Station	16510 NE 79 th St
Redmond Fire Department: Station 11	8450 161 st Ave NE
Redmond Fire Department: Station 12	4211 148 th Ave NE
Redmond Fire Department: Station 13	8701 208 th Ave NE
Redmond Fire Department: Station 14	5021 264 th Ave NE
Redmond Fire Department: Station 15	4200 228 th Ave NE
Redmond Fire Department: Station 16	NE 65 th and 185 th Ave NE
Redmond Fire Department: Station 17	16917 NE 116 th St
Redmond Fire Department: Station 18	
Grass Lawn Park	7031 148 th Ave NE

Hartman Park	17300 NE 104 th St
Idylwood Park	3650 West Lake Sammamish Parkway NE
Juel Park	18815 NE 116 th St
Maintenance Operations Center	18080 NE 76 th St
Conrad Olson Park	18860 NE 95 th St
Redmond Pool	17535 104 th St
Old Redmond Elementary School House	16600 NE 80 th St
Maintenance Operations Center Parks	18120 NE 76 th St
Sammamish River Business Park	90 th St
Downtown Park	
Perrigo Park	

At any time during the term of this Contract, Redmond may add facilities to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within Redmond Service Area and municipal facilities in future annexation areas covered by this Contract.

Regular Garbage, Recyclables, and Compostables generated on an ongoing basis at all Redmond’s facilities in the ordinary course of their operations, whether generated by staff or third parties (e.g., janitorial contractor,) will be collected by the Contractor without charge to Redmond. In cases in which Garbage, Recyclables, or Compostables are generated through the performance by third-parties of services for Redmond outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials following charges listed in Exhibit B. For example, the Contractor could require Redmond to pay for the disposal of debris generated by replacing the roof of one of Redmond’s facilities. Tenants and other occupants of a municipal facility, other than those who operate the facility as Redmond’s contractor of municipal services, may be charged by Contractor under this Contract for the collection from them of associated Garbage, Recyclables, and Compostables.

If Redmond is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates, and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to Redmond at no charge.

10.2 City-Sponsored Community Events

The Contractor shall provide Garbage, Recycling, and/or Compostables services for City-sponsored events at no charge to Redmond or users. Container capacity shall be coordinated with event staff to ensure that the Contractor provides sufficient capacity and collection frequency. These events shall include, but not be limited to: Redmond Lights, Derby Days, and So Bazaar.

At any time during the term of this Contract, Redmond may add more sponsored community events in addition to those listed above, subject to the Contractor’s approval for conflict of interest and compliance with laws, and provided that if Redmond adds more than one event every year, the Contractor may negotiate compensation for those additional events.

10.3 Street Litter, Recycling, Compostables, and Cleaning Services

The Contractor shall provide a collection of up to one hundred (100) on-street litter (Garbage), Recyclables, and/or Compostables Containers within the Redmond Service Area at no charge to the Redmond. Litter Containers shall be collected as Garbage, Recyclables Containers shall be collected as Recyclables, and Compostable Containers shall be collected as Compostables. The Contractor shall provide and install plastic liners for litter and Recyclables Containers and compostable liners for Compostable Containers.

On-street Containers shall be collected on the schedule set by Redmond for each Container. Collection frequency for each Container may be variable between five (5) times per week and every other week, at Redmond's option. Containers may be collected on either Commercial or Residential routes, provided that the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

The Contractor shall provide scheduled and On-call collection for Containers at no charge to Redmond. If Redmond requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

The Contractor shall provide street cleaning, litter abatement, and graffiti removal services for the fees listed in Exhibit B in response to on-call requests from Redmond or Customers, provided that relevant private property owners consent to the services being performed.

11 CUSTOMER SERVICE

11.1 Customer Service Functions

The Contractor shall be responsible for providing all Customer Service functions, including, but not limited to:

1. Answering Customer phone calls, texts and electronic requests;
2. Requesting (at start of service) Customer's preference for notification of service changes via outdialer calls, texts, or e-mails;
3. Informing Customers of current, new, and optional services and charges;
4. Handling Customer subscriptions and cancellations;
5. Receiving and resolving Customer complaints;
6. Dispatching Drop-box Containers, temporary Containers, and special collections;
7. Billing;
8. Maintaining and updating regularly as necessary a user-friendly internet website; and
9. Maintaining and updating regularly as necessary a user-friendly mobile app.

These functions shall be provided at the Contractor's sole cost, with such costs included in the Contractor's charges set forth in Exhibit B.

11.2 Full Knowledge of Garbage, Recyclables, and Compostables Programs Required

The Contractor's Customer Service representatives shall fully know all collection services available to Customers, including those available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector from where the Customer is calling. For existing Customers, the representatives shall explain new services and options and resolve

recycling issues, collection concerns, missed pickups, Container deliveries, disposal, and recycling options for items not accepted by the Contractor and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Garbage, Recyclables, and Compostables preparation specifications. The Contractor will forward Redmond-related policy questions to Redmond.

The Contractor shall provide Redmond with internal Customer Service representative training and support information specific to Redmond to allow Redmond to review and check information provided to Customer Service representatives and, in turn, provided to Customers. The Contractor's Customer Service representatives shall have instantaneous electronic access to Customer Service data and history to assist them in providing excellent Customer Service. Any revisions to these materials shall be approved in writing (email is acceptable) by Redmond before being used by Customer Service representatives.

11.3 Customer Service Location, Hours, and Staffing

Call center operations shall be based in the Puget Sound area. The Contractor's call center for Redmond customers shall be open and available with Customer Service representatives during Call Center Hours, defined as 7am to 7pm Pacific time for Monday through Friday, and 8am to 7pm on Saturday and Sunday. The Contractor shall maintain and staff a Recology Store in Redmond, as described in Section 9.4, to provide in-person customer service and bill pay support during regular hours for any Redmond customers. Holiday closures for Contractor customer service, call center, and store will be limited to collection holidays described in Section 4.7.

Customer calls shall be taken during these Call Center Hours by a person, not by voicemail. Outside of these Call Center Hours, the Contractor shall have an answering or voicemail service available to record messages from all incoming phone calls. The Contractor shall provide a local Customer Service number, with a Redmond exchange, and be able to uniquely track Contract answering performance on that line.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by Redmond. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for Redmond's use during all hours, including normal Office Hours, defined as 8am to 5pm Pacific time, Monday to Friday. Inability to reach the Contractor's staff using the emergency phone numbers shall be cause for performance fees under Section 14.1.

During Call Center Hours, the Contractor shall maintain sufficient call center staff to answer and promptly handle customer complaints and service requests. If incoming phone calls are necessary, the Contractor shall increase staffing levels to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests promptly made by methods other than phone, including letters, text messages, and electronic messages. If staffing is deemed insufficient by Redmond to handle Customer complaints and service requests promptly, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the Transition and Implementation Period, especially from six (6) weeks before the Date of Commencement of Service, through the end of the fourth (4th) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Staffing levels shall be subject to Redmond's

prior review and approval during the Transition and Implementation Period. The Contractor shall receive no additional compensation for increased staffing levels during the Transition and Implementation Period.

11.4 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date, and manner of resolution of the complaint or service request in a computerized daily log. Any calls received through the Contractor's non-Call Center Hours voicemail or answering service shall be recorded in the log no later than the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer Service log shall be available for inspection by Redmond, or its designated representatives, during the Contractor's Office hours and shall be in a format approved by Redmond. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite (or another Redmond-approved format) of software to Redmond with the monthly report.

11.5 Handling of Customer Calls

All incoming phone calls shall be answered promptly and courteously, with an average answer speed of less than thirty (30) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence monthly, and no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages applicable to services provided under this Contract and not mislead customers.

A Customer shall be able to talk directly with a Customer Service representative when calling the Contractor's Customer Service phone number during Call Center Hours without navigating an automated phone answering system. Customer Service representatives shall provide accurate and applicable information and shall not provide confusing, inaccurate, or misleading information. An automated voicemail or phone answering system may be used outside Call Center Hours.

11.6 Customer Service Monitoring and Corrective Measures

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall Customer satisfaction with the Contractor's services. Monitoring and evaluation methods may include random Customer surveys, periodical monitoring of customer service, call monitoring by supervisors, call management reports, and other methods. The Contractor shall monitor its program and ensure that high levels of customer service are demonstrated throughout the contract period. A record of all monitoring and evaluation programs shall be maintained and forwarded to Redmond upon request.

Upon the receipt of Customer complaints regarding busy signals or excessive delays in answering the phone, Redmond may request the Contractor submit a plan to Redmond for correcting the problem. Redmond must approve the plan. During the Transition and Implementation period, the contractor shall have seven (7) days to implement corrective measures. After the Transition and Implementation Period, the Contractor shall have thirty (30) days to implement the corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees according to Section 14.1 assessed against the Contractor.

11.7 Contractor Website

The Contractor shall maintain a mobile-friendly website containing information specific to Redmond's collection programs, including the following information at a minimum:

1. Contact information, noting available hours for each contact method;
2. Collection schedules;
3. Current day of collection map;
4. Material preparation requirements;
5. Available services and options;
6. Rates and fees for all sectors and services;
7. Holiday schedules and resulting delays in collections;
8. Inclement weather service changes;
9. Current education and outreach materials;
10. Translation options are available; and
11. Other relevant service information for its Customers.

The Contractor's website shall provide the following functions for Customers:

1. Obtain day-of-service information;
2. Report issues and receive a tracking number or other method to monitor progress on their issue;
3. Connect and speak to a Customer Service agent;
4. Chat/instant message with a Customer Service agent rather than talk if desired;
5. Review and pay bills;
6. Manage services; and
7. Switch service levels or order additional services;

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The Contractor shall provide a knowledgeable and proficient communications manager among its local staff responsive to Redmond's request(s) for changes to the Contractor's website. The website design shall be usability tested and then submitted to Redmond for approval a minimum of three (3) months before the Date of Commencement of Service of this Contract, and then changes shall be subject to Redmond's prior approval throughout the term of this Contract. Changes requested by Redmond consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by Redmond of a textual nature that is related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3) hours from of the time of the request. Changes requested by Redmond that include a graphical component must be implemented within five (5) Days of the time of the request.

The Contractor shall provide timely updates to the website and links to Redmond's website, regularly checking that all links are current. The website shall include the information requested by Redmond translated into Spanish, Chinese (simplified), Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon Redmond's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected while performing functions of this Contract shall be provided to Redmond upon request but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees as described in Section 14.1.

11.8 Customer Communications

All Customer communications (other than emergency announcements and routine service and billing interactions with individual Customers) shall be reviewed and approved by Redmond before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, social media, website, mailed materials, printed materials, and other avenues of planned communications.

Redmond and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust Customer Service expectations to match Customer preferences. For example, if call traffic to the Contractor's phone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of Customer Service. Redmond and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer Service delivery.

11.9 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every other month or quarterly, and Multifamily and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due before the receipt of all services covered by the billing period. The Contractor's billing cycle parameters include, but are not limited to, the service period, invoice date, due date, late fee date, reminder date(s), Container removal, and stop-service date. Redmond reserves the right to review and provide feedback on the bill template used by the Contractor to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate Redmond's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor and are included in the service fees in Exhibit B. The Contractor may bill Customers late payments, "non-sufficient funds" check charges, and the costs of bad debt collection under policies and amounts previously approved in writing by Redmond.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows the Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment without requiring the Customer to navigate to the Contractor's website to obtain that information.

The Contractor shall be responsible for the following:

1. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers;
2. Generating bills printed double-sided, on at least thirty percent (30%) post-consumer recycled-content paper;
3. Generating bills that include, at a minimum, a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer Service contact information, and website information;
4. Generating bills that clearly state the date at which late fees will be assessed for non-payment;
5. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by Redmond;
6. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or wire transfer. No transaction fees may be levied on any Customer payments;
7. Accepting, processing, and posting payment data each business day;
8. Accepting bill inserts from Redmond for specific Customer sectors;
9. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for not less than six (6) years from the end of the fiscal year following current Washington State record retention laws and with Redmond's record retention policy, whichever is greater. Data shall be kept in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history;
10. Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services;
11. Collecting unpaid charges from Customers for collection services; and
12. Implementing rate changes as specified in Section 13.3.

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide Redmond with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site, or electronic media upon request. Redmond shall have unlimited rights to use such account servicing database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or provide information to successor contractors.

Upon seven (7) days' written notice, the Contractor shall provide Redmond with a paper and/or electronic copy at Redmond's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

During the Contract, Redmond may direct the Contractor, with 12 months' notice, to permanently transition customer service and billing functions to Redmond customer systems. Upon completions of this transition, Redmond will reduce monthly payments to the contractor by \$4600 per month in 2024 dollars. This reduction will be inflated from 2024 dollars to transition year, based on CPI adjustments in Section 13.3.1.

11.10 Service Stops

Single-family Residential Customers shall have the option of stopping collection services if their Residence will be vacant for more than four (4) consecutive weeks. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided in Exhibit B for service stops exceeding ninety (90) Days.

12 COORDINATION WITH CITY

12.1 City Customer Service

The Contractor shall maintain a local staff with management-level authority to provide a point of contact during Office Hours for the majority of inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

1. Assisting staff with promotion and outreach to Single-family Residences, Multifamily, Commercial Customers, and special events;
2. Serving as an ombudsperson, providing quick resolution of Customer issues, complaints, and inquiries; and
3. Assisting Redmond with program development and design, research, response to inquiries, and troubleshooting issues.

A Contractor-designated service expert shall be accessible by staff to address emerging problems as needed and shall return messages (phone, mobile messaging, or email) within four (4) hours of Redmond's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

Should the Contractor fail to meet Redmond's expectations for Customer Service as described herein, the Contractor shall be assessed performance fees under Section 14.1.

12.2 Site Planning and Building Design Review

Upon request and without additional charge, the Contractor shall make available site planning assistance to either Redmond and Customers or potential Customers and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

12.3 Performance Review

Upon reasonable notice to the Contractor, Redmond may review the Contractor's performance under this Contract. If conducted, the performance review shall include but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards. The Contractor agrees to fully cooperate with the performance review and work with Redmond staff and consultants to ensure a timely and complete review process.

Redmond shall present the performance review results to the Contractor within thirty (30) days of completion. Should Redmond determine that the Contractor fails to meet the Contract performance requirements and standards, Redmond shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from receipt of notice to correct deficiencies to Redmond's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, Redmond may allow the Contractor additional time to comply, accept other remedies for the service failure, or proceed with the contract default process under Section 14.2 of this Contract, at Redmond's sole option.

The costs of the development and implementation of any action plan required under this Section 12.3 to address failures on the part of the Contractor to perform under the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or Redmond, or included in rates or fees charged Customers.

Upon reasonable notice to the Contractor, Redmond may design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If Redmond desires such a program, Redmond and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. Redmond shall bear the costs of Redmond staff, Redmond-retained consultants, and performance incentives (if used), and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

12.4 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with Redmond in person or via phone/video conference, at Redmond's option, weekly during the Transition and Implementation Period and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

Redmond may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with Redmond by coordinating the Contractor's operations with Redmond's periodic monitoring to minimize inconvenience to Customers, Redmond, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. Redmond's review of Contractor activities and records shall occur during normal Office Hours and be supervised by the Contractor's staff.

12.5 Emergency Response

The Contractor shall assist Redmond in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon Redmond's direction and paid at the Contract rates in Exhibit B.

The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response and include such information in the monthly and annual reports required under Section 12.6. The Contractor shall maintain such records and documentation consistent with Redmond's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA) and, at Redmond's request, shall assist Redmond in developing any reports or applications necessary to seek federal assistance during or after a federally declared disaster.

12.6 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to Redmond. The Contractor report formats may be modified occasionally at Redmond's request at no additional charge to Redmond. In addition, the Contractor shall allow Redmond access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the Contract terms are met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel. Links to websites or company database functions do not fulfill the requirements of this section.

Information received by Redmond and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the Public Records Act, RCW Chapter 42.56, and shall be subject to the provisions of Section 15.7 below.

Misrepresentation by the Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees as described in Section 14.1.

12.6.1 Monthly Reports

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21st) Day of the following month. Reports shall be submitted in an electronic format approved by Redmond and certified as accurate by the Contractor. At a minimum, reports shall include a report for each of the following topics that are clearly labeled and identified by topic:

1. A log of all Customer complaints, including Customer name, property name, address, date of contact, complaint, and resolution.
2. A tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level/Container size and service frequency.
3. The Contractor's Customer Service phone system reports total call volume, total calls answered, call hold time, and average answer speed.

4. The website utilization report shows the total number of Customers managing their services online, the number of messages received on the website, site usage data, and other data or information as Redmond may require for internal reporting purposes.
5. A summary of total Garbage, Recyclables, and Compostables quantities collected (in tons) for each collection sector by month and year-to-date. Drop-box tonnage shall be separated and shall include the total number of hauls. The summary shall include program participation statistics, including a summary of Multifamily and Commercial participation in Recyclables and Compostable Services and set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient. The summary shall include the facilities' names for all materials and tonnage delivered to each facility.
6. Total billed revenue, and the disposal payments made to the County;
7. A description of any vehicle accidents, infractions, and reported leaks.
8. A description of any changes to collection routes, Containers, vehicles (including the identification of backup vehicles not meeting contract standards with the truck number and date of use), Customer Service, or other related activities affecting the provision of services.
9. Documentation of contractor procurement of state-certified low carbon fuel.
10. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
11. A list of Multifamily and or Commercial services initiated or dropped and the reason for discontinuing service.
12. A description of any promotion, education, and outreach efforts completed and planned, including outcomes from the Zero Waste Specialists and, where possible, samples of materials and a summary of any customer feedback or response.
13. A list of Multifamily and Commercial sites visited by outreach staff with property name, property contact, Contractor staff conducting the outreach, actions completed with dates, materials distributed, and quantity of contacts made, service changes made, and follow up required.
14. A description of Contractor activities and tonnages for Redmond's services and events.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to Redmond's prior review and written approval and periodically verified through the Contractor's field testing.

12.6.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

1. A consolidated summary and tabulation of the monthly reports described above.
2. A summary of all Recyclables and Compostables processed at each contracted processing facility, with total commodities produced, destination products and countries, and processing residues disposed of as Garbage. Summary of the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for

commodity values may be reported based on published market indices or local market prices for commodities sold.

3. A summary and discussion of the average per ton costs to sort and prepare commodities for sale (processing costs), not including consideration of revenues generated from commodity sales, and notice of any significant changes in processing costs, if any.
4. Summary of inbound contamination levels based on random audit and sampling of recycling loads from single-family, multifamily and commercial routes to assess the success of contamination reduction efforts.
5. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation and the volume of Recyclables and Compostables collection programs.
6. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
7. A discussion of promotion, education, outreach efforts, and accomplishments for the Zero Waste Specialists and for each sector.
8. An inventory of current collection vehicles and other major equipment, including model, year, make, VIN or serial number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, and maintenance history, including vehicle painting.
9. A list of Multifamily and Commercial Customers eligible for Recycling and Compostables collection service but not receiving one or both services.
10. A summary of the monthly logs of Customer requests, complaints, inquiries, site visits, and resolutions or results, as required in Section 11.4. The summary shall organize Customer requests, complaints, inquiries, and site visits by category (e.g., missed pickups, improper set-ups).
11. A sustainability report including sustainability initiatives on the regional or division level.

The annual report shall be specific to Redmond's operations, written in a format appropriate for contract management, and shall not be a generalized listing of Contractor activities in the region or elsewhere.

12.6.3 Ad Hoc Reports

Redmond may request and receive from the Contractor up to six (6) ad hoc reports each year at no additional charge to Redmond. These reports may include Customer Service database tabulations to identify specific service levels, participation patterns, or similar information. Reports shall be provided in a Redmond-defined format and compatible with Microsoft software (or other Redmond-approved software) within thirty (30) days of the request. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

12.6.4 Other Reports

If Redmond requests, the Contractor shall provide daily route information for all service sectors and collection streams to evaluate potential collection system changes during the Contract Term.

12.7 Promotion and Education

The Contractor, at its own cost and at the direction and approval of the City, shall have primary responsibility for developing, designing, executing and distributing public promotion, education and outreach programs. The Contractor shall also have primary responsibility for providing annual service-

oriented information and outreach to Customers, including providing on-site Commercial and Multi-Family Recycling and Compostables technical assistance, distributing City-developed promotional and educational pieces at the City's direction, and implementing on-going recycling and composting promotions, education, and outreach programs at the direction of the City.

All written materials, Customer surveys and other general communications provided to Customers by the Contractor shall be approved in advance by the City. The City will be given three (3) weeks advance notice and opportunity to review any materials or communications meant for distribution to Customers. All materials shall be printed on 100% post-consumer recycled paper and have sufficient copies to fulfill requests from Customers and Redmond. Electronic copies of materials shall be provided to Redmond and posted on the Contractor's website with a file size not exceeding 2 MB.

The Contractor shall designate two full-time Waste Zero Specialist working to support service and diversion outreach in Redmond. No later than October 15 of each year, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for Residential, Multifamily, and Commercial Customers, over the following year, including the focus and outcomes for the Waste Zero Specialists and any adjustments in materials and/or targeted audiences. The City may elect to assist the Contractor with development of promotional material design and text, as staff time allows; otherwise the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall have available on their website transcreated educational materials about the proper disposal of Garbage, Recyclables, and Compostables for Single-Family Residential, Multi-Family and Commercial Customers, in Spanish, Simplified Chinese, Hindi, and Russian. The Contractor shall provide translations for additional language communities with significant limited English proficiency, as identified and requested by Redmond. Upon request by the Customer or the City, the contractor shall deliver transcreated materials to selected Customers.

Outreach to Single-Family Residential, Multi-Family and Commercial Customers by the Contractor shall not preclude the City or its consultants from also conducting targeted outreach and technical assistance to encourage waste prevention, recycling and composting.

New Single-Family, Multi-Family and/or Commercial Customers shall receive a welcome packet of materials including the comprehensive service guide for their sector. Customers may choose an electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days.

12.7.1 Specific Outreach for Single-Family Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Single-Family Residence no later than December 31. The City shall have up to three (3) rounds of edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines; winter weather and holiday collection information, contact information; and any other pertinent information.

12.7.2 Specific Outreach for Multifamily Customers

Each year, the Contractor, at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Multi-Family unit and property manager no later than December 31. The City shall have up to three (3) rounds of

edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper sorting and disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Multifamily Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location, training for onsite staff, and outreach to residents. The Contractor shall provide kitchen compost caddies and sample rolls of 3-gallon compostable bags, if requested by the Customer, at no charge.

The Contractor shall inspect all Multifamily Complex Customer Recycling Containers annually for contamination. The Contractor shall provide targeted outreach and custom-tailored consultations to Multifamily Complexes with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

At the City's request, The Contractor shall contact, the manager or owner of Multifamily Property sites to encourage recycling and/or composting participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Multifamily Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Multifamily Property, and other pertinent information.
- With City notification/coordination, work with the Multifamily Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.
- With City notification/coordination, consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

12.7.3 Specific Outreach for Commercial Customers

Each year, the Contractor at its own cost and at the direction and approval of the City, shall print and mail an annually updated Redmond specific comprehensive service guide booklet to each Commercial Customer and Business in the City no later than December 31. The City shall have up to three (3) rounds

of edits during development of the service guide. The service guide booklet shall include, at a minimum, information on the proper disposal of Garbage, Recyclables, and Compostables; City rates information; disposal options for difficult-to-recycle items and hazardous wastes; collection guidelines, contact information; and any other pertinent information.

Contractor outreach specialists shall visit each Commercial Customer that requests new Recyclables or Compostables services before Containers are delivered to discuss service location and training and outreach for onsite staff.

The Contractor shall inspect all Commercial Recycling Containers annually for contamination. The Contractor shall also provide targeted outreach and custom-tailored consultations to Commercial Customers with low waste diversion and/or contamination issues. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly. Outreach plans, consultations and associated collateral must be approved by the City.

The Contractor shall, at the City's request, address concerns, space or contamination problems, and offer additional education or training to commercial customers. The Contractor shall coordinate with Commercial Customer site managers or owners to provide outreach to tenants in multi-tenant buildings, office parks, and strip malls and similar situations where Contractor services are shared among tenants. Contractor shall do this either upon request and/or to facilitate coming increased recycling or Recyclables and/or Compostables contamination reduction goals.

The Contractor's educational efforts to Commercial Customers shall include offering to perform no-cost waste audits to determine areas that need improvement, training of business staff, tenants and property management staff, developing and covering the cost of providing stickers or laminated signage for interior collection containers, and delivering recycling guide flyers to the Commercial Customers or their tenants, as requested by the Commercial Customer, a commercial tenant, or the City. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor is expected to take action when responding to contamination of Recyclables or Compostables at Commercial Properties. A combination of these actions shall be appropriate in cases where contamination is readily apparent prior to emptying Containers at the Property:

- Immediately provide the City with photo documentation of the contamination, along with a record of container size, location within the Commercial Property, and other pertinent information.
- With City notification/coordination work with the Commercial Property to create a specifically tailored recycling and /or composting service plan (establishing service volume and container location/access needs, auditing service levels/frequency/schedule, and verifying and monitoring related changes), as well as provide follow-up outreach as needed to achieve optimal participation and compliance.
- Consider installation and/or use of lock bars/locks, specialized lids with slots for Detachable Container lids, and adjusting container size, placement/location, or service frequency in manners intended to reduce or eliminate contamination of Recyclables.

- Distribute outreach materials as needed, door-to-door canvassing and related on-site assistance to property management, maintenance staff, and residents as needed.

12.8 Transition to the Next Contractor

The Contractor shall work with Redmond and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from Redmond's previous contractor to Redmond's new Contractor.

If Redmond does not elect to retain the Contractor's Containers under Section 6.6, the Contractor shall remove any Containers for all services, or any portion of services provided under this Contract upon sixty (60) days' written notice from Redmond. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously to minimize Customer inconvenience.

Upon written request of Redmond at any time during the term of this Contract, the Contractor shall provide either Redmond or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to Redmond in Microsoft Excel format (or another Redmond-approved format) within seven (7) days of Redmond's request.

The Contractor's failure to fully comply with this section shall result in the forfeiture of the Contractor's performance bond at Redmond's discretion.

13 COMPENSATION

13.1 Compensation to the Contractor

13.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B.

The Contractor shall invoice drop box garbage customers the current Composite Disposal Fee amount, based on the applicable drop box container disposal charge increased by 12%.

These payments shall comprise the entire compensation due to the Contractor. Under no circumstance shall Redmond be responsible for money that the Contractor cannot collect.

The Contractor shall offer low income senior and low income disabled service discount per Redmond low income utility program, of 50% off the rates listed in Exhibit B. At least annually, Redmond will provide the Contractor with a list of eligible Redmond single family households that qualify for utility tax relief, consistent with Redmond Municipal Code 3.12.

If a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by Redmond. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

Redmond is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract.

If the Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to Redmond in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon Redmond's written approval, the Contractor may provide the requested services. The Contractor shall not provide unauthorized services or charge unauthorized rates under any circumstance.

13.1.2 Itemization on Invoices

All applicable city, county, and state solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B unless specifically excluded by this Contract. The Fixed Annual Charge in Exhibit B shall not be itemized separately on Customer invoices. Redmond's Administrative Fee shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

The Contractor shall not charge separately for the collection of Source-separated Recycling.

Charges for excess Garbage or Compostables, Single-family, Multifamily and Commercial Compostables collection, Drop-box Container On-call collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges stated in Exhibit B.

The County Composite Disposal Fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service.

The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall not separately charge Customers sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in Compostables processing fees (except as provided for in Section 13.3), Garbage collection service level shifts, or other changes affecting the collection system.

13.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. Customers may have their service discontinued, and Containers recovered if the

Contractor provides the Customer with ten (10) days prior written notice that service will be discontinued for non-payment.

The Contractor may charge a one-time cart redelivery fee listed in Exhibit B to Customers who want to restart service, who have previously had their service terminated for nonpayment, and who had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g., Garbage, Recyclables, and Compostables).

13.2 Compensation to Redmond

The Contractor shall pay Redmond an Administrative Fee of 5.5% on or before the twenty-fifth (25th) day of each month during the term of this Contract, starting the month following the initiation or revision of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate in any Redmond billing audit to confirm the Contractor's Customer receipts during any accounting period during the Contract term.

Redmond may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 13.3. Redmond shall notify the Contractor of the new Administrative Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided by October 1st of each year.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in Section 15.11, Permits and Licenses.

13.3 Compensation Adjustments

13.3.1 Initial and Annual CPI Collection Component Modification

Beginning January 1, 2026, the Contractor's collection fee components shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to Redmond for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1st of each year, starting October 1, 2025.

The collection fee component of the Contractor's fees contained in Exhibit B, and the miscellaneous fees and service charges contained in Exhibit B that do not have separate disposal fee components, for each level of service shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0 (1982-84=100) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index mutually agreed by the Parties should the foregoing index become unavailable. There shall be an additional adjustment of one-half (0.5) percent for the rate years 2028, 2029, 2030 and 2031 as described below.

Adjustments shall be based on the percentage change in the HALF1 data point for the twelve (12) month period ending in June of the previous year, as described in Exhibit D, or, for the adjustment effective January 2026, the twenty-four (24) month period ending in June of the previous year.

The initial adjustment to the Contractor's collection and miscellaneous charges, effective January 2026, shall be equal to the percentage change in the CPI HALF1 for the period ending June 2025, relative to the CPI HALF1 for period ending June 2023.

The annual adjustment to collection and miscellaneous charges effective January 2027, shall be equal to the percentage change in CPI HALF1 index for the period ending June 2026 relative to the CPI HALF1 for the period June 2025.

The annual adjustments, for collection and miscellaneous charges effective January 2028, 2029, 2030 and 2031 shall be equal to the sum of one hundred percent of the annual change in CPI HALF1 for the period ending the prior June, as described in the preceding sentence, plus one-half (0.5) percentage points.

The annual adjustment to collection and miscellaneous charges effective January 2032, and all subsequent years, shall be equal to the annual percentage change in CPI HALF1 index for the period ending the prior June 30, with no additional percentage points.

The CPI adjustment shall not exceed five percent (5%) per year for the rate adjustments that are effective January 2026, 2027, 2032, and all subsequent years. The total CPI adjustment, including the additional one-half (0.5) percentage point, shall not exceed five and one-half percent (5.5%) per year for the rate adjustments effective January 2028, 2029, 2030, and 2031. If the CPI index series decreases year-to-year, the collection fee component and miscellaneous fees and charges shall remain unchanged.. Whether a cap or a floor is applied in a given year under this paragraph shall have no effect on the following year's CPI adjustment.

An example of rate adjustments due to Consumer Price Index changes is provided in Exhibit D.

Adjustments under this Section 13.3.1 shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall be truncated and not be considered when making adjustments.

13.3.2 Changes in Disposal Fees and Charges

Beginning January 1, 2026, for the initial service year, and for all subsequent service years, annual adjustments shall be made to the 2024 disposal fees reflected in the Exhibit B customer charges. The disposal fees shall be adjusted by one hundred percent of the percentage change in the per ton Composite Disposal Fee, calculated as set forth in Exhibit D and based on changes in Tipping Fee, Fixed Annual Charge, and the total tons of Garbage allocated to Redmond under the King County Disposal System, as provided by the County to the Contractor, no later than September 1st each year. If the County increases their Tipping Fee prior to January 1 of any service year, then the Composite Disposal Fee shall be adjusted commensurate with the new Tipping Fee effective date. The Fixed Annual Charge Adjustments described in this Section 13.3.2 and in Exhibit D may be revised upon the Parties' mutual written agreement at any time during the term of this Contract to improve alignment between Customer and Contractor obligations.

If Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Section 13.3.1 due to changes in law or regulation, the Contractor may submit to Redmond a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. Redmond shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by an amount specified by Redmond to compensate for increased Compostables processing costs.

13.3.3 Changes in Disposal or Compostables Processing Sites

If the Contractor is required by Redmond or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case will be adjusted to pass through any resulting additional costs incurred by the Contractor to the Customer or any additional savings to the Contractor to Customers. Redmond and Contractor agree to negotiate in good faith to make any rate changes to accomplish a pass-through of any such costs or savings.

13.3.4 Recycling Commodity Value

Redmond and Contractor agree that the Contractor rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

13.3.5 New or Changes in Existing Taxes

If new municipal, county, regional, or state taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs over ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to Redmond. The Contractor and Redmond shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the amount and the method of adjustment. "New or changes in existing taxes," as contemplated by this section, shall not include changes in the law under Section 13.4.

13.3.6 Changes in Service Provision

If the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of Redmond, the Contractor shall promptly notify Redmond in writing of such reduced costs, and rates shall be reduced within thirty (30) days of the subject change so that Redmond and the Contractor's Customers shall receive the benefit of fifty percent (50%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

13.4 Change in Law

Redmond may adjust rates due to changes in federal, state or local laws or regulations, the administrative or judicial interpretation thereof, or an order or judgment of any governmental authority not addressed otherwise in this Contract that affects the Contractor's cost over ten thousand dollars (\$10,000) in the aggregate annually. The Contractor shall submit a detailed proposal to adjust the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the Customers or Redmond. The Contractor and Redmond shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases where the threshold applies) and, if so, to determine the adjustment amount and method.

14 FAILURE TO PERFORM, REMEDIES, TERMINATION

Redmond expects high levels of Customer Service and collection service provision. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and Contract default for more serious lapses in service provision. Section 14.1 details infractions subject to performance fees and Section 14.2 details default provisions and procedures.

14.1 Performance Fees

Redmond reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor's compliance with the provisions and requirements of this Contract. If Redmond's inspection and/or reviews reveal that the Contractor has failed to perform any duties of this Contract satisfactorily, Redmond shall present an incident report to the Contractor detailing such unsatisfactory performance. The Parties agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to perform its duties under this Contract satisfactorily. Redmond and the Contractor agree that Redmond's damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by Redmond as a result of the Contractor's failure to perform its duties under this Contract satisfactorily. The performance fees in Section 14.1 shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances, as described in Section 4.17. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include the following:

	Action or Omission	Performance Fees
1	Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container for each incident occurring after the Effective Date.
2	Collection before or after the times specified in Section 4.4, except as expressly permitted in writing.	Five hundred dollars (\$500) per vehicle on each route.

	Action or Omission	Performance Fees
3	Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per Customer site, not to exceed five hundred dollars (\$500) per vehicle daily.
4	Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions). A block segment is defined as one side of a street, between cross streets, not to exceed fifty (50) houses.	Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day.
5	Failure to provide temporary drop box sites for residences during prolonged service interruption due to weather as required in Section 4.8	Five hundred dollars (\$500) per day
6	Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle.
7	The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes.	One thousand dollars (\$1,000) per Customer per day.
8	Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per Customer per day.
9	Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date.	One hundred dollars (\$100) per Customer per day.
10	Failure to include Redmond-authorized instructional/promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Single-family Residences or failure to affix required Redmond-authorized labels on Containers.	One hundred dollars (\$100) per Container.
11	The use of outdated or unauthorized labels or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
12	Failure to maintain clean, sanitary, and properly painted and labeled Containers.	Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection.
13	Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per collection day that the Container is not replaced.
14	Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify Redmond within	Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs.

	Action or Omission	Performance Fees
	two (2) hours, of Contractor knowledge of such release.	
15	Redmond observed or customer photographed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, inspection, clean-up costs, and potential code fines/penalties.
16	Failure to maintain Contract-compliant vehicles.	Two Hundred and fifty dollars (\$250) per vehicle, up to a maximum of two thousand five hundred dollars (\$2,500) per inspection.
17	Failure to properly use an authorized switchable placard or nameplates.	One hundred dollars (\$100) per placard per vehicle per day.
18	Failure to separate collection of materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
19	Failure to meet Customer Service answer and on-hold time performance requirements.	Two hundred fifty dollars (\$250) per day.
20	Failure to meet the service and performance standards listed in Section 11.5 of this Contract, outside of the Customer service answer and on-hold time, for two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days.
21	Failure to provide accurate information to Customers by Customer Service staff, including inappropriately directing Customers to contact Redmond.	One hundred dollars (\$100) per Customer.
22	Failure to include accurate and/or required information on the Contractor's website.	Two hundred-fifty dollars (\$250) per day.
23	Failure to provide the required annual, monthly, or weekly reports on time.	Five hundred dollars (\$500) per day past the deadline.
24	Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per occurrence.
25	Inability to reach the Contractor's staff via the emergency phone number.	Two hundred-fifty dollars (\$250) per day.
26	Failure to fulfill contract requirements not otherwise addressed.	One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to Redmond.
27	Failure to pay Administrative Fee by the 25 th of the month as required in Section 13.2.	One thousand dollars (\$1000) per day.

Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and Redmond reserves the right to exercise any and all remedies it may have concerning these and other violations and breaches. The performance fees schedule set forth here shall not affect Redmond's ability to terminate this Contract as described in Section 14.2.

If assessed during a given month, Redmond shall invoice the performance fees in writing to the Contractor. The Contractor shall pay the invoice within thirty (30) days of billing. Failure to pay

performance fees shall be considered a breach of Contract and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

The Contractor may appeal the performance fees assessed against the Contractor in writing to Redmond within ten (10) days of being invoiced for assessed performance fees. The Contractor may present evidence why the amount of the assessed performance fees should be lessened or eliminated. Redmond's decision shall be final and not subject to further appeal.

14.2 Contract Default

The Contractor shall be in default of this Contract if it violates any material provision. In addition, the Contractor shall be in default of the Contract should any of the following occur, including, but not limited to:

1. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables or fails to provide any portion of service under the Contract on the Effective Date or for more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Section 4.8 or Section 15.16.
2. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by Redmond, county, or any federal, state, or other regulatory body to collect materials under this Contract or comply with any environmental standards and regulations.
3. The Contractor's noncompliance creates a nuisance or hazard to public health or safety or the environment.
4. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes in a landfill or incinerated at an incinerator or energy recovery facility without the prior written permission of Redmond.
5. The Contractor fails to make any required payment to Redmond, as specified in this Contract.
6. The Contractor is assessed performance fees under Section 14.1 over fifteen thousand dollars (\$15,000) during any consecutive six (6) month period; or
7. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption under Section 4.17.
8. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract as described in Sections 15.7 and 15.4.

Redmond reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, Redmond shall give the Contractor ten (10) days' prior written notice of its intent to exercise its rights, stating the reasons for such action; however, if an emergency arises (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, Redmond shall promptly notify the Contractor of its intent to exercise its rights.

If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to Redmond (in Redmond's sole discretion) to remedy the stated reason and the efforts continue in good faith, Redmond may opt not to exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period or does not undertake efforts satisfactory to Redmond to remedy the stated reason, Redmond may, at its option, immediately terminate this Contract.

If Contractor abandons or violates any material provision of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to Redmond for noncompliance, and fails to correct the same, Redmond, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. Redmond shall send a copy of the notice to the Contractor and surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees to discontinue the services provided under this Contract promptly. The surety of the Contractor's performance bond may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that Redmond has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

If the surety on the Contractor's performance bond fails to exercise its option within ten (10) days, Redmond may complete the Services provided under this Contract or any part thereof, either through a contract with another party or any other means.

Redmond shall be entitled to recover from Contractor and the surety on Contractor's performance bond as damages all expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by Redmond. A surety performing under this Contract shall be entitled to payment under this Contract for Contract services provided by the surety and shall otherwise be subject to the same rights and obligations concerning the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. Redmond's obligation to pay for such Contract services shall be subject to satisfactory performance by the surety and to setoffs or recoupments for sums, if any, owed by Contractor to Redmond on account of Contractor's abandonment or default.

If Redmond employees provide Garbage, Recyclables, or Compostables collection, the actual incremental costs of labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

15 GENERAL TERMS

15.1 Notices

Routine communications between the Contractor and Redmond's contract manager shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership, non-routine rate requests, or Contract default shall be emailed and provided in writing, personally served, or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time:

Redmond
Public Works Director
15670 NE 85th St MS 2NPW
PO Box 97010
Redmond, WA 98073-9710

Contractor
General Manager
Recology King County
801 South Fidalgo Street, Suite 100
Seattle, WA 98108

15.2 Collection Rights

Throughout the Contract Term, the Contractor shall be the exclusive provider to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the Redmond Service Area subject to this Contract. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and Redmond shall use good faith efforts to cooperate in such enforcement Contractor-initiated actions (without obligating Redmond to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as Redmond determines that its staff time reasonably allows.

When asked by the Contractor, to the degree that Redmond finds it reasonable, Redmond may make a good faith effort to protect the Contractor's exclusive rights under this Contract; however, Redmond shall not be obligated to instigate, join in or contribute to the expense of litigation to protect the Contractor's exclusive rights unless Redmond determines that it the institution of or joinder in such litigation is necessary.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

The Contractor shall retain the right and cover all costs to dispose of, process, and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or Redmond-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. The Contractor's financial responsibility shall be a tipping or acceptance fee for Recyclables or Compostables.

15.3 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and Service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by Redmond. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing Contract records that are prepared following Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. Redmond shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in Section 15.7.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

15.4 Insurance

The Contractor shall procure and maintain for the Contract Term insurance that meets or exceeds the coverage set forth below, as determined in Redmond's sole reasonable discretion at the Contractor's expense.

The Contractor's maintenance of insurance under this Contract shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit Redmond's recourse to any remedy available at law or in equity.

15.4.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

1. Automobile Liability insurance covers all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for cargo transportation and an MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of Redmond. Redmond shall be an additional insured under the Contractor's Automobile Liability insurance policy.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from an explosion, collapse, or underground property damage. Redmond shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy concerning the work performed for Redmond, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance coverage covers any bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. Redmond shall be named an additional insured under the Contractor's Pollution Liability insurance policy.

15.4.2 Minimum Amounts of Insurance

The contractor shall maintain, at a minimum, the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. A combination of primary and umbrella policies may achieve limits.

2. Commercial General Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. A combination of primary and umbrella policies may achieve limits.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
4. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

15.4.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

1. The Contractor's insurance coverage shall be the primary insurance for the operations being performed as a part of this contract, Redmond, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by Redmond shall be in excess of the Contractor's insurance and shall not contribute to it. Redmond, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies in a blanket-form endorsement.
2. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except concerning the limits of the insurer's liability.
3. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) days prior written notice has been given to Redmond. Such notice shall be sent directly to Redmond. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify Redmond of any insurance cancellation immediately upon receipt of the insurers' notification.

15.4.4 Acceptability of Insurers

Insurance must be placed with insurers with a current AM Best rating of not less than A-VII.

15.4.5 Verification of Coverage

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) days before the Effective Date.

15.4.6 Subcontractors

The Contractor will require all subcontractors (of any tier) performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation under applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate, and Automobile Liability insurance with limits of one million dollars (\$1,000,000).

15.5 Performance Bond

The Contractor shall always provide and maintain a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by Redmond for one million dollars (\$1,000,000). The bond(s) shall be issued for not less than one (1) year, and the Contractor shall provide new bond(s) to Redmond no less than sixty (60) Days before the expiration of the bond(s) then in effect. Redmond shall have the right to call the bond(s) in full if its renewal is not confirmed five (5) Days before its expiration.

15.6 Indemnification

15.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, defend, protect, and hold harmless Redmond, its elected and appointed agents, board and commission members, council, counsel, directors, employees, officers and officials, representatives, and volunteers ("Redmond Representatives") from any and all third-party claims or suits and any awards, costs, damages, judgments, liability, or payments resulting from such actions, claims, or lawsuits for damage, harm, injury, pain, or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, officers or officials, representatives, or subcontractors (of any tier) in the performance of this Contract and any rights granted hereunder.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for this indemnification. The parties have mutually negotiated this waiver.

The provisions of this section shall survive the expiration or termination of this Agreement, or to the extent such claim or demand is caused by the Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder.

This indemnity under subsection 15.6.1 includes each of the following to the extent the same is caused by the Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- (i) liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste;
- (ii) damages to natural resources caused by the Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages;
- (iii) liability for any other person's costs of responding to such release by Contractor of Hazardous Waste; and
- (iv) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws caused by the Contractor's release of Hazardous Waste. However, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage, or expense of any nature, including all costs and attorneys' fees caused by Redmond Representative's willfully tortious or negligent acts or omissions.

15.6.2 Process

The indemnification obligations set forth herein shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's written consent, before the start or culmination of any litigation. If any claim for such damages is presented to or filed with Redmond, Redmond shall promptly notify Contractor thereof, and Contractor shall have the right, at its election and sole cost and expense, to settle and compromise such claim. In the event any suit or action is filed against Redmond based upon any such claim or demand, Redmond shall likewise promptly notify Contractor thereof, and Contractor shall defend such claim at its sole cost and expense and with legal counsel agreed to by Redmond, provided, however, Contractor shall not settle any such suit or action without the express written agreement by Redmond. Redmond also has the right to defend or participate in defense of any such claim at its own cost and expense, provided that Contractor shall not be liable for such settlement of another compromise unless it has consented thereto in writing.

The Parties have mutually negotiated the provisions contained herein. Solely to the extent required to enforce the indemnification provisions of this Section 15.6.2, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by Redmond of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims not reduced to a suit and any claims which may be compromised, with the Contractor's prior written consent, before the culmination of any litigation or the institution of any litigation.

The provisions of this Section 15.6 shall survive the termination or expiration of this Contract.

15.7 Confidentiality of Information

Under the Washington Public Records Act ("PRA"), RCW Chapter 42.56, public records may be subject to disclosure upon request by any person unless the documents are exempt from public disclosure by a specific provision of law.

If Redmond receives a request for inspection or copying of any Contractor-provided documents identified as confidential and proprietary, it shall promptly notify the Contractor in writing regarding the public records request. Redmond will give the Contractor ten (10) business days after such notification to obtain a court order prohibiting the release of the documents. Redmond assumes no contractual obligation to enforce any exemption under the PRA.

15.8 Assignment of Contract

15.8.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing each Contractor's sureties' prior written approval and providing at least thirty (30) day's prior written notice to Redmond of such assignment or pledge together with a copy of each surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any contractual obligations or liabilities. The requirements of this section shall not apply to the grant of a

general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

15.8.2 Assignment, Subcontracting, and Delegation of Duties

The Contractor shall not assign or subcontract any of the services provided under this Contract or delegate any of its duties without Redmond's prior written approval, which may be granted or withheld at Redmond's sole discretion.

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract, and the assignee, subcontractor (of any tier), or another obligor shall also become responsible to Redmond for the satisfactory performance of this Contract's Services. Redmond may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or another obligor of its covenant to Redmond to fully and faithfully complete the Services or responsibilities required under this Contract. Additionally, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. Redmond may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude Redmond from executing a novation, allowing the new owner(s) to assume the rights and duties of the Contract and releasing the previous owner(s) of all obligations and liability.

15.8.3 Change of Trade Name

If the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to Redmond at least thirty (30) days before the effective date of its change of trade name. Within a reasonable period following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with a new trade name and any new logo or colors within two (2) years of the effective date of the trade name change. Failure to comply with the terms of this section shall result in performance fees assessed against the Contractor under Section 14.1.

15.9 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. No conflict of laws shall be considered or applied. Venue shall be the King County Superior Court.

15.10 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work under this Contract. Any violation of the provisions of this section shall be considered a material violation of this Contract and shall be grounds for performance fees, cancellation, termination, or suspension of the Contract by Redmond and may result in ineligibility for further work for Redmond.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of age, color, creed, disability, gender, gender identity, gender orientation, gender preference, marital status, national origin, race, religion, sex, sexual orientation or preference, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, the Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time to time must be complied with, including ergonomic and repetitive motion requirements. The Contractor shall indemnify and hold harmless Redmond from all damages, injuries, or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, state, and local health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is directed to observe all weight-related laws and regulations in performing these services, including axle bridging and loading requirements.

15.11 Permits and Licenses

The Contractor and subcontractors shall secure a Redmond business license and pay all fees and taxes. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein before the Effective Date at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

15.12 Relationship of Parties

Redmond and Contractor intend that this Contract shall create an independent contractor relationship. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed Redmond Representatives as defined in Section 15.8.1 above.

15.13 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, payment for recyclables, or other related services only when not included

in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. Upon Redmond's request, the Contractor shall provide Redmond with a detailed list of all such separate agreements with Customers. Redmond may, at its sole option, regulate similar or identical services in the successor to this contract.

15.14 Bankruptcy

It is agreed that if an order for relief in favor of the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of Redmond, may be terminated effective on or after the day and time the order for relief is entered.

15.15 Right to Renegotiate/Amend

Redmond shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, county rule changes, state or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to county disposal services. Redmond may also renegotiate this Contract should voters reject any state, county, or city rate or fee associated with the Contract be held illegal or any increase thereof. In addition, the Contractor agrees to renegotiate in good faith with Redmond in the event Redmond wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program under Section 4.15, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of Redmond and the Contractor.

15.16 Force Majeure

Provided that the requirements of this section are met, the Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if the Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and the Contractor could not have prevented that through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only for the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring concerning any activity

performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If, as a result of a Force Majeure event, the Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify Redmond by phone and email, on or promptly after the Force Majeure is first known, followed within seven (7) Days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on Redmond and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event occurs, the Contractor, as promptly and reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if, due to a Force Majeure event, the Contractor cannot wholly or partially meet its Contractual obligations, the Contractor shall notify all Customers regarding the disruption in collection service consistent with the notification required in the case of inclement weather under Section 4.8.

15.17 Severability/Illegal Provisions

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall remain in full force and effect.

15.18 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to exercising the same right on any subsequent occasion or of any other right at any time.

15.19 Incorporation of Contractor's Proposal in Response to Redmond's RFP

The Contractor's Proposal, dated January 11, 2024, submitted in response to Redmond's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, Customer Service staffing and approach, processing abilities, and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

15.20 Dispute Resolution

The Parties shall attempt to resolve all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved following other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to Redmond and the Contractor. The Contractor shall pay all mediation costs and Redmond's attorneys' and expert witness fees. Neither party may initiate or commence legal proceedings before the completion of the non-binding mediation. The prevailing party in the suit shall be entitled to attorneys' fees in litigation.

15.21 Entirety

This Contract and the exhibits affixed hereto and herein incorporated by reference represent the entire agreement between Redmond and the Contractor concerning the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

RECOLOGY KING COUNTY INC.

CITY OF REDMOND

By _____
Salvatore M. Coniglio
Chief Executive Officer

By _____
Angela Birney
Mayor

Attested:

By _____

City Clerk

Approved as to Form:

By _____

City Attorney

EXHIBIT A - Service Area Map

EXHIBIT B - Contractor Rates (2024\$)

Residential Curbside Services	Disposal	Collection	Total
Monthly Service (\$/Month)			
32/35 Gallon Monthly Garbage Cart	\$0.86	\$6.66	\$7.52
Weekly Services (\$/Month)			
10 Gallon Garbage Cart	\$1.81	\$9.78	\$11.59
20 Gallon Garbage Cart	\$3.62	\$14.45	\$18.07
32/35 Gallon Garbage Cart	\$6.19	\$18.61	\$24.80
64 Gallon Garbage Cart	\$10.88	\$37.36	\$48.24
96 Gallon Garbage Cart	\$16.33	\$58.58	\$74.91
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Compostables Services			
Extra Compostables, Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Extra Weekly Compostables Cart & Service (\$/Month)		\$7.79	\$7.79
Miscellaneous Cart Services			
Return Trip (\$/Pickup)		\$7.79	\$7.79
Roll-out Charge, Per 25 Feet (\$/Month)		\$3.89	\$3.89
Drive-in Charge (\$/Month)		\$5.84	\$5.84
Wildlife-Resistant Carts (\$/Month)		\$2.92	\$2.92
Cart cleaning (\$/Event)		\$9.74	\$9.74
Redelivery of All Carts After Service Cancel (\$/Event)		\$19.49	\$19.49
On-Call Bulky Waste Collection (\$/Unit)			
White Goods, Except Refrigerators		\$38.98	\$38.98
Refrigerators & Freezers		\$58.47	\$58.47
Mattresses, Sofas & Chairs		\$43.85	\$43.85
Tires		\$9.74	\$9.74
Miscellaneous Garbage (\$/Cubic Yard)		\$29.23	\$29.23
MF & Commercial Carts			
Weekly Garbage Services (\$/Month)			
32/35 Gallon Garbage Cart	\$6.19	\$31.51	\$37.70
64 Gallon Garbage Cart	\$10.88	\$65.18	\$76.06
96 Gallon Garbage Cart	\$16.33	\$69.08	\$85.41
Extra Garbage Cans/Bags (\$/32 Gal. Unit)	\$1.43	\$5.38	\$6.81
Weekly Compostables Service (\$/Month)			
Extra Weekly Compostables Cart, 64 gallon		\$13.74	\$13.74
Extra Weekly Compostables Cart, 96 gallon		\$15.85	\$15.85
Weekly Compostables, 2 cubic yard container		\$67.59	\$67.59
Weekly Compostables, 4 cubic yard container		\$135.26	\$135.26
Weekly lining of Compostables Cart, per month		\$4.87	\$4.87
Extra Compostables Cans/Bags (\$/32 Gal. Unit)		\$3.89	\$3.89
Miscellaneous Fees			
Locking/Unlocking Garbage Cart or Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip (\$/Pickup)		\$11.69	\$11.69

Carry-out Charge, Per 25 Feet (\$/Month)	\$3.89	\$3.89	
Drive-in Charge (\$/Month)	\$5.84	\$5.84	
Cart Cleaning (\$/Event)	\$9.74	\$9.74	
Redelivery of Carts After Service Cancelled (\$/3 Carts)	\$19.49	\$19.49	
MF & Commercial Permanent Detachable Containers	Disposal	Collection	Total
Compacted Detachable Containers (\$/Month/Weekly Pickup/Container)			
2 Cubic Yard	\$228.24	\$378.18	\$606.42
3 Cubic Yard	\$342.34	\$536.41	\$878.75
4 Cubic Yard	\$456.46	\$680.07	\$1,136.53
6 Cubic Yard	\$684.69	\$1,012.45	\$1,697.14
1 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$38.04	\$151.38	\$189.42
2 Pickups/Week/Container	\$76.09	\$272.20	\$348.29
3 Pickups/Week/Container	\$114.15	\$390.46	\$504.61
4 Pickups/Week/Container	\$152.20	\$510.42	\$662.62
5 Pickups/Week/Container	\$190.26	\$630.51	\$820.77
1.5 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$57.05	\$211.16	\$268.21
2 Pickups/Week/Container	\$114.11	\$389.12	\$503.23
3 Pickups/Week/Container	\$171.16	\$561.27	\$732.43
4 Pickups/Week/Container	\$228.23	\$735.91	\$964.14
5 Pickups/Week/Container	\$285.28	\$910.64	\$1,195.92
2 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$76.05	\$250.90	\$326.95
2 Pickups/Week/Container	\$152.12	\$464.47	\$616.59
3 Pickups/Week/Container	\$228.18	\$675.58	\$903.76
4 Pickups/Week/Container	\$304.25	\$880.44	\$1,184.69
5 Pickups/Week/Container	\$380.31	\$1,090.01	\$1,470.32
3 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$114.11	\$344.90	\$459.01
2 Pickups/Week/Container	\$228.23	\$647.86	\$876.09
3 Pickups/Week/Container	\$342.34	\$947.24	\$1,289.58
4 Pickups/Week/Container	\$456.46	\$1,246.56	\$1,703.02
5 Pickups/Week/Container	\$570.58	\$1,545.87	\$2,116.45
6 Pickups/Week/Container	\$684.69	\$1,831.96	\$2,516.65
4 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$152.16	\$416.51	\$568.67
2 Pickups/Week/Container	\$304.33	\$779.41	\$1,083.74
3 Pickups/Week/Container	\$456.50	\$1,137.72	\$1,594.22
4 Pickups/Week/Container	\$608.67	\$1,495.99	\$2,104.66
5 Pickups/Week/Container	\$760.85	\$1,840.72	\$2,601.57
6 Pickups/Week/Container	\$913.01	\$2,212.77	\$3,125.78
6 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$228.23	\$486.33	\$714.56

2 Pickups/Week/Container	\$456.46	\$892.55	\$1,349.01
3 Pickups/Week/Container	\$684.69	\$1,292.82	\$1,977.51
4 Pickups/Week/Container	\$912.94	\$1,693.11	\$2,606.05
5 Pickups/Week/Container	\$1,141.17	\$2,093.44	\$3,234.61
6 Pickups/Week/Container	\$1,369.40	\$2,473.69	\$3,843.09
8 Cubic Yard Uncompacted Container (\$/Month)			
1 Pickup/Week/Container	\$304.33	\$597.70	\$902.03
2 Pickups/Week/Container	\$608.67	\$1,104.41	\$1,713.08
3 Pickups/Week/Container	\$913.01	\$1,603.97	\$2,516.98
4 Pickups/Week/Container	\$1,217.36	\$2,103.55	\$3,320.91
5 Pickups/Week/Container	\$1,521.70	\$2,603.05	\$4,124.75
6 Pickups/Week/Container	\$1,826.04	\$3,102.62	\$4,928.66
Extra Garbage			
Extra Garbage (\$/Cubic Yard)	\$8.78	\$25.32	\$34.10
Miscellaneous Fees:			
Lock/Unlock Weekly Garbage Container/Enclosure (\$/Month)		\$4.87	\$4.87
Return Trip, Per Pickup		\$11.69	\$11.69
Container Weekly Roll-out > 25 Feet, Per 25 Feet (\$/Month)		\$9.74	\$9.74
Detachable Container Cleaning (\$/Event)		\$29.23	\$29.23
Temporary Detachable Containers			
	Disposal	Collection	Total
Temporary Container Hauling (\$/Haul)			
2 Cubic Yard Detachable Container	\$17.56	\$72.53	\$90.09
4 Cubic Yard Detachable Container	\$35.13	\$114.91	\$150.04
6 Cubic Yard Detachable Container	\$52.70	\$163.37	\$216.07
Temporary Container Rental & Delivery			
Delivery for Temp Detachable Container (\$/Event)		\$22.49	\$22.49
Daily Rental for Temp Detachable Container (\$/Day)		\$2.73	\$2.73
Monthly Rental for Detachable Container (\$/Month)		\$83.68	\$83.68
MF & Commercial Drop-box Collection			
	Disposal	Collection	Total
Drop-box Hauling (\$/Haul)			
Non-compacted 10 - 40 Yard Drop-box		\$231.22	\$231.22
Compacted 10 - 40 Yard Drop-box		\$311.91	\$311.91
Temporary Drop Box Rental & Delivery			
Delivery Temp Non-compacted Drop-box (\$/Event)		\$58.46	\$58.46
Daily Rental Temp Non-compacted Drop-box (\$/Day)		\$14.19	\$14.19
Monthly Rental Temp Non-compacted Drop-box (\$/Month)		\$260.44	\$260.44
Miscellaneous Fees			
Addl Mileage to Haul to Other Sites (\$/One Way Mile)		\$2.92	\$2.92
Return Trip (\$/Pickup)		\$14.61	\$14.61
Stand-by Time (\$/Minute)		\$1.46	\$1.46
Drop-box Turn Around Charge (\$/Event)		\$14.61	\$14.61
Solid Drop-box Lid Charge (\$/Month)		\$24.36	\$24.36

Other Services	Disposal	Collection	Total
Truck & Driver (\$/hour)		\$194.92	\$194.92
Additional Labor (\$/Hour/Person)		\$87.71	\$87.71
Event Services			
Delivery, Provision, Collection (\$/Event/3 Carts-G, R, & C)		\$29.23	\$29.23

EXHIBIT C - Recyclable Materials to be Collected

Recyclable Item	Customer Preparation Instructions	Limitations
Aluminum & Tin – All food and beverage cans, trays, pie tins, and containers.	Empty, clean, and secure lids and place them in Recycling Container.	Food and beverage containers must be empty and clean.
Corrugated Cardboard – All corrugated cardboard boxes.	Flatten corrugated cardboard boxes and place them in or next to Recycling Container.	No larger than 3' x 3' in size; larger boxes shall be cut down to size.
Glass Containers – All colored or clear glass jars and bottles.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean.
Paper – All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, and paper cups.	Place clean, dry paper in Recycling Container.	All paper must be clean.
Plastic Containers – All colors of plastic bottles, jugs, tubs, and cups.	Empty, clean, remove lids and place in Recycling Container.	Food and beverage containers must be empty and clean. Plastic containers with hazardous or toxic products, such as motor oil or pesticides are excluded.
Scrap Metal – All ferrous and non-ferrous scrap metal. Free of wood, rubber, and other contaminants.	Small items: Place in Recycling Container or secure (e.g. bundle or box) next to Recycling Container.	Small items: Less than two feet (2') by two feet (2') and thirty-five (35) lbs. Less than five percent (5%) non-metal parts.
	Large items: Call to request pickup at least twenty-four (24) hours before regular service day.	Large items: Larger than two feet (2') by two feet (2'). Call to request a pick-up. Single-family only.
Styrofoam – All packaging blocks.	Bagged, labeled and set-out next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Textiles – Used clothing, shoes and other textiles in any condition.	Bagged and labeled next to the recycling cart	Limit one (1) bag per pickup. Single-family only.
Used Motor Oil – Pure motor oil.	Seal uncontaminated motor oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Used Cooking Oil – Pure liquid cooking oil of all types (vegetable, canola, etc.) and kitchen grease.	Seal uncontaminated cooking oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with names and addresses and place them next to Recycling Cart.	Limit three (3) gallons per pick-up. Single-family only.
Small Electronics – Batteries, compact florescent or LED light bulbs, and small electronics and appliances.	Bagged, labeled and set-out next to the recycling cart.	Limit one (1) bag per pickup. Single-family only.

EXHIBIT D - Rate Modification Examples

The 2024 customer prices listed in Exhibit B Contractor Rates will be adjusted annually as demonstrated below and described in Section 13.3.

Collection Component Adjustment

The collection components (CC) and miscellaneous fees of the Contractor Rates will be adjusted by the amount of the CPI change each year, as follows: $nCC = pCC \times nCPI / oCPI$

<i>Where</i>	nCC	=	The new collection charge component of the Customer rate for a particular service level
	pCC	=	The previous collection charge component of the Customer rate for a particular service level
	nCPI	=	The most recent CPI value
	oCPI	=	The previous period's CPI value

If the monthly collection component for a weekly 35-gallon cart was \$18 per month for 2024 and the previous CPI Half1 for the period ending June 2023 was 331.0, with a new CPI Half1 for the period ending June 2024 of 345.0 then the new collection component of the rate will increase to \$18.76 on January 1, 2025.

$$\text{New Collection Component} = \$18 \times 345 / 331 = \$18.76$$

For calendar years 2028 to 2031 only, the collection components and miscellaneous fees shall be adjusted by the change in the CPI, as described above, plus one-half percentage point, as follows:

$$nCC = pCC \times (nCPI / oCPI + 0.005)$$

If the monthly collection component for a weekly 35-gallon cart was \$18 per month with the CPI as described above then the new collection component of the rate would increase to \$18.85.

$$\text{New Collection Component} = \$18 \times (345 / 331 + .005) = \$18.85$$

Composite Disposal Fee Adjustment

The disposal components of the Contractor Rates listed in Exhibit B will be adjusted annually based on changes in the County Fixed Annual Charge per Ton (FACT) and the County Tipping Fee (TF). Any changes to disposal components will not become effective until new County disposal fees become effective and are charged to the Contractor. The disposal components for each service will be adjusted as follows:

Step 1: $nFACT = nFAC / nTONS$

Step 2: $nCDF = nFACT + nTF$

Step 3: $nDC = oDC \times (nCDF / oCDF)$

Where:

nFACT	=	FAC per ton
nFAC	=	Redmond's share (\$/year) of new Fixed Annual Charge owed by Contractor to County
nTONS	=	County-estimated Redmond garbage tons for the upcoming year
nCDF	=	New Redmond Composite Disposal Fee for the upcoming year (\$/ton)
nTF	=	New County Tipping Fee (\$/ton)
oDC	=	Old disposal component of the customer rate for a particular service level
oCDF	=	Old Composite Disposal Fee (\$/ton)
nDC	=	New disposal component of the Customer rate for a particular service level

For example, if the 2025 King County FAC is \$23,500,000 and the estimated 2025 tonnage is 660,000, then the new Per-Ton FAC would be \$35.61. If the new County Tipping Fee is \$160.00 per ton, then the new Annual CDF would be \$195.61 per ton starting January 1, 2025:

$$\text{New Per-Ton FAC} = \$23,500,000 / 660,000 = \$35.61 \text{ per ton}$$

$$\text{New Annual CDF} = \$35.61 + \$160.00 = \$195.61 \text{ per ton}$$

And if the old monthly disposal component for a weekly 35-gallon cart was \$6.00, with old Annual CDF at \$185.68 per ton, the new disposal component of the Customer rate will be \$6.32:

$$\text{New disposal component} = \$6.00 \times \$195.61 / \$185.68 = \$6.32$$

Thus, the new customer charge for one 35-gallon cart per week Residential Curbside as of January 1, 2025 will be \$18.76 plus \$6.32, equaling \$25.08 per month.

Attachment C

Contract Enhancements	Current Contract	New Contract
Curbside collection of hard to recycle items including Styrofoam, batteries, textiles, lightbulbs		X
Battery recycling from City Facility collection locations		X
Hiring Preference for current drivers, workers to keep pay and benefit accruals from their current Teamsters Local 117 or 174 contract		X
Electric route manager vehicles		X
New CNG collection trucks	X	X
Updated curbside recyclables list		X
Free annual curbside bulky item pickup for all residential customers		X
Option to implement every other week garbage collection service for curbside residential customers		X
Option to implement Internal City billing		X
Extra compostables setouts for free for two weeks following a storm event for residential customers		X
Christmas Tree Recycling for Multifamily Buildings		X
Embedded Organics service for multifamily and commercial customers in support of the Washington Organics Law		X
Rate for Special Event Services in compliance with Washington State event recycling requirements, which includes garbage, recycling, and compost services as a bundle		X
Pilot multifamily recycling item kiosks for hard to recycle items at some properties (20 per year)		X
Recology Store for bill pay, customer service, education, and hard to recycle item drop off for all residents		X
On call for fee street cleaning, litter abatement, and graffiti removal services		X
Local call center with hours 7 am to 7 pm mon-fri, and 8 am to 7 pm sat and sun. (currently 8 am to 5 pm mon-fri) All calls answered by a call center rep during these hours, not a voicemail or AI agent		X
Two full time waste zero staff to provide education and outreach to aid in achieving waste diversion goals, and contamination reduction education and outreach		X
Robust reporting requirements for waste diversion	X	X
Low income senior, and low income disabled service discount of 50% off listed rates.		X
CPI increase limited to 5% (formerly 6%) annually		X
Wildlife Resistant Carts available for low cost		X
Collection hours set citywide, 7am to 6pm.		X
Slotted Lid Program for recycling dumpsters to prevent contamination	X	X
Enhanced contract performance fees		X
Employee Owned Company ESOP		X
Signed on to the Basel Convention for recycling		X

City of Redmond, Washington
Purchasing Division, M/S: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

RFP 10795-23
REQUEST FOR PROPOSALS
SOLID WASTE SERVICES

Redmond is requesting Proposals from qualified firms for residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recycling and compostables. The contract term will be ten (10) years, with the opportunity for one two-year extension.

Posting Date: October 11, 2023
Proposals Due: January 11, 2024 at 3:00PM (PST)

Redmond’s current service contract with Waste Management ends on December 31, 2025, and Redmond will not be exercising the final two-year extension to December 31, 2027.

Redmond seeks to continue most existing solid waste collection system components under one contract along with service enhancements, including updates to contract language and standards as described in Section 3 and in Attachment C Draft Base Contract. Redmond also seeks proposed costs for several alternatives to the base contract.

Request for Proposal (RFP) Contents

REQUEST FOR PROPOSALS SOLID WASTE SERVICES1
1 RFP SCHEDULE AND COORDINATOR2
2 BACKGROUND AND CURRENT SERVICES2
3 RFP PRIORITIES AND REQUESTED SERVICES3
4 PROPOSER INSTRUCTIONS.....6
5 PROPOSAL CONTENT12
6 REDMOND REVIEW AND EVALUATION.....18
7 ADDITIONAL INFORMATION21

Attachments

- A. Proposal Non-Price Forms
- B. Proposal Price Form
- C. Draft Base Contract
- D. Current Services Data
- E. Redmond Prices 2023
- F. Industry Review Comments

1 RFP SCHEDULE AND COORDINATOR

Redmond has set the following **RFP schedule** for the receipt and review of the proposals. Redmond reserves the right to modify this schedule if deemed necessary.

Release Industry Review Draft	August 11, 2023
Industry Review Comments	3:00 PM PDT September 8, 2023
Final RFP Posted & Distributed	October 11, 2023
First Round Proposer Questions	3:00 PM PST November 7, 2023
Second Round Proposer Questions	3:00 PM PST December 8, 2023
Proposals Due	3:00 PM PST Jan 11, 2024
Proposal Evaluation & Selection	January & February 2024
Finalization of Contract	March & April 2024
Redmond City Council Authorization	May& June 2024
Redmond Executes Contract	July 2024
Start of Collection Services	January 1, 2026

All communication regarding this RFP must be through the **RFP Coordinator** listed below:

Adam O’Sullivan	Email: aosullivan@redmond.gov
Purchasing Supervisor	Phone: 425-556-2199

As described in Section 4.3 Process Integrity, *any communications related to this RFP or subsequent evaluation and negotiations with any other City staff, representatives or elected officials shall not be binding and may be grounds for proposer disqualification.*

2 BACKGROUND AND CURRENT SERVICES

Redmond’s current contract provides garbage, recyclables and compostables services to all residents and businesses. Commercial recycling and compostables services are also provided by open market vendors outside of the contract. Redmond’s current population is approximately 80,000.

Waste Management has provided contracted services in Redmond since 1995. The WM partnership has successfully serviced residents and businesses over the decades with improvements that have supported Redmond to be a regional recycling and composting leader.

Single-family residences receive weekly garbage, recycling and compostables services. The recycling and compostables services are embedded in garbage prices. Single-family customers are provided curbside pickup of special item recycling materials placed on or near the cart, such as electronics, small appliances, and motor oil.

Multifamily and commercial properties are serviced with a variety of frequencies from carts, detachable containers, or drop-box containers for garbage, carts or detachable containers for recycling, and carts for compostables. Compostables carts are relined during each service with compostable bags. The current contract provides for multifamily and commercial recycling services embedded in garbage prices, for a recycling volume up to 200% of each customer's subscribed garbage volume. Multifamily and commercial recycling services generally accept the same materials as single-family recycling. Special item recycling is not provided at multifamily or commercial sites. Redmond pays the cost of weekly or twice per week compostables cart service for multifamily and commercial sites, with no charges to the customer.

Customer service and billing is provided by the contractor, who produces and distributes public information about recycling, collection schedules, and promotes new collection services. Redmond administers the collection contract, coordinates with state, regional, and local agencies, develops and administers solid waste policy, and coordinates waste reduction and recycling outreach within the service area.

Residential and commercial services are not mandatory. Current service levels and participation rates, as reported by the current contractor, are provided in the Appendix B Price Form and in Appendix D Current Service Data. Customer counts have not been independently confirmed by Redmond and proponents are encouraged to perform their own investigation to confirm customer data as desired. Appendix E provides 2023 customer rates under the current service provider.

Additional information about current service may be obtained from WM's Redmond service website: www.wmnorthwest.com/redmond.

3 RFP PRIORITIES AND REQUESTED SERVICES

3.1 RFP Priorities

Redmond has identified the following priorities:

1. Continue desired and reliable services
2. Minimal customer rate increases
3. Robust and responsive customer service (and option for city billing)

4. Strong city-contractor collaboration
5. Leading innovation and sustainability
6. Clear and open RFP process (with multiple proposals)
7. Clearly set performance expectations

In addition, Redmond's focus on *innovation and sustainability*, supports alignment with key local and regional solid waste policies, including:

- **Redmond Utilities Strategic Plan 2020** focusses on increasing waste diversion to 70% by 2030 (up from 47% diversion today) and decreasing contamination to 5% in recycling and compost by 2040.
- **Redmond Environmental Sustainability Action Plan 2018** targets 50% reduction in GHG emissions by 2030, 70% waste diversion by 2030, and zero waste of resources by 2050.

The RFP structure and terms, sample base contract, proposed alternatives, and evaluation process are intended to support these priorities.

3.2 Requested Base Services

Redmond requests proposals from qualified proposers for garbage, recyclables, and compostables collection for all sectors, disposal through the King County Disposal System, and the processing and marketing of collected recycling and compostables. The future contractor shall start services under the awarded contract on **January 1, 2026**.

The service descriptions in this section provide a general overview and summary of Redmond's requested services. Proposers must carefully review Attachment C Draft Base Contract for the detailed and specific service and contract requirements. Through this RFP, Redmond is seeking to continue most existing solid waste services and components under one new contract, while updating the contractor partnership to improve customer services, expand opportunities, and support other city goals.

The new contract will continue current service frequencies, materials, and options for all sectors and wastes, as described in Section 2, while adding a few restrictions and enhancements. Current Single-family service levels continue for the new contract, with block Styrofoam pickup added next to recycling carts. Wildlife resistant carts will be added for single-family services on a fee basis.

The new draft contract provides unlimited multifamily and commercial recycling, up to a maximum of 8 cubic yards per week, instead of the current maximum volume 200% of subscribed garbage services. The RFP base contract adds embedded compostables cart services for all requesting multifamily and commercial customers. The embedded compostables service is limited to two carts collected weekly or one cart of any size collected twice per week. The base services also introduce subscription fee-based 2-yard and 4-yard detachable compostables container services for requesting multifamily and commercial customers.

Specifications for base operations include a new collection fleet fueled with renewable natural gas, renewable diesel, or other state-qualified low carbon fuels, and electric support vehicles. The selected contractor will provide color-coded and leak proof waste containers. Redmond's current contract includes provisions allowing Redmond to take over ownership of all carts and allows for the purchase of remaining detachable containers at the end of the contract for a cost of 50% of the average cost for new containers.

The contractor shall be responsible for providing all customer service functions relating to service delivery, including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching drop-box container pick-ups and special collections, and directly billing all residential and commercial customers. The contractor will provide low-income discount, at 50% of the monthly service fee, for qualified single-family customers. Redmond has currently approved approximately 100 qualified customers.

The contractor shall produce and distribute public information about recycling, collection schedule changes (such as holiday hours), and the promotion of new collection Services. The contractor will have primary responsibility for all customer materials (subject to Redmond's input and review).

3.3 Requested Alternative Services

Redmond has identified several service alternatives for which it seeks pricing. Proposals will provide price variation for these on Attachment B. Price Form. Proposers will also provide context for their alternative price responses as part of Section F in their proposal. Omitting pricing from one or more alternatives can result in a determination that a proponent's proposal is non-responsive.

- A. Every other week Garbage for Single-family** - The base contract includes weekly single-family garbage collection. As part of the effort to encourage diversion, reduce traffic, and reduce fuel consumption in line with sustainability goals, Redmond proposes to reduce collection frequency in the future. Enter the amount of fee reduction per month per single-family customer to provide every-other-week garbage collection (any container size).

- B. Subscription-based Multifamily and Commercial Compostables Collection** - The base contract offers limited embedded cart-based compostables services to multifamily and commercial customers and subscription-based detachable container compostables services. Under this alternative, all compostables services would be subscription-based and customers would pay a monthly subscription fee for the services. Please provide the annual decrease in dollars per year to your initial multifamily and commercial annual gross revenue requirement associated with this alternative, along with monthly customer fees for cart-based compostables services.

- C. **Commercial Recycling Limited to 200% of Garbage** – The base contract offers unlimited recycling to commercial customers, up to 8 cubic yards per week. Under this alternative, commercial customers would be limited to recycling services not exceeding 200% of each customer’s monthly garbage service, or up to 8 cubic yards per week, whichever is less. Please provide the annual decrease in dollars per year to your initial multifamily and commercial garbage annual gross revenue requirement if this contract change were implemented.

- D. **City Customer Billing** - The base contract has contractor providing all retail billing and revenue collection for all customers and services. Under this alternative, Redmond would perform all customer billing and revenue collection through Redmond combined utility billing. The contractor would continue to provide customer service for all service questions, changes and modifications, and Redmond would handle customer billing questions. The contractor would pay all service, processing and disposal costs and invoice the City monthly. Please provide the annual decrease in dollars per year to your initial gross revenue requirement associated with this alternative.

- E. **Phased Electric Collection Truck Implementation** – The base contract specifies a *new* low-carbon fueled collection fleet with electric support vehicles. This alternative specifies a low-carbon fueled collection fleet of route trucks that are *up to 10-years old* and incorporates a phase in of two battery electric route trucks in 2026 or sooner, two more EV trucks in 2027 or sooner and two more in 2028 or sooner. Please provide the annual rate increase (+) or decrease (-) in your initial gross revenue requirement associated with this alternative.

- F. **New Garbage and Compostables Carts** – The base contract allows the contractor to continue using currently deployed carts and repair or replace them during the contract. This alternative specifies that the contractor replace all single-family garbage containers with new black carts and all single-family compostable containers with new green carts prior to March 31, 2026. Please provide the cost increase per month per single-family customer to provide and deliver new single-family garbage and compostable carts.

3.4 **Proposer Variations**

Redmond encourages proposers to provide feedback in their proposal on innovations and variations to the draft base contract and RFP terms that align with the RFP Priorities in Section 3.1 and could enhance services or reduce costs for Redmond customers. Redmond will consider suggested variances during proposal evaluation and could pursue desirable variations during interviews and/or final negotiations.

4 **PROPOSER INSTRUCTIONS**

4.1 **RFP Documents, Notifications and Questions**

Proposers shall email the RFP Coordinator, listed in Section 1, of their interest by the due date of the first round of proposer questions, including the name, email address, and phone number of the person to whom the RFP communications, addenda and related information should be directed. Redmond will provide addenda and other subsequent information to proposers that have emailed the RFP Coordinator as described above.

Proposers will carefully examine all proposal documents, as provided by the RFP Coordinator, for compliance with RFP requirements. In making the proposal documents available, Redmond does so only to obtain proposals and does not confer a license or grant for any other use of these documents.

Proposers will inform Redmond in writing of any questions, comments, conflicts, objections, errors, omissions, or other clarifications on any document or portion of the proposal documents, including but not limited to the base contract requirements. Potential proposers shall include objection to any RFP or base contract terms that the Proposer cannot meet and/or that a proposer believes could be preferential to a particular party.

RFP questions must be received by the time and date listed in the Section 1 RFP Schedule to be considered. Redmond will provide written responses on all questions for all interested proposers that provided notice of interest as described above. Proposers shall note receipt of all addenda on the completed Form 4 (Certification) submitted with a Proposal. Redmond reserves the right to modify the RFP, proposed base contract or any other proposal documents before the receipt of proposals with notice to parties that submitted a written notice as described above.

4.2 Process Integrity Requirements

Each proposer is individually and solely responsible for ensuring compliance with the Process Integrity Requirements, as described in this section. This responsibility extends to potential proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged to develop or support a proponent's proposal or proposed services. Proposers shall comply as follows:

- All solid waste collection service-related communications with Redmond shall be only through Redmond's RFP Coordinator identified in Section 1. Proposers or their agents shall not contact other Redmond staff, appointed or elected officials, consultants retained by Redmond, or other agents of Redmond regarding solid waste collection Services from the time the industry review version of the draft is made available to prospective proposers until the time a finalized Contract and/or Redmond recommendation of selected proposer is made public in the City Council agenda packet. Operations staff for the current contractor may continue to coordinate with Redmond contract administration staff on day-to-day operations but can only communicate regarding this RFP with the RFP Coordinator.
- When seeking information from Redmond to prepare a response, proposer shall rely only on written information, RFP materials, and Addenda provided by Redmond's RFP

Coordinator. Any reliance on other information and publications by Redmond may result in a non-responsive Proposal due to inaccurate or incomplete information. Redmond shall not be liable or responsible for inaccuracies or incomplete information outside the RFP and proposal documents, including any attachments.

- Any information and materials to be utilized by Redmond during the proposal evaluation and selection process shall be included as part of the original proposal. The only exception would be for information or materials submitted in response to a specific request for proposal clarification from Redmond's RFP Coordinator.

A proposer may be disqualified and, if so, shall forfeit its Proposal Security Bond if Redmond, in its sole discretion, determines the proposer has failed to comply with the specific Process Integrity Requirements outlined in this document, has undermined Redmond's intention of conducting a fair and transparent competitive procurement process, or has otherwise substantially diminished Redmond's ability to award a contract promptly and free of contention.

Redmond reserves the sole right to disqualify any proposer at any point in the process before contract award for failure to comply with the Process Integrity Requirements. Redmond also reserves the right to disqualify any proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that Redmond determines reflects poorly on Redmond.

4.3 Investigation of Local Conditions

Each proposer shall conduct any investigation of Redmond's service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities, and other conditions deemed necessary by the proposer to submit a responsive proposal. Each proposer shall become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of services or equipment required under the base contract.

Proposers shall, at their own expense, conduct any additional research regarding information and data that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the draft base contract, and that the Proposer deems necessary to factor into its Proposal.

Each proposer shall consider federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws, executive orders, and/or guidelines that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the draft base contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes, and fees.

Proposers are expected to be knowledgeable about the Service Area, to understand Redmond's terrain, streets, and alleys, and know the locations of carts, detachable containers, and other receptacles used for garbage, recycling, and compostables collection. Proposers are also expected to confirm and assure to Redmond's satisfaction that their equipment and personnel can make the collections and provide the Services called for under the draft base contract.

4.4 Representations

The submission of a proposal shall constitute an incontrovertible representation by the proposer that the proposer has complied with every requirement of these instructions to proposers, that without exception, the proposal is premised on proposer being able and willing to perform and furnish the Services, labor, and equipment required by the proposal documents by such means, methods, techniques, sequences, or procedures as are required by the proposal documents, and that the proposal documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the services and equipment required under the draft base contract.

4.5 Public Disclosure Notice

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary **must** be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

4.6 Proposal Preparation

City of Redmond now utilizes DocuSign for the electronic submittal of bids and proposals. This service is free of charge for bidders and does not require that a bidder have a DocuSign account to complete the signature process. Please refer to the instructions shared in the online posting for this RFP on www.redmond.gov/bids for step-by-step instructions for submitting a proposal.

The City of Redmond must receive electronically submitted proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal,

respondents acknowledge their satisfaction as to the size, scope and location of the work to be performed.

The electronically submitted proposal package shall include the Proposal Security Bond and all other required proposal documents, including completed and signed proposal forms. The Certification of Proposal – Declaration of Understanding (Form 5) shall be executed by proposer or proposer’s duly authorized officer or agent.

Proposals should include responses to all content guidance from RFP Section 5 Proposal Content and all completed proposal forms. All blank spaces in the Proposal Forms shall be completed to be considered, and no changes shall be made to any of the Proposal Forms other than those necessary to accommodate electronic signatures.

At its sole discretion, Redmond may deem any proposal non-responsive that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or unbalanced, or any Proposal that in any manner fails to conform to the conditions of this RFP. Redmond may, at its sole discretion waive irregularities in any or all Proposals.

Redmond does not require financial statements to be provided as part of proposal submittals; however, Redmond reserves the right to request supplemental materials from proposers to demonstrate to Redmond’s satisfaction that any proposer is fully capable to undertake this contract and its associated services.

By submitting a proposal, the proposer is committing to commencing collection services by **January 1, 2026**, and to comply with each term of the contract and the corresponding portion of its submitted proposal.

The proposer shall complete and sign its proposal in ink or electronically in the blank space provided. All names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in Redmond and Washington State. If not licensed, then the proposer shall provide a sworn statement that it will become licensed if selected as the successful proposer before executing the contract.

The legal name of the proposer submitting the proposal shall be typed or printed in the space provided at the bottom of each page of the proposal forms. Proposals by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power of attorney or board resolution shall be on file with Redmond before submittal of the proposal or shall be submitted with the proposal; otherwise, the proposal may be deemed non-responsive.

4.7 Non-Collusion

By submission of this proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all proposals from implicated parties.

4.8 Proposal Security Bond

Each proposal shall be accompanied by a Proposal Security Bond (PSB) made payable to the City of Redmond of thirty thousand dollars (\$30,000) and the PSB form as provided in the proposal forms.

Redmond shall retain the PSB from the selected proposer until that proposer has executed the solid waste contract with Redmond and furnished insurance and a performance and payment bond as required pursuant to the contract, whereupon the PSB shall be released. If the selected proposer fails to execute and deliver the contract, as negotiated and fails to deliver required contract documents within one week after the contract is finalized and ready for execution, Redmond may withdraw its offer to contract with the selected proposer, and the PSB of that proposer may be forfeited.

In that event, the PSB of the selected proposer shall be retained as liquidated damages by Redmond. By submittal of a proposal, the proposer agrees that this sum is a fair minimum estimate of the damages that Redmond will sustain if the selected proposer fails to execute the contract or furnish proof of insurance acceptable to Redmond. Redmond does not waive its rights to recover additional damages it incurs above the PSB amount.

The PSB of other proposers may be retained by Redmond until after (1) the contract execution or (2) 180 days after the Proposal due date, whichever is earlier, whereupon the PSB furnished by such Proposers shall be released.

4.9 Proposal Costs

Redmond shall not be responsible for any costs incurred by any proposer in preparing, submitting, or presenting its response to the RFP, interview process, or in accommodating any inquiries made during evaluation, or any expenses in connection with the finalization of the contract.

4.10 Modifying or Withdrawing Proposals

Before the time and date designated for submitting final proposals, any proposal submitted may be modified or withdrawn by written notice to Redmond. The proposer shall notify the RFP Coordinator in writing and shall include the signature of the proposer. Redmond shall only consider notice of proposal modification or withdrawal if Redmond receives it before Proposal deadline.

5 PROPOSAL CONTENT

Redmond seeks concise proposals that outline the equipment, facilities, staff, resources, and approaches that the contractor intends to use to provide services and confirm that the proposer has sufficient depth and experience. The descriptions below provide guidance for the format and content of proposals and the approach to be used development and presentation. Please do not attach unnecessary vendor information, letters of support, or other extraneous materials.

Proposals shall follow the format, content and order outlined below:

A. Executive Summary

Provide a brief overview of your proposal and highlight the key elements (max 6 pages).

B. Proposer Identification

Provide the name of your entity, home office address, Washington business address, Washington agent's name, address, email address, and telephone number, and the name, address, phone number, email address, website address, and title of the person to be contacted concerning the proposal. If proposer is a subsidiary, state the parent company name, the home office address, telephone number, and parent company website address and describe the parent company's relationship to the proposer.

State whether the person signing the proposal has the authority to sign on behalf of the Proposer. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the contract. Include documentation that proposer is duly organized and validly existing business in good standing and licensed to do business in Redmond. If a proposer is not licensed to do business in Redmond, then the proposer shall provide a sworn statement that it will secure a Redmond business license if selected as the successful proposer before executing the contract.

C. Proposed Operations

C. 1 Operations Base

Identify your proposed maintenance and support facility locations, structures, and zoning.

C.2 Fleet

Describe the type and quantities of all primary, support and spare fleet vehicles you plan to use for the contracted services. Identify vehicle chassis and body for collecting of residential, commercial, multi-family, and drop-box services, including limited access sites. Identify for each vehicle type: the number of compartments; the compartment capacity; total weight and volume capacity of the vehicle; loading characteristics; and fuel type. Clarify the state-certified low carbon fuel you will use, your expected sources, and related fuel source commitments.

Redmond desires to support electric fleet transition over the duration of the contract. Describe your experience and how you would approach moving to an electric fleet, under both the base proposal and the relevant alternative proposal.

C.3 Environmental Impacts

Outline systems, innovations and steps taken to reduce environmental impacts and greenhouse gas emissions from your local operations, including emissions commitments and estimates for 2025 and 2030. Estimate greenhouse impacts and benefits from your proposed fleet any other significant advancements. Highlight any other key elements of your regional sustainability commitments.

C.4 Waste Containers

Describe the containers and labels to be used for all waste types and customer types to meet Redmond base specifications under the proposed base contract. Clarify your initial process to clean, relabel and replace any containers transferred from the current contract. Outline your process to ensure all containers are successfully maintained and do not leak during storage or operations.

C.5 Route Management

Describe your route management system and how routes are initially developed and modified over time, how your on-board computer systems manage route progress, route changes, service exceptions, and diversions from regular routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also, clarify how the on-board system communicates with your call center account system to provide close-to-real-time updates for each customer during the collection day.

C.6 Downtown Services

Describe your approach to servicing containers in downtown Redmond while minimizing interruptions and impacts and in the right of way.

C.7 Missed Pickup Response

Describe your procedures for handling missed collections and how this approach minimizes repeat misses. Outline your approach to address customers who repeatedly report justified misses, and your approach for customers who repeatedly report unwarranted misses.

D. Recycling and Composting Operations

D.1 Contamination Reduction

Describe your preferred contamination reduction plan by sector, including thresholds for tagging and collecting versus tagging and leaving containers. Clarify content monitoring for any automated collection equipment that limits inspection during servicing. Clarify when and how relevant customers are contacted to address and monitor continuing problems, including any additional route monitoring or separate sampling. Describe service suspension and resumption thresholds and process.

D.2 Recycling Facilities

Describe your proposed recycling processing facility, including location, hours of operation, daily processing capability, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the base contract. Specifically, address how commingled materials are currently processed, and the average inbound contamination, outbound residual, and bale rejection experienced by your firm or contracted processor.

D.3 Composting Facilities

Describe fully your proposed compostables processing facility, including location, hours of operation, annual processing capability, annual permitted capacity, tons of material currently processed per day, processing capacity already committed to other jurisdictions, and the amount of that capacity needed to process the compostables collected under the base contract. If your proposed composting facility is planned but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the start of the contract.

D.4 Commodity Markets

Describe the expected destinations and markets for all recycling and compostables commodities, including your commitments for domestic processing of commodity streams. Clarify your approach and commitments to avoid challenging or lower value downstream markets such as fuels, low quality compost, exported plastics, etc. Confirm the level reporting and transparency you will provide Redmond on product destinations. Describe any compost discounts or giveaways proposed for Redmond customers.

E. Local Management and Experience

E.1 Operational Experience

Describe the experience of your team (both individuals and the corporate, partnership, or entity team) in providing the services like those requested in this RFP. Provide examples of similar services and contracts performed, including the scale of annual revenues, tonnages, and the number of customers.

Describe any significant challenges encountered in establishing service, collecting solid waste, or collecting, processing, and/or marketing recyclables or compostables, along with a description of how such significant problems were resolved to the satisfaction of customers. Provide your experience and resolutions for contract compliance, including disputes, performance fees, responsiveness, disaster recovery, labor relations, and city collaboration.

Provide references for similar projects described, with direct operational management responsibility over the Proposer's contract and complete knowledge of the proposer's detailed performance provided under that contract.

E.2 Key Personnel and Resumes

Provide the names, entity affiliation, telephone numbers, and email addresses of key individuals integrally involved in the proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

Supply the names and resumes of the principal officers, partners, or other officials of each entity involved in performing substantive responsibilities required under the contract and provide the names and resumes of the individuals who will be directly responsible for implementing the contract. At a minimum, include the general manager, operations manager(s), financial officer, outreach manager, customer service manager(s), the person who will be managing the contract with Redmond (such as, government relations manager), and other personnel with whom Redmond will have regular contact with during the administration of the contract. Describe the ownership, managerial, and/or fiduciary role of each participating companies.

E.3 Prior Litigation and Violations

List any entity, partner, holding company, or subsidiary involved in this proposal (including subcontractors directly providing services to customers), or any corporate officer that has been involved within the past five years in any litigation or arbitration, including but not limited to any action or claim: arising out of the procurement or performance of a municipal solid waste collection contract; arising out of the performance of a processing or marketing contract; arising or connected with violation of state or federal antitrust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. The above disclosure should be limited to Pacific Northwest (Washington, Oregon, Idaho, and British Columbia) operations and personnel. Summarize the general circumstances of each action or claim to the extent authorized by the non-disclosure provisions (if any).

E.4 Subcontractors

List all items of work or elements of the Services to be performed by subcontractors and the subcontractors' names, qualifications, and resumes. Also, list the equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected date of purchase, and time necessary for delivery for these purchases. Identify any subcontractor used for customer-facing operations such as container delivery or maintenance.

E.5 Staff Support

Outline your local programs to support staff and your approach to address equity and inclusion for employees.

F. Customer Support

F.1 Customer Billing and Contact Systems

Outline your overall approach to customer service and how the various elements of customer service (call center, web-based, outdial messaging, and mobile app) work together to provide excellent customer service and enhance two-way communications between contractor and customer.

Clarify the customer options through your website, opportunities for customers to interface with customer service representatives, and manage their accounts and service requests online through website and mobile app elements. Describe how service requests made via all platforms are integrated without duplicative response. Describe any recent innovations in real-time customer service and response.

Describe your customer billing system, internal controls, and privacy and cyber security protections.

F.2 Customer Contact Staffing & Performance

Provide the location and staffing levels at the call center facility that will support Redmond customers. Discuss how staffing levels are established and modified to ensure timely customer service and how new and existing staff are trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your performance. When call center staff handle calls from more than one city or service area, describe the procedures and aids used by those staff to address calls from different service areas without delay in responses or confusion to customers.

Discuss how long it takes you to respond to service calls by line-of-business, how you monitor and adapt your staffing to minimize your response time, how the resolution of each service call is performed promptly, and how this is tracked and routinely reported as part of internal performance evaluation as well as required periodic reports.

F.3 Transition Operations & Experience

Outline your proposed transition and implementation plans to ensure an efficient and successful initial implementation. Identify the major phases, timeline, and challenges for the transition and implementation plan, including procurement and delivery of vehicles, containers, and other equipment, contingency plans, and other considerations.

Describe your work with the existing contractor to ensure a smooth transfer of information and container exchanges promptly before the services start date. Identify the individuals involved in the transition and their qualifications for successful transition.

Provide your prior experiences implementing collection operations and customer services like those specified in the contract, including how the transition between the previous contractor was handled and how you developed accurate customer service level and billing data if the predecessor's records were unavailable.

F. 4 Transition and Service Outreach

Describe and provide examples of customer outreach for initial service transition and ongoing service promotion. Describe service outreach for all sectors and your approach to equity and inclusion in your outreach programs and tools you would use to reach all Redmond communities.

F. 5 City Coordination & Reporting

Provide your approach to effectively partnering with City staff. Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide reports of customer-specific information and data requested by Redmond.

G. Recycling and Composting Support

G.1 Special Item Recycling

Redmond customers appreciate convenient opportunities to recycle common items that are not acceptable in the recycling cart. Describe any additional items that you would provide curbside collect (outside of the cart) and/or at temporary or permanent free drop-off sites. Clarify special item services proposed for multifamily residents. Confirm if an appointment or request would be required, on any limitations, for curbside set-out or drop-off.

G. 2 Diversion Performance

Describe your planned approach to increase multifamily and commercial diversion levels and reduce contamination levels. Detail the communications, outreach, assistance, site visits, audits, and the technological or operational innovations you propose to increase recycling and composting, especially for commercial and multifamily sites. Provide examples of where your approaches have been effective, how effectiveness is measured, and provide informational materials developed and used by your staff.

G. 3 Outreach Staffing

Clarify the staffing, roles, and other resources committed to diversion outreach and assistance for Redmond. Identify functions or programs performed consistent with base contract outreach terms versus additional or enhanced outreach or incentive programs beyond the requirements.

H. Proposal Forms

Fully complete and attach all proposal forms from Attachment A.

I. Proposed Prices and Variations

1.1 Base Prices

Fully complete the Attachment B Price Proposal Form with all proposed unit prices for all service levels. The unit prices are to include all costs, including overhead and profit, and non-itemized taxes, fees, or surcharges imposed by federal, state, or local laws, as described on the Price Form, unless otherwise specifically directed.

The service component of the proposed prices shall be provided in **year-2024** dollars, and the disposal component will be calculated based on anticipated 2024 King County tipping fees unless Redmond directs otherwise by RFP Addendum. Both components of the rates should include Redmond's current 7.9% administrative fee.

Under the contract, a Consumer Price Index (CPI) adjustment, disposal adjustment, King County Fixed Annual Charge, and any adjustments to Redmond administrative fee will be applied to the final contract rates in 2025 before the roll-out of the new contract. The CPI adjustment is intended to reduce the proposer's risk of inflation between the time rate is proposed and the start of services.

1.2 Alternative Prices

Fully complete all alternative price adjustments in the Attachment B Price Form. Provide any relevant context and commitments for these adjustments and services.

1.3 Proposer Variations

Redmond welcomes proposed variations from the described base and alternate services and the attached Redmond draft base contract that the proposer anticipates could reduce costs or improve services to Redmond customers.

Proposer variations could include proposed changes to inflation adjustment indices, alternative fleet profile or fuel requirements, improvements to customer containers, waiving a subset of customer fees, or any other revisions that could result in significant customer benefit.

For any proposed variation, proposers should describe the reason for the recommended revision; propose specific changes to draft contract text; and clarify impact to your proposed prices.

6 REDMOND REVIEW AND EVALUATION

Redmond intends to provide a fair, open, transparent, and competitive RFP process and proposal evaluation. Proposals shall be evaluated with quantitative review of proposed prices and qualitative review non-price elements, including proposal content, reference checks, interviews, and/or site visits. Redmond's proposal evaluation committee shall review all proposals under the

steps and criteria described below with the highest combined qualitative and price scoring used to identify a recommended selected proposer.

As part of the RFP evaluation process, Redmond reserves the right to contact city staff from other jurisdictions, visit proposer's facilities, meet any of the proposer's staff and personnel, waive irregularities in any or all proposals, retain independent consultants for assistance in evaluating proposals and provide proposal materials to those consultants, seek other investigations, inquiries, reviews, or clarifications which would allow Redmond to make informed decisions.

6.1 Proposal Responsive and Proposer Qualifications (pass/fail)

Proposal will be deemed responsive if all requested information is provided in format requested, all questions answered and all forms completed, including the signed proposal bond forms. Redmond may contact any proposers meeting these initial criteria for clarification. Redmond may disqualify any proposer not meeting these initial requirements and the right to waive irregularities in the proposals.

Proposers shall submit all information related to their ability to successfully perform the work described in the RFP. Proposers who do not clearly outline their proposed services, equipment, and approaches, or clearly demonstrate their ability to perform the requested services may be disqualified.

6.2 Proposals & Proposers Review (45 points)

Redmond proposer evaluation committee will evaluate all proposals and proposers, as responsive to RFP Priorities in Section 3.1 and to all elements of Section 5, including:

- Proposed collection and processing operations, experience, and environmental impacts (15 points),
- Proposer targeted customer service approach and past performance (15 points),
- Proposed recycling and composting outreach and diversion strategies (5 points), and
- Strong alternative pricing and responsive proposer variations (10 points).

The committee will consider proposal content along with references, potential site visits, interviews with proposer staff, and any other relevant information obtained by Redmond.

Proposers must demonstrate knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and other aspects associated with the provision of services described in the RFP and draft base contract.

6.3 Base Price Review (55 points)

Redmond will compare aggregate costs for all base price proposals, based on the unit prices submitted by proposers and estimated customer counts provided by Redmond in the Attachment B Price Form. The aggregate prices shall be scored according to the following formula: *Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 55 points*

6.4 Finalist Selection

Total combined proposal scores, with price and non-price scores, shall be evaluated in comparison to other proposals or on a stand-alone basis. Contract finalization shall proceed with the selected proposer. If contract finalization with the selected proposer is not successfully concluded promptly, which is to be determined by Redmond in its sole discretion, contract finalization may proceed with another proposer. The resulting finalized contract shall be submitted to Redmond's elected officials for review and ratification.

The selected proposer is expected to be prepared to execute the draft base contract in Attachment C, as revised by the RFP addenda, without further revisions or negotiations. However, upon mutual agreement, Redmond and the selected proposer may elect to discuss further and revise elements of the draft contract (including but not limited to contract language and rates) if Redmond deems such revisions to be in the interest of Redmond customers.

Redmond reserves the right to waive any informalities or irregularities, and to disregard any non-conforming, non-responsive, irregular, or conditional proposals, and seek proposal clarifications as needed. Redmond reserves the right to reject any proposals if Redmond believes that it would not be in the best interest of the public to award, whether because a proposal is non-responsive, a proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by Redmond, or whether it is otherwise not in the best interest of the public, in its sole discretion.

Redmond reserves the right to decline to award a contract as a result of this RFP process, withdraw the RFP and reject any or all proposals, require changes in the base contract that Redmond deems necessary, issue a subsequent RFP based on refinements of concepts proposed to this RFP, discontinue negotiations with the selected proposer or any proposer, and commence discussions with any other responsive Proposer, or make arrangements for the Services in any way that best serves the public's interest.

6.5 Title VI Statement

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be

discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

6.6 Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details. The City's Technical Contact and RFP Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process.

7 ADDITIONAL INFORMATION

7.1 ERF Retiree Return-to-Work

To comply with WAC 415-02-325 (10), the City of Redmond is required to identify and report to the Washington State Department of Retirement Systems (DRS) all individuals who are working for or plan to work for Contractor in any capacity providing services under this contract to the City of Redmond and who retired from a DRS-covered employer using the DRS 2008 Early Retirement Factors (ERF). These individuals are called "2008 ERF Retirees" and are at least 55, but younger than 65. The City is also required to report any owners of Contractor who is a 2008 ERF Retiree. Prior to contract acceptance, Contractor shall submit a City of Redmond DRS Verification Form for Contractor identifying any such 2008 ERF Retirees or certifying that none are working or will work on the project and none are owners of Contractor.

7.2 Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

7.3 Americans with Disabilities Act (ADA) Information

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA>

for more information. This material can be made available in an alternate format by contacting the Customer Service Center at info@redmond.gov or 425-556-2900, option 7.
<http://redmond.gov/TitleVI>

Solid Waste Contract Decision

.....
Aaron Bert, Public Works Director

Micah Bonkowski,

Solid Waste and Sustainability Program Administrator





Purpose and Agenda

- The Public Works Department is seeking Council authorization for the Mayor to execute a new 10-year solid waste contract with Recology.
 - Solid Waste contract background
 - Request for Proposal process
 - Outcomes and contract provisions

Garbage, Recycling, and Compostables Services Contract



- Current contract with Waste Management (WM)
 - Jan. 1, 2016 - Dec. 31, 2025
 - Single two-year extension option (not exercised)
 - Redmond has not held a competitive bid process for solid waste and recycling services since 1994.
 - All new contracts with WM have been directly negotiated with the hauler.
- New contract
 - Jan. 1, 2026 – Dec. 31, 2035
- Procurement process for a new contract began in 2023



Process Timeline

- Aug. 11, 2023 - Release Industry Review Draft
- Sept. 8, 2023 - Industry Review Comments
- Oct. 11, 2023 - Final RFP Posted and Distributed
- Nov. 7, 2023 - First Round Proposer Questions
- Dec. 8, 2023 - Second Round Proposer Questions
- Jan. 11, 2024 - Proposals Due
- Feb. – March 2024 - Proposal Evaluation and Selection
- Apr. – June 2024 - Finalization of Contract
- July 2024 - Redmond City Council Authorization
- July 2024 - Redmond Executes Contract
- Jan. 1, 2026 - Start of Collection Services



Comparing Three Proposals

Regular Services Revenue(\$M/year)*	Current Contract	Option 1	Option 2	Option 3
Residential Carts	\$ 4.30	\$ 4.90	\$ 7.30	\$ 8.80
Multifamily and Commercial	\$ 10.80	\$ 13.50	\$ 15.50	\$ 13.40
Total	\$ 15.1	\$ 18.4	\$ 22.70	\$ 22.20

- Reduced Admin fee from 7.9% to 5.5%
- Maintains a stable program budget
- Negotiated to reduce rates in the first year

*Not including misc. fees, temp services, taxes, roll-off disposal, etc.

Proposal Scoring



Evaluation Elements	Max	RKC	SSR	WM
Collection and Processing operations, experience, and environmental impact	15	12	9.7	13.3
Targeted customer service approach and past performance	15	12.3	9.7	9.2
Recycling and composting outreach and diversion strategies	5	4.8	3.3	3.5
Strong alternative pricing and responsive proposer variations	10	7.7	5.7	5.5
Price	55	55	44.5	45.6
Total	100	91.8	72.9	77.1



Rates Compared to Other Cities

New Regional Contracts	Residential		Hauler	Awarded	% Residential Rate Increase for New Contract
	32 gal.	64 gal.			
Redmond Current	\$21	\$42	WM	2015	-
Redmond New	\$25	\$48	RKC	2024	16%
Issaquah	\$38	\$64	RKC	2022	75%
Kirkland	\$48	\$87	WM	2021	40%
Burien	\$49	\$65	RKC	2021	52%
Mercer Island	\$37	\$59	RKC	2019	
SeaTac	\$29	\$39	RKC	2024	17%
Tukwila	\$34	\$45	RKC	2022	84%
Maple Valley	\$38	\$49	RKC	2024	25%
Des Moines	\$44	\$59	RKC	2022	15%
North Bend	\$53	\$77	RKC	2022	63%



Rates Compared to Other Cities

New Regional Contracts	Commercial		Drop-box		Hauler	Awarded
	4 yd.	6 yd.	30 yd. non-compact	30 yd. compact		
Customer						
Redmond Current	\$466	\$593	\$200	\$268	WM	2015
Redmond New	\$569	\$715	\$231	\$312	RKC	2024
Issaquah	\$620	\$930	\$330	\$330	RKC	2022
Kirkland	\$374	\$522	\$233	\$256	WM	2021



Enhancements

Sustainability

- Expanded curbside collection to include Styrofoam, batteries, textiles, and lightbulbs.
- Two full-time Waste Zero staff focused on education and outreach
- Recology follows the Basel Convention provision to not export low-grade plastic materials.
- Embedded commercial organics service to better align with new state organics management law.

Enhancements



Customer service

- Free annual curbside bulky item pickup for all residential customers.
- A retail store location in Redmond for bill pay, customer service, education, and hard-to-recycle item drop-off.
- Local call center with expanded hours, and all calls answered by a live person.
- Low-income senior, and low-income disabled service discount of 50% off listed rates.

Miscellaneous

- Annual CPI increase limited to 5% (formerly 6%).
- Hiring preference for current Redmond drivers, allowing them to keep pay and benefit accruals from their current Teamsters Local 117 or 174 contract.



Thank You

Any Questions?

Micah Bonkowski

mbonkowski@redmond.gov





Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-110
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 Washington State Opioid Settlement with Kroger

OVERVIEW STATEMENT:

On June 7, 2022, the City Council was briefed on the first of the Attorney General’s Washington State opioid settlements and approved the City to move forward with the One Washington Memorandum of Understanding between Washington municipalities to participate in the settlement agreement. Currently, Redmond has participated in three settlement agreements, one for distributors, one for manufacturers and the third for Johnson & Johnson. The Attorney General has settled another opioid case with Kroger. Redmond is required to sign a participation and allocation agreement (see Attachment A and B), governed under the initial One Washington Memorandum of Understanding (Attachment C) to receive money from the Kroger settlement.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
One Washington Memorandum of Understanding between Washington municipalities
- **Required:**
The distribution of the opioid settlement is governed by the court approved settlement documents.
- **Council Request:**
N/A
- **Other Key Facts:**
Council has already approved Redmond’s participation in opioid settlements by signing the One Washington Memorandum of Understanding between Washington municipalities. Signing the additional agreements will ensure the City is a part of the distribution of funds from the Kroger settlement.

OUTCOMES:

To be eligible for a portion of the Kroger Washington State Opioid Settlement and ensure the settlement is finalized, cities must approve the allocation and participation agreement by August 12, 2024. In June 2022, Redmond signed on to the One Washington Memorandum of Understanding that allows the City to participate in opioid settlements going forward. The Kroger settlement will be the fourth opioid case in which Redmond will participate, including:

- Amerisource Bergen Corporation, Cardinal Health, Inc, and McKesson Corporation
- CVS, Walgreens, Walmart, TEVA and Allergan
- Johnson & Johnson Corporation

In the first two settlements Redmond has been or will be receiving approximately \$54,000 annually spread over seventeen and fifteen years, respectively. The Johnson & Johnson payout will be a one-time lump sum payout to all participating governments in Summer 2024 of approximately \$245,000.

For those municipalities over 10,000 population, the allocation formula is a combination of population and the effect of opioids on a community. The total allocation amount that will go to municipalities equals approximately \$23.7 million. Redmond’s portion would be 0.4839486007% or approximately \$114,938. The settlement will be paid out over 11 years equaling \$10,400 per year. Details of the Kroger case can be found here <https://www.atg.wa.gov/kroger-opioid-settlement>.

Once the money is received, the funds must be spent on opioid abatement strategies as outlined in Appendix A of the One Washington Memorandum of Understanding between Washington Municipalities. For Redmond, the money could be spent on programs such as, current and future law enforcement expenditures relating to the opioid epidemic, education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs, connecting those who need help to the help they need (connections to care) as well as other abatement strategies.

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:

Redmond will receive approximately \$114,938 over 11 years or \$10,400 per year. With this settlement, the City will receive total revenue of approximately \$2.1 million from all four opioid settlements.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

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

Funding source(s):
As of May 2024, the City has received \$344,118 in opioid settlement funds.

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/6/2022	Business Meeting	Approve
3/7/2023	Business Meeting	Approve
7/16/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

The Participation and Allocation Forms must be approved and signed by August 12, 2024, for Redmond's distribution to occur.

ANTICIPATED RESULT IF NOT APPROVED:

If the agreements are not approved, the City of Redmond will not receive a distribution from the Kroger Opioid Settlement.

ATTACHMENTS:

- Attachment A: Kroger Participation Form
- Attachment B: Kroger Allocation Agreement
- Attachment C: One Washington Memorandum of Understanding between Municipalities

Attachment A

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment B

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF OPIOID SETTLEMENT FUNDS PAID BY KROGER

JUNE 28, 2024

This Washington State Allocation Agreement Governing the Allocation of Opioid Settlement Funds Paid by Kroger (the “Allocation Agreement III”) governs the distribution of funds obtained from the Kroger Co. (“Kroger”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against Kroger via the Kroger Settlement Agreement dated March 22, 2024 (“Settlement”). The Settlement can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of the Settlement are incorporated into this Allocation Agreement III, and any undefined terms in this Allocation Agreement III are as defined in the Settlement.

1. This Allocation Agreement III is intended to be a State-Subdivision Agreement as defined in the Settlement. This Allocation Agreement III shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlement.
2. This Allocation Agreement III shall become effective only if all of the following occur:
 - A. The State of Washington joins the Settlement and becomes a Settling State as provided for in the Settlement.
 - B. The Settlement becomes final and effective and a Consent Judgment is filed and approved as provided for in the Settlement.
 - C. The number of Local Governments that execute and return this Allocation Agreement III satisfies the participation requirements for a State-Subdivision Agreement as specified in the Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement III, a Local Government must do all of the following:
 - A. The Local Government must execute and return this Allocation Agreement III.
 - B. The Local Government must release its claims against Kroger identified in the Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form, which is Exhibit K of the Settlement.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss Kroger with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement III has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement III, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement III for the Settlement.

A Local Government that meets all of the conditions in this paragraph shall be deemed a “Participating Local Government.”

4. This Allocation Agreement III applies to the State of Washington’s allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount, which collectively shall be referred to as the “Washington Abatement Amount.” As specified in the Settlement, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.
5. This Allocation Agreement III does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys’ fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlement to the State of Washington (“State’s Fees and Costs”).
6. This Allocation Agreement III and the MOU are a State Back-Stop Agreement. Kroger is paying a portion of the Local Governments’ attorneys’ fees and costs as provided for in the Settlement. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlement, the MOU, and this Allocation Agreement III combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Kroger Settlement.)
7. No portion of the State’s Fees and Costs and/or the State Share as defined in Paragraphs 5 and 9 of this Allocation Agreement III shall be used to fund the Government Fee Fund (“GFF”) referred to in Paragraph 11 of this Allocation Agreement III and Section D of the MOU, or in any other way to fund any Participating Local Government’s attorneys’ fees, costs, or common benefit tax.
8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlement, except as allowed by the Settlement.

9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington (“State Share”).
 - B. Fifty percent (50%) to the Participating Local Governments (“LG Share”).
10. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU as amended and modified in this Allocation Agreement III.
11. For purposes of this Allocation Agreement III only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of the Settlement.
 - B. The definition of “Litigating Local Governments” in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in the Settlement and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue Kroger in 2023 after the release of updated ARCOS data.
 - C. The definition of “National Settlement Agreement” in Section A.6 of the MOU shall mean the Settlement.
 - D. The definition of “Settlement” in Section A.14 of the MOU shall mean the Settlement.
 - E. The MOU is amended to add new Section C.4.g.vIII, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IIIi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local

Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). All amounts that the City of Seattle has contributed to the GFF shall be returned to the City of Seattle by the Settlement Administrator rather than paid to Hagens Berman Sobol Shapiro LLP.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys’ Fees, Costs, and Expenses, which is Exhibit R of the Settlement, amounts due to Participating Litigating Subdivisions’ attorneys under this Allocation Agreement III shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop

agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlement.

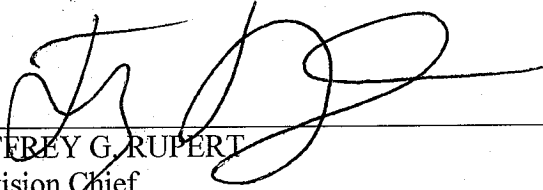
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
 - K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement III apply) of any Litigating Local Government contingency fee agreement referred to above has been met.
 - L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
- 12. In connection with the execution and administration of this Allocation Agreement III, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
 - 13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement III as well as the receipt and expenditure of the funds from the Settlement for no less than five (5) years.
 - 14. If any party to this Allocation Agreement III believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
 - 15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (III) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by Kroger is subject to the requirements of the MOU and this Allocation Agreement III.

16. Upon request by Kroger, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Settlement.
17. Venue for any legal action related to this Allocation Agreement III (separate and apart from the MOU or the Settlement) shall be in King County, Washington.
18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement III have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement III.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 6-28-2024

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
One Washington Memorandum of Understanding Between Washington Municipalities

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County		4.5149775326%
Battle Ground		0.1384729857%
Camas		0.2691592724%
La Center		
Ridgefield		
Vancouver		1.7306605325%
Washougal		0.1279328220%
Woodland***		
Yacolt		
County Total:		6.7812031452%

Columbia County

Columbia County		0.0561699537%
Dayton		
Starbuck		
County Total:		0.0561699537%

Cowlitz County

Cowlitz County		1.7226945990%
Castle Rock		
Kalama		
Kelso		0.1331145270%
Longview		0.6162736905%
Woodland***		
County Total:		2.4720828165%

Douglas County

Douglas County		0.3932175175%
Bridgeport		
Coulee Dam***		
East Wenatchee		0.0799810865%
Mansfield		
Rock Island		
Waterville		
County Total:		0.4731986040%

Ferry County

Ferry County		0.1153487994%
Republic		
County Total:		0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County		0.3361237144%
Connell		
Kahlotus		
Mesa		
Pasco		0.4278056066%
County Total:		0.7639293210%

Garfield County

Garfield County		0.0321982209%
Pomeroy		
County Total:		0.0321982209%

Grant County

Grant County		0.9932572167%
Coulee City		
Coulee Dam***		
Electric City		
Ephrata		
George		
Grand Coulee		
Hartline		
Krupp		
Mattawa		
Moses Lake		0.2078293909%
Quincy		
Royal City		
Soap Lake		
Warden		
Wilson Creek		
County Total:		1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County		2.6294133668%
Bainbridge Island		0.1364686014%
Bremerton		0.6193374389%
Port Orchard		0.1009497162%
Poulsbo		0.0773748246%
County Total:		3.5635439479%

Kittitas County

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
County Total:		0.4811529598%

Klickitat County

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
County Total:		0.2211673457%

Lewis County

Lewis County		1.0777377479%
Centralia		0.1909990353%
Chehalis		
Morton		
Mossyrock		
Napavine		
Pe Ell		
Toledo		
Vader		
Winlock		
County Total:		1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County		0.1712669645%
Almira		
Creston		
Davenport		
Harrington		
Odessa		
Reardan		
Sprague		
Wilbur		
County Total:		0.1712669645%

Mason County

Mason County		0.8089918012%
Shelton		0.1239179888%
County Total:		0.9329097900%

Okanogan County

Okanogan County		0.6145043345%
Brewster		
Conconully		
Coulee Dam***		
Elmer City		
Nespelem		
Okanogan		
Omak		
Oroville		
Pateros		
Riverside		
Tonasket		
Twisp		
Winthrop		
County Total:		0.6145043345%

Pacific County

Pacific County		0.4895416466%
Ilwaco		
Long Beach		
Raymond		
South Bend		
County Total:		0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County		1.0526023961%
Anacortes		0.1774962906%
Burlington		0.1146861661%
Concrete		
Hamilton		
La Conner		
Lyman		
Mount Vernon		0.2801063665%
Sedro-Woolley		0.0661146351%
County Total:		1.6910058544%

Skamania County

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
County Total:		0.1631931925%

Snohomish County

Snohomish County		6.9054415622%
Arlington		0.2620524080%
Bothell***		0.2654558588%
Brier		
Darrington		
Edmonds		0.3058936009%
Everett		1.9258363241%
Gold Bar		
Granite Falls		
Index		
Lake Stevens		0.1385202891%
Lynnwood		0.7704629214%
Marysville		0.3945067827%
Mill Creek		0.1227939546%
Monroe		0.1771621898%
Mountlake Terrace		0.2108935805%
Mukilteo		0.2561790702%
Snohomish		0.0861097964%
Stanwood		
Sultan		
Woodway		
County Total:		11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County		0.5543870294%
College Place		
Prescott		
Waitsburg		
Walla Walla		0.3140768654%
County Total:		0.8684638948%

Whatcom County

Whatcom County		1.3452637306%
Bellingham		0.8978614577%
Blaine		
Everson		
Ferndale		0.0646101891%
Lynden		0.0827115612%
Nooksack		
Sumas		
County Total:		2.3904469386%

Whitman County

Whitman County		0.2626805837%
Albion		
Colfax		
Colton		
Endicott		
Farmington		
Garfield		
LaCrosse		
Lamont		
Malden		
Oakesdale		
Palouse		
Pullman		0.2214837491%
Rosalia		
St. John		
Tekoa		
Uniontown		
County Total:		0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

ATTACHMENT C

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County		0.1638732475%
Hatton		
Lind		
Othello		
Ritzville		
Washtucna		
County Total:		0.1638732475%

Asotin County

Asotin County		0.4694498386%
Asotin		
Clarkston		
County Total:		0.4694498386%

Benton County

Benton County		1.4848831892%
Benton City		
Kennewick		0.5415650564%
Prosser		
Richland		0.4756779517%
West Richland		0.0459360490%
County Total:		2.5480622463%

Chelan County

Chelan County		0.7434914485%
Cashmere		
Chelan		
Entiat		
Leavenworth		
Wenatchee		0.2968333494%
County Total:		1.0403247979%

Clallam County

Clallam County		1.3076983401%
Forks		
Port Angeles		0.4598370527%
Sequim		
County Total:		1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County		4.5149775326%
Battle Ground		0.1384729857%
Camas		0.2691592724%
La Center		
Ridgefield		
Vancouver		1.7306605325%
Washougal		0.1279328220%
Woodland***		
Yacolt		
County Total:		6.7812031452%

Columbia County

Columbia County		0.0561699537%
Dayton		
Starbuck		
County Total:		0.0561699537%

Cowlitz County

Cowlitz County		1.7226945990%
Castle Rock		
Kalama		
Kelso		0.1331145270%
Longview		0.6162736905%
Woodland***		
County Total:		2.4720828165%

Douglas County

Douglas County		0.3932175175%
Bridgeport		
Coulee Dam***		
East Wenatchee		0.0799810865%
Mansfield		
Rock Island		
Waterville		
County Total:		0.4731986040%

Ferry County

Ferry County		0.1153487994%
Republic		
County Total:		0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County		0.3361237144%
Connell		
Kahlotus		
Mesa		
Pasco		0.4278056066%
County Total:		0.7639293210%

Garfield County

Garfield County		0.0321982209%
Pomeroy		
County Total:		0.0321982209%

Grant County

Grant County		0.9932572167%
Coulee City		
Coulee Dam***		
Electric City		
Ephrata		
George		
Grand Coulee		
Hartline		
Krupp		
Mattawa		
Moses Lake		0.2078293909%
Quincy		
Royal City		
Soap Lake		
Warden		
Wilson Creek		
County Total:		1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County		0.9992429138%
Aberdeen		0.2491525333%
Cosmopolis		
Elma		
Hoquiam		
McCleary		
Montesano		
Oakville		
Ocean Shores		
Westport		
County Total:		1.2483954471%

Island County

Island County		0.6820422610%
Coupeville		
Langley		
Oak Harbor		0.2511550431%
County Total:		0.9331973041%

Jefferson County

Jefferson County		0.4417137380%
Port Townsend		
County Total:		0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County		2.6294133668%
Bainbridge Island		0.1364686014%
Bremerton		0.6193374389%
Port Orchard		0.1009497162%
Poulsbo		0.0773748246%
County Total:		3.5635439479%

Kittitas County

Kittitas County		0.3855704683%
Cle Elum		
Ellensburg		0.0955824915%
Kittitas		
Roslyn		
South Cle Elum		
County Total:		0.4811529598%

Klickitat County

Klickitat County		0.2211673457%
Bingen		
Goldendale		
White Salmon		
County Total:		0.2211673457%

Lewis County

Lewis County		1.0777377479%
Centralia		0.1909990353%
Chehalis		
Morton		
Mossyrock		
Napavine		
Pe Ell		
Toledo		
Vader		
Winlock		
County Total:		1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County		0.1712669645%
Almira		
Creston		
Davenport		
Harrington		
Odessa		
Reardan		
Sprague		
Wilbur		
County Total:		0.1712669645%

Mason County

Mason County		0.8089918012%
Shelton		0.1239179888%
County Total:		0.9329097900%

Okanogan County

Okanogan County		0.6145043345%
Brewster		
Conconully		
Coulee Dam***		
Elmer City		
Nespelem		
Okanogan		
Omak		
Oroville		
Pateros		
Riverside		
Tonasket		
Twisp		
Winthrop		
County Total:		0.6145043345%

Pacific County

Pacific County		0.4895416466%
Ilwaco		
Long Beach		
Raymond		
South Bend		
County Total:		0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County		0.2566374940%
Cusick		
Ione		
Metaline		
Metaline Falls		
Newport		
County Total:		0.2566374940%

Pierce County

Pierce County		7.2310164020%
Auburn***		0.0628522112%
Bonney Lake		0.1190773864%
Buckley		
Carbonado		
DuPont		
Eatonville		
Edgewood		0.0048016791%
Enumclaw***		0.0000000000%
Fife		0.1955185481%
Fircrest		
Gig Harbor		0.0859963345%
Lakewood		0.5253640894%
Milton***		
Orting		
Pacific***		
Puyallup		0.3845704814%
Roy		
Ruston		
South Prairie		
Steilacoom		
Sumner		0.1083157569%
Tacoma		3.2816374617%
University Place		0.0353733363%
Wilkeson		
County Total:		12.0345236870%

San Juan County

San Juan County		0.2101495171%
Friday Harbor		
County Total:		0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County		1.0526023961%
Anacortes		0.1774962906%
Burlington		0.1146861661%
Concrete		
Hamilton		
La Conner		
Lyman		
Mount Vernon		0.2801063665%
Sedro-Woolley		0.0661146351%
County Total:		1.6910058544%

Skamania County

Skamania County		0.1631931925%
North Bonneville		
Stevenson		
County Total:		0.1631931925%

Snohomish County

Snohomish County		6.9054415622%
Arlington		0.2620524080%
Bothell***		0.2654558588%
Brier		
Darrington		
Edmonds		0.3058936009%
Everett		1.9258363241%
Gold Bar		
Granite Falls		
Index		
Lake Stevens		0.1385202891%
Lynnwood		0.7704629214%
Marysville		0.3945067827%
Mill Creek		0.1227939546%
Monroe		0.1771621898%
Mountlake Terrace		0.2108935805%
Mukilteo		0.2561790702%
Snohomish		0.0861097964%
Stanwood		
Sultan		
Woodway		
County Total:		11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County		5.5623859292%
Airway Heights		
Cheney		0.1238454349%
Deer Park		
Fairfield		
Latah		
Liberty Lake		0.0389636519%
Medical Lake		
Millwood		
Rockford		
Spangle		
Spokane		3.0872078287%
Spokane Valley		0.0684217500%
Waverly		
County Total:		8.8808245947%

Stevens County

Stevens County		0.7479240179%
Chewelah		
Colville		
Kettle Falls		
Marcus		
Northport		
Springdale		
County Total:		0.7479240179%

Thurston County

Thurston County		2.3258492094%
Bucoda		
Lacey		0.2348627221%
Olympia		0.6039423385%
Rainier		
Tenino		
Tumwater		0.2065982350%
Yelm		
County Total:		3.3712525050%

Wahkiakum County

Wahkiakum County		0.0596582197%
Cathlamet		
County Total:		0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-111
Type: Consent Item

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

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

Police	Brian Coats	Deputy Police Chief
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TITLE:

Acceptance of the Department of Commerce grant, in the Amount of \$94,968, and Direct the Finance Department to Recognize the Revenue to Fund Fixed Automated License Plate Readers

OVERVIEW STATEMENT:

The police department is seeking Council’s approval to accept funding in the amount of \$94,968.30 from the Commerce Department’s Law Enforcement Vehicle Pursuit Technology Grant Program.

On April 16, 2024, the Department of Commerce announced a Request for Proposals (RFP) to provide police departments with modern vehicle pursuit management technology, including global positioning system tracking equipment, automated license plate reading technology, aircraft, and non-armed drone technology. In an ongoing effort to address the increased rate of auto thefts and other crimes, the police department remains committed to using pursuit alternative technology.

Through this grant award, the department intends to install automated license plate readers (ALPRs) in strategic locations throughout the city. Flock Safety has been identified as the vendor for this project and will be responsible for the installation, maintenance, and support of the cameras with the goal being to reduce crime in the community.

Flock Safety provided a budgetary quote as required by the grant RFP that includes the installation of 22 cameras and subscription costs for two years, at \$93,534.40.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

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

OUTCOMES:

Strategically located intersections were identified within the City to place the Flock cameras to capture the most license plates entering and leaving the City limits. The concept of this approach is for officers and dispatchers to be alerted whenever a “Wanted” or “Hot List” vehicle or vehicle used in the commission of a crime is captured on a Flock camera. Officers will respond to the area and look for the vehicle based on the last known location. Vehicles typically placed on “Hot Lists” include stolen vehicles, wanted persons connected to vehicles, and missing persons.

Whether responding to a crime in-progress or investigating a past crime, Flock camera technology can locate vehicles based on a description of the vehicle without needing the license plate number. For example, a vehicle involved in a crime described as a red sports car with a spoiler can be entered into the search parameters. Using just that information, the Flock cameras will locate all vehicles matching that description and provide information concerning location, direction of travel, and license plate number.

The police department intends to partner with local homeowner’s associations and retail stores who already have or have plans to install Flock ALPR cameras. Through a data-sharing agreement between the police department and private entities, officers and investigators will have access to a tremendous amount of data used to solve and reduce crimes, while holding violators accountable for their actions.

- Automated License Plate Readers (ALPR)
 - Fixed ALPRs by Flock Safety are high-speed, computer-controlled camera systems that are mounted on street poles and streetlights or mobile trailers. Mobile ALPRs are integrated into the patrol car’s Fleet 3 cameras and activated with a flip of the switch by Axon.
 - ALPRs automatically capture all license plate numbers that come into view, along with location, date, and time; cross-referencing the license plate with a “Hot List” of stolen cars, wanted persons, and missing persons, for example. From a privacy perspective, data obtained from the ALPR does not include the car owner’s personal information and there are no facial recognition capabilities.
- Real-time Information Center (Fuses)
 - As we move forward with implementation of additional technology platforms consideration

should be given to the creation of a Real-time information center within the police department. Presently there are multiple video platforms in use, (Body Worn Cameras, in-car cameras, City Traffic cameras, City CCTV cameras, private business and residential camera feeds, Sound Transit video feeds) all of these feeds can (and should) be streamed simultaneously into one location or work station or console for use by Staff to ensure the most timely and relevant information is being provided to officers responding to calls.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Flock ALPR technology was presented as an informational item at the April 9th Study Session. Department of Commerce Grant Award for Law Enforcement Vehicle Pursuit Technology was presented at the July 16, 2024 Committee of the Whole
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

No budget impact.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/9/2024	Study Session	Receive Information
7/16/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
7/23/2024	Study Session	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

Grant contract time period - July 1, 2024 to June 30, 2025. The second year of the Flock quote will be pre-paid to comply with the grant's timeframe. Acceptance of the grant is due July 26, 2024.

ANTICIPATED RESULT IF NOT APPROVED:

The police department will not accept the grant award and will research other funding options.

ATTACHMENTS:

None



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-112
Type: Consent Item

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

Public Works	Aaron Bert	425-556-2786
Parks	Loreen Hamilton	425-55-2336

DEPARTMENT STAFF:

Public Works	Joe Averill	Project Manager
Parks	Darcey Rayner-Shepard	Parks Manager
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

TITLE:

Award Bid to Rodarte Construction, Inc. of Auburn, WA, in the amount of \$871,256, for the Hardscape - Grass Lawn Park Parking Lot Project and Increase Project Funding.

OVERVIEW STATEMENT:

Public Works is requesting to award the construction contract for the Hardscape - Grass Lawn Park Parking Lot Project, Project No. 2322. Parking lot paving is weather sensitive and timely award of the construction contract is critical for project delivery in 2024.

Public Works is also requesting Council to increase the total funding for this project from \$981,666 to \$1,219,629. This increase of \$237,963 is to include replacing failing storm pipe and catch basins and replacing cement concrete pavement to meet ADA requirements.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan, ADA Transition Plan

- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503).
- **Council Request:**
NA
- **Other Key Facts:**
NA

OUTCOMES:

This project will renovate the Grass Lawn Park parking lot adjacent to 148th Avenue NE. Approving the contract and increasing the funding will ensure a safe, level surface for vehicles and park visitors. The project will construct new curb ramp, sidewalks, stormwater and catch basins, and parking stalls in compliance with current ADA requirements. A newly paved parking lot increases the life of the parking lot and decreases maintenance service costs.

This project will also address pavement failures due to tree root upheavals. The work includes a full-depth asphalt replacement for the entire parking lot, removal and replacement of 22 significant trees, as well as installing new ADA parking stalls to meet current ADA guidelines.

A total of 57 trees of mixed species are located in the project area. All trees along the periphery of the parking lot are to remain, but 22 trees within the parking lot and along the frontage of 148th Ave NE are to be removed and replaced with trees that are better suited for the site conditions.

The 22 trees to be removed are American Sycamore/London Plane (*Platanus Occidentalis*) and are not the ideal trees for the site and soil conditions. The strong tree roots have severely impacted the parking lot pavement causing uplifting and eruption of the asphalt, uplifted curb and gutter sections, and they have infiltrated the storm pipes. Removing the London Plane trees and replacing them with better suited tree types that have a defined root zone will ensure long-term success of the infrastructure improvements. The replacement trees have been selected in collaboration with Parks staff and are in alignment with the Tree Canopy Plan. The replacement trees include Redpoint Maple, Emerald Avenue Hornbeam, and Magnolia ‘Elizabeth’.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
NA
- **Outreach Methods and Results:**
NA
- **Feedback Summary:**
NA

BUDGET IMPACT:

Total Cost:
\$871,256

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Vibrant and Connected

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

If yes, explain:

An additional cost of \$150,000 will be added to the project to replace stormwater pipe and catch basins. Video inspection by Public Works maintenance staff showed that the existing storm system needs replacement due to blockage from root intrusion and repeated root cuttings over the years in this pipe section. Replacement before the parking lot paving is the most efficient time to do this work. This additional funding is being allocated from available REET funds.

An additional cost of \$87,963 will be added to the project to fund replacement of the existing cement concrete pavement for the driveways and to replace the existing asphalt ADA parking stalls with cement concrete pavement. These improvements are necessary to meet ADA requirements. Funding for these ADA improvements is being allocated from the Parks ADA Parking Lots and Pathways CIP.

Both the stormwater pipe replacement and additional cement concrete pavement were not specified in the original project scope and are necessary to ensure long-term use with reduced maintenance costs and a safe, level surface for visitors.

Funding source(s):

General Fund, Real Estate Excise Tax

Budget/Funding Constraints:

Examples: acceptance deadlines, earmarked funds, etc. - if none, enter N/A.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/5/2024	Special Meeting	Approve

Time Constraints:

Parking lot paving is weather sensitive so timely award of construction contract is critical for project delivery in 2024. Delaying approval of this contract may lead to construction beginning in 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the contract will result in delaying the construction, increasing the cost to complete the project.

ATTACHMENTS:

Attachment A: Hardscape Project - Grass Lawn Park Parking Lot Information Sheet

Attachment B: Additional Project Information



CIP Project Information Sheet

Project Name: Hardscape Project - Grass Lawn Park Parking Lot

Project Status: Existing - Revised

Functional Area(s): Parks

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

Neighborhood: Grass Lawn

Time Frame: 2023-2025

Budget Priority: Vibrant and Connected

Citywide Rank: 76

Functional Area Priority: Medium

Location: 7031 148th Avenue NE

Description:

Renovation of 148th Avenue NE parking lot to address pavement failures, root eruptions, and ADA deficiencies.

Anticipated Outcomes: *Primary:* Rehabilitation *Secondary:* Code Requirement

Provide a safe, level surface for vehicles to park and visitors to walk on. New ADA parking stalls will be in compliance with current ADA guidelines and requirements.

Request: *Primary Reason(s):*

Full depth asphalt replacement needed for entire parking lot and expanded ADA improvements increased the cost. More refined cost estimates. Close out activities in 2025.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget		\$25,799	\$256,442						\$282,241
Approved Changes		\$195,713	\$243,961	\$259,771					\$699,445
Current Approved Budget		\$221,512	\$500,403	\$259,771					\$981,686
Proposed New Budget		\$10,825	\$1,208,804						\$1,219,629

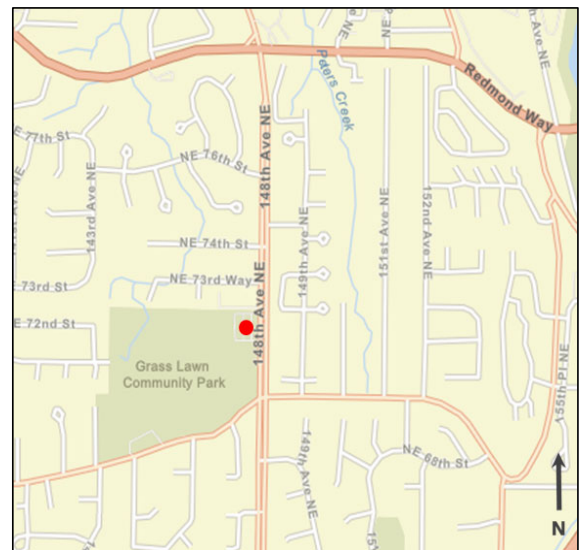
Proposed changes due to Scope Change Schedule Change Budget Change

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$3,402							\$3,402
Right of Way									
Design (31-100%)		\$7,424	\$158,297						\$165,720
Construction			\$955,006						\$955,006
Contingency			\$95,501						\$95,501
Total		\$10,825	\$1,208,804						\$1,219,629

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

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Real Estate Excise Tax		\$481,550		\$481,550
General Fund		\$650,116		\$650,116
Parks ADA Parking Lots and Path		\$87,963		\$87,963
Total		\$1,219,629		\$1,219,629



Attachment B – Additional Project Information

Hardscape Project – Grass Lawn Park Parking Lot

Project Discussion

Request to increase project funding from \$981,666 to \$1,219,629. Includes \$150,000 for replacement of failing storm pipe and catch basins and \$87,963 for replacement of cement concrete pavement to meet ADA requirements.

Project-Related Community/Stakeholder Outreach

City Communications, Parks & Recreation, Sports and Fitness staff informed of upcoming construction. Outreach to include social media posts, service alert notices, shelter reservations, field rentals, contractor programming, Redmond residents, and neighborhoods.

Bid Results

The project was advertised in the *Daily Journal of Commerce* on July 10 and July 17, 2024. Bids were received and opened on July 25, 2024. The City received five bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Rodarte Construction, Inc.	Auburn, WA	\$871,256
Tastad Construction, Inc.	Snohomish, WA	\$951,547
Granite Construction Company	Everett, WA	\$1,024,339
Westwater Construction Company	Renton, WA	\$1,046,526
A-1 Landscaping and Construction, Inc.	Snohomish, WA	\$1,116,267
Engineer's Estimate		\$968,677

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

Fiscal Information

Current Project Budget	
Real Estate Excise Tax	\$331,550
General Fund	\$650,116
Total Funding	\$981,666
Estimated Project Costs	
Design	\$169,122
Construction	\$955,006
Contingency	\$95,501
Total Estimated Project Cost	\$1,219,629
Budget Difference	(\$237,963)



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-113
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	Rob Crittenden	Project Manager
Planning and Community Development	Micah Ross	Senior Engineer
Public Works	Steve Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Director

TITLE:

Approval of a Consultant Agreement with Toole Design for the Buffered Bike Lanes - Bel-Red Road (WLSP to 30th) Project

OVERVIEW STATEMENT:

This consultant agreement with Toole Design in the amount of \$645,000 is for design services for the Buffered Bike Lanes - Bel-Red Road (WLSP to 30th) Project No. 2329-316. This project will add buffered bike lanes to Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. This will be accomplished by restriping the road to remove the second uphill travel lane. The project will modify intersections to better accommodate bicyclists and pedestrians. Approximately 1000 feet of degraded stormwater pipe will be replaced, and the road will be repaved between WLSP and NE 40th Street.

Public Works is seeking authorization to negotiate and acquire property rights to construct and maintain the project.

Public Works is seeking approval for the addition of \$1,219,766 in Stormwater CIP funds to cover the costs of rehabilitating the storm water infrastructure within the project limits.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Transportation Master Plan and Community Strategic Plan - Objective #1: Invest in infrastructure preservation

and replacement across the city to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.

- **Required:**
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**
A request for qualifications was advertised in May 2024. The City received and evaluated three proposals. Toole Design was selected as the most qualified design consultant

OUTCOMES:

Approving this action keeps the city on the path to completing this project, which will improve pedestrian and bicycle access to the Overlake Village Light Rail Station.

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:
\$645,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
CIP

Budget Priority:
Vibrant and connected

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

If yes, explain:
N/A

Funding source(s):
Transportation CIP, Stormwater CIP, Transportation Improvement Board (TIB) grant

Budget/Funding Constraints:
The TIB requires the City to make reasonable progress throughout the project. The grant expires in January 2033.

Additional budget details attached.

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve
7/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Approve

Proposed Upcoming Contact(s)

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

Time Constraints:

The project design needs to begin soon in order to advertise the project for public bid in spring 2025 and construct the project in the dry weather of summer 2025.

ANTICIPATED RESULT IF NOT APPROVED:

If the project is not approved, the City will lose the grant funding from the Transportation Improvement Board, and the project may be cancelled.

ATTACHMENTS:

- Attachment A - Buffered Bike Lanes Project Information Sheet
- Attachment B - Buffered Bike Lanes Additional Project Information
- Attachment C - Buffered Bike Lanes Consultant Agreement



Attachment A

CIP Project Information Sheet

Project Name: Bel-Red Road Buffered Bike Lanes (30th Street to WLSP)

Project Status: Existing - Revised

Functional Area(s): Transportation

Relevant Plan(s): Transportation Master Plan

Neighborhood: Overlake

Time Frame: 2023-2025

Budget Priority: Vibrant and Connected

Citywide Rank: 28

Functional Area Priority: High

Location: Bel-Red Road at NE 30th Street to WLSP

Description:

Reconfigure Bel-Red Rd to repurpose one uphill lane into buffered bicycle lanes from WLSP to NE 30th St.

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

Improved pedestrian and bicycle access to Overlake Village Light Rail Station and to Overlake Village.

Request: *Primary Reason(s):*

Project schedule moved up because Bel-Red identified as key bike connection to improve access to light rail service in Overlake. This project is also being modified to extend the limits of the project north to WLSP and account for TIB grant funding

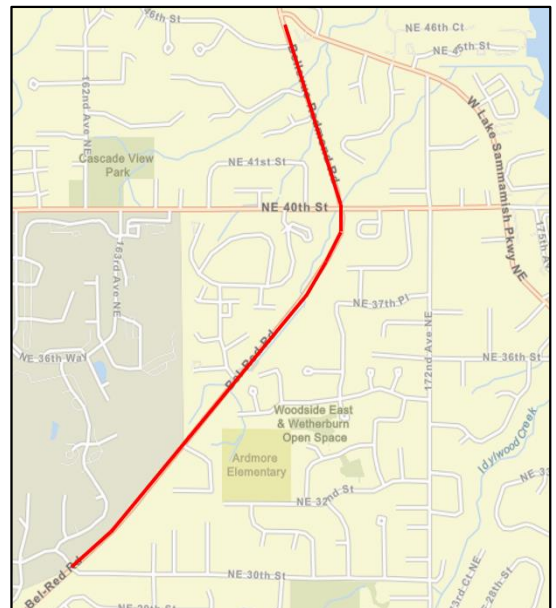
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget			\$22,762	\$273,143	\$1,499,555				\$1,795,460
Approved Changes		\$800,845	\$1,073,017	\$1,676,095	-\$1,499,555				\$2,050,402
Current Approved Budget		\$800,845	\$1,095,779	\$1,949,238					\$3,845,862
Proposed New Budget		\$35,547	\$3,689,884	\$1,990,197					\$5,715,628
Proposed changes due to	<input checked="" type="checkbox"/> Scope Change	<input checked="" type="checkbox"/> Schedule Change	<input checked="" type="checkbox"/> Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)		\$35,547	\$261,111						\$296,658
Right of Way			\$38,068						\$38,068
Design (31-100%)			\$704,432						\$704,432
Construction			\$1,743,586	\$1,561,116					\$3,304,702
Contingency			\$942,687	\$429,081					\$1,371,768
Total		\$35,547	\$3,689,884	\$1,990,197					\$5,715,628

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost				\$3,000	\$3,000	\$3,000	\$3,000	ongoing	\$12,000

Explanation: Impacts include sweeping, curb repairs, painting, markings, signage. In-street operations may require additional flagging.

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Business Tax		\$1,922,931		\$1,922,931
Impact Fees		\$1,922,931		\$1,922,931
Stormwater CIP		\$1,219,766		\$1,219,766
TIB Grant		\$650,000		\$650,000
Total		\$5,715,628		\$5,715,628



Attachment B – Additional Project Information

Buffered Bike Lanes Bel-Red Road (WLSP to NE 30th Street)

Project Discussion

In late 2022, City staff submitted a grant application for the Transportation Improvement Board’s (TIB) Active Transportation Program for the Buffered Bike Lanes Bel-Red Road (WLSP to NE 30th Street). The TIB awarded this grant to the City. The City Council accepted this grant in June 2023.

Previous Project-Related Council Touches

<u>Date</u>	<u>Meeting</u>	<u>Action</u>
6/20/2023	Business Meeting	Acceptance of Transportation Improvement Board Grant

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

Agreement Number:

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

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:


Add Phone number?

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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 Exhibit A, Scope of Work attached hereto commencing on the following page.

The City does not anticipate receiving Federal Funding for the insert project name project. As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program.

INTRODUCTION

The overall objective of this project is to prepare a bid package for a project that will add buffered bike lanes using pavement striping to Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street. This will be accomplished by restriping the road to remove the second uphill travel lane. The project will be constrained within the existing ROW and within the existing curb to curb width as much as possible. The work will primarily be to re-channelize the existing roadway along with appropriate ADA ramp upgrades. A pavement grind and overlay is anticipated for the bike lane area or the entire street between WLSP and NE 40th Street due to poor existing pavement condition. Select storm drainage pipes and catch basins will be replaced. Elements of this project will include the details and plans for the roadway and intersection improvements, curb ramps improvements, signal improvements, stormwater improvements, environmental permitting and documentation, easement documents, and traffic analyses.

The Toole Design team is comprised of the following team members.

- Toole Design will lead general project management of the project, scoping and initial concept, and lead development of the plans, project manual, and opinion of cost. Toole Design will lead the signing, striping, and curb ramp design.
- David Evans and Associates who will provide survey, environmental and civil engineering support services.
- Concord Engineering will provide traffic analyses and design services.
- HWA Geosciences will provide geotechnical engineering and pavement analyses and design services.

Toole Design Team's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Toole Design Team will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of Toole Design, provided that the total contracted amount is not exceeded. The Toole Design Team will have the flexibility to manage budget within a given discipline on a subtask level.

All major deliverables will be submitted via the City's SharePoint site.

Services provided by the Toole Design Team will consist of:

GENERAL SCOPE OF SERVICES/SCOPE OF WORK

This Scope of Services describes the work elements to be accomplished by the Toole Design Team as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Scoping and Initial Concept
- Task 3 – Utility Coordination
- Task 4 – Survey
- Task 5 – Right-of-Way Support

- Task 6 – Geotechnical Investigations and Pavement Design Support
- Task 7 – Environmental Support
- Task 8 – Drainage Design
- Task 9 – Traffic Analyses
- Task 10 – 30% Design, Plans and Opinion of Cost
- Task 11 – 60% Plans, Specifications, and Opinion of Costs
- Task 12 – 90% Plans, Specifications, and Opinion of Costs
- Task 13 – 100%/ Ad-Ready Plans, Specifications, and Opinion of Costs
- Task 14 – Bid Support
- Task 15 – Public Engagement Support
- Task 16 – Critical Areas Report (Optional Task)

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Kickoff Meeting and Project Coordination with the City

The Toole Design Team will attend and document a kickoff meeting to discuss the existing conditions along the corridor, including constraints and any ongoing planning or construction projects, as well as the City’s goals and vision for the project. The Team will discuss and agree upon a detailed schedule to advance the project forward in accordance with the City’s needs and the practical considerations of stakeholder involvement.

The Toole Design Team will coordinate with the City on a regular basis to keep the City’s project manager informed about project progress, project issues and schedule. The Toole Design Team will attend and document bi-weekly meetings (via Teams call) with the City throughout the duration of the project to review progress and discuss project action items and next steps.

To facilitate timely decision-making, this task will also include preparing and maintaining an Action Items Tracking Matrix describing key decisions and actions needed to drive the project forward. Each required action item will be assigned to an individual Toole Design Team member and, where applicable, to appropriate City, agency, and/or stakeholder personnel. It will be the Toole Design Team’s responsibility to follow up with appropriate agency or stakeholder staff between meetings to ensure that action items are closed out in a timely manner.

The Toole Design Team will attend one (1) project kickoff meeting with the City and up to eighteen (18) bi-weekly project status meetings. These meetings under this work element will include the following participation by the Toole Design Team:

- Kickoff meeting attended by up to six (6) staff from the Toole Design team.
- Up to eighteen (18) meetings attended by up to two (2) staff from the Toole Design team.
- Kickoff meeting will include subconsultants, DEA (up to two (2) staff), Concord (up to one [1] staff), and HWA (up to one [1] staff).
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Toole Design Team will prepare agendas and meeting notes/action items and distribute to attendees.

1.2 Project Schedule, Budget, and Team Management

The Toole Design Team will develop an overall project schedule which will include a schedule by task through bid advertisement for the full project. The Toole Design Team will prepare a draft and final schedule for the City review, and then the Toole Design Team will prepare schedule updates as the project progresses, when requested by the City. The Toole Design Team will also manage the overall project budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports and Invoices

As part of the project, the Toole Design Team will prepare monthly progress reports that describe the work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task on the City-provided template. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Toole Design Team will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Toole Design Team's Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Assumptions:

- This contract duration of the design phase shall be no longer than 9 months
- Project kickoff meeting will be held in person at City of Redmond. The kickoff meeting will be followed by a site walk with City staff to review the corridor.
- Bi-weekly meetings will be held on Teams.
- Meetings between Subconsultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Meeting Notes/Action Items
- Bi-weekly Project Meeting Agendas for up to 18 meetings and notes/action items
- Action Items Tracking Matrix
- Project Schedule (Microsoft Project format)
- Monthly Invoices and Progress Reports

Task 2 – Scoping and Initial Concept

The Toole Design Team will update the conceptual designs that Toole Design previously prepared under a past contract based on discussions with the City. Toole Design will submit the revised concept for review and participate and attend a meeting with City staff as described below. The goal of this task is to refine the concept design, determine the preferred cross-sections, establish the expected scale of improvements along the corridor and establish the minimum design criteria.

2.1 Concept refinement

The Toole Design Team will review the previous concepts prepared by Toole Design and provide written comments on the PDFs to communicate the team's understanding of how the project will vary from these past concepts. The Toole Design team will meet with City staff to review these comments and confirm or discuss the team's understanding. Following this meeting, the Toole Design team will update the concept designs based on the consultant and City team's shared understanding. The Toole Design team will submit the refined concept drawings for City review and one round of comments and revisions is expected.

Assumptions:

- No additional base mapping will take place during this task. The previous GIS and aerial photo basemap will be used. The refined concepts will be at the same level of detail and appearance as the previous concepts.
- The Toole Design team will perform a site visit following the kickoff meeting in Task 1 with City staff to compare the previous concepts and potential revisions with site conditions.
- The 30% design phase will be based on the Final Refined Concept Drawings and Draft Basis of Design (Task 2.2).
- An opinion of cost will not be developed under this task.

Deliverables:

- Toole Design team comments on previous design concepts (PDF)
- Draft and Final Refined Concept Drawings

2.2 Draft Basis of Design

Based on discussions with the City, the Toole Design Team will prepare a list of minimum design criteria, including minimum facility widths, and known constraints which will dictate the final roadway configuration, including utility, ROW, design and control vehicles, property access, and/or tree constraints.

Assumptions:

- Traffic Analysis is not included as part of the concept refinement or Draft Basis of Design development. Traffic analyses will be performed during the 30% design phase under other tasks.
- The Draft Basis of Design will be expanded on in Task 10.
- The Basis of Design will identify preferred vertical elements to the bike lane buffer that are capable of being added and maintained by current City equipment after construction.

Deliverables:

- Draft Basis of Design memo (PDF)

Task 3 – Utility Coordination

The Toole Design Team will assist the City in managing the utility coordination process for the project, which will include providing utility franchises and City owned utilities with project information, copies of each PS&E submittal, and identification of potential utility conflicts.

The Toole Design Team will coordinate and manage the potholing efforts through the design phase. The Toole Design Team will identify potential utility conflicts and pothole locations based on the 60% or 90% plans and coordinate with the applicable utility franchises to perform potholing explorations. Pothole data will be incorporated into the plans and added as an appendix to the Project Manual.

Assumptions:

- The City will distribute internally the plans sets for City owned utilities for review.
- A preliminary budget of \$20,000 has been included in this scope to contract with a utility locate company to perform potholes for City-owned and franchise utilities.
- It is assumed that no new electrical service is required.

Deliverables:

- Manage pothole program on behalf of franchise utilities and City. The Toole Design Team will identify potholing needs by preparing an exhibit of recommended potholing locations.

- Utilize a utility potholing service for those locations that will not be provided by a franchise utility.

Task 4 – Survey

Outside of the six intersections and stormwater repair area identified below for survey, GIS information will be used to develop a basemap.

The intersections that will have full survey, and the approximate survey limits, are shown in the figures below.



Figure 1 : West Lake Sammamish Parkway



Figure 2: NE 46th Street



Figure 3: NE 44th Way



Figure 4: NE 42nd Court

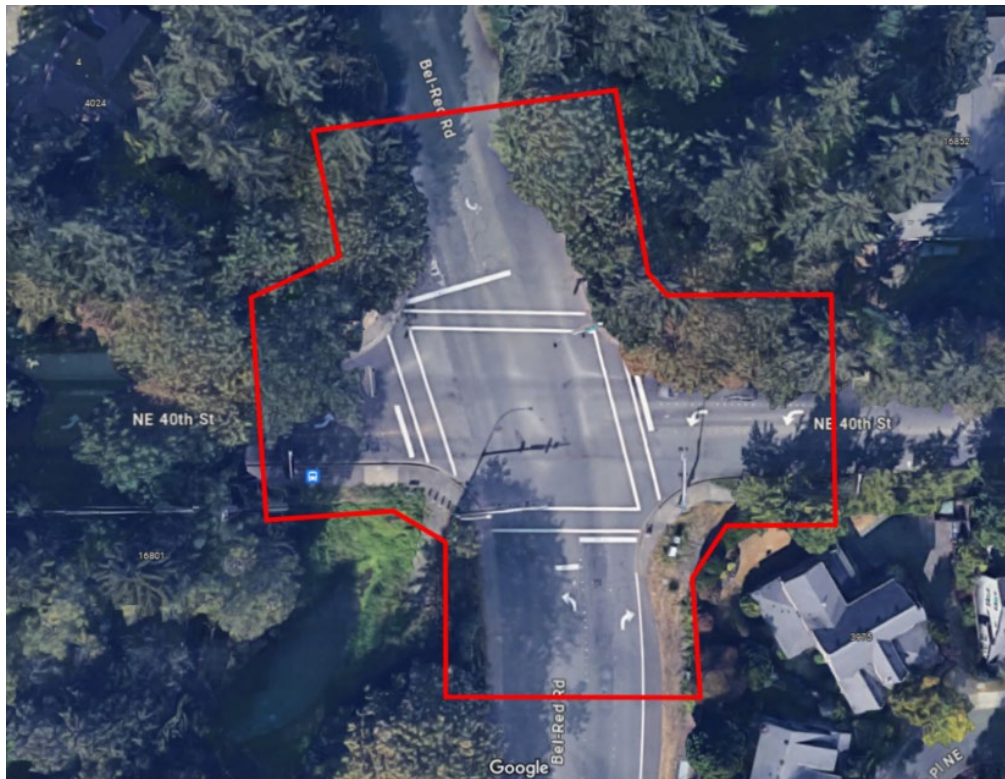


Figure 5: NE 40th Street



Figure 6: 165th PI NE

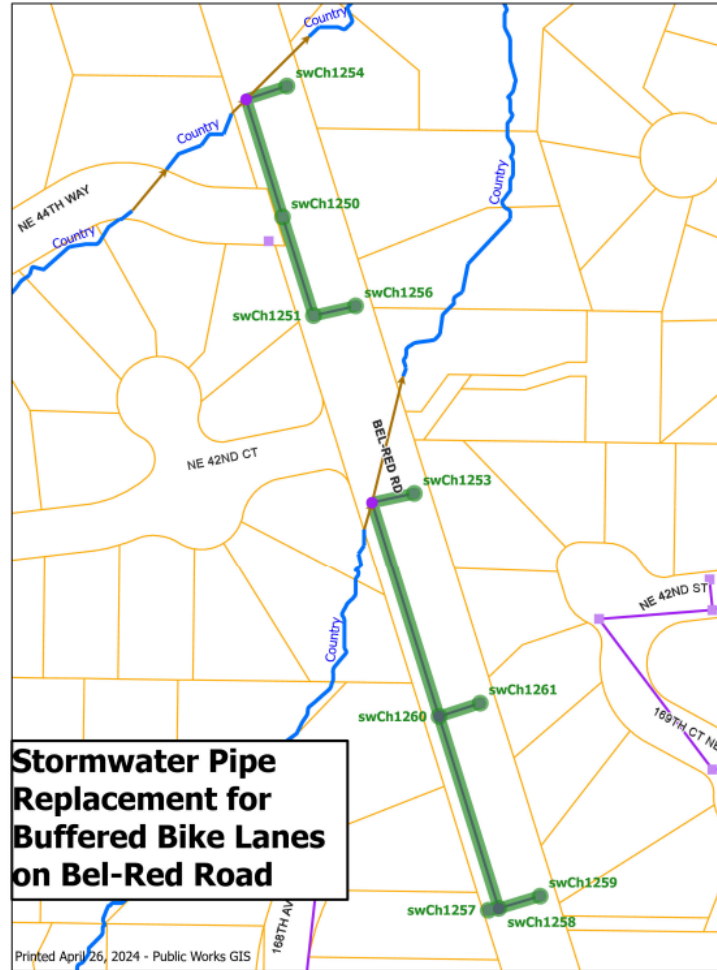


Figure 7: Drainage Repair Area. Outside of the NE 44th Way and NE 42nd Court areas identified in Figures 3 and 4, this area will be surveyed from back of sidewalk to back of sidewalk only.

4.1 Field Review

The CONSULTANT project team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, utilities (underground and overhead) and drainage issues.

4.2 Data Collection

The CONSULTANT will research and collect existing roadway, ROW, utility, and land survey information from the City and respective utility agencies for inclusion in the mapping.

4.3 Horizontal and Vertical Control Network

The CONSULTANT shall use City provided survey data, including the horizontal control notebook and interactive vertical map, to establish supplemental horizontal and vertical control points as needed for performing surveying services. Horizontal and vertical control points shall be based on at least two local control monuments referenced in the final drawings. These monuments shall serve as the basis of the horizontal coordinates and control of the site.

4.4 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The CONSULTANT shall utilize previously established centerlines and rights of way within the six areas shown above. For other areas, Redmond's GIS data will be used for rights of way. This combination will be used to establish a ROW base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations but will be solely based upon readily available public records and maps. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

4.5 Topographic Survey

The CONSULTANT shall prepare a project topographic base map at the identified intersections only. The base map will incorporate City and franchise utility 'as-built' information, ROWs and road centerlines, property lines, and other existing features within the project limits including:

- Pavement limits
- Driveways
- Fences
- Storm drainage structures with pipe invert elevations
- Sanitary sewer manholes with pipe invert elevations
- Water valves, fire hydrants, and associated features with nut elevations
- Electrical power vaults and associated surface features
- Overhead utility lines
- Telephone manholes and pedestals
- Natural gas valves, meters, and warning markers
- Cable TV pedestals
- Street lighting
- Signage
- Utility poles
- Overhead wires, guy wires
- Meters
- Road channelization
- Trees
- Street markings

The CONSULTANT shall contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will also request locates via One Call. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The CONSULTANT shall prepare the final topographic survey map with a one-foot contour interval within the paved surfaces of the roadway prism and a two-foot contour interval on non-paved surfaces outside the roadway prism. The mapping shall be plotted at a scale of one-inch equals twenty feet (1" =20') with a one-foot contour interval.

Deliverables:

- Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD and PDF format.

Assumptions:

- The topographic basemap will contain calculated parcel lines and applicable existing easements at the identified intersections and approximate parcel lines elsewhere along the corridor. These parcel lines will

be provided on separate layers such that the design team can understand the accuracy of the parcel lines along the corridor.

- One additional day of survey field work is assumed to survey wetland and stream delineation flags located in Task 16.

Task 5 – Right-of-Way Support

The purpose of this task is to provide support to the City in acquiring easements required to construct the project. This task includes preparing legal descriptions and exhibits for City use in acquiring temporary or permanent construction easements.

5.1 Legal Descriptions and Depictions

The Legal Descriptions and Depictions work element includes the efforts necessary to draft the depictions and write the legal descriptions required for property takes and/or easements.

Assumptions:

- Title Reports will be provided by the City.
- One (1) draft and one (1) revised, final Easement Legal Description and Depiction per parcel is anticipated. Up to 13 parcels are anticipated.
- Recording and filing of the easements, if required, will be handled by the City.
- Right-of-Way Plans will not be prepared.
- The City will be the point of contact for property owners.
- Real estate legal services and negotiations will be provided by City staff.
- Parcel exhibits will be prepared for the appraisals, for negotiations with property owners, and for final acquisition documents.
- Acquisition services including overall coordination with property owners and/or legal staff are not included.
- Negotiations (including pre-negotiation), Right of Entry, Relocation and Closing Services are not included.

Deliverables:

- Up to thirteen (13) Draft and Final Easement Legal Descriptions and Depictions

Task 6 – Geotechnical Investigations and Pavement Design Support

The CONSULTANT will perform a site visit and walk the corridor with City staff to identify locations to recommend for pavement repair or for further subsurface investigation. The CONSULTANT will perform up to 10 pavement cores along the corridor, analyze these cores and recommend pavement repair or rehabilitation methods and locations. The findings of the site walk and recommendations for pavement repair will be summarized in a pavement recommendations memo and on exhibits using aerial photographs.

There is potential for short walls to accommodate grading on the project. If short walls are required, the CONSULTANT will provide high level input on wall type via email. It is assumed that walls, if any, will be modular block walls or rockeries to be designed by the contractor's selected wall manufacturer or per standard plan.

Deliverables:

- Pavement recommendations memo
- Up to 10 pavement cores
- Wall type input via email

Assumptions:

- Geotechnical recommendations will be limited to pavement repair only and not include surface water or other recommendations.
- Wall type input will be limited to high level input on short (<4-feet tall) wall type

Task 7 – Environmental Support

7.1 SEPA Support

The CONSULTANT will support the City by filling out the SEPA application and SEPA checklist and by providing necessary documents to support the SEPA checklist such as the stormwater checklist. Traffic analyses required as part of SEPA will be performed under Task 9. The SEPA checklist will support the HPA and Bellevue right-of-way use permit.

7.2 HPA Support

Storm drainage pipe replacements are anticipated to connect to structures that contain existing streams. A Hydraulic Project Approval (HPA) permit will be required. The CONSULTANT will lead coordination with the Washington Department of Fish & Wildlife and prepare permit application materials.

7.2 City of Bellevue Right-of-Way Use Permit

Several hundred feet of the project is within the City of Bellevue city limits near NE 30th Street. Therefore, a City of Bellevue Right-of-Way Use Permit will be required for the project. The CONSULTANT will fill out the permit application and submit the permit on behalf of the City of Redmond. City staff will coordinate any other Bellevue review during the design phase.

Task 8 – Drainage Design

8.1 Conveyance System Repair

The City has identified storm drainage pipes and catch basins within the corridor that should be replaced. Work under this task includes all design related to replacement of the pipes identified in the exhibit below.

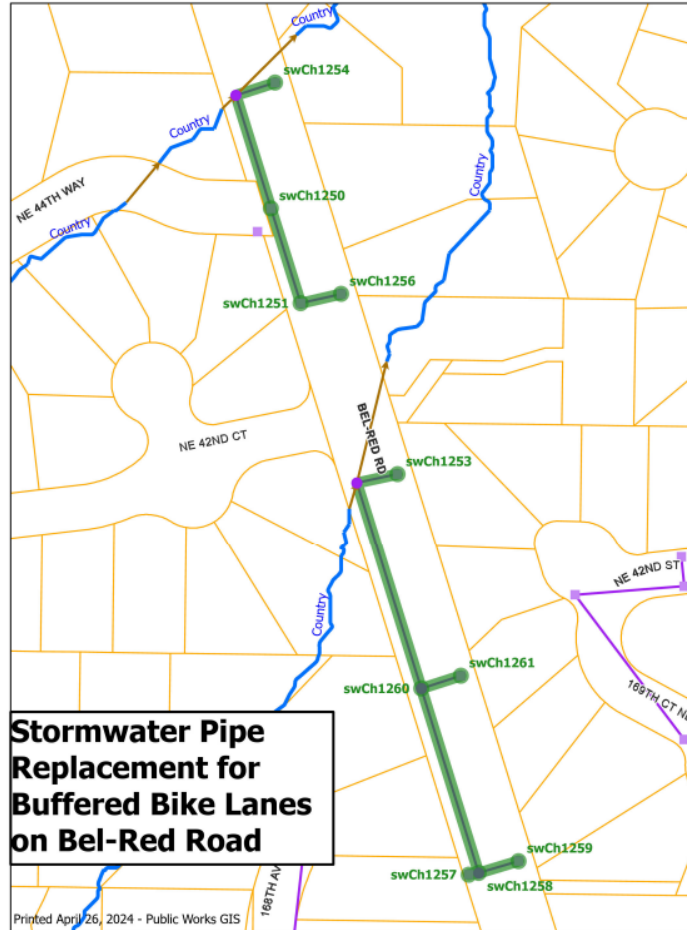


Figure 8: Storm Drainage Replacement Locations

Assumptions:

- Design efforts related to minor drainage modifications required due to intersections modifications are included under Tasks 10-14.
- Stormwater analyses, reports, or calculations are not expected to be required and are not included in this scope of work.

Deliverables:

- Plans, special provisions, and opinion of costs related to storm drainage pipe replacement to be included in Tasks 10-14 deliverables.

8.2 Stormwater Memo

Replacement of sidewalk, curb ramps, and pavement will likely cause the project to exceed 2,000 square feet of new plus replaced hard surface, triggering the requirement for a stormwater memo to document compliance with Minimum Requirements 1 through 5 of the 2019 Department of Ecology Surface Water Manual for Western Washington and the 2022 City of Redmond Stormwater Technical Notebook.

Assumptions:

- The project will be exempt from Minimum Requirements 6 through 9.
- TESC features will be shown on the Site Preparation and Demolition plans.

- If needed, the project specifications will require the contractor to prepare a SWPPP.
- The project will not create any net new pollution generating impervious surface.
- Additional stormwater analyses, reports, or calculations are not expected to be required and are not included in this scope of work.

Deliverables:

- Draft and final stormwater memo documenting compliance with Minimum Requirements 1 through 5 (PDF).

Task 9 – Traffic Analyses

The CONSULTANT will perform traffic analyses for the project to be included in the SEPA permit application.

Assumptions:

- All traffic analysis will be based on existing conditions for vehicle volume for the AM and PM peak hours.
- Traffic Analysis report may include Synchro analysis as needed. VISSIM analysis is not included in this scope of work.
- The City will provide all data including traffic signal timing and turning movement counts for the traffic analysis.
- Intersection capacity analysis will be completed for up to 3 signalized intersections for existing condition, and up to 2 alternatives, using Synchro.
- Vehicle level of service and turn lane length analyses will be calculated at Bel-Red Road and WLSP, NE 40th Street and NE 30th Street.
- Intersection capacity and lane capacity analyses based on City-provided TMC and ADT along the corridor

Deliverables:

- Brief traffic analysis report detailing the traffic data for the corridor, the proposed improvements, and anticipated impacts.

Task 10 – 30% Design, Plans, and Opinion of Costs

Upon confirmation of the refined design concept, the Toole Design Team will prepare the 30% design level construction plans and opinion of costs and submit them to the City for review and comment. A final basis of design memorandum will also be prepared to document the established project design criteria.

The plans will include the following improvements:

- Revisions to pavement markings and signs on Bel-Red Road from West Lake Sammamish Parkway to NE 30th Street
- Grinding and resurfacing pavement in select locations.
- Select storm and utility lid and frame upgrades.
- Storm drainage pipes and structure replacement between West Lake Sammamish Parkway and NE 40th St:
 - Pipes would be replaced at the same location and with the same diameter except for 8-inch laterals may be upsized to 12-inch laterals. Approximately 1,000 linear feet of pipe replacement and 10 structure replacements are expected.
 - Storm drainage pipe and structure replacement will require some curb and gutter and sidewalk replacement.
 - Storm drains revisions at NE 40th St to accommodate intersection geometry changes
- It is anticipated that pavement grinding and resurfacing, and intersection improvements will trigger ADA curb ramp upgrades at the following locations (up to 18 ramps):

- Bel-Red Road and West Lake Sammamish Parkway
 - This intersection has a planned roundabout project in the future but up to two curb ramp replacements may be required as part of this project to accommodate bicycle movements or due to pavement repair.
- Bel-Red Road and NE 46th St - Tee Intersection
 - Up to two curb ramps – SW and NW corners
 - Crossings will not be provided across Bel-Red Road
- Bel-Red Road and NE 44th Way - Tee Intersection
 - Up to two curb ramps – SW and NW corners
 - Crossing will not be provided across Bel-Red Road
- Bel-Red Road and NE 42nd Court/Driveway - 4-way Intersection
 - Up to two curb ramps – SW and NW corners
 - Crossing will not be provided across Bel-Red Road
- Bel-Red Road and NE 40th Street – 4-way intersection
 - Up to eight curb ramps – All 4 corners
 - A future bike facility project is planned on NE 40th Street that goes through this intersection. The intersection improvements will be designed to accommodate this future project as much as feasible, assuming that the signal cabinet will not be relocated, the project will not be adding any net new pollution generating impervious surface and any addition of non-pollution generating impervious surface will remain exempt from flow control requirements
- Bel-Red Road and 165th Place NE – West side tee intersection
 - Up to two curb ramps – NW and SW corners
 - A crossing will not be provided across Bel-Red Road
- Bel-Red Road and 165th Place NE – East side tee intersection
 - No curb ramps
- Bel-Red Road and NE 30th Street
 - No curb ramps
- Signal modifications at the following signalized intersections:
 - It is assumed that all the traffic signal cabinets will be maintained without upgrades.
 - It is assumed that up to one (1) traffic signal pole will be replaced.
 - Bel-Red Road and West Lake Sammamish Parkway
 - Potential APS pushbutton upgrades, addition of bike signals and bicycle detection.
 - Bel-Red Road and NE 40th Street
 - Potential APS pushbutton upgrades, new pushbutton posts to meet the ADA requirements, detection upgrades due to lane shifts, addition of bike signals and bicycle detection. Potential new mast arm poles to accommodate future bicycle facility project.
 - Bel-Red Road and NE 30th Street
 - Potential signal work would be relocating signal heads, detection modification and addition of bike signals
- Lighting modifications:
 - Lighting analysis and design will be included for up to one (1) signalized intersection at Bel-Red Road and NE 40th Street.
 - Lighting design will be shown in traffic signal plan, no separate lighting plan will be prepared.

10.1 Site Walk and Survey Review

The Toole Design Team will perform a field review of the project base plan information to verify the location of existing features, including noting legends on all warning, regulatory and route marker signs, and ensuring the

base plans provide sufficient information regarding existing drainage and sewer systems, as well as cross section elements include existing features such as walls, hydrants, poles, trees, sills, wells, ledge, layout lines, cross culverts, bridge structures, sills, high-tension lines, benchmarks, etc.

During the survey review walk, the Toole Design Team will observe the general site conditions, traffic patterns, traffic management, potential detour routes, wetland and cultural resources, vegetation, proximity of abutters and other relevant features. Photographs and video of the existing facility and surrounding environment will be collected.

10.1 Basis of Design

The Toole Design Team will expand on the Draft Basis of Design prepared under Task 2 and document the design criteria and standards that will be used as the basis for the PS&E design.

The Basis of Design Memorandum will include:

- Descriptions of the basis of design for each project element and a list of proposed design deviations (if any)
- Project description and background
- Summary of existing conditions, opportunities, and environmental and physical constraints (including trees)
- Summary of anticipated permitting requirements
- Summary of impacted properties
- Summary of impacted utilities
- Summary of stakeholders

Assumptions:

- Sight Distance Analysis will be performed; however, Sight Distance Exhibits will not be prepared.
- AutoTURN analysis will be performed; however, AutoTURN exhibits will not be produced.

Deliverables:

- Draft and Final Basis of Design Document (PDF Format)

10.2 30% Plans

It is anticipated that the 30% plans will consist of the following sheets (38 sheets):

- Cover Sheet w/Vicinity Map and Index (1 sheet)
- Legend and Abbreviations (1 sheet)
- General Notes (1 Sheet)
- Typical Roadway Sections (2 sheets)
- Drainage Plans (3 sheets) (prepared under Task 8)
 - » 2 plan sheets for storm pipe and structure replacements identified in Task 8
 - » 1 plan sheet for storm system revisions at NE 40th St
- Roadway Paving Plans (13 Sheets)
- Preliminary Signing and Striping Plans (13 sheets)
- Preliminary Traffic Signal Plans (4 sheets)
 - » Traffic signal general notes
 - » West Lake Sammamish Parkway
 - » NE 40th Street
 - » NE 30th St

Assumptions:

- No major changes are anticipated to the horizontal (curb to curb) or vertical geometry
- The Toole Design team assumes mill & overlay pavement treatment with spot locations for full depth replacement
- Plans will be prepared using AutoCAD software.
- The concept drawings refined in Task 2 will be updated following the 30% submittal for use in public outreach and website materials. No further updates of the concept drawings will be provided.
- Outside of the surveyed areas, utility lids will be shown schematically based on GIS data and a site walk in order to develop adjustment quantities and storm drain lid replacement quantities.
- If needed, walls will be shown on plan and profile schematically and will be called out as modular block, rockeries, or structural earth block walls to be designed by the contractor's selected wall manufacturer. Performance specifications will be included as well as design parameters provided in Task 6.

Deliverables:

- Electronic copy of the 30% plan set in PDF format
- Updated concept drawings in PDF format

10.3 30% Opinion of Costs and Outline of Special Provisions

The preliminary (30%) design level opinion of cost will focus on high cost and high quantity bid items that have the most impact on overall project cost. Other bid items that have not yet been designed will be temporarily shown as lump sums (e.g. erosion and sediment control, maintenance of traffic). A large contingency will be included at this stage due to limited design information. The Toole Design Team will document all quantity takeoffs based upon the 30% plans and assign costs using current unit bid prices. Quantity takeoffs will be prepared in a manner that is understandable, clear, and reproducible by someone other than the preparer. For non-standard items, the 30% submission will also include a list of anticipated bid items that will require the development of a special provision.

Assumptions:

- A bid schedule is not included.

Deliverables:

- Electronic copy of the 30% opinion of cost summary submitted in PDF format
- Electronic copy of the list of anticipated items requiring special provisions submitted in PDF format

In providing opinions of probable construction cost, the City understands that the Toole Design Team has no control over the cost or availability of labor, equipment or materials, market conditions or the Contractor's method of pricing, and that the Toole Design Team's opinions of probable construction costs are made on the basis of the Toole Design Team's professional judgment and experience. The Toole Design Team makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Toole Design Team's opinion of probable construction cost.

10.4 30% Traffic Signal Design

The Toole Design Team will conduct a site investigation to review existing traffic signal facilities. The Toole Design Team will coordinate with the City's Traffic Signal Technicians to investigate existing junction boxes, conduit, wiring, and controller cabinets. The coordination will include identifying deficiencies in the current system and maintenance concerns, by the City, if any. The 30% design will incorporate the results from the field investigation, as-builts, and survey information. The plans will include existing information, traffic signal phasing as provided by the traffic analysis, and preliminary signal pole and vehicle head layout.

Assumptions:

- City's Traffic Signal Technicians will be available for field reconnaissance.
- The City will provide as-built information for traffic signals.
- Traffic analysis may be required for traffic signal intersection phasing

Deliverables:

- Preliminary Traffic Signal Plans to be submitted with the 30% Plan set

10.8 30% QA/QC of Deliverables

The Toole Design Team will conduct a quality assurance/quality control review of deliverables, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 11 – 60% Plans, Specifications, and Opinion of Costs

The Toole Design Team will prepare 60% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans, specifications, opinion of cost, will be submitted to the City for review and comment.

11.1 Response to 30% Comments

Within ten (10) days of receipt of the 30% comments, the Toole Design Team will review and provide written responses to the City comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided to the comment documents provided by the City.

Assumptions:

- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team.
- The Toole Design Team will attend one (1) comment review meeting at the City offices (or virtually).

Deliverables:

- Draft written responses to 30% comments (PDF)
- Final written responses to 30% comments (PDF)

11.2 60% Plans

It is anticipated that the 60% plans will consist of the following sheets (67 sheets):

- Cover Sheet w/Vicinity Map and Index (1 sheet)
- Legend and Abbreviations (1 sheet)
- General Notes (1 Sheet)
- Alignment and Survey Control (6 sheets)
- Site Preparation and Demolition Plan (7 sheets)
 - » Sheets will only be provided at locations with surveys. Six intersections and storm repair location.
- Typical Roadway Sections (2 sheets)
- Drainage Plan and Profile (3 sheets) (prepared under Task 8)
 - » 2 plan sheets for storm pipe and structure replacements identified in Task 8
 - » 1 plan sheet for storm system revisions at NE 40th St
- Roadway Paving Plans (13 Sheets)

- Drainage Details (1 sheet)
- Miscellaneous Roadway Details (1 sheet)
- Curb Ramp Grading Sheets (7 sheets)
- Signing and Striping Plans (13 sheets)
- Signing and Striping Details (2 sheets)
- Traffic Signal Plans and Details (9 sheets)

Assumptions:

- Toole Design does not anticipate that traffic detours will be required to construct the project and will utilize standard traffic control figures included as an appendix to the project manual and a traffic control narrative to address the maintenance and protection of traffic (including pedestrians).
- Major revisions to the cross-section or other major design elements are not anticipated.
- Driveway profiles will not be provided
- The landscaping and irrigation approach will be to restore existing and will be shown as a hatch on the roadway and drainage plan.

Deliverables:

- Electronic copy of the 60% plan set in PDF format

11.3 60% Opinion of Costs

The Toole Design Team will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. The Toole Design Team will address applicable 30% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the 60% opinion of cost summary submitted in PDF format

11.4 60% Special Provisions

The Toole Design Team will prepare Special Provisions for the 60% submittal. These will include detailed descriptions for the items of work that are not covered by the current City Standard Specifications. Bid forms will not be included in the 60% submittal.

Assumptions:

- It is assumed that the City will provide the Toole Design Team with any City General Special Provisions and Requirements to be used on the project.
- It is assumed that the City will provide the Toole Design Team with their standard, current, boilerplate contract language (“front end docs”) to be used for the project.

Deliverables:

- Electronic copy of the 60% Special Provisions in Microsoft Word format

11.5 60% QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 12 – 90% Plans, Specifications, and Opinion of Costs

The Toole Design Team will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal deliverables. The plans, specifications, and opinion of cost will be submitted to the City for review and comment.

12.1 Response to 60% Comments

Within ten (10) days of receipt of the 60% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided to the comment documents provided by the City.

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team
- The Toole Design Team will attend one (1) comment review meeting at the City offices.

Deliverables:

- Draft Written responses to 60% comments (PDF)
- Final written responses to 60% comments/Decision of Record (PDF)

12.2 90% Plans

The Plan sheets will be the same as those identified under the 60% design phase except there will be four additional signal plan sheets at 90% for a total of 71 plan sheets.

Deliverables:

- Electronic copy of the 90% plan set in PDF format

12.3 90% Opinion of Costs

The Toole Design Team will calculate 90% level quantities and opinion of construction costs based upon the approved 90% construction plans and current unit bid prices. The Toole Design Team will address applicable 60% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the 90% opinion of cost summary submitted in PDF format

12.4 90% Special Provisions

The Toole Design Team will prepare 90% level special provisions based upon the 90% design. The Toole Design Team will address applicable 60% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the 90% special provisions in Microsoft Word format including bid schedule.

12.5 90% PS&E QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 13 – 100%/Ad-Ready Plans, Specifications, and Opinion of Costs

The Toole Design Team will finalize the 90% plans, specifications and opinion of cost estimate based on the Client review comments and prepare final, ad ready, Bid Documents. It is assumed that 90% review comments will be minor in nature and not reflect any changes to the design.

The Toole Design Team will provide the Client with a final set of bid documents for approval.

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the final check set submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, the Toole Design Team may make minor revisions to the Plans, Special Provisions, and Opinion of Costs.
- Comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.

Deliverables:

- Electronic copy of the final plans, in PDF format
- Electronic copy of the opinion of cost summary submitted in PDF and Excel format
- Electronic copy of the final bid documents Contract Specifications, including the Bid Schedule, submitted in PDF format
- Written responses to the Final review comments

Task 14 – Bid Support

The Toole Design Team will support the City during the bidding phase of the project. The Toole Design Team will respond to requests for clarifications and prepare Addendums.

14.1 Provide Bid Clarifications

The Toole Design Team will respond to Contractor questions as requested by the City during the bidding process. The Toole Design Team will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

14.2 Addenda

The Toole Design Team will assist the City with preparing materials to be included with up to two (2) Addenda, as required.

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.

- The City will produce bid sets.
- The City will review bid tabulations against the opinion of cost.

Deliverables:

- Materials to be included with addenda, as requested, for up to two (2) Addenda

Task 15 – Public Engagement Support

The Toole Design Team will support the City by attending the following meetings.

- Attendance at up to two public meetings which may include public open houses or City boards/commissions.

Assumptions:

- Up to 4 hours is budgeted for up to two team members per meeting.

Deliverables:

- Meeting attendance

Task 16 – Critical Areas Report (Optional Task)

16.1 Wetland and Stream Delineation

Review of Available Information

A review of available reports and online information associated with the site will be conducted prior to field reconnaissance. This includes information provided from the City, as well as any local, state, and federal resources. Findings from this review will be incorporated into the Critical Areas Report.

Wetland and Stream Delineation

Two DEA biologists will conduct a site visit to delineate the boundaries of the wetlands or streams near the intersection of Bel-Red Road and NE 40th Street . The boundaries of the wetlands and streams will be flagged, and the locations of the flags will be mapped by survey crews under Task 4. Work will include inspecting representative data plots to document the wetland and stream boundary locations per appropriate local, state, and federal delineation methods. Location of the data plots will be flagged as well. The vegetation, soils, and hydrology of each wetland will be examined according to the Western Mountains and Valleys Regional Supplement (Corps 2010) to the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual. Wetlands will be rated using the most recent Washington State Wetland Rating System for Western Washington Manual.

Assumptions:

- Any existing available information will be provided by the City.
- City will provide property access.
- Delineation will be limited to no more than one location along the project corridor where streams and/or wetlands occur. Additional sites will require a contract change order supplement.
- Work does not include assessment of critical areas other than wetlands and streams.

Deliverables:

- Wetland and stream sketch map with GPS flag points for survey to use.

16.2 Critical Areas Report

Using the results of the site visit, as well as existing background information, the CONSULTANT will prepare a draft and final technical report that documents the results of the delineation. The report will include review of

existing information and wetland and stream delineation findings, wetland and stream classifications and ratings, and description of dominant vegetation communities, soil conditions, and hydrology. The report will include wetland and stream data forms and ratings forms, as well as figures and color photographs. The report will also document regulatory buffers required, and how much of the property they occupy. Assessment of impacts and necessary mitigation will be discussed in the report at a high-level based on preliminary design plans.

Assumptions:

- There will be one round of review on the draft Critical Areas Report by the City.

Deliverables:

- One draft report delivered in electronic format (.doc and .pdf). The draft report will receive one round of comments from the City.
- One final report delivered in electronic format (.doc and .pdf).
- Electronic shapefiles of delineated features compatible with ESRI ArcGIS.

Additional (Optional) Services

The Toole Design Team may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Gutter flow calculations and inlet capacity calculations
2. Right of Way Plans
3. Stormwater report
4. Level 1 to Level 3 downstream analysis.
5. Backwater conveyance analysis for downstream pipe systems.
6. Drainage design above what is described in this scope of services.
7. Prepare a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
8. Construction management services.

Items to be furnished by Others

The City shall furnish the following:

1. All available “As-Built” information, including for traffic signals and the existing illumination systems.
2. Updated underground utility information relative to the City owned utilities.
3. Any applicable preliminary design reports, geotechnical reports, environmental reports, and identified up and downstream problems.
4. Updated City General Provisions.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Toole Design Team may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the City agrees that the Toole Design Team shall have no responsibility for any portion of the Project designed by other consultants engaged by the City.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. Standard Specifications for Road, Bridge, and Municipal Construction, 2025 Edition, published by WSDOT/APWA
2. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
3. AASHTO: A Policy on Geometric Design of Highways and Streets (2011 Edition)
4. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
5. AASHTO Guide for the Development of Bicycle Facilities, 4th Edition
6. The Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG)
7. City Standard Plans and Policies
8. City of Redmond Bicycle Facility Design Manual
9. Relevant Stormwater Manual/Regulations, etc.

Changes in any design standards or requirements after services have begun may result in extra work, and require a supplement to the Agreement.

Exhibit B **DBE Participation Plan**

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.

There is no mandatory DBE goal as there is no federal funding for the project. Below is the voluntary DBE/SBE participation of the project.

Concord - 23% of contract

HWA Geosciences - 5% of contract

Total DBE/SBE participation - 28% of contract

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 2013 or higher
Transmission: Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: Email, SharePoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: 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
PDFs

III. Methods to Electronically Exchange Data

Email, Sharepoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, Fee Estimate attached hereto commencing on the following page.

Exhibit D

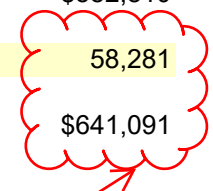
Consultant Fee Determination

Project Name: Buffered Bike Lanes - Bel-Red (WLSP to 30th)
 Project Number: 2329-316
 Consultant: Toole Design

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 162%	Fee (Profit) 29%	Total Hourly Rate	Total	
Engineering Lead III	31	\$ 86.00	\$139.49	\$24.85	\$250	\$7,761	
Engineering Lead II	239	\$ 80.00	\$129.76	\$23.12	\$233	\$55,658	
Project Engineer	605	\$ 53.00	\$85.97	\$15.32	\$154	\$93,341	
Engineer III	190	\$ 42.00	\$68.12	\$12.14	\$122	\$23,230	
Engineer II	173	\$ 39.00	\$63.26	\$11.27	\$114	\$19,641	
Engineer		\$ 36.00	\$58.39	\$10.40	\$105		
Total Hours						1,238	
						Subtotal:	\$199,631
REIMBURSABLES							
Mileage						\$250	
Potholing						\$20,000	
						Subtotal:	\$20,250
SUBCONSULTANT COSTS (See Exhibit E)							
DEA						\$196,253	
Concord						\$136,926	
HWA						\$29,750	
						Subtotal:	\$362,929

Total: \$582,810
Contingency: 58,281 62,190
GRAND TOTAL: \$641,091 645,000



Increase contingency slightly to round
 up total contract to \$645,000`



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

August 30, 2023

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Springs, MD 20910

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Lakshya Sobti:

We have accepted your firm's FYE 2022 Indirect Cost Rate (ICR) of 162.20% of direct labor (rate includes 0.05% Facilities Capital Cost of Money) based on the "Cognizant Review" from the Maryland Department of Transportation (MDOT). 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 \(Aug 31, 2023 13:08 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

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 Exhibit E, Fee Estimate for project SUBCONSULTANTS attached hereto commencing on the following page.

EXHIBIT E

Subcontracted Work

Project Name: Buffered Bike Lanes - Bel-Red (WLSP to 30th)
Project Number: 2329-316
Consultant: Toole Design

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
DEA	Survey, environmental, civil engineering	\$196,253
Concord	Traffic analyses and design	\$136,926
HWA	Geotechnical engineering	\$29,750
Total:		\$362,929

Exhibit E

Consultant Fee Determination

Project Name: Buffered Bike Lanes - Bel-Red (WLSP to 30th)
 Project Number: 2329-316
 Consultant: DEA

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 176%	Fee (Profit) 29%	Total Hourly Rate	Total
Project Manager V	38	\$ 99.00	\$174.48	\$28.61	\$302	\$11,479
Project Coordinator III	10	\$ 39.80	\$70.14	\$11.50	\$121	\$1,214
Project Accountant IV	10	\$ 49.50	\$87.24	\$14.31	\$151	\$1,510
Engineer V	23	\$ 71.94	\$126.79	\$20.79	\$220	\$5,049
Engineer III	240	\$ 54.56	\$96.16	\$15.77	\$166	\$39,956
Engineer Design I	430	\$ 37.70	\$66.44	\$10.90	\$115	\$49,466
Project Manager III	28	\$ 79.00	\$139.23	\$22.83	\$241	\$6,750
Scientist II	100	\$ 41.00	\$72.26	\$11.85	\$125.11	\$12,511
Scientist IV	28	\$ 49.60	\$87.42	\$14.33	\$151.35	\$4,238
GIS Analyst IV	14	\$ 53.00	\$93.41	\$15.32	\$161.72	\$2,264
Project Manager IV	57	\$ 70.00	\$123.37	\$20.23	\$213.60	\$12,175
Office Survey Technician V	143	\$ 47.50	\$83.71	\$13.73	\$144.94	\$20,727
Party Chief III	94	\$ 47.00	\$82.83	\$13.58	\$143.42	\$13,481
Party Chief I	94	\$ 35.50	\$62.57	\$10.26	\$108.32	\$10,183
Total Hours	1,309				Subtotal:	\$191,003
REIMBURSABLES						
Mileage						\$250
Utility Locates						\$5,000
					Subtotal:	\$5,250

Total: \$196,253

Contingency:

GRAND TOTAL: \$196,253



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

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

April 30, 2024

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

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Marie Fuzzell:

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

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

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

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

Regards,


Schatzie Harvey
Schatzie Harvey (Apr 30, 2024 12:20 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Exhibit E

Consultant Fee Determination

Project Name: Buffered Bike Lanes - Bel-Red (WLSP to 30th)
 Project Number: 2329-316
 Consultant: Concord

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 116%	Fee (Profit) 29%	Total Hourly Rate	Total
Senior Engineer 6	45	\$ 95.00	\$110.38	\$27.46	\$233	\$10,478
Project Manager 6	170	\$ 92.00	\$106.89	\$26.59	\$225	\$38,332
Senior Engineer 1	40	\$ 78.00	\$90.63	\$22.54	\$191	\$7,647
Associate Engineer 4	240	\$ 63.00	\$73.20	\$18.21	\$154	\$37,058
Associate Engineer 2	30	\$ 60.00	\$69.71	\$17.34	\$147	\$4,412
Assistant Engineer 4	80	\$ 47.00	\$54.61	\$13.58	\$115	\$9,215
Assistant Engineer 2	266	\$ 44.00	\$51.12	\$12.72	\$108	\$28,685
Project Coordinator 3	9	\$ 38.50	\$44.73	\$11.13	\$94.36	\$849
Total Hours						880
Subtotal:						\$136,676

REIMBURSABLES

Mileage						\$250
Subtotal:						\$250

Total: \$136,926

Contingency:

GRAND TOTAL: \$136,926



August 1, 2023

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

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Irene Yang:

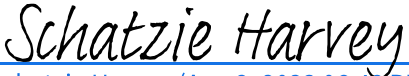
Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE 2022 Indirect Cost Rate (ICR) of 116.19% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;



Schatzie Harvey
Schatzie Harvey (Aug 2, 2023 06:48 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Consultant Fee Determination

Project Name: Buffered Bike Lanes - Bel-Red (WLSP to 30th)
 Project Number: 2329-316
 Consultant: HWA Geosciences

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 190%	Fee (Profit) 29%	Total Hourly Rate	Total	
Engineer VIII	34	\$ 92.00	\$174.86	\$26.59	\$293	\$9,977	
Engineer II	32	\$ 43.50	\$82.68	\$12.57	\$139	\$4,440	
Geologist IV	46	\$ 52.00	\$98.84	\$15.03	\$166	\$7,630	
CAD	4	\$ 34.00	\$64.62	\$9.83	\$108	\$434	
Contracts Administrator	2	\$ 50.00	\$95.04	\$14.45	\$159	\$319	
Admin		\$ 35.00	\$66.52	\$10.12	\$112		
Total Hours						118	
						Subtotal:	\$22,800
REIMBURSABLES							
Subcontract Traffic Control Plans						\$1,000	
Traffic Control for Pavement Coring (\$2,500/day)						\$5,000	
Mileage						\$200	
Coring						\$750	
Subtotal:						\$6,950	
Total:						\$29,750	
Contingency:							
GRAND TOTAL:						\$29,750	



Development Division
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7345 Linderson Way SW
Tumwater, WA 98501-6504

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

August 29, 2023

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

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Vasilij P. Babko:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 190.07% of direct labor (rate includes 0.60% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

[Schatzie Harvey \(Aug 30, 2023 15:27 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

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 statues 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.

Exhibit H **Liability Insurance Increase**

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: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-114
Type: Consent Item

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

Finance	Kelley Cochran	425-556-2748
Parks	Loreen Hamilton	425-556-2336

DEPARTMENT STAFF:

Finance	David Amble	Real Property Manager
Parks	Cameron Zapata	Senior Parks Planner

TITLE:

Approval of Acquisition of King County Parcel 720241-0260 from G&I VII Redmond Development LLC

OVERVIEW STATEMENT:

Parcel 720241-0260 is a 14-acre property situated between Bear Creek Parkway and WA Route 520. It is currently owned by G&I VII Redmond Development LLC (G&I), a property developer associated with Redmond Town Center (RTC). The property has a paved pathway that connects the Sammamish River Trail to the Bear Creek Trail route. G&I has approached the City regarding the City’s interest in acquiring the property as a gift, with no city funds expended to procure other than staff time and document recording expenses.

City staff have done a thorough due diligence on the property, including a Phase I Environmental Assessment (EA), a Title Report, an appraisal (forthcoming), and internal discussions concerning covering private stormwater facilities located on the property.

- The Phase I EA report found no issues of concern.
- The title report was comprehensive, with documentation related to the connection of the property to the development and management of RTC. The covenants on the property include terms that it remain as open space.
- The County’s assessed value of the property is \$18,330.00.
- The private stormwater pond facilities, located in the south end of the property, will remain private, and the current owner (RTC) has documented that it will continue to maintain them. The City will grant the owner an easement to conduct its maintenance of those facilities.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
In addition to the private stormwater facilities, there are city-built, owned, and maintained stormwater facilities located in the northwest corner of the property.

OUTCOMES:

Acceptance of this gift of land will join two disconnected city-owned parcels containing the urban trail network and will expand city-owned open space in the Downtown core.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
\$0.00

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:

The Parks Department is already maintaining the pathways located on the property, so there will be no increased cost for operations and maintenance to the Parks Department due to the acquisition of the property.

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached.

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

While interested in gifting this to the City, the owner is entertaining offers from other entities interested in this property.

ANTICIPATED RESULT IF NOT APPROVED:

The property will be acquired by another entity. While the property must be maintained in its current state, that does not preclude either that entity or a future owner from selling it or foreclosing on it, requiring the City to expend funds at that point to acquire the land.

ATTACHMENTS:

Attachment A: King County Map Showing Location of Parcel 720241-0260

Attachment B: Quit Claim Deed

Attachment C: Environmental Site Assessment by WSP USA, Inc. (Executive Summary)

Attachment A – KC Parcel 720241-0260



Attachement B – Quit Claim Deed

Return Address:

John R. Tomlinson, Jr.
Tomlinson Bomszyk Russ
1000 Second Avenue, Suite 3660
Seattle, Washington 98104

QUIT CLAIM DEED

Reference #
Grantor: G&I VII Redmond Development LLC, a Delaware limited liability company
Grantee: City of Redmond
Legal Description (abbreviated): PARCEL 17, REDMOND TOWN CENTER, A BINDING SITE PLAN, VOLUME 176, PAGE 56, KING COUNTY, WA
Legal Description (full): *See* PAGE 2
Assessor’s Tax Parcel Numbers: 7202410260

QUIT CLAIM DEED

The GRANTOR, G&I VII Redmond Development LLC, for no monetary consideration and as a gift, conveys and quit claims to the GRANTEE, **City of Redmond**, all interest in the above-described real estate (fully described in the attached *Exhibit A*), situated in the City of Redmond, County of King, State of Washington.

Pursuant to WAC 458-61A-201, this Deed is not subject to the real estate excise tax.

DATED this ____ day of June 2024.

GRANTOR:
G&I VII REDMOND DEVELOPMENT LLC,
a Delaware limited liability company

By: _____
Its: _____
Date: _____

[Notary Page To Follow]



REPORT

Phase I Environmental Site Assessment

Lot 17 - Parcel 720241-0260

*Southwest Intersection of Bear Creek Parkway and Leary Way, Redmond,
Washington*

Submitted to:

City of Redmond

P.O. Box 97010
Redmond, Washington 98073

Submitted by:

WSP USA Inc.

18300 Redmond Way, Suite 200, Redmond, Washington, USA 98052

+1 425 883-0777

31407601.000

February 27, 2024

Distribution List

City of Redmond

WSP USA Inc.

Executive Summary

City of Redmond (City, the User) retained WSP USA Inc. (WSP) to perform a Phase I Environmental Site Assessment (ESA) of the property located to the southwest of the intersection of Bear Creek Parkway and Leary Way, Redmond, Washington, 98052 (the Subject Property). The purpose of the Phase I ESA is to identify recognized environmental conditions (RECs) in connection with the Subject Property, to the extent feasible, pursuant to the processes prescribed in the ASTM Practice E 1527-21 entitled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” (ASTM Standard); EPA Rule entitled “Standards and Practices for All Appropriate Inquiries, Final Rule” (AAI Rule), 40 CFR Part 312; the Task Order No. 14 dated December 4, 2023 (the Proposal); and WSP’s professional judgment. WSP representatives performed the Phase I ESA in conformance with these criteria.

This summary is to be used only in conjunction with the attached Phase I Environmental Site Assessment (the Report), dated February 27, 2024. All definitions used in this summary have the same meanings as in the Report, and the use of this summary is subject to the limitations and conditions contained in the Report. The Report shall govern in the event of any inconsistency between this summary and the Report.

The Subject Property is a vacant property known as Lot 17. The Subject Property is a 14.02-acre parcel, open greenery area with multiple asphalt-paved walkways utilized for recreation activities. The Subject Property consists of a single King County parcel, 720241-0260. The surrounding area is a mixed commercial/retail and multi-family residential area.

The Phase I ESA has revealed no evidence of RECs in connection with the Subject Property. The Phase I ESA has revealed no evidence of Controlled Recognized Environmental Conditions (CRECs) in connection with the Subject Property.

The Phase I ESA has revealed no evidence of Historical Recognized Environmental Conditions (HRECs) in connection with the Subject Property.

WSP did not identify de minimis conditions at the Subject Property except for the following:

The Subject Property was part of a golf course that opened in 1932 and closed in 1981. Golf courses historically have used pesticides and herbicides and conducted fuel dispensing and storage as part of routine landscape maintenance. Typically, these landscape chemical products would be applied to the golf tees and golf green areas. These products were mainly mixed and stored in and around structures, typically the golf maintenance shop and related structures. Historical records reviewed indicated that no structures were historically present on the Subject Property. The rationale for considering the historical golf course as a de minimis condition rather than a REC is as follows:

- No structures were historically present on the Subject Property that would indicate an area of chemical product storage or fueling operations on the Subject Property.
- Grading and disturbance of the Subject Property soils in the late 1990s/early 2000s for stormwater pond construction would disperse and dilute potential pesticides and herbicides if present in surface soils.
- Pesticides and herbicides, if present in surface soils, would degrade through natural processes after the closure of the golf course in 1981.

- Other portions of the former golf course were redeveloped as part of Redmond Town Center with no regulatory evidence of contamination discovery or cleanup actions related to the historic golf course operations.
- Anticipated future land use is passive recreational use.

Table of Contents

- 1.0 INTRODUCTION 1**
 - 1.1 Purpose 1
 - 1.2 Scope of Services 2
 - 1.3 Special Terms and Conditions 3
 - 1.4 User Reliance 3
- 2.0 PROPERTY DESCRIPTION 4**
 - 2.1 Location and Legal Description 4
 - 2.2 Subject Property and Vicinity General Characteristics 4
 - 2.3 Current Use of the Subject Property 4
 - 2.4 Descriptions of Structures, Roads, and Other Improvements on the Subject Property 4
 - 2.5 Current Use of the Adjoining Properties 4
- 3.0 USER PROVIDED INFORMATION 6**
 - 3.1 Environmental Cleanup Liens 6
 - 3.2 Activity and Use Limitations 6
 - 3.3 Specialized Knowledge or Experience of the User 6
 - 3.4 Relationship of the Purchase Price to the Fair Market Value 6
 - 3.5 Commonly Known or Reasonably Ascertainable Information 7
 - 3.6 The Degree of Obviousness or the Presence of Contamination 7
 - 3.7 Reason for Conducting ESA 7
- 4.0 RECORDS REVIEW 8**
 - 4.1 Standard Environmental Record Sources, Federal and State 8
 - 4.1.1 Subject Property Database Listing 9
 - 4.1.2 Off-Site Properties Database Listings 9
 - 4.1.3 Regulatory Agency File and Records Review 11
 - 4.2 Additional Environmental Record Sources 11
 - 4.3 Physical Setting Sources 11

4.3.1	Sources Reviewed	11
4.3.2	General Topographic Setting of the Area	12
4.3.3	Geologic and Hydrogeologic Setting.....	12
4.3.4	Surface Water and Hydrologic Setting.....	12
4.4	Historical Use Information on the Subject Property	12
4.4.1	Subject Property Historical Use Summary.....	12
4.4.2	Standard Historical Records	13
4.4.2.1	Aerial Photographs Review.....	13
4.4.2.2	Sanborn© Fire Insurance Map Review	13
4.4.2.3	Property Tax Files.....	13
4.4.2.4	Recorded Land Title Records/Environmental Lien Search.....	14
4.4.2.5	Historical Topographic Map Review	14
4.4.2.6	Local City Directories	14
4.4.2.7	Building Records.....	14
4.4.2.8	Zoning and Land Use Records	14
4.5	Historical Use Information on Adjoining Properties.....	14
5.0	SITE RECONNAISSANCE	16
5.1	Methodology and Limiting Conditions	16
5.2	General Site Setting	16
5.2.1	Current Use of the Subject Property	16
5.2.2	Past Use of the Subject Property.....	16
5.2.3	General Description of Structures.....	16
5.2.4	Roads.....	16
5.2.5	Potable Water Supply	16
5.2.6	Sewage Disposal System	16
5.3	Interior and Exterior Observations	16
5.3.1	Storage Tanks.....	16
5.3.2	Odors	17
5.3.3	Pools of Liquid.....	17

5.3.4	Drums.....	17
5.3.5	Hazardous Substances and Petroleum Product Containers	17
5.3.6	Unidentified Substance Containers.....	17
5.3.7	Evidence of Polychlorinated Biphenyls	17
5.3.8	Heating/Cooling.....	17
5.3.9	Stains or Corrosion	17
5.3.10	Drains and Sumps	17
5.3.11	Pits, Ponds, or Lagoons	17
5.3.12	Stained Soil or Pavement	17
5.3.13	Stressed Vegetation.....	17
5.3.14	Solid Waste Disposal	17
5.3.15	Wastewater	18
5.3.16	Wells	18
5.3.17	Septic Systems	18
5.3.18	Other Interior and Exterior Observations	18
5.4	Off-Site Observations	18
5.4.1	Adjoining Properties	18
5.4.2	Other Surrounding Properties	18
6.0	INTERVIEWS	19
6.1	Overview	19
6.2	Interview with Owners, Past Owners, Past Operators, and Past Occupants	19
6.3	Interview with Site Manager	19
6.4	Interview with Occupants	19
6.5	Interview with Local Government Officials	19
6.6	Interviews with Others	19
7.0	DISCUSSION	20
7.1	Findings and Opinions	20
7.1.1	Recognized Environmental Conditions	20

7.1.2 Controlled Recognized Environmental Conditions20

7.1.3 Historical Recognized Environmental Conditions20

7.1.4 De Minimis Conditions20

7.2 Data Gaps21

8.0 CONCLUSIONS22

9.0 REFERENCES23

10.0 QUALIFICATIONS AND SIGNATURES OF ENVIRONMENTAL PROFESSIONALS.....24

TABLES

Table 1: Federal ASTM Standard Databases8

Table 2: State and Tribal ASTM Standard Databases9

FIGURES

Figure 1: Site Location.....26

Figure 2: Site Plan27

APPENDICES

APPENDIX A

Legal Description of the Subject Property

APPENDIX B

Federal and State Regulatory Database Search

APPENDIX C

Historical Documentation

APPENDIX D

Photographs Recorded During the Subject Property Inspection

APPENDIX E

User Questionnaire

APPENDIX F

Resumes of Environmental Professionals

APPENDIX G

Information Provided by Other Sources

ACRONYMS

ACM	Asbestos-containing materials
AAI	All Appropriate Inquiries
Amsl	Above mean sea level
ASTM	American Society for Testing and Materials
AST	Aboveground Storage Tank
AULs	Activity and Use Limitations
CORRACTS	Corrective Action Report
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System
CFR	Code of Federal Regulations
CREC	Controlled Recognized Environmental Condition
CSCSL	Contaminated and Suspected Contaminated Sites List
EDR	Environmental Data Resources
EP	Environmental Professional
ERNS	Emergency Response Notification System
ESA	Environmental Site Assessment
HREC	Historical Recognized Environmental Condition
INST CONTROL	Institutional Controls
LBP	Lead-based paint
LUST	Leaking Underground Storage Tank
NFA	No further action
NFRAP	No Further Remedial Action Planned
NPL	National Priorities list
PCB	Polychlorinated biphenyl
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
SHWS	State Hazardous Waste Site
SWF/LF	Solid Waste Facility/Landfill
TSDF	Treatment Storage and Disposal Facility
USEPA	United States Environmental Protection Agency
USGS	US Geological Survey
UST	Underground Storage Tank
VCP	Voluntary Cleanup Program

1.0 INTRODUCTION

1.1 Purpose

City of Redmond (City, the User) retained WSP USA Inc. (WSP) to perform a Phase I Environmental Site Assessment (ESA) of the property located southwest of the intersection of Bear Creek Parkway and Leary Way, Redmond, Washington, 98052 (the Subject Property). The purpose of the Phase I ESA is to identify recognized environmental conditions (RECs) in connection with the Subject Property, to the extent feasible, pursuant to the processes prescribed in the ASTM Practice E 1527-21 entitled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” (ASTM Standard); EPA Rule entitled “Standards and Practices for All Appropriate Inquiries, Final Rule” (AAI Rule), 40 CFR Part 312; the Task Order No. 14 dated December 4, 2023 (the Proposal); and WSP’s professional judgment. WSP representatives performed the Phase I ESA in conformance with these criteria.

The AAI Rule states that the ASTM Standard may be used to comply with the requirements of the AAI Rule, so, whenever reference is made in this Report to the ASTM Standard, it shall include the AAI Rule.

The ASTM Standard defines RECs as “(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.”

In addition to identifying RECs, the purpose of the Phase I ESA also includes identification of the following conditions:

- A Controlled Recognized Environmental Condition (CREC) is a recognized environmental condition affecting the Subject Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls. The identification of a CREC does not imply that WSP has evaluated or confirmed the adequacy, implementation, or continued effectiveness of the required control(s).
- A Historical Recognized Environmental Condition (HREC) is a previous release of hazardous substances or petroleum products affecting the Subject Property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meets unrestricted use criteria established by a regulatory authority or authorities, without subjecting the property to any controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). WSP’s rationale for considering these environmental conditions as HRECs is based solely on the information stated herein. Designation as an HREC, however, does not preclude the potential for the condition to affect the Subject Property.
- De minimis conditions are not recognized environmental conditions. De minimis conditions generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.
- Business Environmental Risk (BER) is a risk that can have a material environmental or environmentally driven impact on the business associated with the current or planned use of the commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice.

1.2 Scope of Services

The scope of services for the Phase I ESA consisted of the following tasks:

Records Review

- Reviewing property information to confirm the location of the Subject Property. A legal description of the Subject Property is included in Appendix A.
- Reviewing environmental record sources including federal and state regulatory databases to identify facilities with past or current regulatory enforcement actions within applicable distances of the Subject Property as defined in the ASTM Standard. The regulatory database search report is included in Appendix B.
- Reviewing physical setting information sources to identify information about the geologic, hydrogeologic, hydrologic, and topographic conditions around the Subject Property. The U.S. Geological Survey (USGS) 7.5-minute topographic map of the area of the Subject Property is shown in Figure 1.
- Reviewing historical record sources to identify past land use activities at the Subject Property and surrounding properties. Selected historical information obtained during performance of the Phase I ESA investigation is included in Appendix C.

Site Reconnaissance

- Performing a visual inspection of the Subject Property and surrounding properties to identify potential sources of chemical and petroleum contamination such as aboveground storage tanks (ASTs), underground storage tanks (USTs), and potential sources of polychlorinated biphenyls (PCBs), chemicals, and hazardous materials. Surficial evidence of potential RECs such as stressed vegetation, stained soils, and/or stained paving was also evaluated. Photographs recorded during the site reconnaissance are included in Appendix D.

Interviews

- Interviewing available individuals with knowledge of current or historical use, storage, or disposal of potentially hazardous materials or other environmentally related activities on or adjacent to the Subject Property. Appendix E includes a User Questionnaire.

Report Preparation

- Preparing a report that documents the findings, opinions, and conclusions of the Phase I ESA conducted at the Subject Property. The report provides supporting documentation and references for those findings, opinions, and conclusions. Resumes for the environmental professionals who performed the assessment and prepared this Phase I ESA Report are included in Appendix F.

WSP performed our services in accordance with the following principles, which are an integral part of the ASTM Standard. (A) No environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Subject Property, and the ASTM Standard recognizes reasonable limits of time and cost. (B) "All appropriate inquiry" does not mean an exhaustive assessment of a property. WSP performed this ESA in conformance with the ASTM Standard's principle of identifying a balance between the competing goals of limiting the costs and time demands inherent in performing an ESA and the reduction of uncertainty about unknown conditions resulting from additional information. (C) Not every property warrants the same level of assessment - the type of property subject to the assessment, the expertise and risk tolerance of the user, and the information developed during the inquiry guided the appropriate level of assessment

for this ESA. (D) ESAs must be evaluated based on the reasonableness of judgments made at the time and under the circumstances in which they were made. Subsequent ESAs should not be considered valid standards to judge the appropriateness of any prior assessment based on hindsight, new information, use of developing technology or analytical techniques, or other factors.

1.3 Special Terms and Conditions

No special terms and conditions are applicable to this ESA.

1.4 User Reliance

WSP has prepared this Report at the request of the City of Redmond (the User) for the purpose identified by the User in Section 3.7. Use of the information contained in this Report by anyone other than User is permissible only with the prior written authorization to do so from WSP and only under the conditions allowed by the ASTM Standard. WSP is not responsible for independent conclusions, opinions, or recommendations made by others or otherwise based on the findings presented in this Report. The User Questionnaire is included in Appendix E.

2.0 PROPERTY DESCRIPTION

2.1 Location and Legal Description

The Subject Property is a vacant undeveloped property known as Lot 17 located southwest of the intersection of Bear Creek Parkway and Leary Way, Redmond, Washington, 98052 (the Subject Property). Pedestrian access to the Subject Property is via two entrances along the eastern adjoining Bear Creek Parkway, and two entrances along the northern adjoining Leary Way. Figure 1 is a site location map that shows the location of the Subject Property. Figure 2 is a site and vicinity plan showing the Subject Property and adjacent properties.

The Subject Property is a 14.02-acre parcel, open greenery area with multiple asphalt-paved walkways utilized for recreation activities. The Subject Property is made up of a single King County parcel, 720241-0260. Appendix A includes King County parcel information with legal description and a parcel map that includes the Subject Property.

The latitude/longitude coordinates at the approximate center of the Subject Property are 47° 40' 11.44" North and 122° 7' 32.38" West.

The Public Land Survey System (PLSS) location is approximately the NE ½ of E ¼, Section 11, Township 25 North, Range 6 East, Willamette Meridian.

2.2 Subject Property and Vicinity General Characteristics

The Subject Property is in a mixed commercial/retail and multi-family residential area.

2.3 Current Use of the Subject Property

The Subject Property is currently used as an open green space for recreational activities.

2.4 Descriptions of Structures, Roads, and Other Improvements on the Subject Property

The Subject Property is improved with multiple asphalt-paved walkways that were constructed by at least 2002. Two stormwater retention ponds located on the southeast and southwest portions of the Subject Property were constructed by at least 2002. A third stormwater retention pond was constructed on the northwest portion of the Subject Property by 2009.

2.5 Current Use of the Adjoining Properties

The adjoining property uses are described below:

- North: Leary Way road followed by Heron Rookery Park (heavily wooded), Dudley Carter Park, Fredericks Appliance Center (7509 159th PI NE), and multiple apartment complexes (Peloton Apartments, The Carter on the Park, Blackbird).
- East: Redmond Town Center Wastewater Pump Station followed by Bear Creek Parkway road, Redmond Town Center inclusive of: the Lake Washington School District Office (16250 NE 74th St), a parking garage (16241 NE 74th St), and the Microsoft Redmond Town Center Building 3 (16221 NE 72nd Way).
- South: Undeveloped land followed by Bear Creek and Highway SR 520.

- West: Sammamish River followed by Sammamish River Trail, apartment complexes (Sammamish River Villas and Riverwalk at Redmond), followed by West Lake Sammamish Parkway NE.

3.0 USER PROVIDED INFORMATION

The ASTM Standard defines User as the party seeking to use Practice E1527 to complete an ESA of the Subject Property. The ASTM Standard requires the User to provide certain information to the environmental professional. WSP has provided a User Questionnaire to facilitate the transfer of this information to WSP. The User Questionnaire was completed by Mr. David Amble, Senior Real Property Specialist and Cameron Zapata, Senior Parks Planning Manager for the City of Redmond (the User), who provided the following responses. A copy of the completed User Questionnaire is included in Appendix E.

3.1 Environmental Cleanup Liens

WSP representatives asked the User if a search of recorded land title records or judicial records identified any environmental cleanup liens against the Subject Property that are filed or recorded under federal, tribal, state, or local law.

The User responded, "No. Title report indicates considerable number of exceptions."

3.2 Activity and Use Limitations

WSP representatives asked the User about their knowledge of activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place on the Subject Property or have that been filed or recorded in a registry under federal, tribal, state, or local law.

The User responded, "Land use and zoning research has been conducted for the property in question. Currently the property is zoned as Town Center Zone and this area in particular has been identified as Town Center Public Access Open Space."

3.3 Specialized Knowledge or Experience of the User

WSP representatives asked the User if they had any specialized knowledge or experience related to the Subject Property that would assist the environmental professional in identifying conditions indicative of releases or threatened release.

The User responded, "No. Prior use of the land was as a golf course. Most of the parcels were developed as commercial real estate. The City took over abutting properties as part of 520 development. The City also has a stormwater utility asset located on the north side of the property. The other stormwater ponds on the property are part of the Redmond Town Center Development."

3.4 Relationship of the Purchase Price to the Fair Market Value

WSP representatives asked the User if the purchase price being paid for this property reasonably reflects the fair market value of the property.

The User responded, "The property in question has been offered to the City as a gift."

3.5 Commonly Known or Reasonably Ascertainable Information

WSP representatives asked the User if they were aware of commonly known or reasonably ascertainable information about the Subject Property that would assist the environmental professional in identifying conditions indicative of releases or threatened releases. WSP representatives asked the following questions:

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?

The User responded, "The City has records of the property since Redmond Town Center has been developed."

a) Do you know the past uses of the Subject Property?

The User responded, "Previously, the property was part of a golf course."

b) Do you know of specific chemicals that are present or once were present at the Subject Property?

The User responded, "No. The property currently contains 4 stormwater ponds, 1 of which is maintained by the City of Redmond, the remaining 3 are maintained privately and we are unaware if there are contaminants."

c) Do you know of spills or other chemical releases that have taken place at the Subject Property?

The User responded, "No"

d) Do you know of any environmental cleanups that have taken place at the Subject Property?

The User responded, "No"

3.6 The Degree of Obviousness or the Presence of Contamination

WSP representatives asked the User if, based on User's knowledge and experience related to the Subject Property, there are any obvious indicators that point to the presence or likely presence of contamination at the Subject Property.

The User responded, "No. The property currently contains 4 stormwater ponds, 1 of which is maintained by the City of Redmond, the remaining 3 are maintained privately and we are unaware if there are contaminants."

3.7 Reason for Conducting ESA

WSP asked the reason for conducting the ESA.

The User responded, "The City has been given the opportunity to be gifted this piece of property. As part of the due diligence to potentially accept the property, a Phase I ESA will need to be conducted to determine the potential risks and liabilities."

4.0 RECORDS REVIEW

4.1 Standard Environmental Record Sources, Federal and State

WSP retained Environmental Data Resources Inc. (EDR) to perform an environmental regulatory database search of the general area of the Subject Property, which is presented in Appendix B. In accordance with the search requirements of ASTM E-1527-21 Standard, WSP reviewed the standard federal and state regulatory agency databases listed below to identify the use, generation, storage, treatment, or disposal of hazardous substances or petroleum products, or release incidents of such materials that might impact the Subject Property. The following is a listing of databases reviewed during the Phase I ESA.

Table 1: Federal ASTM Standard Databases

Database	Approximate Minimum Search Distance
Federal NPL (National Priorities List)	1.0 mile
Federal delisted NPL site list	0.5 mile
Federal Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) site list	0.5 mile
Federal CERCLIS-No Further Remedial Action Planned (NFRAP) site list	0.5 mile
Federal Resource Conservation and Recovery Act (RCRA) CORRACTS (Corrective Action Report) facilities list	1.0 mile
Federal RCRA non-CORRACTS Treatment Storage and Disposal (TSD) facilities list	0.5 mile
Federal RCRA Generators list	Subject Property and adjoining properties
Federal Institutional Control/Engineering Control Registries	Subject Property
Federal Emergency Response Notification System (ERNS) list	Subject Property

Table 2: State and Tribal ASTM Standard Databases

Database	Approximate Minimum Search Distance
State and tribal hazardous waste sites identified for investigation or remediation: NPL – equivalent sites	1.0 mile
State and tribal hazardous waste sites identified for investigation or remediation: CERCLIS – equivalent sites	0.5 mile
State and tribal landfill and/or solid waste disposal site list	0.5 mile
State and tribal leaking storage tank lists	0.5 mile
State and tribal registered storage tank lists	Subject Property and adjoining properties
State and tribal Institutional Control/ Engineering Control Registries	Subject Property
State and tribal voluntary cleanup sites	0.5 mile
State and tribal Brownfield sites	0.5 mile

4.1.1 Subject Property Database Listing

The Subject Property is listed in the SPILLS ERTS database for a historic spill with incident identification number 625913. Additional information was not available for review by EDR. However, additional information regarding the spill location, cleanup documents, and summary reports were requested via the Washington Department of Ecology (Ecology) Public Records Request Center Portal on January 26, 2024. On January 31, 2024, Ecology responded to the records request with supplemental information pertaining to the spill incident. According to the documentation provided, the spill incident corresponds to the illegal dumping of food waste into dumpsters located at a nearby condo complex and does not involve the Subject Property.

4.1.2 Off-Site Properties Database Listings

None of the listed sites within the ASTM search distances are considered an REC due to regulatory status and/or distance. The nearest sites were listed for construction surface water permits (Redmond River Park and Bear Creek Rehabilitation Parkway), and historical hazardous waste generators and/or non-generator no longer regulated permits (AT&T Wireless Redmond and RP Auto SVC). Within 1,000 feet of the Subject Property, there are six facilities with cleanup actions conducted, which are summarized below.

Jackpot Country Store 304 (7725 159th PL NE)

In 2000 and 2001, contaminated soil and groundwater were identified from a leaking UST that was abandoned at the former Jackpot Country Store, located to the north of the Subject Property. The UST was subsequently removed in 2003 followed by four consecutive quarterly groundwater monitoring rounds, which according to

Ecology, demonstrated that shallow groundwater (impacted with petroleum hydrocarbons) no longer posed a threat to human health or the environment. The analytical results for the collected soil samples only identified a single point of contamination located 17 feet below the ground surface, which is deeper than the point of compliance of 15 feet per Washington Administrative Code (WAC) 173-340-740(6)(d). Based on the completed cleanup completed, Ecology submitted a No Further Action (NFA) letter for the facility dated May 19, 2004.

Heron Apartments (7662 159th PL NE)

In July 2016, during construction of the Heron Apartments (north of the Subject Property), an abandoned UST for a former heating oil unit associated with the historic Accurate Auto Body business was discovered beneath the ground surface. Remedial action included pumping the remaining contents of the UST (approximately 184 gallons), proper removal and disposal of the UST, excavating approximately 74 tons of impacted soil, and collecting five confirmatory soil samples from the sidewall and bottom of the excavation pit. Important to note is that groundwater was not encountered during excavation activities and thus not sampled. The analytical results for all five soil samples did not identify any detections for diesel and heavy oil-range petroleum hydrocarbons above the Model Toxics Control Act (MTCA) Method A cleanup levels. Subsequently, Ecology issued the facility an NFA letter on September 8, 2017, for the completion of cleanup activities.

Redmond City/Leary Way Shop Bldg 1-9, and 10 (7733 Leary Way NE)

The Leary Way Shop facility, located northeast of the Subject Property, was historically occupied by the King County Department of Transportation, Road Maintenance facility, which included vehicle maintenance and fueling, machine shop fabrication, and material storage. The facility is broken up into two separate cleanup site identification numbers: one for building 10 (1979) and one for buildings 1-9 (1736). The Leary Way buildings 1-9 were discovered to have groundwater contaminated with tetrachloroethylene (TCE), and soil contaminated with total petroleum hydrocarbons (TPH) diesel and oil, TCE, metals, and benzo(a)pyrene compounds. Whereas Leary Way building 10 was discovered with only groundwater and soil contaminated with TPH diesel and/or oil range hydrocarbons. Remedial action for both facilities included over-excavation of impacted soils and natural attenuation monitoring for groundwater. Based on the analytical results for confirmatory soil samples from excavations and at least four consecutive quarters of groundwater monitoring that did not identify exceedances of contaminants of concern, Ecology issued both facilities an NFA letter on July 16, 2009 and May 22, 2009, respectively.

T&D Feed (16355 Cleveland St)

The T&D Feed facility, located northeast of the Subject Property, operated as a storage and distribution facility for farm-related products until the mid-1990s. Site assessment and site cleanup investigations completed at the facility identified carcinogenic polycyclic aromatic hydrocarbons (cPAH) impacted soil and PCE-impacted groundwater. However, the PCE-impacted groundwater was determined to be from an offsite source, thus not the responsibility of the T&D Feed facility to remediate. In June 2012, approximately 67 tons of cPAH-impacted soil was excavated from the facility followed by subsequent collection of confirmatory soil samples from the sidewall and/or bottom of the excavation pit. The soil analytical results for the collected soil samples did not identify any exceedances above the MTCA Method A cleanup levels. On March 21, 2013, Ecology issued the facility an NFA letter based on the completed remedial actions.

Linder Parcel (7800 Gilman St)

The Linder Parcel facility, located northeast of the Subject Property, historically operated as an automotive service building, a commercial building, and a residence. In 2012, during subsurface investigation activities, two abandoned 300-gallon heating oil USTs were encountered on the property. Both USTs were decommissioned, and properly removed and disposed of. Contaminated soil was identified from approximately 2 to 13 feet below ground surface at the northeast portion of the facility. In June 2012, approximately 515 tons of petroleum-impacted and lead/cadmium-impacted soil was excavated from the facility and properly disposed of at a designated landfill to receive such soil. Confirmatory soil samples collected from the excavation pit did not detect concentrations of contaminants of concern above respective standards. In addition, based on groundwater sample analytical results from 2011 and 2012, shallow groundwater was determined to be unimpacted by the historical operations of the facility. On April 1, 2013, Ecology issued the facility an NFA letter based on the completed remedial actions.

T&D Feeds Railroad Site (164th Ave NE)

The T&D Feeds Railroad facility, located to the northeast of the Subject Property, is the location of the former Burlington Northern Santa Fe (BNSF) railroad that previously crossed the City's right-of-way for 164th Avenue NE. In 2005, cPAH-impacted soil and related "black clinker" material associated with the operation of the former railroad and the storage of coal in rail cars, was identified at the facility. The City of Redmond acquired the BNSF railroad right of way in 2010 and subsequent cleanup investigation and remediation activities ensued. In September and October 2012, approximately 277.8 tons of cPAH-impacted soil was removed from the property. The analytical results for all collected confirmatory soil samples did not exceed MTCA Method A cleanup levels. On July 1, 2013, Ecology issued the facility an NFA letter based on the completed remedial actions.

Based on the successful cleanup action and NFA determination of all six facilities, none of the aforementioned cleanup sites are considered an REC. Reports and documents obtained from Ecology's website related to the cleanup actions are found in Appendix G.

4.1.3 Regulatory Agency File and Records Review

Based on the status of the Subject Property, regulatory database listings, and other information obtained during this ESA, a regulatory file review was determined not likely to be useful in evaluating RECs.

4.2 Additional Environmental Record Sources

WSP did not review other environmental sources except as referenced.

4.3 Physical Setting Sources

4.3.1 Sources Reviewed

The following sources were reviewed to obtain information on the physical setting of the Subject Property area:

- King County GIS Center – iMap. 2024. <https://kingcounty.gov/services/gis/Maps/imap.aspx>. Accessed January 19, 2024.
- Minard, J.P. and Booth, D.B. 1988. Geologic map of the Redmond quadrangle, King County, Washington. Miscellaneous Field Studies Map MF-2016. United States Geological Survey.

- Minard, J.P. 1983. Geologic map of the Kirkland quadrangle, Washington. Miscellaneous Field Studies Map MF-1543. United States Geological Survey.

4.3.2 General Topographic Setting of the Area

The Subject Property and immediate surrounding areas are on a small alluvial plain, drained by several local creeks, and bounded by nearby drift uplands. The Subject Property slopes downward toward the east-southeast from a high at the northwest side of 40 feet above mean sea level (amsl) down to the southeast corner at 30 feet amsl.

4.3.3 Geologic and Hydrogeologic Setting

The recent geologic history of the Puget Sound Lowland region has been dominated by several glacial episodes. The most recent, the Vashon Stade of the Fraser Glaciation (about 12,000 to 20,000 years ago), is responsible for most of the present day geologic and topographic conditions. As world-wide sea levels lowered and the Puget Lobe of the Vashon Stade advanced southward from British Columbia into the Puget Sound Lowland, sediments composed of proglacial lacustrine silt and clay, advance outwash, lodgment till, and recessional outwash were deposited upon either bedrock or older Pre-Vashon sediments. The older Pre-Vashon deposits include predominantly glacial and nonglacial sediments deposited during repeated glacial and interglacial periods during the past two million years. As the Puget Lobe of the Vashon Stade glacier retreated northward, it deposited a discontinuous veneer of recessional outwash and local deposits of ablation till upon the glacial landscape. The sculpted landscape was characterized by elongated north-south oriented uplands, and intervening valleys. Post glacial deposits include alluvium deposited within active stream channels, modern lacustrine deposits, organic silt and local peat deposits within kettle depressions, drainages, and outwash channels, and landslide deposits.

The Subject Property is mapped as underlain by Holocene younger alluvium (Qyal) consisting largely of organic rich fine sand, silt, and clay. Surface soil is mapped on the Subject Property's north portion as Everett very gravelly sandy loam, somewhat excessively drained; the southwest portion as Pilchuck loamy fine sand, excessively drained; and on the central portion as Earlmont silt loam, somewhat poorly drained.

4.3.4 Surface Water and Hydrologic Setting

Two stormwater retention ponds located on the southeast and southwest portions of the Subject Property were constructed by at least 2002. A third stormwater retention pond was constructed on the northwest portion of the Subject Property by 2009. The Sammamish River adjoins the Subject Property to the west and Bear Creek is located approximately 200 feet to the south of the Subject Property.

4.4 Historical Use Information on the Subject Property

4.4.1 Subject Property Historical Use Summary

The Subject Property was undeveloped before being regraded and developed as the west portion of a larger golf course area. The golf course, known then as Redmond Golf Links, opened as an 18-hole golf course in 1932 encompassing approximately 120 acres. The golf course closed in 1981 pending future development. From the 1980s to the early 2000s, the Subject Property remained as vacant land. By 2002, stormwater retention ponds and asphalt-paved walkways to be used for recreational activities were constructed on the Subject Property, as is the current configuration of the Subject Property today. (references: [Redmond Town Center - Wikipedia](#), and [Redmond History: 1981-1990 \(redmondhistoricalsociety.org\)](#)).

4.4.2 Standard Historical Records

4.4.2.1 Aerial Photographs Review

Historical aerial photographs were obtained by EDR for the years 1943, 1965, 1968, 1978, 1980, 1990, 2006, 2011, 2015, and 2019. Appendix C includes the EDR Aerial Photo Decade Package with copies of the historical aerial photographs. In addition, Google Earth Imagery was reviewed to supplement the aerial photograph review. The following bullets summarize the area's development over time, as observed in the photographs:

- 1940s: The Subject Property is depicted as undeveloped, vegetated land. No structures are visible on the Subject Property. Bear Creek appears to border the southwest corner of the Subject Property, Leary Way is constructed to the north of the Subject Property, and Sammamish River is located to the west of the Subject Property. The historic Burlington Northern Santa Fe Railroad is depicted to the northeast of the Subject Property. Sparse mixed commercial and residential development is depicted to the northeast of the Subject Property, and the remaining surrounding area is undeveloped, vegetated land.
- 1960s – Early 1980s: The Subject Property is developed as the west portion of a larger golf course located to the east. No structures are visible on the Subject Property. Bear Creek has been rerouted further south of the Subject Property and the southwest corner of the Subject Property has been filled and regraded. Sammamish River, located to the west, has been widened and the banks appear closer to the Subject Property. By 1978, Highway SR 520 is being constructed to the south of the Subject Property and the Marymoor Park baseball fields are apparent to the south. The surrounding area consists of increased commercial development to the north and sparse residential development and vegetated land to the south and west.
- 1985 – 1990s: The Subject Property has been regraded and appears to no longer be in use as a golf course. No structures are visible on the Subject Property. Commercial and multi-family residential development has increased to the west and northwest.
- 2000s - 2020: By the early 2000s, the Subject Property is developed with three stormwater retention ponds and asphalt-paved walkways to be used for recreational activities. No structures are visible on the Subject Property. By the late 2010s, the Burlington Northern Santa Fe Railroad is no longer apparent and has been replaced with a paved walking trail. From at least 2017 to early 2019, the central portion of the Subject Property appears separately fenced off and used as construction staging during the development of the Archer Hotel Redmond located to the east-southeast of the Subject Property. The surrounding area has increased in commercial and retail development inclusive of the Redmond Town Center to the east, and commercial and residential development to the north and west.

4.4.2.2 Sanborn® Fire Insurance Map Review

WSP obtained a Certified Sanborn® Map Report from EDR. This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on the Subject Property information, and fire insurance maps covering the Subject Property were not found.

4.4.2.3 Property Tax Files

WSP obtained property tax, property sale, and parcel information online from the King County Parcel Viewer interactive map. EDR also provided a tax parcel map. These records provided no environmental information. A copy of these records is included in Appendix A.

4.4.2.4 Recorded Land Title Records/Environmental Lien Search

An environmental liens and activity use limitations (AULs) search was conducted by EDR of the parcel that includes the Subject Property. EDR found no environmental liens or AULs in the recorded documents. The EDR report includes a Bargain and Sale Deed dated August 1, 2013, with grantor as Pacific Premier Retail Redmond Adjacent Development LLC and grantee as G&I VII Redmond Development LLC. The deed also includes a legal description of the Subject Property. The EDR report is included in Appendix A.

4.4.2.5 Historical Topographic Map Review

Historical USGS topographic quadrangle maps were obtained from EDR for the years 1895, 1897, 1950, 1968, 1973, 2014, 2017, and 2020. Copies of the EDR historical topographic maps are included in Appendix C. The following bullets summarize the area's development over time, as observed in each historical topographic map:

- 1890s: The Subject Property and adjacent areas are undeveloped and/or low-lying wetland areas. Scattered developments and roads, and a railway are present in the surrounding area.
- 1950s – 1970s: The Subject Property, northern and eastern adjoining properties are labelled as a "Golf Course." No structures are mapped on the Subject Property. The area to the northeast is increasingly developed.
- 2010s- 2020s: No significant changes are observed to the Subject Property or adjoining properties. Similar to USGS topographic maps, this map does not show buildings or minor features. Only roads, water features, and major labeled features are shown. The level of detail on the map does not allow for detailed interpretation.

4.4.2.6 Local City Directories

WSP obtained from EDR an abstract report of city directory listings for the Subject Property and adjacent properties. The Subject Property is not listed with an address in the City Directory. However, it is likely the Subject Property was historically listed as the Redmond Golf Links golf course located at 7730 Leary Way during its operation. The EDR city directory abstract is included in Appendix C.

4.4.2.7 Building Records

WSP obtained from EDR, a building permit report that covered a timeframe from 1990 to 2023. No permits were identified for the Subject Property. The EDR building permit report is included in Appendix C.

4.4.2.8 Zoning and Land Use Records

The Subject Property is zoned mixed use – Town Center (TWNC) – City of Redmond Zoning Map 3/16/2019.

4.5 Historical Use Information on Adjoining Properties

The following is a summary of historical use information for adjoining properties based on information obtained from the Subject Property visit and a review of historical documents.

- North: The northeastern adjoining property has been undeveloped land, and the northwestern adjoining property was developed with a commercial business, RP Auto SVC (automobile repair and maintenance) from the 1980s to early 2000s, and multi-family residential development.
- East: The eastern adjoining property was developed as a golf course from the 1960s to the 1980s, and subsequently developed as the Redmond Town Center in the early 2000s.

- South: The southern adjoining property was developed as a golf course from the 1960s to the 1980s. Bear Creek was rerouted further south in the 1960s, and Highway SR 520 was constructed to the south in the 1970s.
- West: The western adjoining property was undeveloped until the 1980s with the construction of a house followed by an apartment complex in the mid-1950s.

5.0 SITE RECONNAISSANCE

WSP performed a visual assessment of the Subject Property to identify potential sources of chemical and petroleum contamination. The WSP representatives assessed surficial evidence of potential impacts such as waste or refuse dumping, stressed vegetation, stained soils, and/or stained paving. Photographs recorded during the site assessment are included in Appendix D.

5.1 Methodology and Limiting Conditions

Selena Kimball of WSP performed the Subject Property reconnaissance on January 26, 2024. The weather was clear with overcast, and the temperature was approximately in the low 50° Fahrenheit range. WSP was not accompanied by a site representative. The areas reviewed included exterior areas and adjoining properties. Nearby streets and properties were reviewed via windshield survey.

5.2 General Site Setting

The Subject Property is in a mixed-use commercial/residential area in Redmond, King County, Washington.

5.2.1 Current Use of the Subject Property

The Subject Property is currently used for recreational activities.

5.2.2 Past Use of the Subject Property

Past use of the Subject Property has been identified as a golf course from the 1960s to the 1980s, however, evidence of the past use of the Subject Property was not observed during the site visit.

5.2.3 General Description of Structures

No structures were observed on the Subject Property during the site visit.

5.2.4 Roads

There are no paved roadways within the Subject Property. However, there are asphalt-paved walking trails for pedestrian use.

5.2.5 Potable Water Supply

Potable water can be supplied to the Subject Property by the City of Redmond, which is the service provider in the area.

5.2.6 Sewage Disposal System

The Subject Property can be connected to the City of Redmond sewer system, which is the service provider in the area.

5.3 Interior and Exterior Observations

WSP identified current or past activities, if any, likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products to the extent they were observed during the Subject Property visit or identified from the interviews or the records review. The substances and approximate quantities, types of containers (if any), and storage conditions are discussed in the following subsections.

5.3.1 Storage Tanks

WSP did not observe any evidence of storage tanks during the site visit.

5.3.2 Odors

WSP did not note any odors of concern during the site visit.

5.3.3 Pools of Liquid

WSP did not observe any pools of liquid during the site visit.

5.3.4 Drums

WSP did not observe any evidence of drums during the site visit.

5.3.5 Hazardous Substances and Petroleum Product Containers

WSP did not observe any hazardous substances or petroleum products during the site visit.

5.3.6 Unidentified Substance Containers

WSP did not observe unidentified substance containers during the site visit.

5.3.7 Evidence of Polychlorinated Biphenyls

Polychlorinated biphenyls compounds (PCBs) are typically associated with fluid-cooled (wet) electrical transformers, large capacitors, wet switchgear, hydraulic oils, caulks, and coatings manufactured between the early 1940s and the late 1970s. The manufacture of PCBs in the United States was banned in 1978 though some uses were still allowed.

WSP observed no evidence of PCBs during the site visit. Two pad-mounted transformers presumably owned by Puget Sound Energy (PSE) were located along the north and northeast boundaries of the Subject Property. No leaks or stains were observed at this transformer.

5.3.8 Heating/Cooling

WSP observed no evidence of heating or cooling systems during the site visit.

5.3.9 Stains or Corrosion

WSP observed no evidence of stains or corrosion during the site visit.

5.3.10 Drains and Sumps

WSP observed no evidence of drains or sumps during the site visit.

5.3.11 Pits, Ponds, or Lagoons

WSP observed no evidence of pits, ponds, or lagoons during the site visit other than the constructed stormwater ponds on the northern third of the Subject Property.

5.3.12 Stained Soil or Pavement

WSP observed no evidence of stained soil or pavement during the site visit.

5.3.13 Stressed Vegetation

WSP observed no evidence of stressed vegetation during the site visit.

5.3.14 Solid Waste Disposal

Solid waste generated at the Subject Property consists of small quantities of municipal garbage picked up periodically by the local garbage hauling service.

5.3.15 Wastewater

The Subject Property does not generate any wastewater.

5.3.16 Wells

WSP did not observe any evidence of wells during the site visit.

5.3.17 Septic Systems

WSP observed no evidence of septic systems during the site visit.

5.3.18 Other Interior and Exterior Observations

WSP did not observe other environmental conditions on the Subject Property during the site visit.

5.4 Off-Site Observations

The following two sections discuss off-site observations to the extent that the current uses of the adjoining properties were observable during the Subject Property reconnaissance and were likely to indicate a REC in connection with the adjoining properties or the Subject Property.

5.4.1 Adjoining Properties

WSP's observations of adjoining properties did not indicate evidence of RECs.

5.4.2 Other Surrounding Properties

WSP's observations of other surrounding properties did not indicate evidence of RECs.

6.0 INTERVIEWS

6.1 Overview

The purpose of interviews with past and present owners and occupants is to obtain information indicating RECs in connection with the Subject Property. Information obtained through these interviews is discussed in relevant sections of this Report.

6.2 Interview with Owners, Past Owners, Past Operators, and Past Occupants

Past owners, past operators, and past occupants were not available for interview.

6.3 Interview with Site Manager

A site manager was not available for interview.

6.4 Interview with Occupants

Current occupants were not available for interview.

6.5 Interview with Local Government Officials

WSP interviewed Mr. David Amble, Senior Real Property Specialist with the City of Redmond.

6.6 Interviews with Others

WSP did not interview others.

7.0 DISCUSSION

This section identifies the known or suspect RECs, controlled RECs, historical RECs, and de minimis conditions identified during the Phase I ESA.

7.1 Findings and Opinions

7.1.1 Recognized Environmental Conditions

The Phase I ESA has revealed no evidence of RECs in connection with the Subject Property.

7.1.2 Controlled Recognized Environmental Conditions

A CREC is a recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substance or petroleum products allowed to remain in place subject to implementation of required controls. The identification of a CREC does not imply that WSP has evaluated or confirmed the adequacy, implementation, or continued effectiveness of the required control(s). The Phase I ESA has revealed no evidence of CRECs in connection with the Subject Property.

7.1.3 Historical Recognized Environmental Conditions

An HREC is a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by a regulatory authority or authorities, without subjecting the property to any controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). WSP's rationale for considering these environmental conditions as HRECs is based solely on the information stated herein. Designation as an HREC, however, does not preclude the potential for the condition to affect the Subject Property environmental condition which, in the past, would have been considered a REC, but which may or may not be considered a REC currently. WSP's rationale for considering such environmental conditions as HRECs is based solely on the information stated herein. Designation as an HREC however, does not preclude the potential for the condition to affect the Subject Property. The Phase I ESA has revealed no evidence of HRECs in connection with the Subject Property.

7.1.4 De Minimis Conditions

De minimis conditions are not recognized environmental conditions. De minimis conditions generally do not present a threat to human health or the environment and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. WSP identified one de minimis condition for the Subject Property.

The Subject Property was part of a golf course that opened in 1932 and closed in 1981. Golf courses historically have used pesticides and herbicides and conducted fuel dispensing and storage as part of routine landscape maintenance. Typically, these landscape chemical products would be applied to the golf tees and golf green areas. These products were mainly mixed and stored in and around structures, typically the golf maintenance shop and related structures. Historical records reviewed indicated that no structures were historically present on the Subject Property. The rationale for considering the historical golf course as a de minimis condition rather than a REC is as follows:

- No structures were historically present on the Subject Property that would indicate an area of chemical product storage or fueling operations on the Subject Property.

- Grading and disturbance of the Subject Property soils in the late 1990s/early 2000s for stormwater pond construction would disperse and dilute potential pesticides and herbicides if present in surface soils.
- Pesticides and herbicides, if present in surface soils, would degrade through natural processes after the closure of the golf course in 1981.
- Other portions of the former golf course were redeveloped as part of Redmond Town Center with no regulatory evidence of contamination discovery or cleanup actions related to the historic golf course operations.
- Anticipated future land use is passive recreational use.

7.2 Data Gaps

A data failure occurs when all the standard historical sources that are reasonably ascertainable and likely to be useful have been reviewed and yet the objectives have not been met. Some data failures may comprise data gaps. A data gap is defined as the lack of or inability to obtain information required by the ASTM Standard despite good faith efforts by the environmental professional to gather such information. A significant data gap occurs when a data gap impacts the ability of the environmental professional to identify RECs. No significant data gaps were identified during this assessment.

8.0 CONCLUSIONS

WSP performed a Phase I ESA of the Lot 17 property located to the southwest of the intersection of Bear Creek Parkway and Leary Way, Redmond, Washington, 98052 in conformance with the scope and limitations of the ASTM Standard. Any exceptions to, or deletions from, the ASTM Standard are described in the appropriate sections of this Report.

The Phase I ESA has revealed no evidence of CRECs in connection with the Subject Property.

The Phase I ESA has revealed no evidence of RECs in connection with the Subject Property.

9.0 REFERENCES

The Report's author annotated the reference sources relied upon in preparing the Phase I ESA in the relevant sections of this Report.

10.0 QUALIFICATIONS AND SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

Selena Kimball, an Associate Geologist with 3 years of professional experience, conducted the site reconnaissance and prepared this Report. Mr. Neil Gilham, Lead Consultant, Geologist, with more than 35 years of professional experience, served as the Quality Assurance/Quality Control reviewer of the Report. Resumes for members of the project team are included in Appendix F.

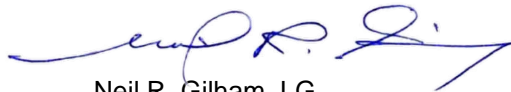
“We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR Part 312.

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

WSP USA Inc.



Selena Kimball
Associate Geologist

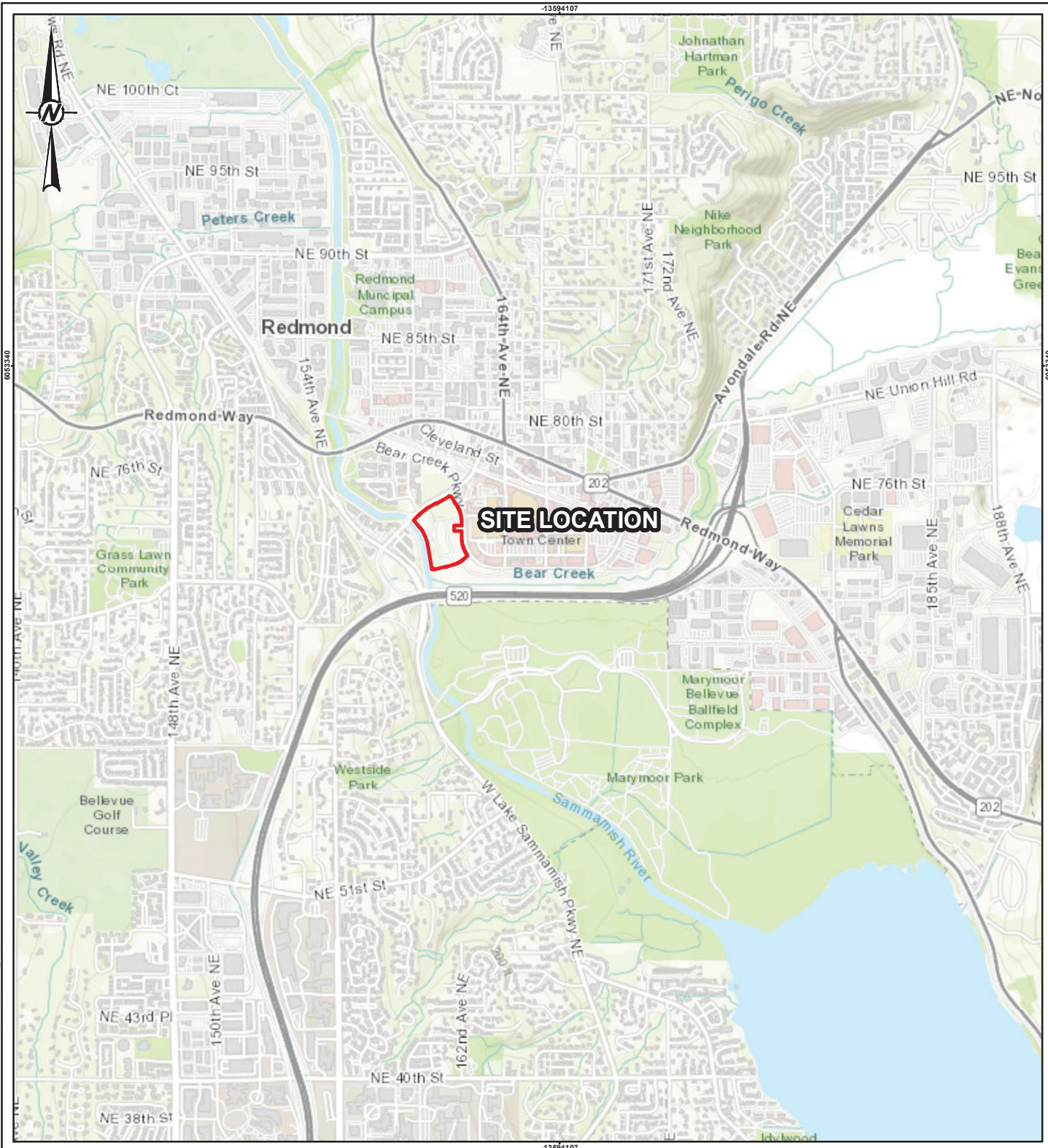


Neil R. Gilham, LG
Lead Consultant, Geologist

SK/NRG/ks

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Figures



REFERENCE(S):
 SERVICE LAYER CREDITS: SOURCES: ESRI, HERE, GARMIN, INTERMAP, INCREMENT P CORP., GEBCO, USGS, FAO, NPS, NRCAN, GEOBASE, IGN, KADASTER NL, ORDINANCE SURVEY, ESRI JAPAN, METI, ESRI CHINA (HONG KONG), (C) OPENSTREETMAP



CLIENT

CITY OF REDMOND

CONSULTANT



YYYY-MM-DD	2/9/2024
DESIGNED	SK
PREPARED	EM
REVIEWED	
APPROVED	

PROJECT

PHASE I ENVIRONMENTAL SITE ASSESSMENT - LOT 17
 SOUTHWEST INTERSECTION OF LEARY WAY AND BEAR CREEK
 PARKWAY, REDMOND, WA 98052

TITLE

SITE LOCATION

PROJECT NO.	CONTROL	REV.	FIGURE
31407601.000	0000	1	1361

PATH: G:\CityofRedmond\Lot_17\98_PROD\FIGURE\FIGURE31407601_Phase I ESA_Figure 1_SiteLocation.mxd PRINTED ON: 2024-02-09 AT: 2:17:35 PM

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REFERENCE(S):
 SERVICE LAYER CREDITS: SOURCE: ESRI, MAXAR, EARTHSTAR GEOGRAPHICS, AND THE GIS USER COMMUNITY

CLIENT
 CITY OF REDMOND

PROJECT
 PHASE I ENVIRONMENTAL SITE ASSESSMENT - LOT 17
 SOUTHWEST INTERSECTION OF LEARY WAY AND BEAR CREEK
 PARKWAY, REDMOND, WA 98052



CONSULTANT	YYYY-MM-DD	2/9/2024
	DESIGNED	SK
	PREPARED	EM
	REVIEWED	
	APPROVED	

TITLE
SITE PLAN

PROJECT NO.	CONTROL	REV.	FIGURE
31407601.000	0000	1	2

1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANS/A



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-115
Type: Consent Item

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

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Micheal Despain	Interim Deputy Chief
Fire	Ameé Quiriconi	Deputy Chief

TITLE:
Acceptance of Grant from PSE for EV Charging Infrastructure at Fire Stations 11 and 12

OVERVIEW STATEMENT:

As the fire department transitions to electric vehicles, electrical charging infrastructure and equipment for the fire stations are needed. If approved, this program will allow Puget Sound Energy to provide up to \$500,000 worth of charging infrastructure and equipment-\$250,000 for each station-with 10 years of free maintenance. Fire requests approval of the funding from Puget Sound Energy and request the Finance Department amend the 2023-2030 CIP to include the EV Charging Station Project for Fire Stations 11 and 12.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City of Redmond - Environmental Sustainability Action Plan (ESAP) - September 2020
Redmond Fire Department - Strategic Plan 2022-2027
- **Required:**
Grant acceptance requires Council approval.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

An electric fleet will help achieve the City’s goals in terms of lowering our use of fossil fuels, our production of CO2 within our fleet, lowering routine maintenance costs for the Fire Department, and reducing noise levels during routine/non-emergency operation of the vehicle for the community. The charging equipment required to support this project is very expensive and requires specialized experience in heavy vehicle charging. PSE is offering to provide up to \$250,000 per station for the purposes of installing this equipment, thus lowering the impact to the general fund. PSE is also offering 10 years of free monitoring and maintenance for the equipment.

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:

Please review attached CIP Project Information Sheets for proposed budget and project funding sources information.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

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

If yes, explain:

N/A

Funding source(s):

CIP Budgeted Amount - \$385,058.00
Puget Sound Energy grant funding - \$500,000.00
25% match provided by WA Dept of Ecology - \$24,159.19

Budget/Funding Constraints:

Station 12's electrical infrastructure must be completed by October 2024 to support the electric fire engine, which will also arrive around October 2024.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/7/2023	Business Meeting	Approve
7/16/2024	Committee of the Whole - Public Safety and Human Services	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed	N/A

Time Constraints:

The construction quote, which expired July 30, 2024, will be honored by PSE through August 2024. We can renew it, but we fear the City's matching costs will increase over time.

ANTICIPATED RESULT IF NOT APPROVED:

The City of Redmond could be required to fund 100% of the electrical charging infrastructure projects.

ATTACHMENTS:

- Attachment A: CIP Project Information Sheet - Station 11
- Attachment B: CIP Project Information Sheet - Station 12
- Attachment C: Skyline Electrical Project Quote for Station 11
- Attachment D: Skyline Electrical Project Quote for Station 12



CIP Project Information Sheet

Project Name: Fire Station 11 Electric Vehicle Charging Stations

Project Status: New
Functional Area(s): Fire
Relevant Plan(s): Fire Strategic Plan
Neighborhood: Downtown

Time Frame: 2024-2025
Budget Priority: Strategic and Responsive
Citywide Rank: N/A
Functional Area Priority: High

Location: 8450 161st Ave NE

Description:
 Install EV Charging Infrastructure at Fire Station 11 to support new electric vehicles.

Anticipated Outcomes: *Primary:* Reinvestment *Secondary:* Environmental Sustainability
 Installation of 2 DC Fast Chargers and 4 Level 2 Chargers at Station 11.

Request: *Primary Reason(s):* New Project
 In support of the City's Environmental Sustainability Action Plan (ESAP), the Fire Department has purchased two support staff vehicles.

Proposed Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Proposed Budget			\$562,580						\$562,580

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)									
Construction			\$562,580						\$562,580
Contingency									
Total			\$562,580						\$562,580

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

Explanation:

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Grant - Puget Sound Energy		\$250,000		\$250,000
Gen Gov't/Facilities CIP		\$312,580		\$312,580
Total		\$562,580		\$562,580





CIP Project Information Sheet

Project Name: Fire Station 12 Electric Vehicle Charging Stations

Project Status: New
Functional Area(s): Fire
Relevant Plan(s): Fire Strategic Plan
Neighborhood: Downtown

Time Frame: 2024-2025
Budget Priority: Strategic and Responsive
Citywide Rank: N/A
Functional Area Priority: High

Location: 4211 148th Ave. NE

Description:

Install EV Charging Infrastructure at Fire Station 12 to support new electric vehicles.

Anticipated Outcomes: *Primary:* Reinvestment *Secondary:* Environmental Sustainability

Installation of 1 DC fast charger and 2 level 2 chargers at Station 12, as well the underground work needed to bring 3-phase power into the station.

Request: *Primary Reason(s):* New Project

In support of the City's Environmental Sustainability Action Plan (ESAP), the Fire Department has purchased an electric fire engine and two support staff vehicles.

Proposed Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Proposed Budget			\$346,637						\$346,637

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)									
Right of Way									
Design (31-100%)									
Construction			\$346,637						\$346,637
Contingency									
Total			\$346,637						\$346,637

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

Explanation:

Proposed Funding Sources:	Prior	2023-2028	Future	Total
Grant - Puget Sound Energy		\$250,000		\$250,000
Grant - Department of Ecology		\$24,159		\$24,159
Gen Gov't/Facilities CIP		\$72,478		\$72,478
Total		\$346,637		\$346,637



PUGET SOUND ENERGY**SCHEDULE 555
ELECTRIC VEHICLE FLEET CHARGING PRODUCTS AND SERVICES****Attachment "A" – Service Agreement (Company-Owned)**

This Service Agreement (this "Agreement") is made and entered into as of June 10], 2024 ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("HOST"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service under Company's Electric Tariff G, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 555 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host.

B. Host desires to acquire, as part of Company's products and services provided to Host under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Host certain EV charging products and services, subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. Term. Unless earlier terminated as provided herein, this Agreement will have a term of ten (10) years, commencing on the Effective Date and ending on the tenth (10th) anniversary of the Effective Date.

2. Equipment. The equipment related to the EV charging products and services made available to Host by Company pursuant to the Schedule and this Agreement is listed in Exhibit A to this Agreement, which exhibit is incorporated into this Agreement by this reference (collectively and as applicable, the "EV Equipment"). Company will provide and install the EV Equipment at Host's property located at the address specified in Exhibit A to this Agreement ("Premises"). The EV Equipment will remain electrically connected (subject to planned and unplanned outages) at the Premises during the term of this Agreement. As a result of this Agreement and the EV Equipment installed at the Premises, Host will be entitled to use the EV Equipment solely for purposes of charging electric vehicles for their own personal use.

3. Ownership; Taxes; Limited Scope. Host represents that Host is the owner of the Premises where the EV Equipment will be installed or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to the Schedule and this Agreement at the Premises. If Host holds a valid leasehold interest, Host will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Host acknowledges that, during the term of this Agreement, the EV Equipment, together with any replacements, upgrades, and other modifications of the foregoing, will remain the personal property of Company at all times. Company will be responsible for payment, on a pro-rata basis, of any personal property or other taxes on the EV Equipment to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate

PUGET SOUND ENERGY

schedule(s) of Company's tariffs accepted or approved by the Washington Utilities and Transportation Commission ("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Host under this Agreement. Host acknowledges that Company may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment. Host will promptly provide to Company, upon request, any information required in order for Company to make such filing. In addition, if this Agreement is determined to be a security agreement and to protect Company's rights in the EV Equipment, Host hereby grants Company a security interest in the EV Equipment and all proceeds and products thereof, and authorizes Company to cause this Agreement, or any statement or other instrument related to this Agreement showing the interest of Company in the EV Equipment (including a Uniform Commercial Code financing statement), to be filed or recorded to protect Company's interest in the EV Equipment.

4. Charges. As between Company and Host, Company is responsible for providing, installing, maintaining, replacing, and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host will pay to Company all costs and expenses (including reasonable attorneys' fees) in connection with the maintenance, repair, or replacement of, or value lost by any failure or impairment of the efficient operating condition of, the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement, or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

5. Host Responsibilities. Host will use the EV Equipment only for its ordinary intended purposes and only for Host's own personal use, in accordance with applicable laws, rules, and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move, or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules, and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host; and (d) upon Company's request, allow Company or its service providers to use Host's internet service for purposes of transmitting data to Company from the EV Equipment.

6. Collection and Use of Data. Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain, and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates, and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for information if Company believes disclosure is in accordance with or required by any applicable laws, rules, or regulations or by legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property, and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing, or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

PUGET SOUND ENERGY

7. Maintenance. During the term of this Agreement, Company will be responsible for maintaining the EV Equipment. The costs and expenses associated with any such maintenance of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4.

8. Equipment Failure; Repair and Restoration. Should any of the EV Equipment cease to function properly, Host must promptly provide written notice to Company, which notice must describe how the EV Equipment is not functioning properly. Following receipt of such written notice, Company will repair and restore such equipment in accordance with the applicable regulations of the WUTC. The costs and expenses associated with any such repair and restoration of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4. Company will notify Host about the repair and restoration within seven (7) business days after Company's receipt of Host's written notice to Company pursuant to this Section 8.

9. Limitation of Damages and Liability. THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, AND COMPANY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR RELATING TO THE SUITABILITY, DURABILITY, CONDITION, OR QUALITY OF THE EV EQUIPMENT. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE, OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS, OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 9 is intended to limit or otherwise affect any of the provisions of Schedule 80 or the rules or regulations of the WUTC applicable to Company.

10. Billing and Payment. All amounts payable by Host under the Schedule and this Agreement will be paid by Host as specified in Schedule 80.

11. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured thirty (30) days after such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer ownership of the EV Equipment at the Premises to Host. If this Agreement is terminated by Company due to an uncured breach or default of this Agreement by Host, Host will pay for: (a) all costs associated with the removal of the EV Equipment from the Premise or the transfer of ownership of the EV Equipment at the Premises to Host, as applicable; and (b) the undepreciated cost of such EV Equipment, as determined by Company in its reasonable discretion.

12. Expiration; Effect of Expiration. At least one hundred twenty (120) days prior to the expiration of this Agreement, Company will provide notice to Host of the upcoming expiration of this Agreement and Host's options related to the EV Equipment at the Premises following such expiration, which will include:

PUGET SOUND ENERGY

(a) replacement of the EV Equipment by Company in accordance with any applicable tariff schedules in effect at the time of such replacement; (b) removal of the EV Equipment from the Premises by Company; or (c) transfer of ownership of the EV Equipment at the Premises from Company to Host. If Host wishes to elect one of the foregoing three options upon the expiration of this Agreement, Host must notify Company in writing at least sixty (60) days prior to the expiration of this Agreement of the option that Host selects. If Host does not notify Company in writing of the option that Host selects, Company will transfer ownership of the EV Equipment at the Premise to Host, unless otherwise agreed by the Parties in writing.

13. Access. Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that: (a) Host has provided to Company in writing prior to access; and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company all licenses, rights-of-way, and easements necessary for the access described in this Section 13. Host will execute, acknowledge, and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record, or give notice of such licenses, rights-of-way, and easements.

14. Insurance. During the term of this Agreement, Host will maintain, at its expense, adequate insurance coverage to: (a) protect the Premises from and against any and all claims, costs, liabilities, damages, and expenses that may result from the performance or nonperformance of the EV Equipment under this Agreement; and (b) protect Company from any and all costs and expenses related to the loss, theft, vandalism, tampering, or other damage to the EV Equipment at the Premises resulting from any failure by Host to secure or protect the EV Equipment or from the negligence or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises). Upon Company's request, Host will provide Company with evidence of such insurance (such as a Certificate of Insurance) and other supporting materials that Company may reasonably request to verify Host's compliance with this Section 14. Host will ensure that the performance of Host's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Host or the Premises.

15. Indemnification. Company will indemnify and hold harmless Host for any losses Host incurs as a result of damage to Host's property or injury to persons caused by the installation, maintenance, or use of the EV Equipment at the Premises during the term of this Agreement; provided, however, that Company's indemnification obligations under this Section 15 will not apply to any losses that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement, and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Host receives to cover any losses for which Company indemnifies Host under this Section 15. Host will indemnify and hold harmless Company for any damages to the EV Equipment at the Premises or any losses Company incurs that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement.

16. Jurisdiction. This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Company's obligations under this Agreement are subject to Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance or approval of the WUTC. In the event of any conflict between the terms of this Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

PUGET SOUND ENERGY

17. Notices. All notices under this Agreement must be in writing and will be deemed given upon: (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) faxed with electronic confirmation of receipt; (d) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (e) solely for notices sent by Host to Company, delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section 17:

Company: Puget Sound Energy, Inc.
For deliveries by overnight delivery:
10885 N.E. Fourth Street
Bellevue, WA 98004
For deliveries by mail:
P.O. Box 97034
Bellevue, WA 98009
Fax: []
Attn: []
Email: []

Host: [City of Redmond Fire - Station 11]
[8450 161st. Ave. NE, Redmond WA 98052]
Fax: [N/A]
Attn: [Adrian Sheppard]

18. Assignment. This Agreement may not be assigned or transferred by Host without the prior written consent of Company, which must be requested by Host at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 18 will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

19. Survival. Sections 3, 4, 6, 9, 12, 15, 16, 17, 18, 19 and 20, and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

20. Miscellaneous. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a Party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 6

PUGET SOUND ENERGY

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

COMPANY:
PUGET SOUND ENERGY, INC.

By: Heather Mulligan

Name:

Heather Mulligan

Title:

Manager, Customer Clean Energy Solutions

HOST:

[City of Redmond Fire - Station 11]

By:

Name:

Adrian Sheppard

Title:

Fire Chief

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 7

PUGET SOUND ENERGY

**Exhibit A to
Attachment "A" – Non-Residential Commercial Fleet Charging Service Agreement**

1. Host's Premises: [Address 8450 161st. Ave. NE, Redmond WA 98052]
2. EV Equipment List:
 - 4 of Level 2 chargers
 - 2 of Direct Current Fast Chargers
 - Conduit and wiring from electrical panel to charger location(s)
 - Foundations installed per manufacturer recommendations and local jurisdiction requirements
 - See attached Site Plan and Estimate for detailed information

Up & Go Electric for Fleet Customer Cost Responsibility

CUSTOMER INFORMATION	
Organization/Entity Name:	City of Redmond Fire - Station 11
Project Address:	8450 161st. Ave. NE, Redmond WA 98052
Contact Name and Title:	Amee Quiriconi, Deputy Chief of Administration
Contact Phone:	
PROJECT SCOPE	
EVSE Item	Qty.
Installation	1
Single Port Level 2 EVSE (32A)	
Single Port Level 2 EVSE (40A)	4
Single Port Level 2 EVSE (48A)	
Single Port Level 2 EVSE (80A)	
Level 2 Pedestal	2
DC Fast Charger (50 kW)	
DC Fast Charger (75kW)	
DC Fast Charger (120 kW)	
DC Fast Charger (150 kW)	
DC Fast Charger (175 kW)	2
EVSE Networking and Maintenance	<i>Included</i>
SUB-TOTAL	\$ 562,580.43
PSE INCENTIVE	-\$ 250,000
TOTAL CUSTOMER COST	\$ 312,580.43
CUSTOMER ACKNOWLEDGEMENT	
<p>I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans.</p> <p>Customer Printed Name: Adrian Sheppard</p> <p>Customer Signature:</p> <p>Date: 6/10/2024</p>	



Standard Service Estimate

**PSE FLEV-00088 | CITY OF REDMOND FIRE - STATION 11 - 8450
161ST AVE NE, REDMOND, WA 98052**

Skyline Electrical Services
17722 67th Ave NE, Unit C
Arlington, WA 98223

Quote created: April 11, 2024
Quote expires: May 11, 2024
Quote created by: Jonathan Mitchell



LOCATION

PSE FLEV-00088 | City of Redmond Fire - Station 11 - 8450
161st Ave NE, Redmond, WA 98052

DETAILS

1. Installation of (4) Level 2 Juicebox 40 Chargers
2. Installation of (2) Concrete pads and posts for chargers
3. Installation of (4) 50amp 208v circuits from existing electrical room, overhead through
4. engine garage and outside, transition to underground conduit
5. Provide lift to install conduit overhead
6. Includes all labor and materials
7. Includes sheet rock repair in back bathroom near gym
8. Provided and Installation of new 800amp 277/480v Service outside of Station 11 in planter area
9. Installation of (3) 4in PVC conduits and feeder wire for new service feed
10. Install new service grounding system per code
11. Installation of (3) 4in conduits overhead into engine garage & transition to underground
12. conduit and stub in between each parking stall. (1 for future duel port charger)
13. Install (1) 3phase 277/480v 800amp electrical panel
14. Install (2) 350amp breakers for circuits for (2) Juicepump 175 duel port chargers to be
15. Includes all labor and material
16. Sub contracted work - Underground Locating, Saw Cutting, Concrete Removal, Excavation, Backfill/Restore, Pour and Polish Concrete, Vac Truck Primary Feed to building, Pour Concrete Service Pad for new Switch Gear, Restore landscaping, Concrete Testing, Bollards
17. Termination, energize and commission
18. Acquire permits and inspection from AHJ
19. Apply PSE sticker to the charger units
20. Cellular DBM signal (-65)

EXCLUSIONS

1. Enel X provides charger and pedestal
2. Striping, stenciling, or signage
3. Cutting, patching, or painting ceilings and walls
4. At time of estimate no engineering required, if needed by AHJ change order is necessary

PURCHASE TERMS

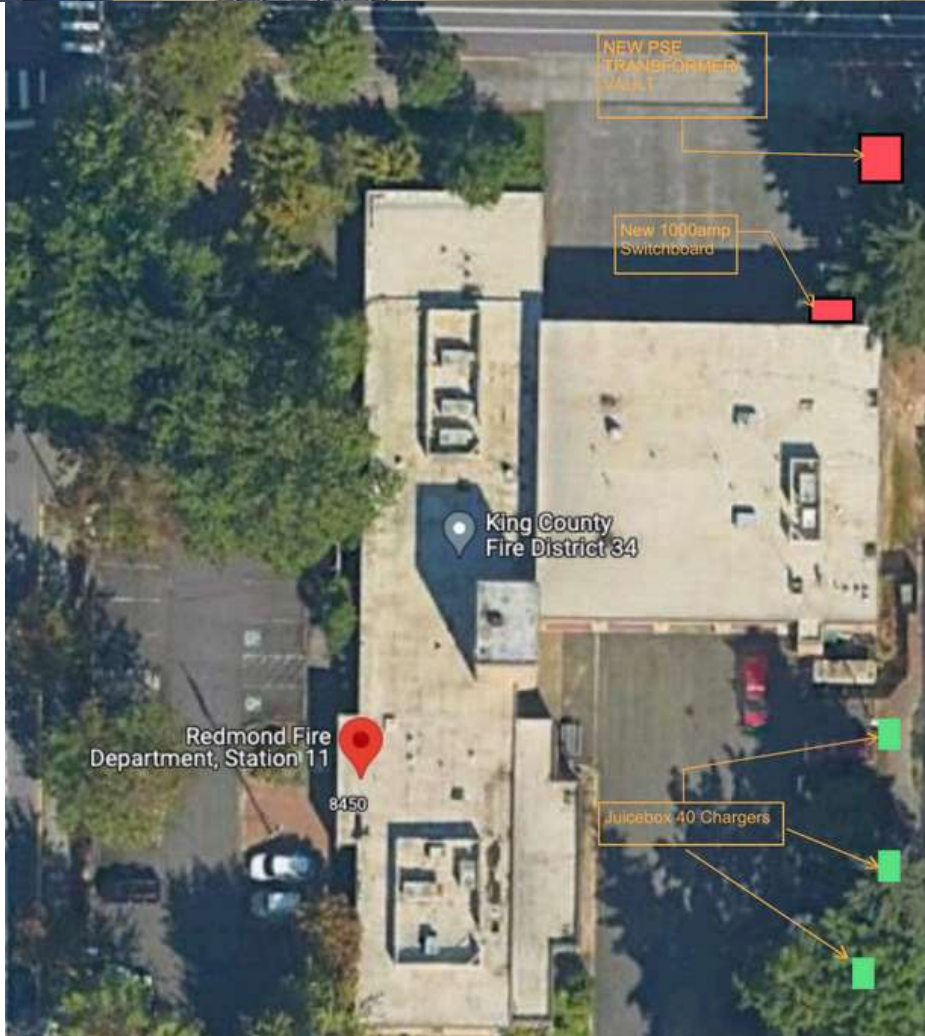
On behalf of Qmerit's contracting network, thank you for the opportunity to earn your business. The proposal includes all labor and materials unless otherwise specified in this quote.

Qmerit Electrification, LLC ("Qmerit") will dispatch a licensed electrical contractor ("Contractor") to perform the services specified in the Work Order ("Services") for the customer named therein ("Customer") based on the terms and conditions in Agreement JA10129469.

Site Photos

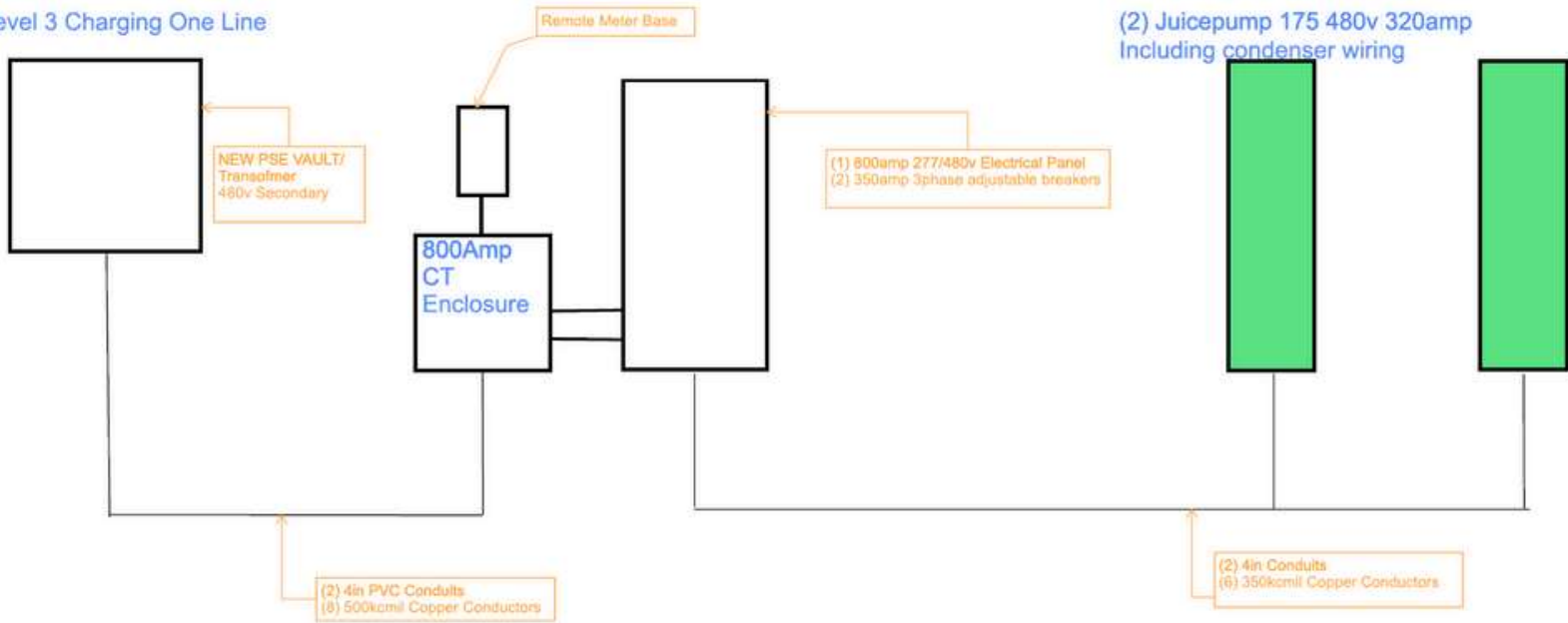


Site Photos

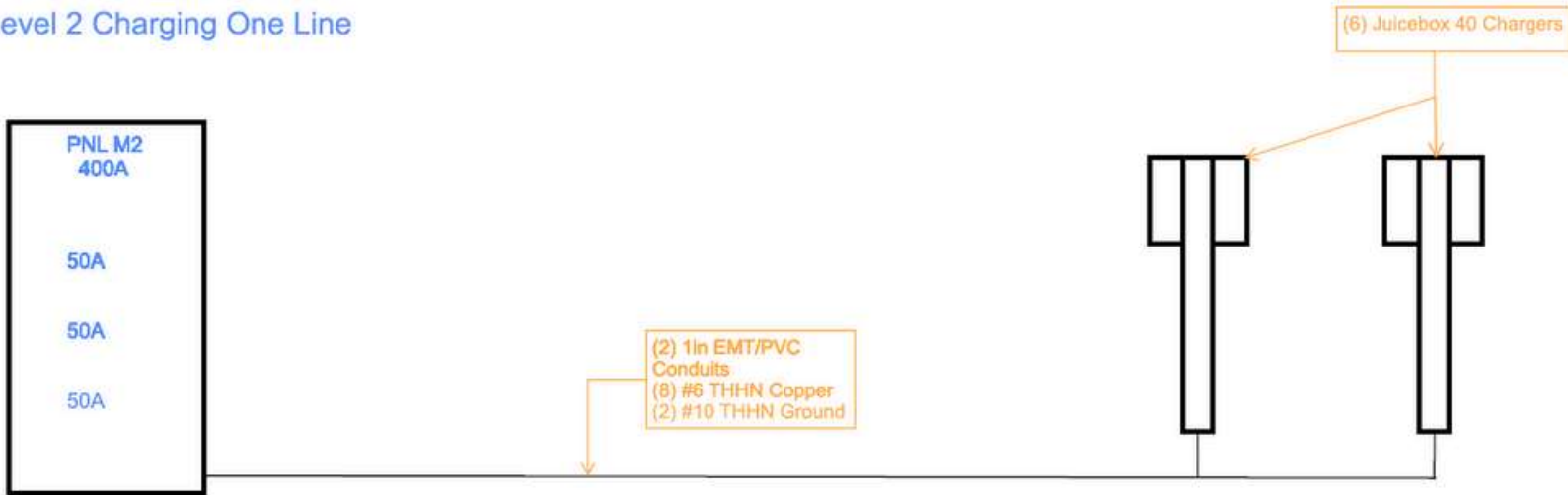


Site Photos

Level 3 Charging One Line



Level 2 Charging One Line



PUGET SOUND ENERGY**SCHEDULE 555
ELECTRIC VEHICLE FLEET CHARGING PRODUCTS AND SERVICES****Attachment "A" – Service Agreement (Company-Owned)**

This Service Agreement (this "Agreement") is made and entered into as of April 25], 2024 ("Effective Date"), by and between Puget Sound Energy, Inc. ("Company") and the individual or entity identified in the signature block of this Agreement ("HOST"). Company and Host may be referred to each as a "Party" and together as the "Parties" in this Agreement. Except as otherwise expressly defined herein, terms defined in Schedule 583 of Company's Electric Tariff G will have the same meaning when used in this Agreement.

A. Company intends to make available, as part of its Electric Service under Company's Electric Tariff G, certain electric vehicle ("EV") charging products and services to Host pursuant to Schedule 555 of Company's Electric Tariff G (the "Schedule") and this Agreement. All equipment related to such EV charging products and services made available to Host pursuant to the Schedule and this Agreement and installed by Company is, or upon installation will be, owned and operated by Company for purposes of delivering electric energy for the charging of electric vehicles by Host.

B. Host desires to acquire, as part of Company's products and services provided to Host under the Schedule, certain EV charging products and services from Company, and Company desires to provide to Host certain EV charging products and services, subject to the terms and conditions of this Agreement.

C. This Agreement forms part of the Schedule.

The Parties therefore agree as follows:

1. Term. Unless earlier terminated as provided herein, this Agreement will have a term of ten (10) years, commencing on the Effective Date and ending on the tenth (10th) anniversary of the Effective Date.

2. Equipment. The equipment related to the EV charging products and services made available to Host by Company pursuant to the Schedule and this Agreement is listed in Exhibit A to this Agreement, which exhibit is incorporated into this Agreement by this reference (collectively and as applicable, the "EV Equipment"). Company will provide and install the EV Equipment at Host's property located at the address specified in Exhibit A to this Agreement ("Premises"). The EV Equipment will remain electrically connected (subject to planned and unplanned outages) at the Premises during the term of this Agreement. As a result of this Agreement and the EV Equipment installed at the Premises, Host will be entitled to use the EV Equipment solely for purposes of charging electric vehicles for their own personal use.

3. Ownership; Taxes; Limited Scope. Host represents that Host is the owner of the Premises where the EV Equipment will be installed or holds a valid leasehold interest in such Premises and has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to the Schedule and this Agreement at the Premises. If Host holds a valid leasehold interest, Host will obtain the consent of the owner of the Premises prior to executing this Agreement and will provide Company with evidence of the same. Host acknowledges that, during the term of this Agreement, the EV Equipment, together with any replacements, upgrades, and other modifications of the foregoing, will remain the personal property of Company at all times. Company will be responsible for payment, on a pro-rata basis, of any personal property or other taxes on the EV Equipment to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate

PUGET SOUND ENERGY

schedule(s) of Company's tariffs accepted or approved by the Washington Utilities and Transportation Commission ("WUTC"). This Agreement does not grant or confer to Host any rights of occupancy. Except as specifically set forth herein, no rights or entitlements will be granted to Host under this Agreement. Host acknowledges that Company may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment. Host will promptly provide to Company, upon request, any information required in order for Company to make such filing. In addition, if this Agreement is determined to be a security agreement and to protect Company's rights in the EV Equipment, Host hereby grants Company a security interest in the EV Equipment and all proceeds and products thereof, and authorizes Company to cause this Agreement, or any statement or other instrument related to this Agreement showing the interest of Company in the EV Equipment (including a Uniform Commercial Code financing statement), to be filed or recorded to protect Company's interest in the EV Equipment.

4. Charges. As between Company and Host, Company is responsible for providing, installing, maintaining, replacing, and upgrading the EV Equipment during the term of this Agreement. Host will pay for the electricity supplied to the EV Equipment and to electric vehicles that are charged using the EV Equipment, all as specified in the Schedule. Host will pay to Company all costs and expenses (including reasonable attorneys' fees) in connection with the maintenance, repair, or replacement of, or value lost by any failure or impairment of the efficient operating condition of, the EV Equipment caused by the negligence or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or by the breach of any of Host's obligations under the Schedule, this Agreement, or Schedule 80 of Company's Electric Tariff G ("Schedule 80").

5. Host Responsibilities. Host will use the EV Equipment only for its ordinary intended purposes and only for Host's own personal use, in accordance with applicable laws, rules, and regulations. Host will not, and will not permit any other person to, tamper with, adjust, repair, modify, move, or relocate the EV Equipment without prior written consent from Company. Consistent with the Schedule and in addition to the other obligations of Host under this Agreement, Host will, during the term of this Agreement and at its expense: (a) maintain a dedicated clearance space around the EV Equipment of at least the minimum clearance space specified in the EV Equipment manufacturer's installation and operation specifications or the minimum clearance space specified by applicable laws, rules, and regulations, whichever is greater; (b) provide dedicated parking stall(s) for charging electric vehicles using the EV Equipment; (c) promote the availability of EV charging at the Premises to personnel of Host; and (d) upon Company's request, allow Company or its service providers to use Host's internet service for purposes of transmitting data to Company from the EV Equipment.

6. Collection and Use of Data. Host agrees that Company may collect information associated with the EV Equipment and its use pursuant to the Schedule and this Agreement, incentives offered by Company, and survey responses and other information provided by Host to Company. Host agrees that Company may use this information to: (a) deliver, maintain, and improve Company's products and services; (b) communicate with Host about products, services, surveys, incentives, rebates, and promotions offered by Company; (c) monitor and analyze usage, trends, and activities associated with the EV Equipment and its use for Company's business purposes; and (d) respond to questions, comments, and requests from Host, its personnel, and other individuals and entities. Host agrees that Company may disclose information collected by Company: (i) with vendors, consultants, and other service providers who need access to such information to carry out work or to perform services on Company's behalf; (ii) in response to a request for information if Company believes disclosure is in accordance with or required by any applicable laws, rules, or regulations or by legal process; (iii) if Company believes Host's actions are inconsistent with this Agreement, or to protect the rights, property, and safety of Company or others; (iv) in connection with, or during negotiations of, any merger, sale of assets, financing, or acquisition of all or a portion of Company's business; and (v) with Host's consent or at Host's direction.

PUGET SOUND ENERGY

7. Maintenance. During the term of this Agreement, Company will be responsible for maintaining the EV Equipment. The costs and expenses associated with any such maintenance of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4.

8. Equipment Failure; Repair and Restoration. Should any of the EV Equipment cease to function properly, Host must promptly provide written notice to Company, which notice must describe how the EV Equipment is not functioning properly. Following receipt of such written notice, Company will repair and restore such equipment in accordance with the applicable regulations of the WUTC. The costs and expenses associated with any such repair and restoration of the EV Equipment will be paid by Company or Host, as applicable, pursuant to Section 4. Company will notify Host about the repair and restoration within seven (7) business days after Company's receipt of Host's written notice to Company pursuant to this Section 8.

9. Limitation of Damages and Liability. THE OBLIGATIONS EXPRESSLY ASSUMED BY COMPANY IN SECTIONS 7 AND 8 ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, AND COMPANY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR RELATING TO THE SUITABILITY, DURABILITY, CONDITION, OR QUALITY OF THE EV EQUIPMENT. HOST SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST COMPANY FOR BREACH OF ANY WARRANTY OF THE EV EQUIPMENT. COMPANY FURTHER DISCLAIMS ALL LIABILITY FOR LOSS, DAMAGE, OR INJURY TO HOST, HOST'S PERSONNEL, REPRESENTATIVES, GUESTS, OR INVITEES TO OR ON THE PREMISES (INCLUDING INDIVIDUALS WHO RESIDE AT THE PREMISES), THE PREMISES, ANY PERSONAL PROPERTY AT THE PREMISES, OR ANY THIRD PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EV EQUIPMENT. HOST WILL ACCEPT THE EV EQUIPMENT IN AN "AS IS" CONDITION, BASED ON COMPANY'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS 7 AND 8. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER COMPANY NOR HOST WILL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EV EQUIPMENT OR THIS AGREEMENT.

Nothing in this Section 9 is intended to limit or otherwise affect any of the provisions of Schedule 80 or the rules or regulations of the WUTC applicable to Company.

10. Billing and Payment. All amounts payable by Host under the Schedule and this Agreement will be paid by Host as specified in Schedule 80.

11. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured thirty (30) days after such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination of this Agreement, Company will, at its option and in its sole discretion, either remove the EV Equipment from the Premises or transfer ownership of the EV Equipment at the Premises to Host. If this Agreement is terminated by Company due to an uncured breach or default of this Agreement by Host, Host will pay for: (a) all costs associated with the removal of the EV Equipment from the Premise or the transfer of ownership of the EV Equipment at the Premises to Host, as applicable; and (b) the undepreciated cost of such EV Equipment, as determined by Company in its reasonable discretion.

12. Expiration; Effect of Expiration. At least one hundred twenty (120) days prior to the expiration of this Agreement, Company will provide notice to Host of the upcoming expiration of this Agreement and Host's options related to the EV Equipment at the Premises following such expiration, which will include:

PUGET SOUND ENERGY

(a) replacement of the EV Equipment by Company in accordance with any applicable tariff schedules in effect at the time of such replacement; (b) removal of the EV Equipment from the Premises by Company; or (c) transfer of ownership of the EV Equipment at the Premises from Company to Host. If Host wishes to elect one of the foregoing three options upon the expiration of this Agreement, Host must notify Company in writing at least sixty (60) days prior to the expiration of this Agreement of the option that Host selects. If Host does not notify Company in writing of the option that Host selects, Company will transfer ownership of the EV Equipment at the Premise to Host, unless otherwise agreed by the Parties in writing.

13. Access. Host will provide Company, and Company will have the right of, such access to the EV Equipment as Company may reasonably require, by personnel and for equipment. Host may make such access subject to the observance by Company of such reasonable security and safety protocols and procedures of Host that: (a) Host has provided to Company in writing prior to access; and (b) does not cause Company to incur any unreasonable costs or expenses. Host hereby grants to Company all licenses, rights-of-way, and easements necessary for the access described in this Section 13. Host will execute, acknowledge, and deliver to Company additional documentation as Company may reasonably request to effectuate, evidence, vest, record, or give notice of such licenses, rights-of-way, and easements.

14. Insurance. During the term of this Agreement, Host will maintain, at its expense, adequate insurance coverage to: (a) protect the Premises from and against any and all claims, costs, liabilities, damages, and expenses that may result from the performance or nonperformance of the EV Equipment under this Agreement; and (b) protect Company from any and all costs and expenses related to the loss, theft, vandalism, tampering, or other damage to the EV Equipment at the Premises resulting from any failure by Host to secure or protect the EV Equipment or from the negligence or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises). Upon Company's request, Host will provide Company with evidence of such insurance (such as a Certificate of Insurance) and other supporting materials that Company may reasonably request to verify Host's compliance with this Section 14. Host will ensure that the performance of Host's and Company's obligations under this Agreement will not void or adversely affect any insurance policy covering Host or the Premises.

15. Indemnification. Company will indemnify and hold harmless Host for any losses Host incurs as a result of damage to Host's property or injury to persons caused by the installation, maintenance, or use of the EV Equipment at the Premises during the term of this Agreement; provided, however, that Company's indemnification obligations under this Section 15 will not apply to any losses that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement, and will be reduced on a dollar-for-dollar basis for any insurance or other third-party payment that Host receives to cover any losses for which Company indemnifies Host under this Section 15. Host will indemnify and hold harmless Company for any damages to the EV Equipment at the Premises or any losses Company incurs that result from the negligent acts or omissions or misconduct of Host or any of Host's personnel, representatives, guests, or invitees to or on the Premises (including individuals who reside at the Premises) or from the breach of any of Host's obligations under this Agreement.

16. Jurisdiction. This Agreement will at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Company's obligations under this Agreement are subject to Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance or approval of the WUTC. In the event of any conflict between the terms of this Agreement and the terms of Schedule 80 or the Schedule, the terms of Schedule 80 or the Schedule, as applicable, will govern.

PUGET SOUND ENERGY

17. Notices. All notices under this Agreement must be in writing and will be deemed given upon: (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) faxed with electronic confirmation of receipt; (d) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (e) solely for notices sent by Host to Company, delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section 17:

Company: Puget Sound Energy, Inc.
For deliveries by overnight delivery:
10885 N.E. Fourth Street
Bellevue, WA 98004
For deliveries by mail:
P.O. Box 97034
Bellevue, WA 98009
Fax: []
Attn: []
Email: []

Host: [City of Redmond Fire - Station 12]
[4211 148th Ave NE, Bellevue WA 98007]
Fax: [N/A]
Attn: [Adrian Sheppard]

18. Assignment. This Agreement may not be assigned or transferred by Host without the prior written consent of Company, which must be requested by Host at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section 18 will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

19. Survival. Sections 3, 4, 6, 9, 12, 15, 16, 17, 18, 19 and 20, and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

20. Miscellaneous. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a Party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 6

PUGET SOUND ENERGY

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

COMPANY:
PUGET SOUND ENERGY, INC.

By: Heather Mulligan

Name:

Heather Mulligan

Title:

Manager, Customer Clean Energy Solutions

HOST:

[City of Redmond Fire - Station 12]

By:

Name:

Adrian Sheppard

Title:

Fire Chief

Issued: April 26, 2022

Effective: June 1, 2022

WN U-60

Attachment "A" to Schedule 555, Page 7

PUGET SOUND ENERGY

**Exhibit A to
Attachment "A" – Non-Residential Commercial Fleet Charging Service Agreement**

1. Host's Premises: [Address 4211 148th Ave NE, Bellevue WA 98007]
2. EV Equipment List:
 - 2 of Level 2 chargers
 - 1 of Direct Current Fast Chargers
 - Conduit and wiring from electrical panel to charger location(s)
 - Foundations installed per manufacturer recommendations and local jurisdiction requirements
 - See attached Site Plan and Estimate for detailed information

Up & Go Electric for Fleet Customer Cost Responsibility

CUSTOMER INFORMATION	
Organization/Entity Name:	City of Redmond Fire - Station 12
Project Address:	4211 148th Ave NE, Bellevue WA 98007
Contact Name and Title:	Amee Quiriconi, Deputy Chief of Administration
Contact Phone:	
PROJECT SCOPE	
EVSE Item	Qty.
Installation	1
Single Port Level 2 EVSE (32A)	
Single Port Level 2 EVSE (40A)	2
Single Port Level 2 EVSE (48A)	
Single Port Level 2 EVSE (80A)	
Level 2 Pedestal	1
DC Fast Charger (50 kW)	
DC Fast Charger (75kW)	
DC Fast Charger (120 kW)	
DC Fast Charger (150 kW)	
DC Fast Charger (175 kW)	1
EVSE Networking and Maintenance	<i>Included</i>
SUB-TOTAL	\$ 346,636.76
PSE INCENTIVE	-\$ 250,000
TOTAL CUSTOMER COST	\$ 96,636.76
CUSTOMER ACKNOWLEDGEMENT	
<p>I have been informed of the project scope including requirements and optional items through the Service Agreement, Cost Estimate Proposal, and site plans.</p> <p>Customer Printed Name: Adrian Sheppard</p> <p>Customer Signature:</p> <p>Date: 4/25/2024</p>	



Standard Service Estimate

**PSE FLEV-00087 | CITY OF REDMOND FIRE - STATION 12 - 4211
148TH AVE NE, BELLEVUE, WA 98007**

Skyline Electrical Services
9229 271st Street Northwest,
Unit C Stanwood, WA 98292

Quote created: March 26, 2024
Quote expires: April 26, 2024
Quote created by: Jonathan Mitchell



LOCATION

PSE FLEV-00087 | City of Redmond Fire - Station 12 - 4211 148th Ave NE, Bellevue, WA 98007

DETAILS

1. Installation of (1) 3phase 600amp 277/480v Electrical Service *Service size allows for an additional 250amp circuit to be installed in the future for an additional level 3 charger. Includes Disconnect, CT Enclosure, Meter and Panel Board all Nema3r rated Includes grounding electrode system
2. Trenching included from new PSE transformer/handhole
3. Installation of (1) 3phase 480v 350amp circuit for Level 3
4. Charger New Level 3 Charger must be underground fed, skyline to saw cut and remove concrete from charger location to North wall and trench for new conduit. Skyline to install a 2nd future conduit in case a 2nd charger is to be installed.
5. Backfill trench and repair concrete to firehouse specs.
6. Installation of (1) Juice Pump 175 *provided by PSE.
7. Installation of (2) Juicebox 40s in rear parking lot, skyline to wiring from existing electrical panel.
8. Termination, energize and commission
9. Acquire permits and inspection from AHJ
10. Apply PSE sticker to the charger units
11. Cellular DBM signal (-48)

EXCLUSIONS

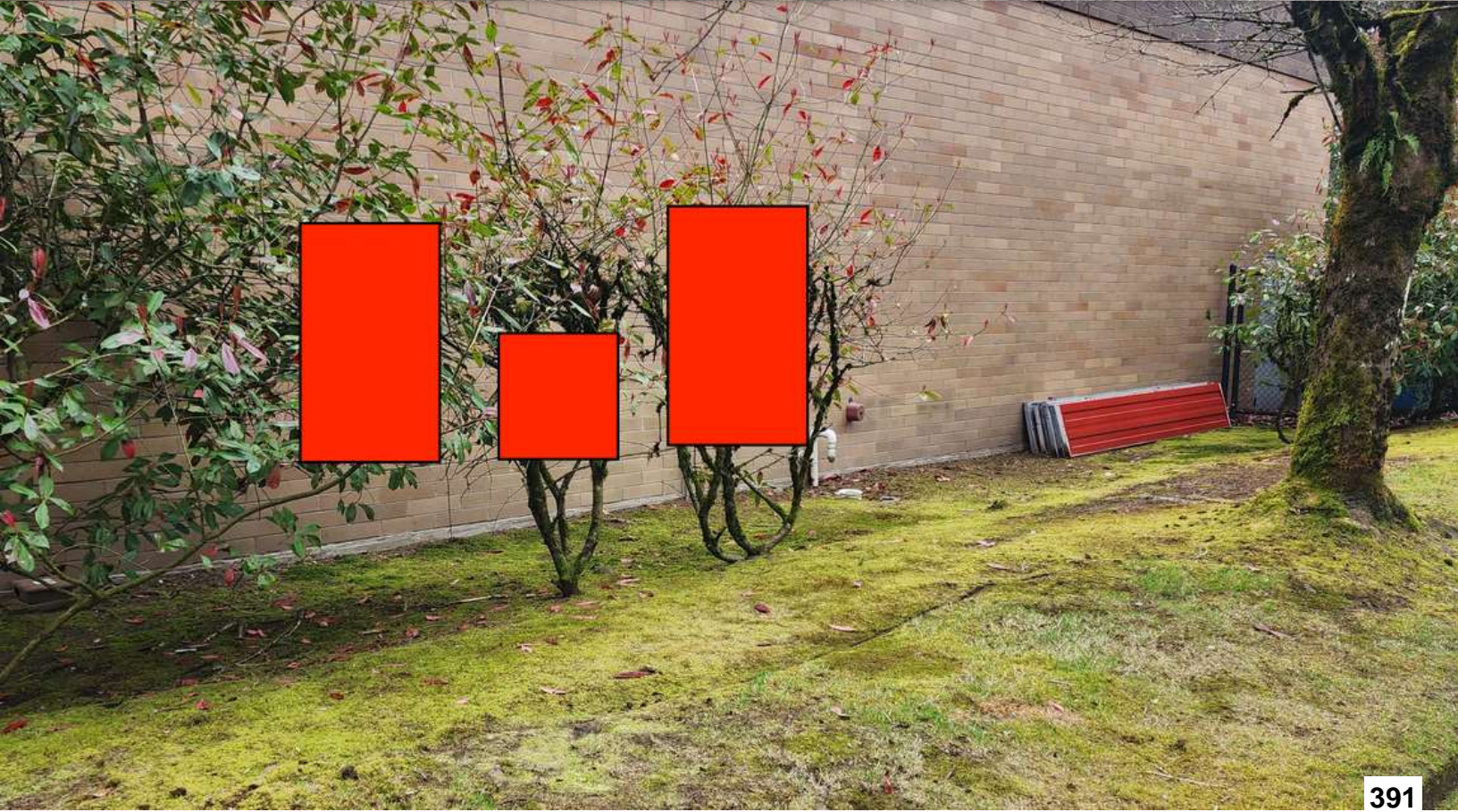
1. Enel X provides charger and pedestal
2. Striping, stenciling, or signage
3. Cutting, patching, or painting ceilings and walls
4. At time of estimate no engineering required, if needed by AHJ change order is necessary

PURCHASE TERMS

On behalf of Qmerit's contracting network, thank you for the opportunity to earn your business. The proposal includes all labor and materials unless otherwise specified in this quote.

Qmerit Electrification, LLC ("Qmerit") will dispatch a licensed electrical contractor ("Contractor") to perform the services specified in the Work Order ("Services") for the customer named therein ("Customer") based on the terms and conditions in Agreement JA10129469.

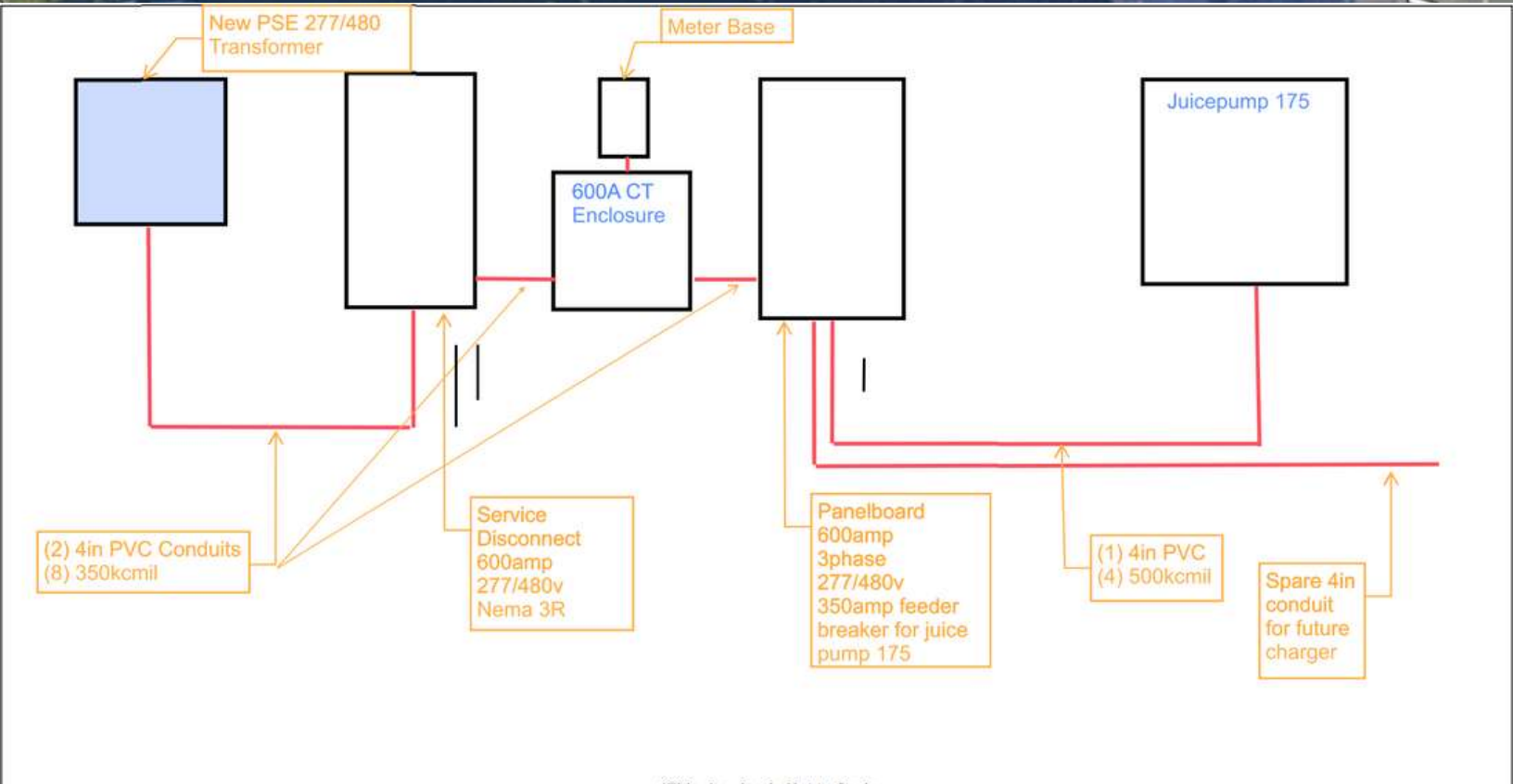
Site Photos



Site Photos



Site Photos



**This drawing is Not to Scale*



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-116
Type: Consent Item

TO: Members of the City Council
FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
------------------------------------	---------------	--------------

DEPARTMENT STAFF:

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

TITLE:

Approval of Rental Assistance Pilot Program Contract Agreement with Hopelink

OVERVIEW STATEMENT:

The City was recently informed of a large number of households living at Capella at Esterra Park who are in need of rental assistance. Staff is seeking Council’s approval to contract with Hopelink to implement a pilot rental assistance program to support these residents.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Human Services Strategic Plan, Housing Action Plan
- **Required:**
Procurement policies require that contract amendments exceeding \$50,000 be approved by Council.
- **Council Request:**
N/A
- **Other Key Facts:**
As of May 2024, 100 households had been identified as owing rent. In addition, it has been reported that there is little engagement and follow-up among residents at this property which puts the building at risk of maintaining compliance with housing voucher requirements.

OUTCOMES:

By helping residents maintain and achieve housing stability through financial assistance and community engagement activities, we hope to reduce evictions, and in some cases, prevent homelessness. This pilot project specifically seeks to close and/or reduce the amount of rental debt owed by households, create opportunities for increased engagement between the residents and onsite property manager, and encourage and improve practices and behaviors related to paying rent on-time.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
June - August 2024. Before implementing this project, staff hosted a meeting with the property owner, contracted property manager, and Hopelink to refine and develop program model based on best practices.
- **Outreach Methods and Results:**
Staff has had several conversations with ARCH and rental assistance providers to explore and evaluate feasibility of a pilot project prior to developing this recommendation.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Estimated \$250,000, which includes direct rental assistance and associated costs to administer the program. Staff support of this program is funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000037 - Housing & Human Services

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

Human Services Fund

Budget/Funding Constraints:

Human Services staff will require Hopelink to report on utilization of these dollars, along with lessons learned in order to assess the effectiveness of this approach.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
07/16/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

In order to implement this project in a timely manner, staff is requesting that this item be considered for consent on the August 5, 2024, agenda.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving this request may result in housing displacement for many Capella residents.

ATTACHMENTS:

Attachment A: Hopelink Contract

--

<p>PROJECT TITLE</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p>
<p>CONTRACTOR</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>City of Redmond</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p>	<p>MAXIMUM AMOUNT PAYABLE</p>

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

WHEREAS, the City has determined the need to have/provide certain social/community services performed for its residents/local area businesses but does not have the staffing or specialized expertise to perform such services, and

WHEREAS, the City desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Agency. The Agency shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Agency shall at all times comply with all Federal, State, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection herewith.
2. Compensation and Method of Payment. The City shall pay the Agency for services rendered according to the rate and methods set forth on Exhibit C attached hereto and incorporated herein by this reference.
3. Agency Budget. The Agency shall apply the funds received under this Agreement within the maximum limit set forth in this Agreement and according to the budget on Exhibit C.
4. Independent Contractor. The Agency and the City agree that the Agency is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency or any employees of the Agency.
5. Indemnity. The Agency agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Agency, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Agency, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The Agency's obligations to indemnify, defend and hold harmless shall not extend

{JEH563899.DOC;1/00020.030014/}

- to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
- B. The Agency's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Agency and the City, or of the Agency and a third party other than an officer, agent, subcontractor or employee of the Agency, shall apply only to the extent of the negligence or willful misconduct of the Agency.

6. Insurance. The Agency shall provide the following minimum insurance coverages:

- A. Worker's compensation and employer's liability insurance as required by the State of Washington;
- B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence, two million dollars (\$2,000,000) general aggregate;
- C. Professional liability insurance, if commercially available in Agency's field of expertise, in the amount of one million dollars (\$1,000,000) or more against claims arising out of work provided for in this agreement; and
- D. Contractor shall require any subcontractors to provide coverage which complies with the requirements stated herein.

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

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

7. Record Keeping and Reporting.

- A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and such other records as may be deemed necessary by the City to ensure proper accounting for all funds contributed by the City to the

performance of this Agreement and compliance with this Agreement.

- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
 - C. The Agency shall submit reports outlined in Exhibit B.
 - D. The Agency acknowledges that this Agreement and any other information provided by it to the City and/or relevant to the project(s) described in the Scope are subject to the Washington State Public Records Act, Chapter 42.56 RCW.
8. Monitoring and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or monitoring by the City and any other governmental agency so authorized by law during the performance of this Agreement. The City shall have the right to an annual review of the Agency's financial statement and condition.
9. Termination. This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days written notice of the City's intention to terminate the same. If the Agency's insurance coverage is cancelled for any reason, the City shall have the right to terminate this Agreement immediately.
10. Discrimination Prohibited. The Agency agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The Agency understands that if it violates this provision, this Agreement may be terminated by the CITY and that the Agency may be barred from performing any services for the CITY now or in the future.
11. Conflict of Interest. No officer, employee, or agent of the Agency or any official, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the City's Human Service Program, shall have any personal financial interest, direct or indirect, in the Agreement.
12. City Business License Required. Prior to commencing the tasks described in Exhibit A, Agency agrees to provide proof of a current City of Redmond business license pursuant to Chapter 5.04 Section 040 of the Redmond Municipal Code.
13. Compliance and Governing Law. The Agency shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
14. Assignment and Sub-contract. The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the express written consent of the City.

{JEH563899.DOC;1/00020.030014/}

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
16. Notices. Notices to the City of Redmond shall be sent to the following address:

City of Redmond
Attn: Project Administrator
P.O. Box 97010
Redmond, WA 98073-9710

Notices to the Agency shall be sent to the Agency address identified on page 1 of this Agreement.
17. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the Agency, for providing any necessary information for and direction of the Agency's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The Agency shall report to and take any necessary direction from the Project Administrator.
18. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Agency and the City shall be referred for determination to the City Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.
19. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Agency for any breach of the agreement by the Agency, or for failure of the Agency to perform work required of it under the agreement by the City. Waiver of any right or entitlement under this agreement by the City shall not constitute waiver of any other right or entitlement.
20. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The Agency hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

AGENCY:

CITY OF REDMOND:

By: _____

Angela Birney, Mayor

Title: _____

DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A
Scope of Work

Agency	Hopelink
Program	Capella Financial Assistance Resiliency Pilot Program

Funds Awarded (maximum reimbursement amount, contingent on city's funding availability, agency performance, and other contract factors)	
Term:	8/6/24 - 12/31/24
Award:	\$ 250,000.00
Contract # *	

Single Point of Contact			
Name	Cindy Donohue	Email	cdonohue@hopelink.org
Title	Senior Manager	Phone	425-250-3025

Program Objectives

The primary purpose of this program is to support residents of Capella at Esterra Park with rental assistance. The program seeks to increase accessibility and engagement through onsite intake, identification of other needs (e.g., energy assistance), connection to appropriate resources, and assistance with recertification documentation as needed. Residents identified with rent arrears will be required to schedule an intake appointment where basic demographics will be collected, and a brief survey will be administered to understand unique needs and circumstances. The property manager will verify current ledger account information. 50% of rent owed will be applied to ledger and the remaining 50% will be applied following 3 month of on-time payments and lease compliance. Property manager will provide verification of the latter.

Program Outcomes

Outcome 1	Achievement Rate Target:	90%
% of households who complete intake within 1 month of program implementation.		

EXHIBIT B
Reporting Requirements

After completion of the project, a summary report shall be submitted to Alaric Bien at abien@redmond.gov that includes the following:

- Number of eligible Redmond households at time of implementation.
 - Number of individual outreach contacts
 - Number of households that completed a program application
 - Number of identified households who did not schedule or attend intake appointment
- Number of households that successfully received rental assistance and amount of assistance provided. Include data on number of households who received partial or full reimbursement.
- Survey results
- Program outcomes as specified in Exhibit A
- Demographics of households that apply for assistance using [this form](#)

EXHIBIT C
Budget

Compensation and Method of Payment

Hopelink is authorized to bill \$26,250.00 to cover administrative costs. The remaining funds shall go toward direct assistance in support of residents at Capella. Any uncommitted unspent funds after October 31, 2024 may be applied toward Hopelink's Financial Assistance Program to serve broader community needs.

The Agency shall bill the City for program-related expenses, including \$26,250.00 to cover administrative costs. The Agency shall only bill for services described in Exhibit A of this Agreement. Invoices may be submitted monthly along with documentation of administrative expenses and direct aid for program participants. Invoices and back up documentation should be sent to Alaric Bien at abien@redmond.gov.

All payments are made contingent on services provided. Payment will be made, on qualifying invoices, within 30 days from receipt of invoice (NET 30).



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-117
Type: Consent Item

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

Human Resources	Cathryn Laird	425-556-2125
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DEPARTMENT STAFF:

Human Resources	Mary Grady	Senior Human Resources Analyst
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TITLE:

Adoption of an Ordinance Updating the Mayor’s Salary

- a. Ordinance No. 3173: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “EO” in Order to Set Salaries for the Mayor for the Year 2024; Providing for Severability and Establishing an Effective Date

OVERVIEW STATEMENT:

Effective September 1, 2024, update the Mayor’s “EO” pay plan by providing a Cost-of-Living Adjustment (COLA) and applying the increase to the Mayor’s base wage.

- Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Ordinance 3166 was approved by Council on May 7, 2024 to set a new schedule to review the Mayor’s salary commensurate with the City’s biennial budget.
- **Required:**
In 2005, Ordinance 2262 removed the Mayor’s salary from jurisdiction of the Redmond Salary Commission to have Mayor pay set by Council.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Data and information regarding the Mayor’s salary was reviewed during the June 25, 2024 Study Session and July 9, 2024 Committee of the Whole (FAC) to assist Council in determining whether a change will be made to the Mayor’s salary and corresponding “EO” pay plan. Council is being asked to approve the following:

Mayor’s “EO” Pay Plan Change and apply to the Mayor’s base salary as follows:

- Increase base salary by a 6% Cost of Living Adjustment (COLA), effective September 1, 2024.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Committee of the Whole, FAC: June 11, 2024
Study Session: June 25, 2024
Committee of the Whole, FAC: July 9, 2024
Committee of the Whole, Parks/Enviro.: July 23, 2024
Business Meeting Consent: August 5, 2024
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

2024 expenses have been budgeted.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

Offer # 0000029 (Executive Leadership)

Budget Priority:

Strategic and responsive.

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

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
6/11/2024	Committee of the Whole - Finance, Administration, and Communications	Receive Information
6/25/2024	Study Session	Provide Direction
7/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/23/2024	Committee of the Whole - Parks and Environmental Sustainability	Provide Direction

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Mayor's salary will remain the same.

ATTACHMENTS:

Attachment A: Ordinance

Exhibit 1: 2024 "EO" Elected Official Pay Plan

NON-CODE

**CITY OF REDMOND
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING PAY PLAN "EO" IN ORDER TO
SET SALARIES FOR THE MAYOR FOR THE YEAR 2024;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, the City Council and the City of Redmond have determined an increase is warranted in the salary to be paid the Mayor; and

WHEREAS, this change should now be reflected by amending the "EO" Elected Officials pay plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan "EO" Amended. Effective September 1, 2024, Pay Plan "EO" covering Elected Officials is hereby amended to increase the Mayor salary by 6 percent.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect September 1, 2024, provided five days have passed since the date of publication of a summary in the City's official newspaper or as otherwise provided by law.

ADOPTED by the Redmond City Council this ____ day of August, 2024.

CITY OF REDMOND

MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

CITY CLERK, CHERYL XANTHOS, MMC

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____



2024 Pay Plan "EO" - Elected Officials

Ordinance No. XXXX
Effective September 1, 2024

			Monthly	Annually
Grade	FLSA	Classification		
EO	NA	Mayor	\$12,808	\$153,700
EO	NA	Council Member	\$1,554	\$18,648



Memorandum

Date: 8/5/2024
Meeting of: City Council Special Meeting

File No. AM No. 24-118
Type: Staff Report

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

Planning and Community Development	Carol Helland	425-556-2107
Planning and Community Development	Seraphie Allen	425-556-2450

DEPARTMENT STAFF:

Planning and Community Development	Michael Hintze	Transportation Planning Manager
Planning and Community Development	Josh Mueller	Senior Transportation Strategist
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner

TITLE:
Transportation Master Plan Status Update

OVERVIEW STATEMENT:

In collaboration with the Comprehensive Plan Update, Redmond 2050, the City is working on updating the Transportation Master Plan (TMP). The TMP is the functional strategic plan that guides transportation investment and activities to support the Comprehensive Plan vision. This status update will include an outline of the plan, an updated workplan for TMP completion, an overview of the ongoing community engagement calendar, and work currently underway supporting the TMP, including the SS4A Safety Action Plan.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - **Redmond 2050, FW-TR-1:** Plan, design, build, operate, and maintain a safe transportation system that advances an equitable, inclusive, sustainable, and resilient community by providing for the mobility and access needs of all.
 - **Redmond 2050, FW-TR-2:** Maintain the transportation system in a state of good repair for all users
 - **Redmond 2050, FW-TR-3:** Complete the accessible and active transportation, transit, freight, and street networks identified in the Transportation Master Plan in support of an integrated and connected transportation system.

- **Redmond 2050, FW-TR-4:** Plan, design, build, operate, and maintain a transportation system that supports the City’s sustainability principles.
 - **Redmond 2050, FW-TR-5:** Influence regional transportation decisions and leverage regional transportation investments in support of Redmond’s transportation policy objectives.
 - **Redmond 2050, FW-EV-2:** Support policies that contribute to a high quality of life in Redmond, such as career and education opportunities, housing, transportation, and recreation choices, as well as a healthy natural environment.
 - **Redmond 2050, FW-LU-2:** Ensure that the land use pattern in Redmond meets the following objectives:
 - Reflects the community values of sustainability, resilience, equity and inclusion;
 - Advances sustainable land development and best management practices and a high-quality natural environment;
 - Promotes development sufficiently away from environmentally critical areas;
 - Encourages a mix of uses that create complete neighborhoods ;
 - Maintains and enhances an extensive system of parks, trails, and open space;
 - Supports and encourages flexible places for a resilient and adaptive economy that includes a mix of research, retail, health, technology, and manufacturing uses;
 - Ensure the siting and delivery of public infrastructure and community services to support preferred land use patterns; and
 - Promotes sufficient density for development patterns and urban design that enable people to readily use a variety of accessible and active forms of travel including but not limited to walking, rolling, bicycling, transit.
 - **Redmond 2050, FW-CR-1:** Develop partnerships and programs to rapidly and equitably reduce greenhouse gas emissions and create a thriving, climate resilient community.
- **Required:**
N/A
 - **Council Request:**
The TMP will be adopted by Council in its entirety when complete.
 - **Other Key Facts:**
N/A

OUTCOMES:

The Transportation Master Plan document was last updated 2013. Once updated the Transportation Master Plan will communicate the strategies, actions, and programs to implement the policies of the Comprehensive Plan and achieve current City priorities as they intersect with the transportation system.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 - Capital Projects Ideas Mapping, Spring 2020
 - Routes to Rails Community Engagement Campaign, February-June 2023
 - Derby Days Questionnaire (seeking feedback about how community members would plan to access future light rail stations without a car), July 2023
 - City of Redmond Parking Questionnaire, March-April 2024
 - Sound Transit 2 Line Opening, April 2024
 - Safer Streets for All (SS4A) Action Plan Community Road Safety Assessment, May 2024

- Redmond Pedestrian & Bicycle Advisory Committee (PBAC) Transit Open House, May 2024
- Bike Everywhere Day, May 2024
- Safer Streets for All (SS4A) Action Plan Staff Road Safety Assessment and Debrief Workshop, May-June 2024
- Overlake Open Streets Festival, June 2024
- Derby Days Festival, July 2024
- Downtown Redmond Open Streets Festival, August 2024
- **Outreach Methods and Results:**
Surveys, Questionnaires, Listening Sessions, Community Discussions
- **Feedback Summary:**
While the community engagement process is still ongoing, some preliminary results are as follows:
 - Overall community interest in first/last mile connections to the existing and future transit network
 - Interest and desire for more multimodal connections to the existing and future transit network, specifically via pedestrian and bicycle modes
 - Desire for more bicycle infrastructure connecting Redmond to neighboring communities, including Kirkland and Bellevue
 - Desire for more education about and awareness of public transit programs, especially King County Metro programs such as Community Van and Metro Flex

BUDGET IMPACT:

Total Cost:

\$400,000 in one-time funding was provided to support the TMP update.

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

Budget Offer Number:

000343 - 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):

General Fund, Grant

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Provide Direction
3/28/2023	Study Session	Receive Information
6/6/2023	Committee of the Whole - Planning and Public Works	Provide Direction
6/13/2023	Study Session	Receive Information
11/6/2023	Committee of the Whole - Planning and Public Works	Receive Information
11/14/2023	Study Session	Receive Information
6/4/2024	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/13/2024	Study Session	Receive Information

Time Constraints:

Transportation components that are mandatory for Comprehensive Plan have been included in the appendices of the Transportation Element of Redmond 2050. These components will be brought into the TMP, and in many cases, expanded upon with more specific policies and strategies. Council direction on draft policies/strategies and ultimate adoption of the TMP will allow staff to move forward with implementation efforts in a timely manner.

ANTICIPATED RESULT IF NOT APPROVED:

This Staff Report is for informational purposes and no direction is required at this time.

ATTACHMENTS:

- Attachment A - Issues Matrix
- Attachment B - Presentation

Transportation Master Plan Update

Date	Issue	Notes & Recommendations	Next Steps
6/4/24	Would it be possible to get the Staff Report presentation ahead of time so we can have questions ready ahead of the discussion? <i>(CM Forsythe)</i>	This Staff Report will be a level set for Councilmembers to get a high-level idea of the variety of transportation plans that are in progress right now and how they relate to each other. This Staff Report will not delve deep into transportation topics but will give an overview of what Council can expect to review in the future. Councilmembers can also review the Redmond 2050 Transportation Element if they want to review Redmond’s transportation vision more in-depth.	The Transportation Planning & Engineering team will continue to prepare materials for the Staff Report presentation.
6/4/24	With the opening of the light rail on the Eastside, there has been more community interest in first-last mile connections. Would it be possible to get more information on this during the Staff Report? <i>(CM Salahuddin)</i>	Yes, first-last mile connections will be discussed at the staff report.	The Transportation Planning & Engineering team will continue to prepare materials for the Staff Report presentation.
6/4/24	Would it be possible to provide use-case profiles or scenarios of what residents in Overlake, Education Hill, or other neighborhoods might experience in the transportation network? <i>(CM Fields)</i>	Yes, this information can be prepared for the Transportation Subcommittee and can be incorporated into the Transportation Master Plan document.	The Transportation Planning & Engineering team will continue to prepare materials for the Staff Report presentation.
6/4/24	Thank you for the work that you continue to do to provide safe facilities particularly for pedestrians and bicyclists. <i>(CM Nuevacamina)</i>	Staff will continue to provide updates on active transportation efforts in the Transportation Master Plan, including our bicycle network strategy efforts that will be discussed at the staff report.	The Transportation Planning & Engineering team will continue to prepare materials for the Staff Report presentation.

Moving Toward 2050

Transportation Master Plan Status Update

.....
Transportation Planning and Engineering Division
August 5, 2024
Staff Report





Agenda

- Outline and schedule of Transportation Master Plan (TMP)
- TMP Chapters in Progress
- Community Engagement Timeline
- Upcoming Milestones

2050 Transportation Vision



Guiding Principles

Safety



Equity and Inclusion



Sustainability



Technology Forward



Resilience



Transportation Strategies

Organize around light rail






Maintain transportation infrastructure

Improve travel choices and mobility

Enhance freight and service mobility

Change Driven by Comprehensive Plan

REDMOND
2050

Comprehensive (COMP) Plan - Adopts Vision for the City							
 Transportation	 Housing	 Parks, Arts & Culture	 Public Safety	 Utilities	 Capital Facilities	 Neighborhoods	 Human Services
 Economic Vitality	 Urban Centers	 Land Use	 Natural Environment	 Shorelines	 Historic Preservation	 Annexation & Regional Planning	 Implementation & Evaluation

Typically updated every 8-10 years, amendments throughout the year



Functional & Strategic Plans - Defines How Vision will be Implemented								
 TRANSPORTATION	 Urban Centers & Neighborhoods	 Utilities	 ADA / Accessibility	 Environment & Sustainability	 Housing & Human Services	 Public Safety & Emergency Preparedness	 Facilities	 Parks & Trails

Transportation Master Plan (TMP), typically updated every 8-10 years, last major update 2013



Community Involvement



Environmental Review

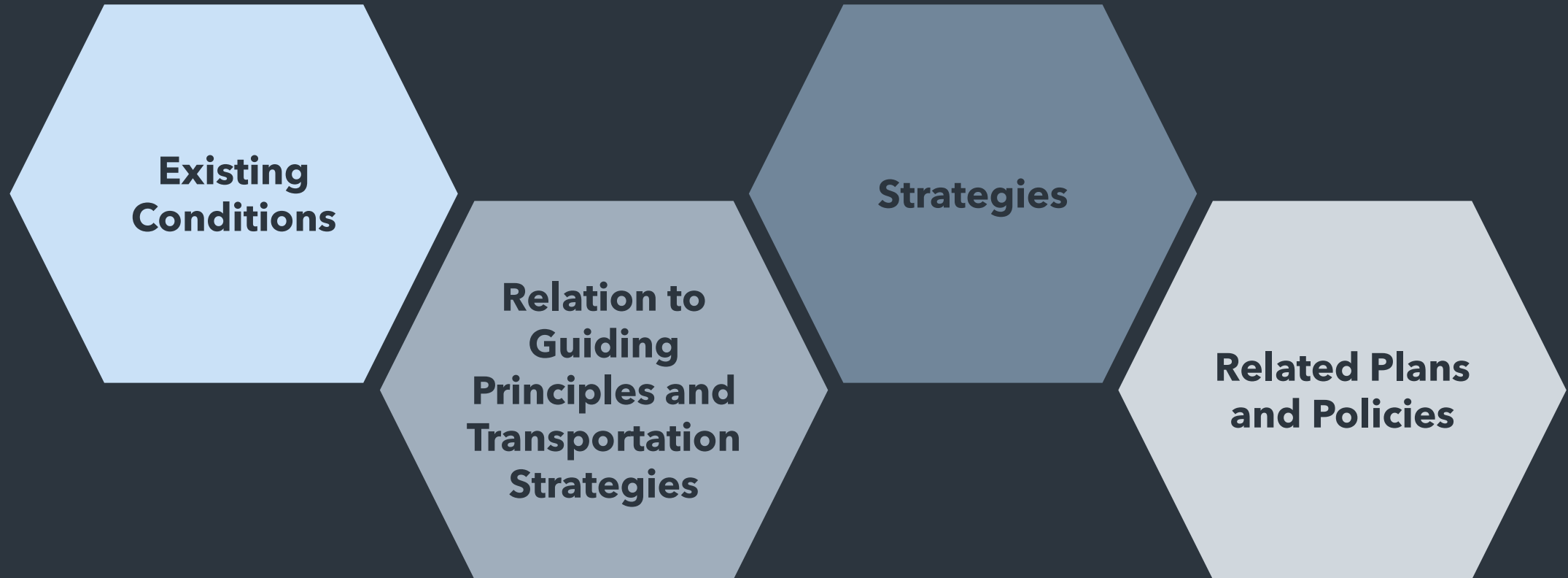
Transportation Master Plan Outline



Chapters:

1. Executive Summary
2. Introduction
3. Street System Plan
4. Active Transportation Plan - Walking
5. Active Transportation Plan - Bicycling
6. Transit System Plan
7. Curbspace Management
8. Freight and Goods Delivery Plan
9. Transportation Demand Management
10. Technology Forward
11. Monitoring Progress

General Chapter Overview



Additional Transportation Planning Efforts



Completed

Local Road Safety Plan

Bicycle Design Guide

In Progress

Safer Streets Action Plan

Technology Inventory and
Assessment

2023-2050 Transportation
Facilities Plan (TFP)

Ongoing Transportation
Demand Management
(TDM) Activities

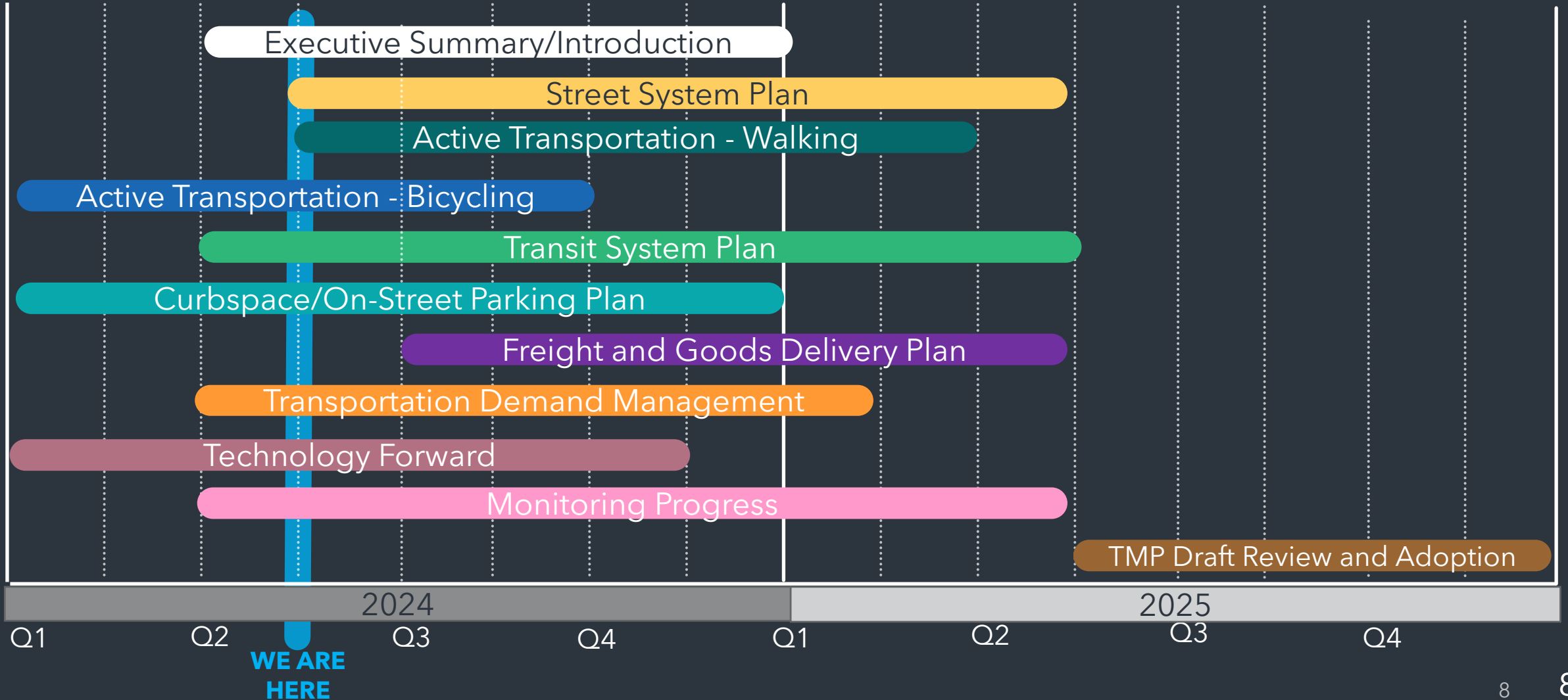
Not Started

ADA Transition Plan

Citywide Right of Way
Management Plan

Urban Centers Parking
Management Plans

Transportation Master Plan Schedule



Active Transportation Plan - Bicycling



- Developing an investment scenario that will align with the City's goals for reducing Vehicle Miles Traveled (VMT) and Green House Gas (GHG) emissions
- Focusing on converting shorter vehicle trips to bicycle mode
- Developing e-bike strategies



Curbspace Management



- Establishing a policy for prioritizing curbspace
- On-street parking managed as a component of curbspace
- Defining policies that will inform urban centers parking plan update/development

Active Transportation Plan - Walking

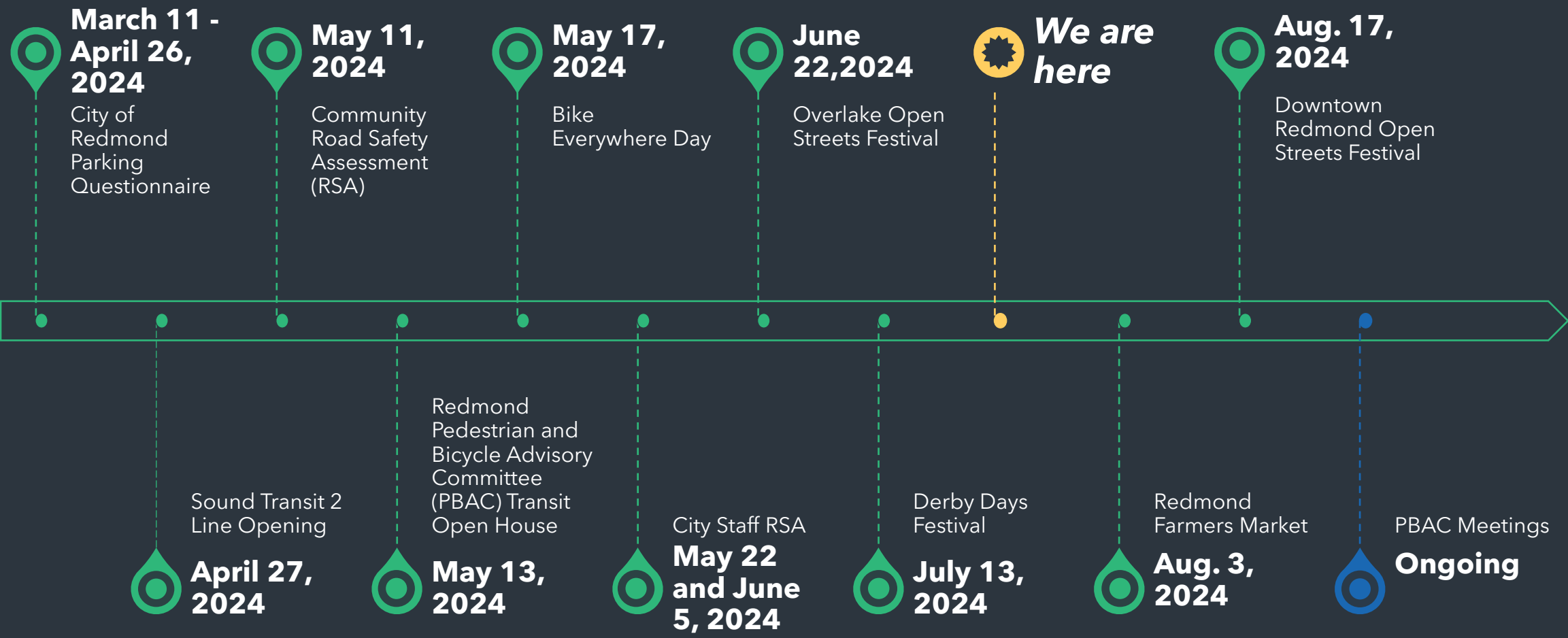


- Completing gaps in existing pedestrian network
- Pedestrian level of traffic stress assessment of crossings, identify crossing gaps, establish policies for installing enhanced, low stress crossings
- Provide framework for alternative approaches to creating pedestrian connections





Ongoing Community Engagement





Initial Community Feedback

What have we asked?

- What safety concerns do you see around light rail station areas?
- What barriers prevent you from using transit, including light rail?
- How do you travel in Redmond, when not in a car?

What have we heard?

- More first/last mile connections
- More pedestrian and bicycle connections to transit
- More bicycle infrastructure connecting Redmond to neighboring Kirkland and Bellevue
- More information about public transit programs, especially King County Metro Community Van and Metro Flex

Community Feedback



What are we asking now?

Light Rail Station Access

- How do/would you travel to the Redmond light rail stations?
- What travel modes do/will you use when accessing light rail stations?
- What challenges do you face?

E-Bike Usage

- How many households in Redmond own e-bikes?
- How are people in Redmond utilizing e-bikes?
- How would people like to see Redmond's bike infrastructure updated to support more e-bike usage?
- How can we encourage more bike and e-bike usage in Redmond?



Next Steps

- Continuing to Develop TMP Content
- Upcoming Council Touchpoints:
 - Aug. 13 Study Session – focus on Safer Streets Action Plan
 - November Staff Report – focus on TMP Update
- Safer Streets Action Plan Draft ready for Council input in Q1 2025



Questions?

Michael Hintze, mhintze@redmond.gov

Transportation Planning Manager



Redmond
WASHINGTON



Memorandum

Date: 8/5/2024
Meeting of: City Council

File No. AM No. 24-119
Type: Staff Report

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

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Financial Planning Manager
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TITLE:
Second Quarter 2024 Financial Report

OVERVIEW STATEMENT:
Review the City's financial performance from January 2023 through June 2024.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

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

OUTCOMES:
The key financial highlights from January 1, 2023, through June 30, 2024, include the following:

REVENUE

- **Property Tax** is 1.3%, or \$498,000, below target.

- **Sales & Use Tax** is 11.5%, or \$6.8 million, above target primarily due to the level of development activity and retail sales. The total sales tax on construction is \$20.0 million. The total includes retail sales tax, criminal justice sales tax, and use tax.
- **Utility & Other Taxes** are 15.0%, or \$2.4 million, above target primarily due to increase electricity rates by PSE.
- **Development Permit & Fees** are 4.0%, or \$618,000, below target.
- **Business License Fees** are 18.0%, or \$1.8 million, below target primarily due to the timing of license renewals.
- **Other Revenues** are 88.0%, or \$5.7 million, above target primarily due to high Annual Percentage Yield (APY) on short term investments.

EXPENDITURES:

- Total expenditures are 2.0%, or \$4.5 million, below the target.
- Spend rate for some departments is over/below the target:
 - **Non-Departmental** is 1.0%, or \$653,000 million, over the target primarily due to the timing of operating transfers that are processed.
 - **Finance Department** is 8.0%, or \$900,000, under the target primarily due to position vacancies.
 - **Fire Department** is 2.0%, or \$896,000 million, over the target primarily in overtime driven by firefighter backfill while new recruits attend the Fire Academy.
 - **Planning Department** is 9.0%, or \$2.6 million, under the target primarily due to position vacancies and reduced spending in travel and training.
- **Capital Investment Program (CIP):** Total expenditures are 57.0% of budget at the 75.0% point of the 2023-2024 biennium.
- **Business Technology Investment Program (BTIP):** Total expenditures are 22.0% of budget at the 75.0% point of the 2023-2024 biennium.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs:

Yes No N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

- Attachment A: Second Quarter 2024 Financial Report
- Attachment B: Second Quarter 2024 Financial Report Presentation

2023-2024
MONTHLY FINANCIAL REPORT - JUNE 2024



Financial data from January 1, 2023 thru June 30, 2024.

REVENUE

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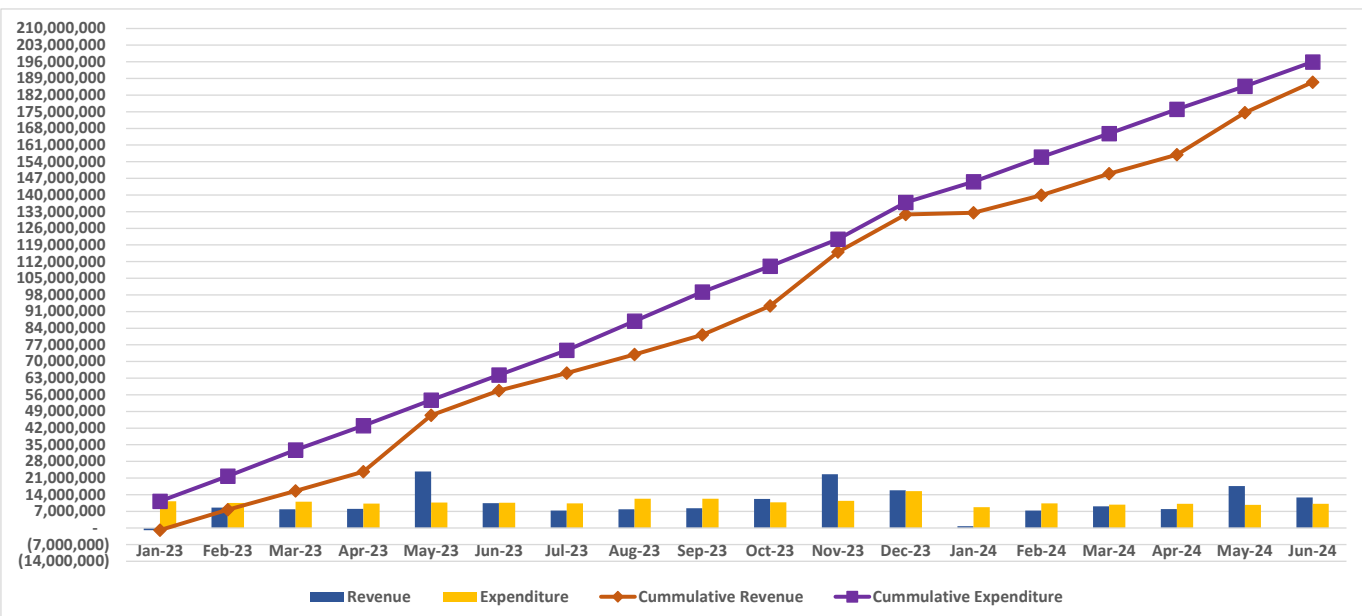
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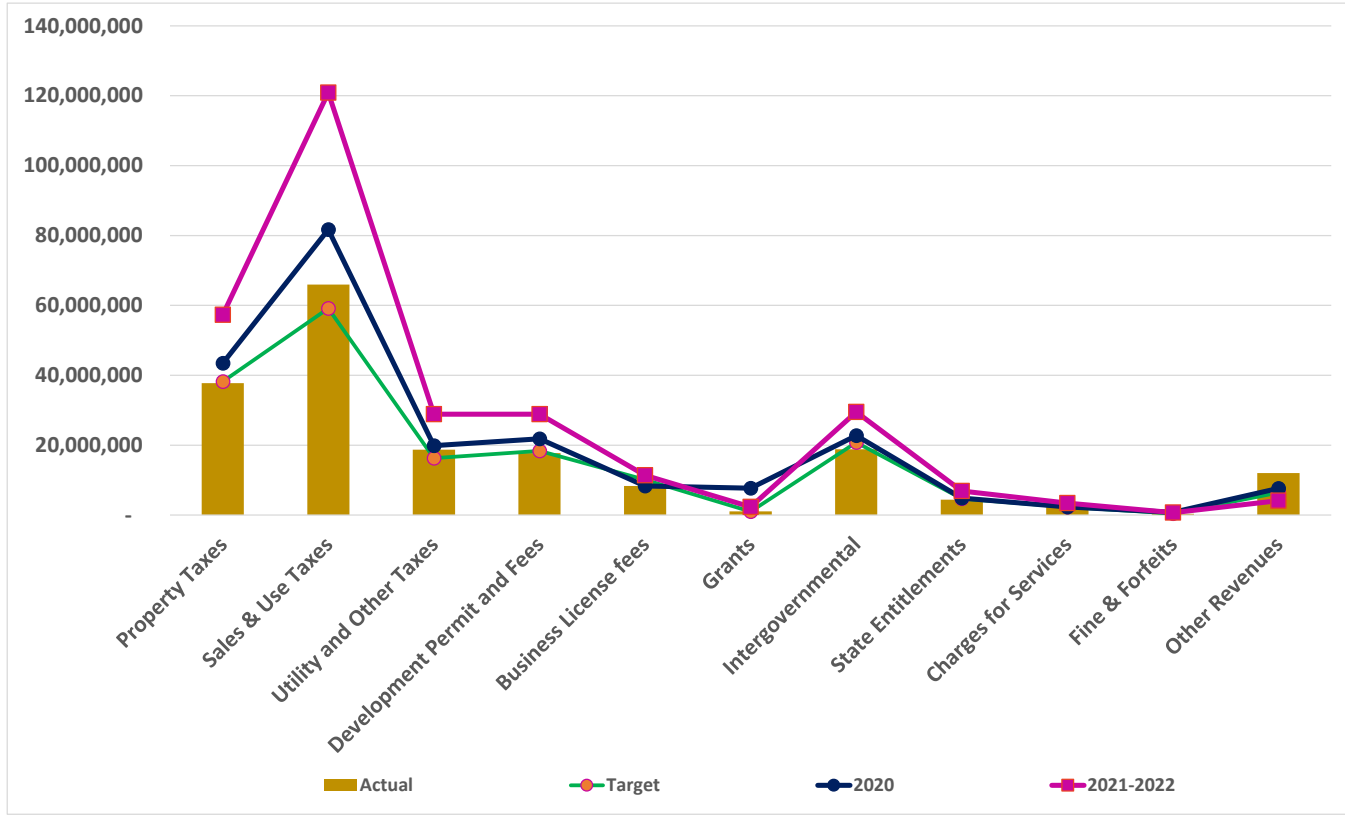
**2023-2024
GENERAL FUND CASHFLOW
as of June 2024**



	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual	Balance To Date	Balance Ongoing
BegIn Bal.	-	-	-	-	-	47,642,946
Jan-23	9,821,305	(891,896)	11,806,428	11,236,555	(12,128,451)	35,514,495
Feb-23	19,642,611	7,719,955	23,612,856	21,768,523	(14,048,568)	33,594,378
Mar-23	29,463,916	15,581,073	35,419,285	32,840,623	(17,259,551)	30,383,395
Apr-23	39,285,222	23,646,419	47,225,713	43,061,914	(19,415,495)	28,227,451
May-23	49,106,527	47,358,568	59,032,141	53,762,566	(6,403,998)	41,238,948
Jun-23	58,927,833	57,789,183	70,838,569	64,363,486	(6,574,303)	41,068,643
Jul-23	68,749,138	65,100,616	82,644,998	74,719,029	(9,618,413)	38,024,533
Aug-23	78,570,444	72,945,353	94,451,426	86,978,642	(14,033,289)	33,609,657
Sep-23	88,391,749	81,224,526	106,257,854	99,263,747	(18,039,221)	29,603,725
Oct-23	98,213,055	93,397,230	118,064,282	110,020,406	(16,623,176)	31,019,770
Nov-23	108,034,360	115,981,100	129,870,711	121,406,154	(5,425,054)	42,217,892
Dec-23	117,855,666	131,823,409	141,677,139	136,896,308	(5,072,899)	42,570,047
Jan-24	127,676,971	132,537,899	153,483,567	145,607,263	(13,069,363)	34,573,583
Feb-24	137,498,277	139,864,244	165,289,995	155,961,218	(16,096,975)	31,545,971
Mar-24	147,319,582	148,984,198	177,096,423	165,809,531	(16,825,333)	30,817,613
Apr-24	157,140,888	156,945,535	188,902,852	176,001,202	(19,055,667)	28,587,279
May-24	166,962,193	174,592,507	200,709,280	185,757,383	(11,164,877)	36,478,069
Jun-24	176,783,499	187,449,082	212,515,708	195,969,838	(8,520,756)	39,122,190
Jul-24	186,604,804		224,322,136		-	
Aug-24	196,426,110		236,128,565		-	
Sep-24	206,247,415		247,934,993		-	
Oct-24	216,068,721		259,741,421		-	
Nov-24	225,890,026		271,547,849		-	
Dec-24	235,711,332		283,354,278		-	



**2023-2024
GENERAL FUND REVENUE BY CATEGORY
as of June 2024**



CATEGORY	Budget	Target	Actuals	% over/(under) Target
Property Tax	\$50,595,927	\$38,234,348	\$37,735,887	-1.3%
Sales Tax	83,182,984	59,143,056	65,961,786	11.5%
Utility & Other Taxes	21,236,489	16,262,517	18,700,177	15.0%
Development Permit and Fees	24,446,061	18,356,280	17,737,968	-3.4%
Business License fees	9,954,945	10,104,086	8,320,036	-17.7%
Grants	1,162,477	980,623	1,065,213	8.6%
Intergovernmental	27,752,036	20,759,670	18,805,137	-9.4%
State Entitlements	6,020,038	4,707,243	4,372,112	-7.1%
Charges for Services	3,136,196	2,327,565	2,367,509	1.7%
Fine & Forfeits	561,021	439,986	348,576	-20.8%
Other Revenues	7,663,158	6,399,095	12,034,682	88.1%
Total Revenue	\$235,711,332	\$177,714,470	\$187,449,082	5.5%

2023-2024
ALL FUNDS CASH FLOW
as of June 2024



Fund No.	Fund Name	Beginning Fund Balance	Actual Revenue	Actual Expenditure	Balance
100	General Fund	\$47,642,946	\$187,449,082	\$195,969,983	\$39,122,045
General Fund Sub-Funds					
011	Arts Activity	\$294,397	\$444,310	\$599,114	\$139,593
012	Parks Maintenance & Operations	879,814	2,436,087	2,553,496	762,405
013	Community Events	155,848	788,438	650,750	293,536
019	Human Services	927,591	3,781,551	3,505,862	1,203,280
020	Fire Equipment Reserves	4,290,655	3,929,971	2,169,930	6,050,696
021	Operating Reserves	7,710,263	94,394	462,274	7,342,382
025	COVID-19 Recovery	9,564,843	257,054	7,409,568	2,412,329
027	Capital Equipment Replacement Reserve	2,318,063	4,565,956	3,647,363	3,236,656
030	Business Tax	6,377,845	13,671,658	9,827,625	10,221,879
031	Real Property	2,959,463	410,336	2,022,260	1,347,540
035/036	Public Safety Levy Fund	787,017	10,303,877	9,946,921	1,143,973
037	Parks Levy	290,590	569,089	554,524	305,156
095	Parks Maintenance Projects	1,547,942	2,650,061	1,755,161	2,442,841
096	Transportation Maintenance Projects	9,603,219	7,428,105	7,329,419	9,701,905
099	General Govt/Facilities Maint. Projects	6,616,568	15,125,896	7,854,671	13,887,794
Subtotal - General Fund Sub-Funds		\$54,324,119	\$66,456,785	\$60,288,939	\$60,491,966
Grand Total General Fund		\$101,967,065	\$253,905,868	\$256,258,922	\$99,614,011
Special Revenue Funds					
110	Recreation Activity	\$1,021,913	\$3,838,287	\$3,490,221	\$1,369,979
115	Development Staffing Agreement	9,747,276	4,894,430	6,257,940	8,383,766
117	Cable Access	13,534	37,463	36,966	14,030
118	Operating Grants	1,387,370	550,606	1,033,684	904,292
122	Advanced Life Support (ALS)	612,387	9,962,590	15,405,699	(4,830,722)
124	Aid Car Donation	545,197	179,968	0	725,165
125	Real Estate Excise Tax (REET)	25,081,802	9,032,954	10,361,877	23,752,879
126	Drug Enforcement	34,344	164,625	0	198,969
131	Tourism (Hotel/Motel Tax)	957,177	901,928	732,444	1,126,660
140	Solid Waste/Recycling	1,237,715	2,160,412	2,092,670	1,305,456
150	Transportation Benefit District (TBD)	0	1,509,818	64,551	1,445,267
Subtotal - Special Revenue Funds		\$40,638,715	\$33,233,081	\$39,476,053	\$34,395,743

2023-2024
ALL FUNDS CASH FLOW
as of June 2024

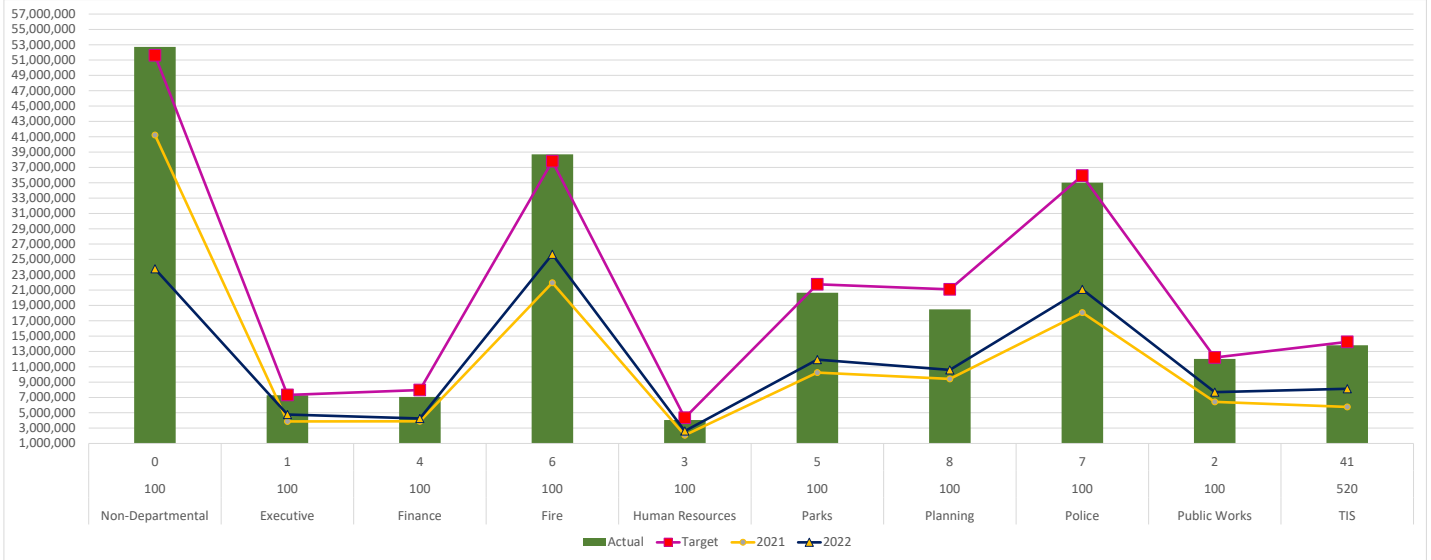


Fund No.	Fund Name	Beginning Fund Balance	Actual Revenue	Actual Expenditure	Balance
Debt Service Funds					
233	Debt Service Fund	\$258,153	\$9,048,140	\$6,727,862	\$2,578,431
	Subtotal - Debt Service Funds	\$258,153	\$9,048,140	\$6,727,862	\$2,578,431
Capital Investment Program (CIP) Funds					
315	Parks CIP	\$33,755,459	\$20,558,412	\$44,038,584	\$10,275,287
316	Transportation CIP	48,967,792	24,591,375	11,802,723	61,756,444
319	General Government CIP	19,129,674	1,969,112	7,651,747	13,447,039
	Subtotal - CIP Funds	\$101,852,925	\$47,118,899	\$63,493,053	\$85,478,770
Community Facilities District (CFD) Funds					
361	CFD 2014-1	\$6,800,878	\$130,382	\$5,060	\$6,926,200
362	CFD 2016-1	9,135,888	956,090	269,310	9,822,668
	Subtotal - CFD Funds	\$15,936,766	\$1,086,472	\$274,370	\$16,748,867
Enterprise Funds (Utilities)					
401	Water/Wastewater Operating	\$19,509,486	\$70,030,283	\$72,205,586	\$17,334,183
402	Novelty Hill Operating	8,657,189	13,125,009	15,874,199	5,907,999
403	Water CIP	23,285,181	10,559,871	6,833,747	27,011,305
404	Wastewater CIP	3,231,010	4,680,890	7,020,648	891,252
405	Stormwater Operating	11,632,713	23,100,232	23,351,094	11,381,852
406	Stormwater CIP	46,378,185	9,662,067	2,341,058	53,699,193
407	Novelty Hill Water CIP	12,159,848	4,693,178	20,094	16,832,931
408	Novelty Hill Wastewater CIP	14,012,545	3,839,669	32,217	17,819,997
	Subtotal - Enterprise Funds	\$138,866,158	\$139,691,198	\$127,678,643	\$150,878,713
Internal Service Funds					
501	Fleet Maintenance	\$4,197,155	\$6,701,576	\$6,141,949	\$4,756,782
510	Insurance Claims & Reserves	1,280,630	4,725,564	5,263,439	742,755
511	Medical Self Insurance	5,852,074	25,516,795	22,932,538	8,436,330
512	Workers' Compensation	1,986,618	4,596,484	2,594,060	3,989,042
520	Information Technology	3,920,724	19,872,433	15,628,132	8,165,025
	Subtotal - Internal Service Funds	\$17,237,200	\$61,412,852	\$52,560,118	\$26,089,935
Total - All Funds		\$416,756,983	\$545,496,509	\$546,469,020	\$415,784,471

2023-2024
EXPENDITURE BY DEPARTMENT



as of June 2024



Department	Budget	Actual	Variance	% Expended	% (over)/under expected
Non-Departmental	\$68,816,464	\$52,711,966	\$16,104,499	77%	-2%
Executive	9,764,663	7,283,943	2,480,720	75%	0%
Finance	10,617,227	7,061,788	3,555,439	67%	8%
Fire	50,404,714	38,699,760	11,704,954	77%	-2%
Human Resources	5,786,162	4,046,301	1,739,861	70%	5%
Parks	29,002,166	20,655,584	8,346,582	71%	4%
Planning	28,123,330	18,483,799	9,639,531	66%	9%
Police	47,909,015	35,005,312	12,903,702	73%	2%
Public Works	16,273,915	12,021,530	4,252,385	74%	1%
TIS	19,005,969	13,795,924	5,210,045	73%	2%
Total Expenditure	\$285,703,624	\$209,765,907	\$75,937,717	73%	2%

2023-2024
ALL FUNDS BUDGET VS ACTUALS
as of June 2024



Fund No.	Fund Name	Budget	Actual	Variance	% Expended	% Over/ Under
100	General Fund	\$283,354,278	\$195,969,983	\$87,384,294	69%	6%
General Fund Sub-Funds						
011	Arts Activity	\$918,306	\$599,114	\$319,192	65%	10%
012	Parks Maintenance & Operations	4,557,148	2,553,496	2,003,652	56%	19%
013	Community Events	1,326,272	650,750	675,522	49%	26%
019	Human Services	6,152,101	3,505,862	2,646,239	57%	18%
020	Fire Equipment Reserves	8,246,436	2,169,930	6,076,506	26%	49%
021	Operating Reserves	7,810,263	462,274	7,347,988	6%	69%
025	COVID-19 Recovery	9,564,843	7,409,568	2,155,275	77%	-2%
027	Capital Equipment Replacement Reserve	7,318,063	3,647,363	3,670,700	50%	25%
030	Business Tax	16,848,192	9,827,625	7,020,567	58%	17%
031	Real Property	3,203,759	2,022,260	1,181,499	63%	12%
035/036	Public Safety Levy	15,087,071	9,946,921	5,140,150	66%	9%
037	Parks Levy	1,075,565	554,524	521,041	52%	23%
095	Parks Maintenance Projects	4,911,865	1,755,161	3,156,703	36%	39%
096	Transportation Maintenance Projects	21,300,281	7,329,419	13,970,862	34%	41%
099	General Govt/Facilities Maint. Projects	22,721,014	7,854,671	14,866,344	35%	40%
Subtotal - General Fund Sub-Funds		\$131,041,180	\$60,288,939	\$70,752,242	46%	29%
Grand Total General Fund		\$414,395,458	\$256,258,922	\$158,136,536	62%	13%
Special Revenue Funds						
110	Recreation Activity	\$6,411,736	\$3,490,221	\$2,921,515	54%	21%
115	Development Staffing Agreement	13,657,559	6,257,940	7,399,619	46%	29%
117	Cable Access	85,634	36,966	48,668	43%	32%
118	Operating Grants	2,284,715	1,033,684	1,251,031	45%	30%
122	Advanced Life Support (ALS)	21,976,015	15,405,699	6,570,316	70%	5%
124	Aid Car Donation	685,445	-	685,445	0%	75%
125	Real Estate Excise Tax (REET)	39,101,802	10,361,877	28,739,925	26%	49%
126	Drug Enforcement	34,344	-	34,344	0%	75%
131	Tourism (Hotel/Motel Tax)	1,796,777	732,444	1,064,332	41%	34%
140	Solid Waste/Recycling	3,922,949	2,092,670	1,830,279	53%	22%
150	Transportation Benefit District	5,500,000	64,551	5,435,449	1%	74%
Subtotal - Special Revenue Funds		\$95,456,975	\$39,476,053	\$55,980,923	41%	34%

2023-2024
ALL FUNDS BUDGET VS ACTUALS
as of June 2024

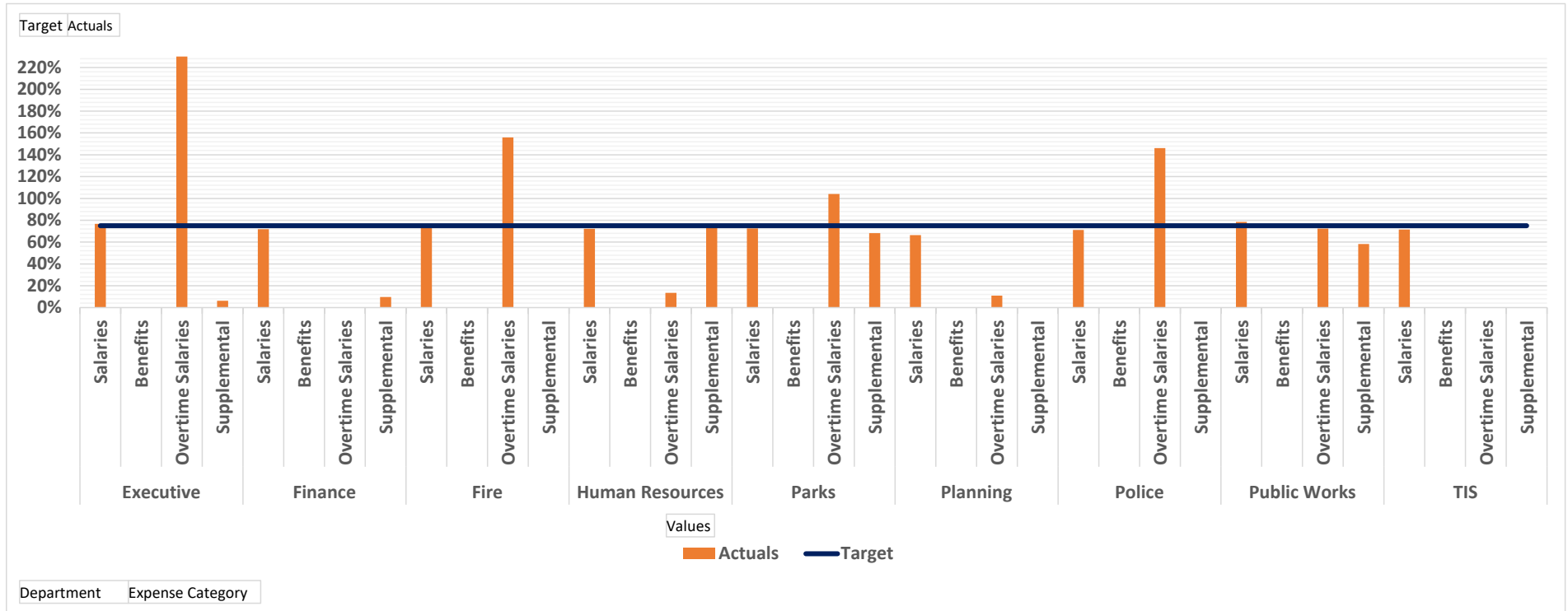


Fund No.	Fund Name	Budget	Actual	Variance	% Expended	% Over/ Under
Debt Service Funds						
233	Debt Service Fund	\$12,151,625	\$6,727,862	\$5,423,763	55%	20%
	Subtotal - Debt Service Funds	\$12,151,625	\$6,727,862	\$5,423,763	55%	20%
Capital Investment Program (CIP) Funds						
315	Parks CIP	\$61,423,591	\$44,038,584	\$17,385,007	72%	3%
316	Transportation CIP	82,168,884	11,802,723	70,366,161	14%	61%
319	General Government CIP	20,652,299	7,651,747	13,000,552	37%	38%
	Subtotal - CIP Funds	\$164,244,774	\$63,493,053	\$100,751,721	39%	36%
Community Facilities District (CFD) Funds						
361	CFD 2014-1	\$6,830,878	\$5,060	\$6,825,818	0%	75%
362	CFD 2016-1	9,295,888	269,310	9,026,578	3%	72%
	Subtotal - CFD Funds	\$16,126,766	\$274,370	\$15,852,396	2%	73%
Enterprise Funds (Utilities)						
401	Water/Wastewater Operating	\$113,231,239	\$72,205,586	\$41,025,653	64%	11%
402	Novelty Hill Operating	25,872,382	15,874,199	9,998,182	61%	14%
403	Water CIP	34,853,314	6,833,747	28,019,567	20%	55%
404	Wastewater CIP	12,560,997	7,020,648	5,540,350	56%	19%
405	Stormwater Operating	41,489,505	23,351,094	18,138,412	56%	19%
406	Stormwater CIP	56,392,436	2,341,058	54,051,377	4%	71%
407	Novelty Hill Water CIP	16,065,058	20,094	16,044,964	0%	75%
408	Novelty Hill Wastewater CIP	16,974,869	32,217	16,942,652	0%	75%
	Subtotal - Enterprise Funds	\$317,439,800	\$127,678,643	\$189,761,157	40%	35%
Internal Service Funds						
501	Fleet Maintenance	\$12,606,415	\$6,141,949	\$6,464,467	49%	26%
510	Insurance Claims & Reserves	7,640,351	5,263,439	2,376,913	69%	6%
511	Medical Self Insurance	38,582,425	22,932,538	15,649,887	59%	16%
512	Workers' Compensation	7,399,021	2,594,060	4,804,961	35%	40%
520	Information Technology	28,965,194	15,628,132	13,337,062	54%	21%
	Subtotal - Internal Service Funds	\$95,193,407	\$52,560,118	\$42,633,289	55%	20%
	Total - All Funds	\$1,115,008,804	\$546,469,020	\$568,539,784	49%	26%

**2023-2024
GENERAL FUND AND TIS
SALARIES AND BENEFITS**



as of June 2024

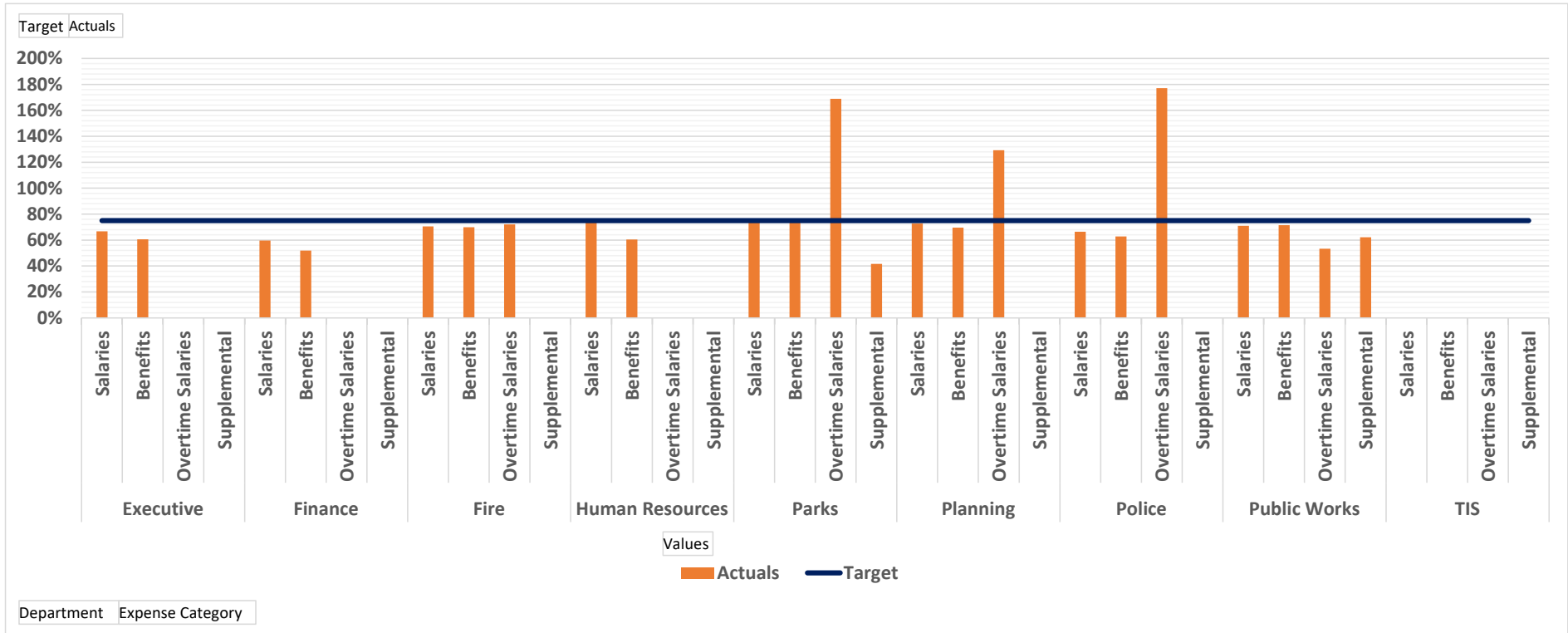


Department	Expense Category	Budget	Actual	Variance	% Expended	expected
Executive	Salaries	\$5,733,626	\$4,403,461	\$1,330,165	77%	-2%
Executive	Benefits	1,995,448	1,441,379	554,069	72%	3%
Executive	Overtime Salaries	2,400	5,687	(3,287)	237%	-162%
Executive	Supplemental	105,000	6,465	98,535	6%	69%
EXECUTIVE TOTAL		\$7,836,474	\$5,856,992	\$1,979,482	75%	0%

Department	Expense Category	Budget	Actual	Variance	% Expended	expected
Public Works	Salaries	\$6,038,556	\$4,740,561	\$1,297,996	79%	-4%
Public Works	Benefits	2,488,095	1,793,080	695,015	72%	3%
Public Works	Overtime Salaries	346,033	250,400	95,633	72%	3%
Public Works	Supplemental	372,000	216,803	155,197	58%	17%
PUBLIC WORKS TOTAL		\$9,244,685	\$7,000,844	\$2,243,841	76%	-1%
Human Resources	Salaries	\$3,850,560	\$2,780,405	\$1,070,156	72%	3%
Human Resources	Benefits	1,190,712	907,790	282,922	76%	-1%
Human Resources	Overtime Salaries	14,000	1,896	12,104	14%	61%
Human Resources	Supplemental	63,000	46,457	16,543	74%	1%
HUMAN RESOURCES TOTAL		\$5,118,272	\$3,736,547	\$1,381,725	73%	2%
Finance	Salaries	\$6,612,813	\$4,754,293	\$1,858,520	72%	3%
Finance	Benefits	2,402,965	1,507,953	895,011	63%	12%
Finance	Overtime Salaries	-	27,269	(27,269)	>100%	(>100%)
Finance	Supplemental	211,406	20,462	190,944	10%	65%
FINANCE TOTAL		\$9,227,184	\$6,309,977	\$2,917,207	68%	7%
TIS	Salaries	\$9,961,875	\$7,116,068	\$2,845,807	71%	4%
TIS	Benefits	3,326,512	2,308,845	1,017,668	69%	6%
TIS	Overtime Salaries	-	1,516	(1,516)	>100%	(>100%)
TIS	Supplemental	-	-	-		
TIS TOTAL		\$13,288,387	\$9,426,429	\$3,861,959	71%	4%

Department	Expense Category	Budget	Actual	Variance	% Expended	expected
Parks	Salaries	\$11,057,005	\$8,021,520	\$3,035,484	73%	2%
Parks	Benefits	4,060,041	3,146,384	913,657	77%	-2%
Parks	Overtime Salaries	60,306	62,792	(2,486)	104%	-29%
Parks	Supplemental	1,401,795	955,296	446,499	68%	7%
PARKS TOTAL		\$16,579,147	\$12,185,992	\$4,393,155	74%	1%
Fire	Salaries	\$29,497,835	\$22,250,879	\$7,246,956	75%	0%
Fire	Benefits	12,210,857	8,933,013	3,277,844	73%	2%
Fire	Overtime Salaries	2,304,230	3,593,398	(1,289,168)	156%	-81%
Fire	Supplemental	-	-	-		
FIRE TOTAL		\$44,012,922	\$34,777,290	9,235,632	79%	-4%
Police	Salaries	\$27,076,182	\$19,235,217	\$7,840,965	71%	4%
Police	Benefits	10,478,352	7,391,446	3,086,905	71%	4%
Police	Overtime Salaries	1,241,000	1,812,568	(571,568)	146%	-71%
Police	Supplemental	-	8,613	(8,613)	>100%	(>100%)
POLICE TOTAL		\$38,795,534	\$28,447,844	10,347,690	73%	2%
Planning	Salaries	\$15,605,222	\$10,348,965	\$5,256,256	66%	9%
Planning	Benefits	5,738,309	3,559,227	2,179,082	62%	13%
Planning	Overtime Salaries	116,870	12,877	103,993	11%	64%
Planning	Supplemental	-	44,428	(44,428)	>100%	(>100%)
PLANNING TOTAL		\$21,460,401	\$13,965,498	\$7,494,903	65%	10%
GRAND TOTAL		\$165,563,005	\$121,707,412	43,855,593	74%	1%

2023-2024
ALL DEPARTMENTS (OTHER FUNDS)
SALARIES AND BENEFITS
as of June 2024



Department	Expense Category	Budget	Actual	Variance	% Expended	% (over)/under expected
Executive	Salaries	\$250,884	\$167,407	83,477	67%	8%
Executive	Benefits	84,855	51,389	33,466	61%	14%
Executive	Overtime Salaries	-	-	-		
Executive	Supplemental	-	-	-		
EXECUTIVE TOTAL		\$335,739	\$218,796	116,943	65%	10%

Department	Expense Category	Budget	Actual	Variance	% Expended	% (over)/under expected
Public Works	Salaries	\$18,961,015	\$13,453,026	5,507,989	71%	4%
Public Works	Benefits	7,861,301	5,620,597	2,240,704	71%	4%
Public Works	Overtime Salaries	388,629	207,200	181,429	53%	22%
Public Works	Supplemental	392,000	243,893	148,107	62%	13%
PUBLIC WORKS TOTAL		\$27,602,945	\$19,524,716	8,078,229	71%	4%
Human Resources	Salaries	\$501,544	\$376,033	125,511	75%	0%
Human Resources	Benefits	749,782	453,241	296,541	60%	15%
Human Resources	Overtime Salaries	-	8,102	(8,102)	>100%	(>100%)
Human Resources	Supplemental	-	-	-		
HUMAN RESOURCES TOTAL		\$1,251,326	\$837,376	413,951	67%	8%
Finance	Salaries	\$287,385	\$171,195	116,190	60%	15%
Finance	Benefits	95,715	49,721	45,994	52%	23%
Finance	Overtime Salaries	-	-	-		
Finance	Supplemental	-	-	-		
FINANCE TOTAL		\$383,100	\$220,915	162,184	58%	17%
Parks	Salaries	\$4,244,007	\$3,245,339	998,668	76%	-1%
Parks	Benefits	1,799,484	1,345,506	453,977	75%	0%
Parks	Overtime Salaries	38,060	64,252	(26,192)	169%	-94%
Parks	Supplemental	1,116,636	465,389	651,247	42%	33%
PARKS TOTAL		\$7,198,186	\$5,120,486	2,077,700	71%	4%

Department	Expense Category	Budget	Actual	Variance	% Expended	% (over)/under expected
Fire	Salaries	\$17,476,952	\$12,329,418	5,147,533	71%	4%
Fire	Benefits	6,697,743	4,687,054	2,010,689	70%	5%
Fire	Overtime Salaries	3,927,983	2,834,335	1,093,648	72%	3%
Fire	Supplemental	-	-	-		
FIRE TOTAL		\$28,102,677	\$19,850,807	8,251,870	71%	4%
Police	Salaries	\$4,568,376	\$3,038,033	1,530,343	67%	8%
Police	Benefits	1,659,973	1,042,987	616,987	63%	12%
Police	Overtime Salaries	105,000	185,917	(80,917)	177%	-102%
Police	Supplemental	-	-	-		
POLICE TOTAL		\$6,333,349	\$4,266,937	2,066,412	67%	8%
Planning	Salaries	\$7,193,548	\$5,230,944	1,962,604	73%	2%
Planning	Benefits	2,545,541	1,772,916	772,625	70%	5%
Planning	Overtime Salaries	40,000	51,681	(11,681)	129%	-54%
Planning	Supplemental	-	-	-		
PLANNING TOTAL		\$9,779,089	\$7,055,541	2,723,548	72%	3%
GRAND TOTAL		\$80,986,411	\$57,095,575	23,890,837	71%	4%

2023-2024
CAPITAL INVESTMENT PROGRAM
AND
BUSINESS TECHNOLOGY INVESTMENT PROGRAM FUNDS
as of June 2024



Fund No.	Fund Name	Beginning Fund Balance	Actual Revenue	Budget Expenditure	Actual Expenditure	Variance	% Expended	% Over/Under
General Government Capital Investment Program								
095	Parks Maintenance Projects	\$1,547,942	\$2,650,061	\$3,878,983	\$1,755,161	\$2,123,822	45%	30%
096	Transportation Maintenance Projects	9,603,219	7,428,105	16,142,501	7,329,419	8,813,082	45%	30%
099	General Government/Facilities Maintenance Projects	6,616,568	15,125,896	15,693,362	7,854,671	7,838,691	50%	25%
315	Parks CIP	33,755,459	20,558,412	45,444,967	44,038,584	1,406,383	97%	-22%
316	Transportation CIP	48,967,792	24,591,375	36,583,083	11,802,723	24,780,360	32%	43%
319	General Government/Facilities CIP	19,129,674	1,969,112	14,744,003	7,651,747	7,092,256	52%	23%
	Subtotal - General Government CIP Funds	\$119,620,654	\$72,322,961	\$132,486,899	\$80,432,304	\$52,054,595	61%	14%
Utility Capital Investment Program								
403	Water CIP	\$23,285,181	\$10,559,871	\$14,245,289	\$6,833,747	\$7,411,542	48%	27%
404	Wastewater CIP	3,231,010	4,680,890	6,149,840	7,020,648	(870,808)	114%	-39%
406	Stormwater CIP	46,378,185	9,662,067	15,214,821	2,341,058	12,873,763	15%	60%
407	Novelty Hill Water CIP	12,159,848	4,693,178	499,574	20,094	479,480	4%	71%
408	Novelty Hill Wastewater CIP	14,012,545	3,839,669	30,990	32,217	(1,227)	104%	-29%
	Subtotal - Utility CIP Funds	\$99,066,770	\$33,435,674	\$36,140,514	\$16,247,764	\$19,892,750	45%	30%
Business Technology Investment Program								
520	Business Technology Investment Program (BTIP)	\$3,778,874	\$5,585,535	\$8,343,776	\$1,832,208	\$6,511,568	22%	53%
	Subtotal - BTIP Fund	\$3,778,874	\$5,585,535	\$8,343,776	\$1,832,208	\$6,511,568	22%	53%
	Total - CIP and BTIP Funds	\$222,466,297	\$111,344,170	\$176,971,189	\$98,512,276	\$78,458,913	56%	19%



Second Quarter 2024 Financial Report

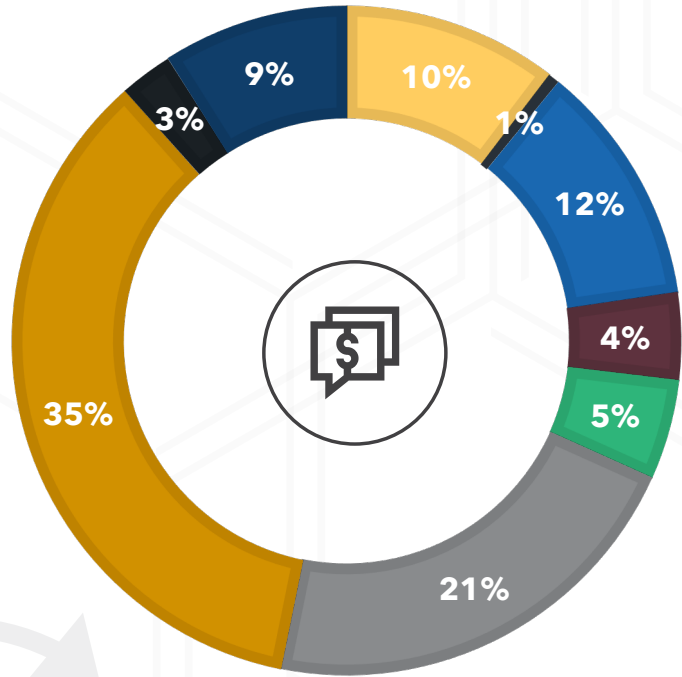
August 5, 2024

Kelley Cochran, Finance Director



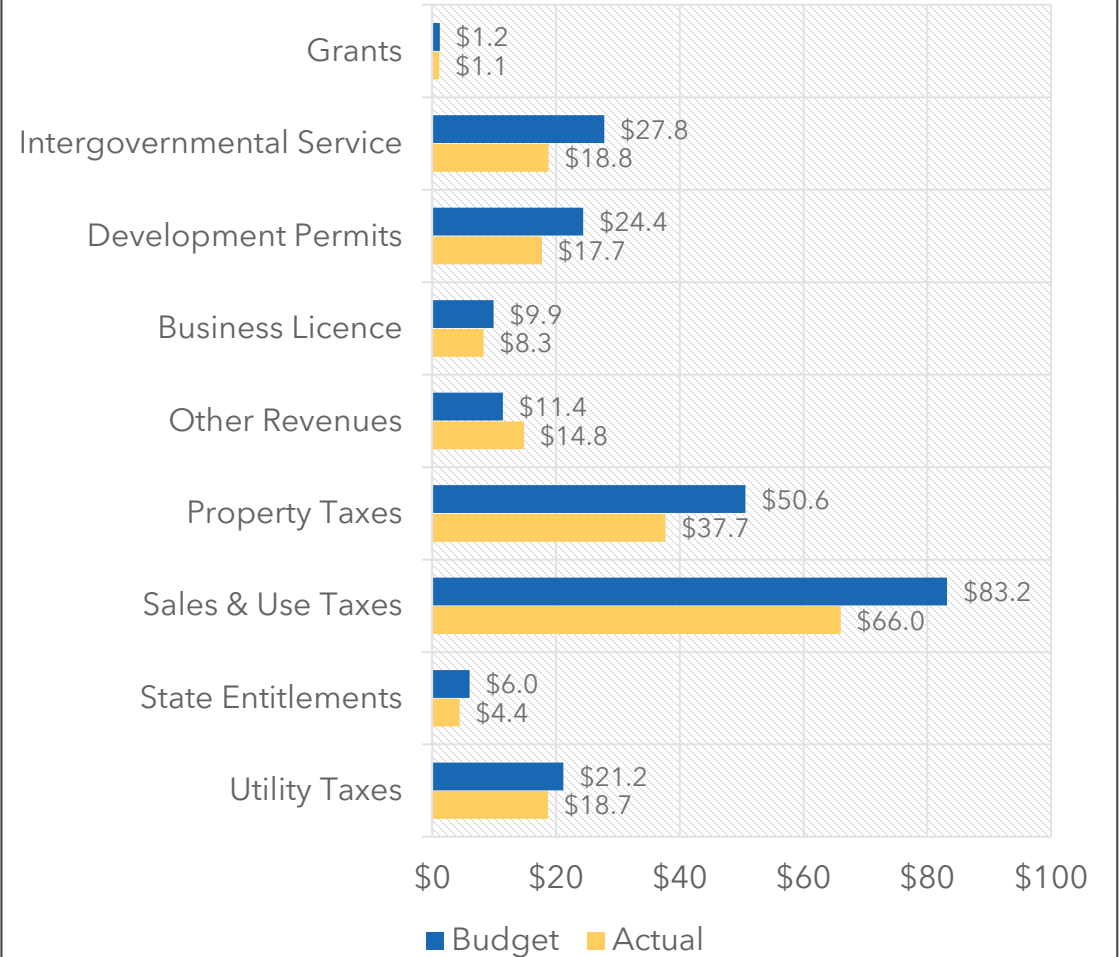
General Fund Revenue - 2nd Quarter 2024

BIENNIAL BUDGET \$283.4M

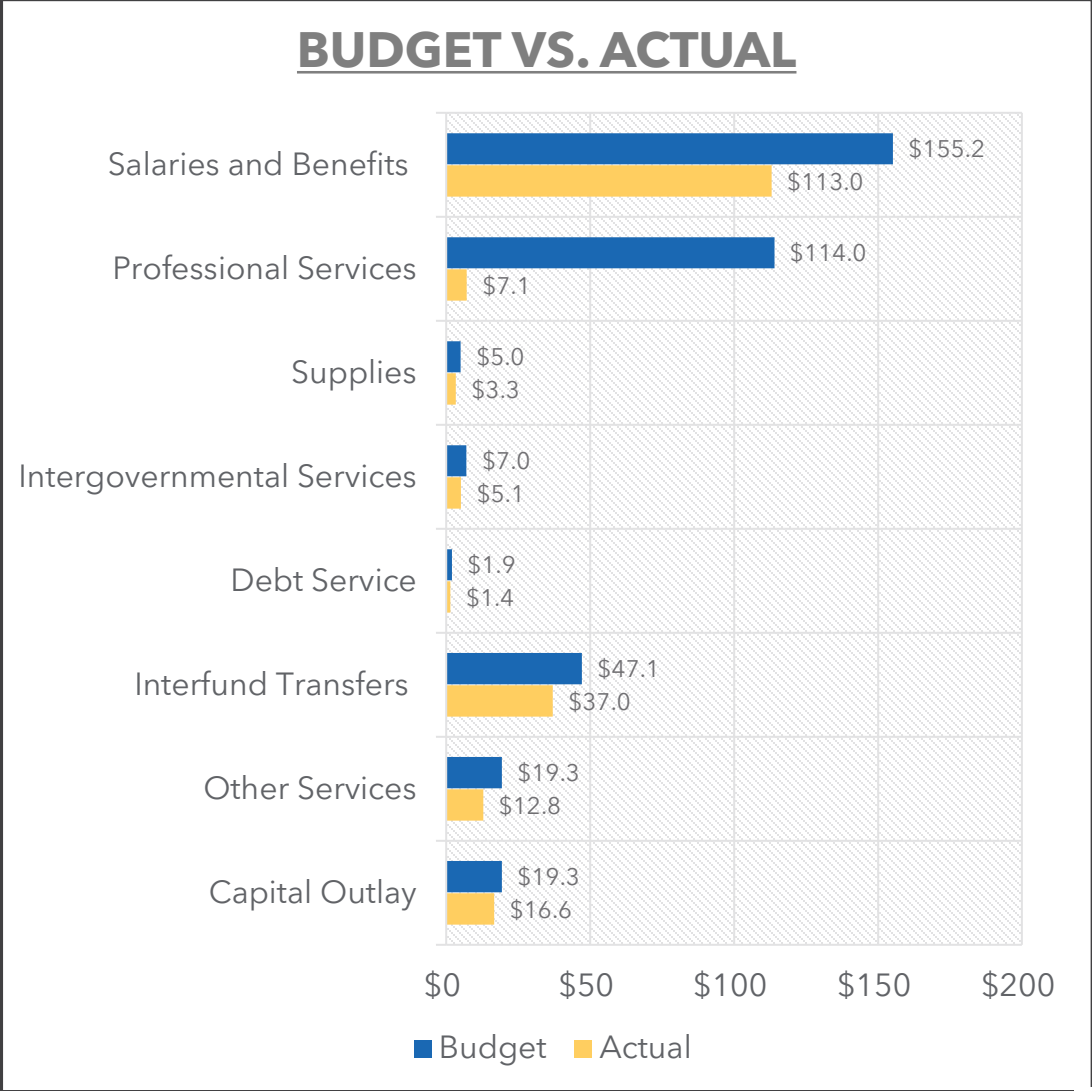
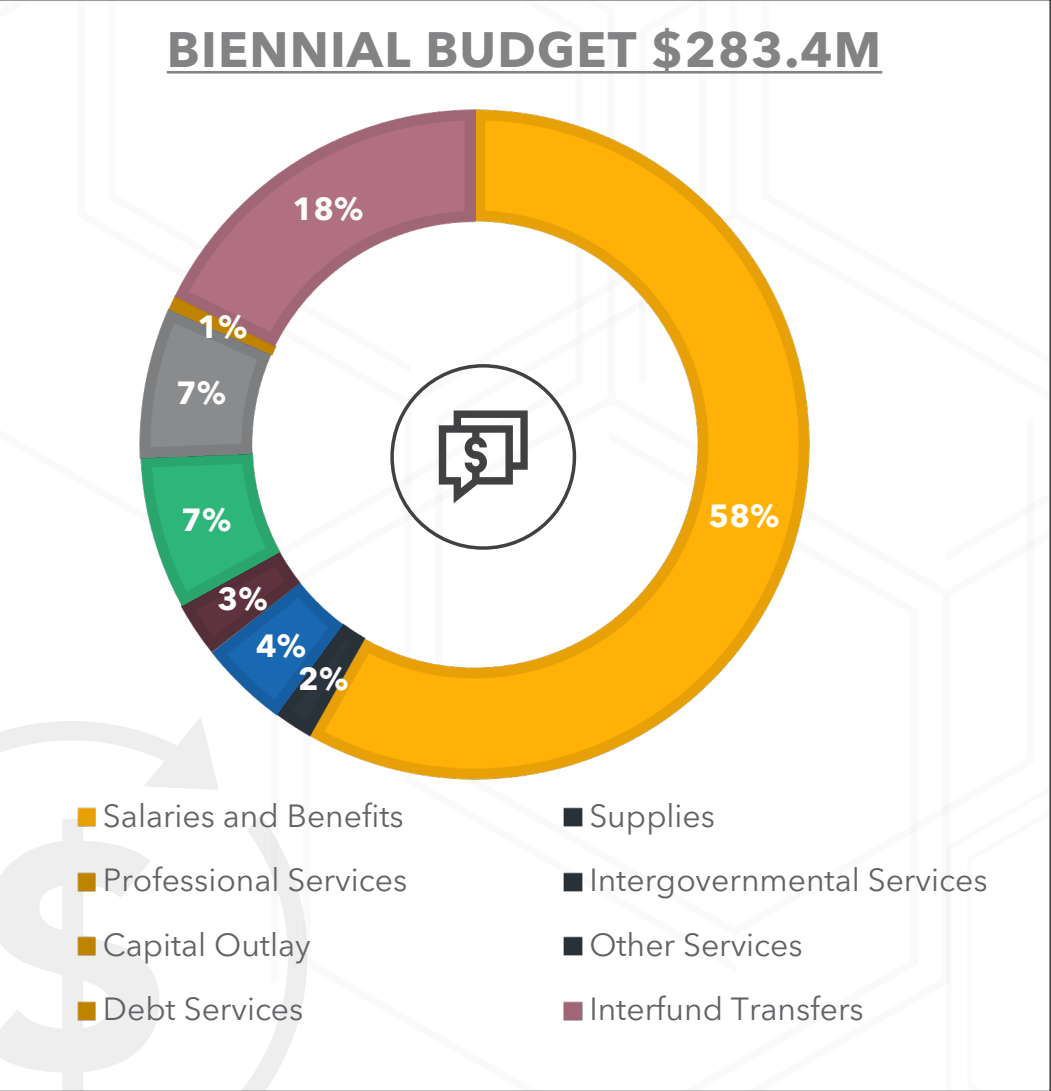


- Development Fees
- Grants
- Intergovernmental Service
- Business License
- Other Revenues
- Property Taxes
- Sales & Use Taxes
- State Entitlements
- Utility Taxes

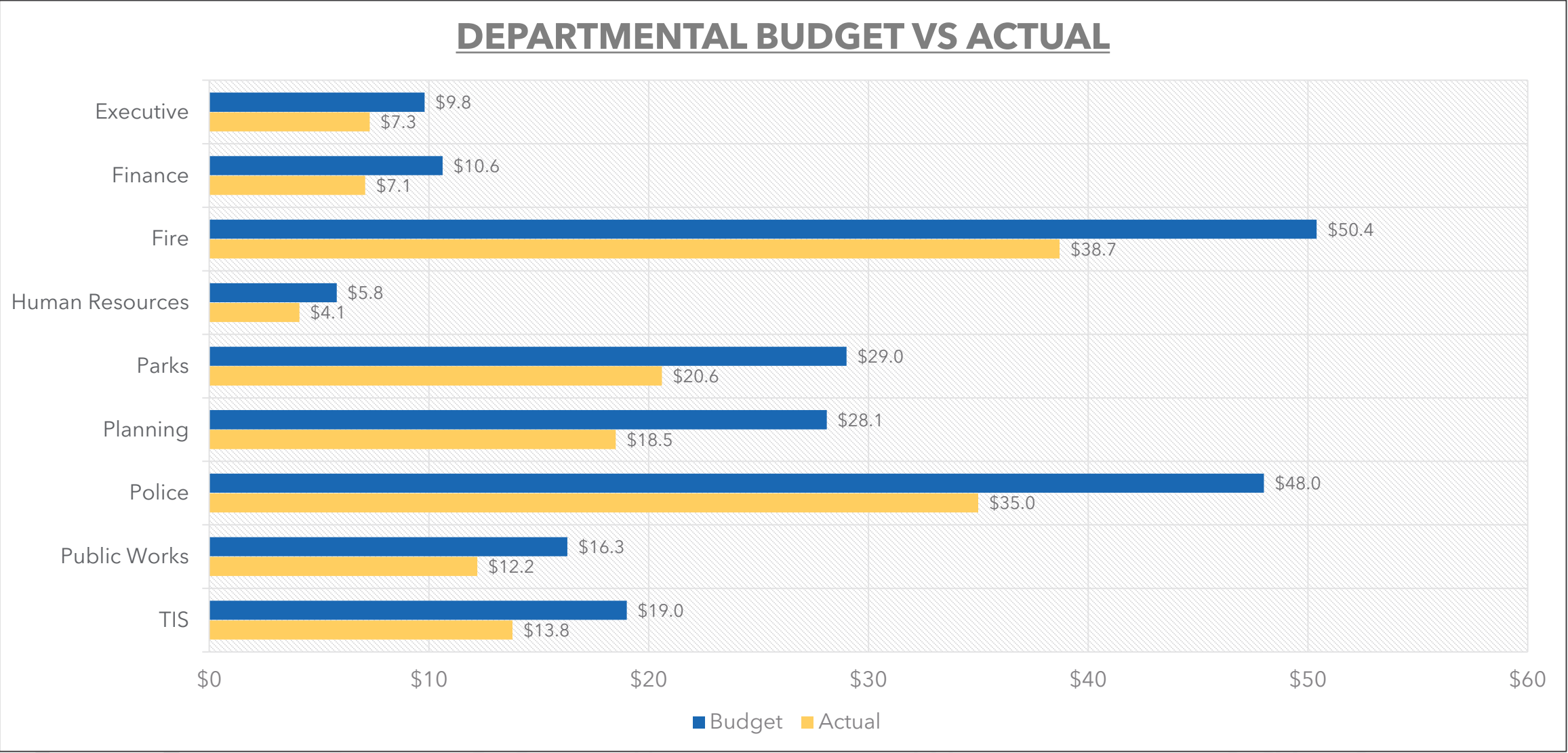
BUDGET VS ACTUAL



General Fund Expenditures - 2nd Quarter 2024

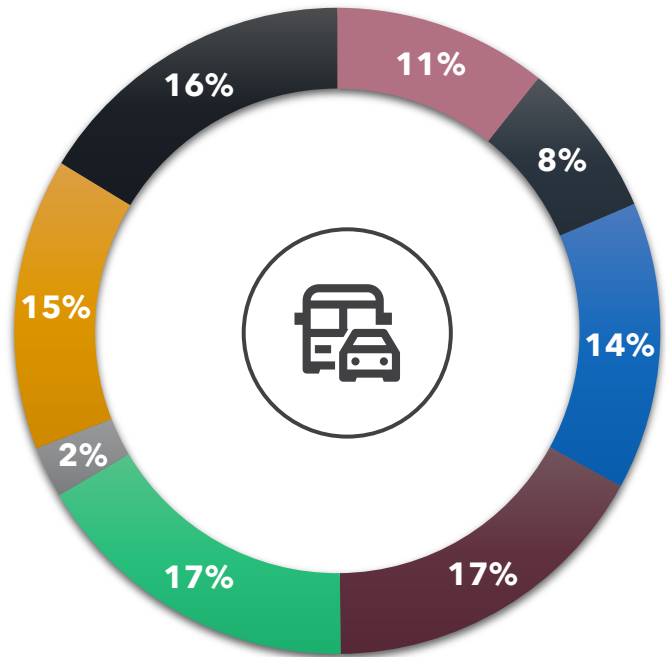


General Fund Expenditures - 2nd Quarter 2024



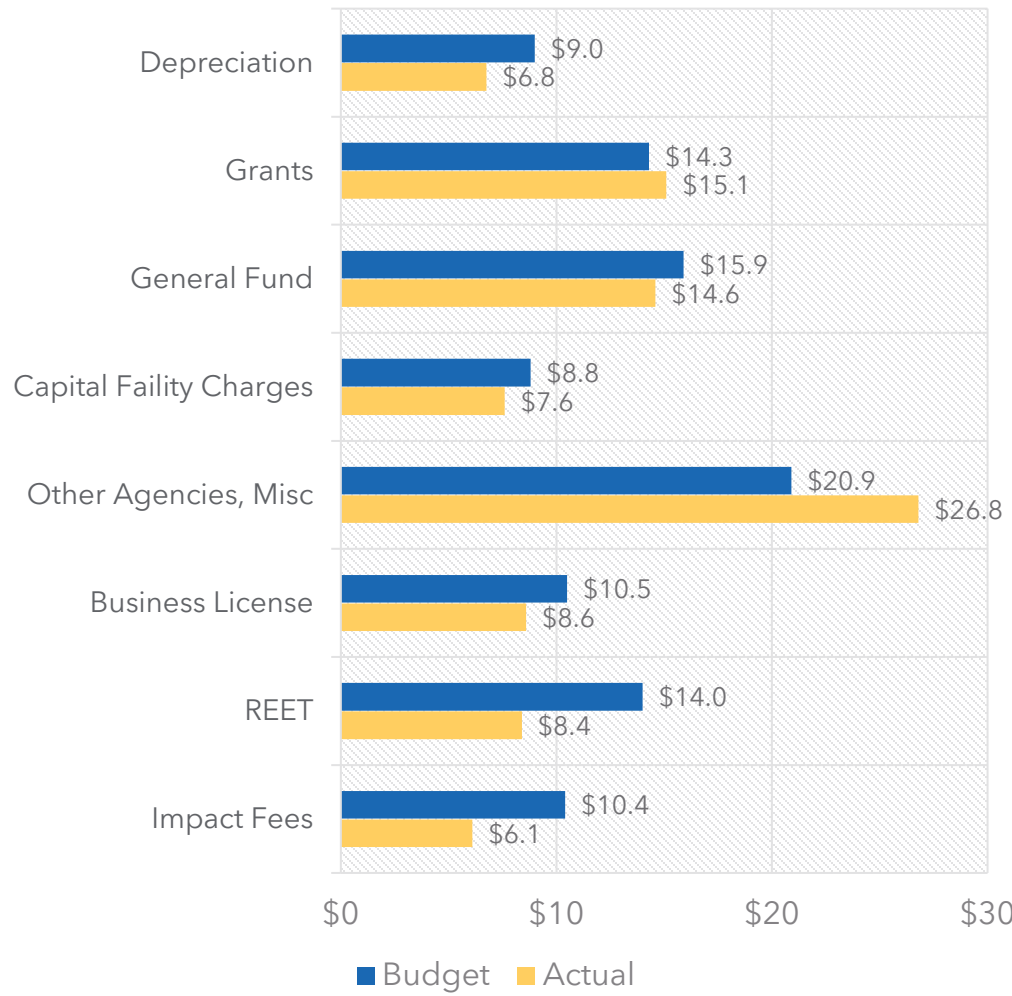
Capital Investment Program - Revenue

BIENNIAL BUDGET \$388.9M



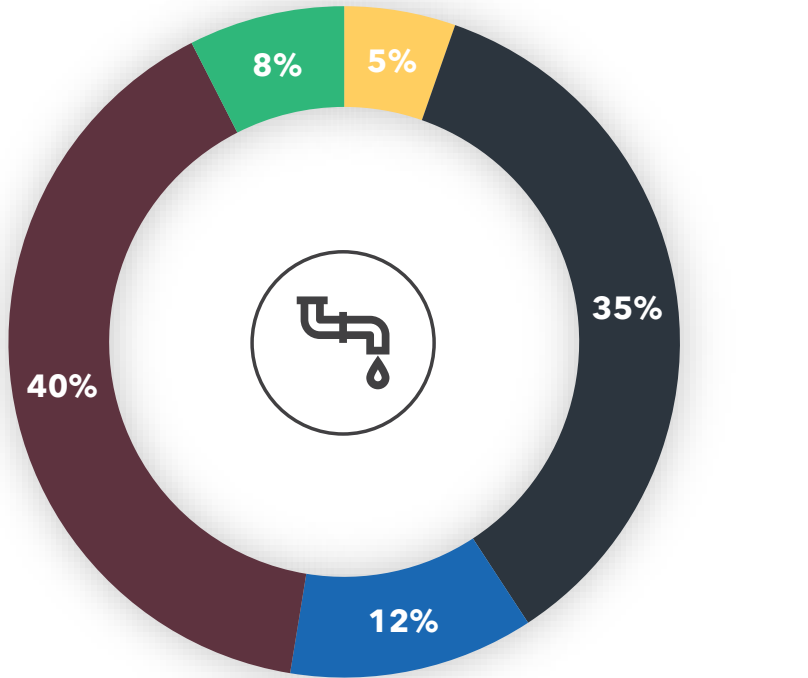
- Impact Fees
- REET
- Business License
- Other Agencies, Misc
- Capital Facility Charges
- General Fund
- Grants
- Depreciation

BUDGET VS. ACTUAL



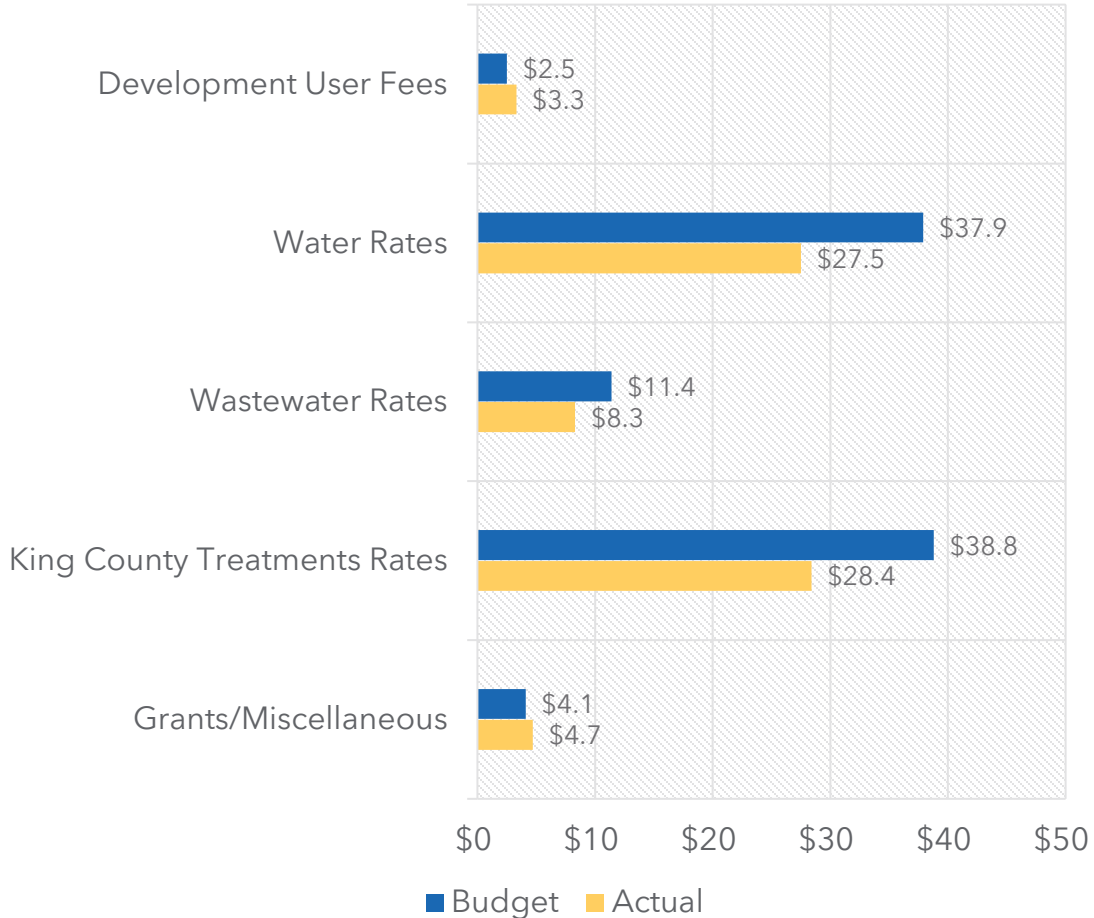
Water/Wastewater Utility - Revenue

BIENNIAL BUDGET \$46.8M



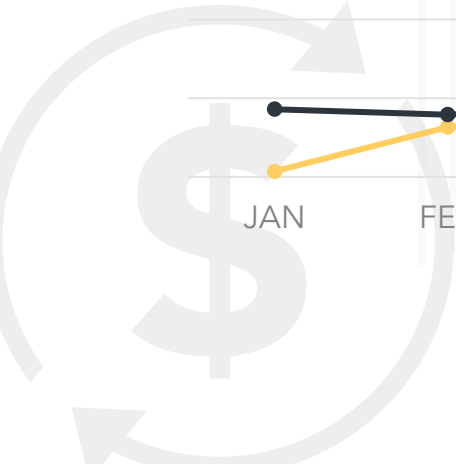
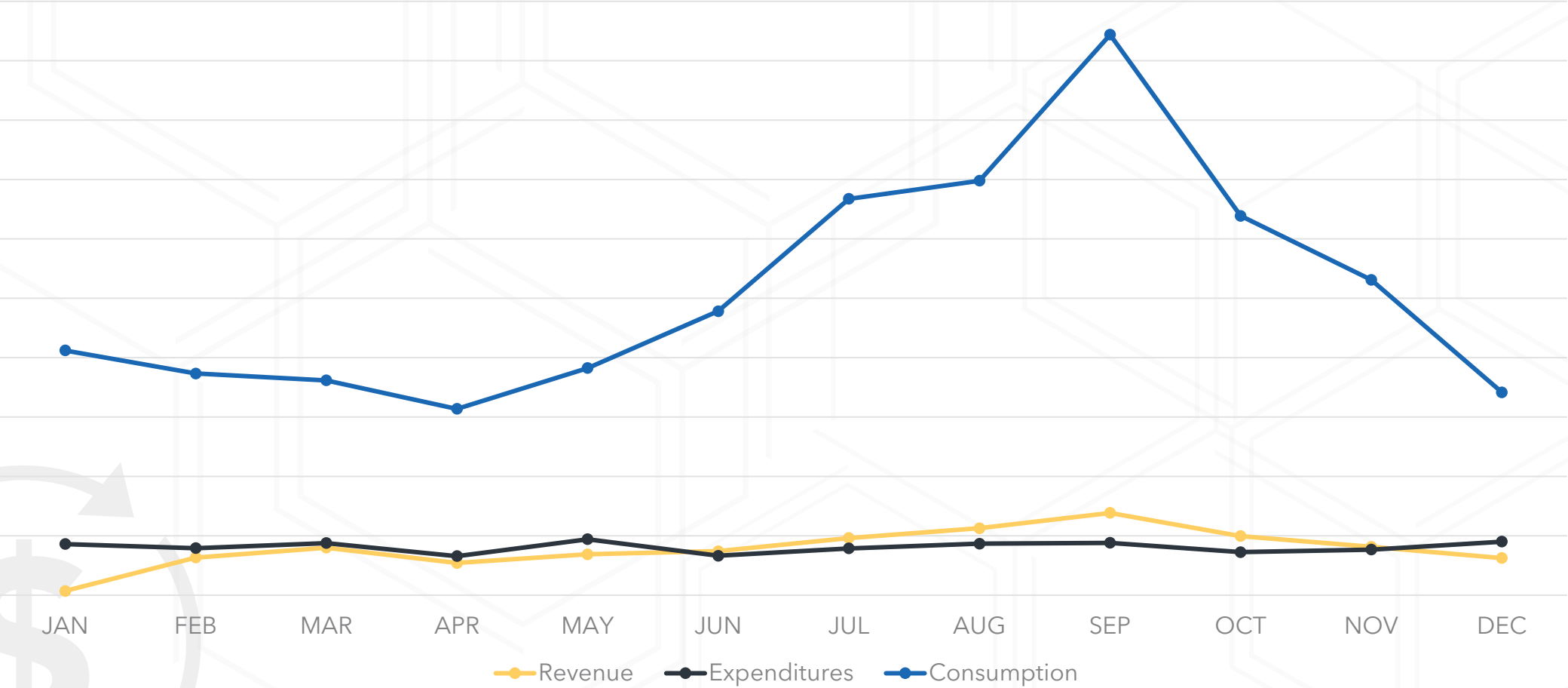
- Development Fees
- Wastewater Rates
- Grants and Miscellaneous
- Water Rates
- King County Treatment Rates

BUDGET VS. ACTUAL



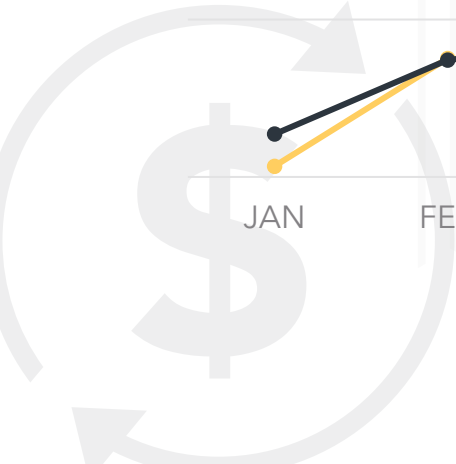
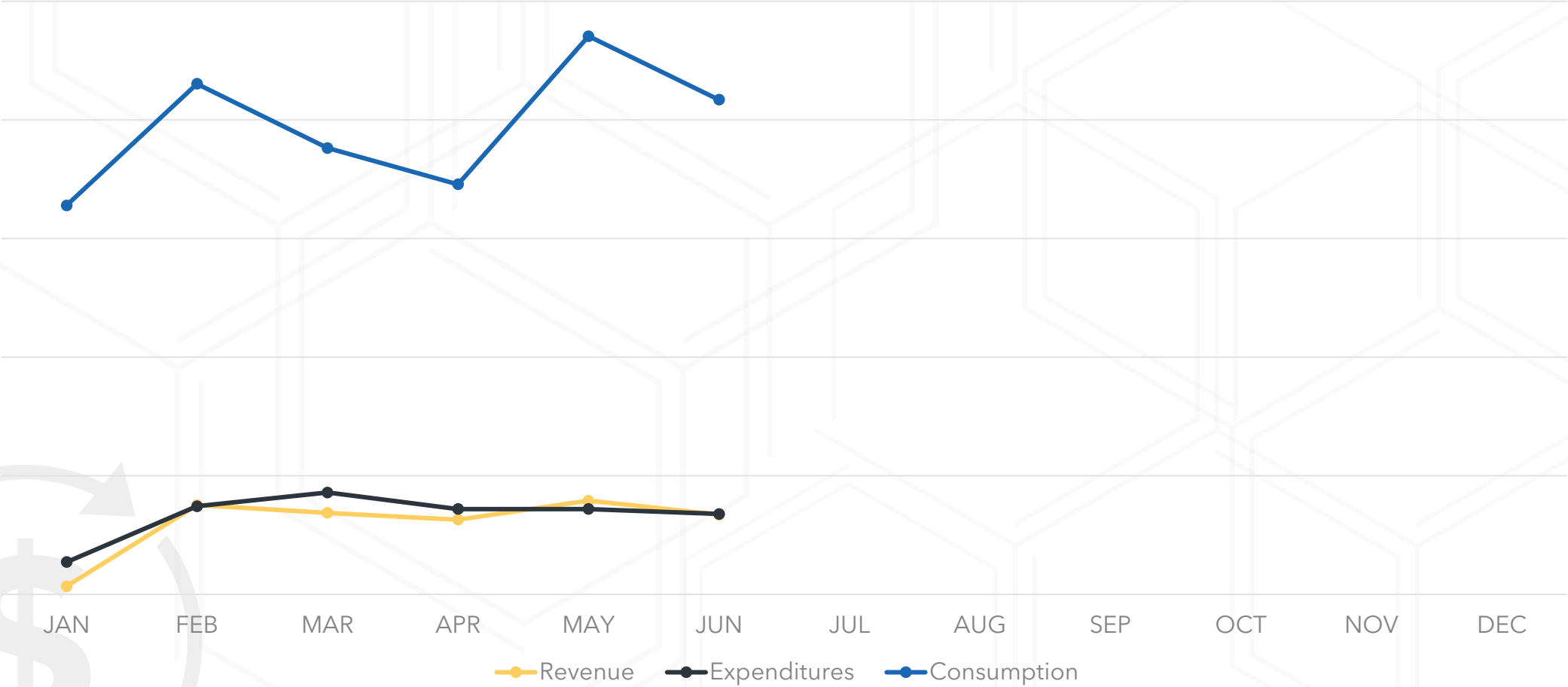
Water/Wastewater Utility 2023

Revenue versus Expense



Water/Wastewater Utility 2024

Revenue versus Expense





Healthy and Sustainable 2023-2024 Baseline Budget

Budget Offer	Baseline Budget Offer	Department	Current Adopted Budget	2nd Quarter 2024 Actual	% Spent
8	Community Recreation	Parks	\$13,002,933	\$9,092,730	70%
7	Environmental Sustainability	Executive	\$1,142,952	\$823,461	72%
2	Ground & Surface Water Management	Public Works	\$6,604,765	\$3,982,396	60%
9	Parks, Trails & Open Space	Parks	\$16,864,703	\$11,644,333	69%
3	Safe & Reliable Drinking Water	Public Works	\$35,491,433	\$26,898,763	76%
6	Solid Waste Management	Public Works	\$2,570,097	\$1,940,187	75%
4	Stormwater Management	Public Works	\$18,406,198	\$13,011,160	71%
147	Wastewater Management	Public Works	\$53,690,131	\$38,317,009	71%
TOTAL			\$147,773,213	\$105,710,039	72%



Safe and Resilient 2023-2024 Baseline Budget

Budget Offer	Baseline Budget Offer	Department	Current Adopted Budget	2nd Quarter 2024 Actual	% Spent
13	Construction Inspection	Planning	\$8,678,957	\$5,422,575	62%
19	Criminal Investigation	Police	\$5,451,051	\$3,561,466	65%
18	Criminal Justice	Executive & Police	\$4,310,807	\$3,449,735	80%
17	Fire & Medical Operations	Fire	\$61,365,181	\$45,863,278	75%
11	Fire Prevention Services	Fire	\$1,899,921	\$1,279,688	67%
16	Fire Support Services	Fire	\$17,411,899	\$11,167,257	64%
14	Police Dispatch & Support	Police	\$13,196,866	\$9,249,320	70%
15	Police Patrol & Response	Police	\$30,114,114	\$22,224,957	74%
12	Street & Traffic Safety	Public Works	\$17,518,119	\$11,475,601	66%
TOTAL			\$159,946,915	\$113,693,878	71%



Strategic and Responsive 2023-2024 Baseline Budget

Budget Offer	Baseline Budget Offer	Department	Current Adopted Budget	2nd Quarter 2024 Actual	% Spent
30	City Council	Council	\$519,702	\$410,527	79%
26	Citywide Communications	Executive	\$1,922,762	\$1,424,429	74%
27	Community Outreach/Involvement	Executive & Police	\$2,878,639	\$1,800,035	63%
24	Diversity, Equity, & Inclusion	Executive	\$663,436	\$346,600	52%
29	Executive Leadership	Executive	\$4,776,623	\$3,970,506	83%
21	Fiscal Accountability	Finance	\$17,497,481	\$11,858,433	68%
28	Fleet Management	Public Works	\$11,135,120	\$7,696,310	69%
23	Human Resources	Human Resources	\$47,044,099	\$29,671,423	63%
22	Operating Reserves	Finance	\$43,076,240	\$3,938,317	9%
25	Technology Solutions	TIS	\$20,401,160	\$14,673,284	72%
TOTAL			\$149,915,262	\$75,789,864	51%



Vibrant and Connected 2023-2024 Baseline Budget

Budget Offer	Baseline Budget Offer	Department	Current Adopted Budget	2nd Quarter 2024 Actual	% Spent
36	Arts & Community Events	Parks	\$1,867,926	\$1,298,274	70%
39	Capital Investment Delivery	Public Works	\$7,435,863	\$2,346,611	32%
40	Community/Economic Development	Planning	\$6,436,146	\$4,691,877	73%
42	Development Services	Planning	\$17,650,624	\$11,601,884	66%
38	Facilities Management	Parks	\$8,726,368	\$6,348,352	73%
37	Housing & Human Services	Planning	\$9,146,249	\$6,045,469	66%
35	Light Rail	Planning	\$2,612,876	\$875,620	34%
140	Microsoft Campus Refresh	Planning	\$4,805,461	\$4,473,231	93%
34	Mobility of People & Goods	Planning	\$4,680,847	\$2,749,455	59%
TOTAL			\$63,362,360	\$40,430,774	64%

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/31/2024
Check Date: 7/31/2024

Check Total:	\$	-
Direct Deposit Total:	\$	7,417.97
Wires & Electronic Funds Transfers:	\$	2,933.42
Grand Total:	\$	<u>10,351.39</u>

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

All Checks numbered through ,
Direct deposits numbered **170679** through **170686** , and
Electronic Fund transfers **1738** through **1738**
are approved for payment in the amount of **\$10,351.39**
on this **6 day of August 2024**.

Note:

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/31/2024
Check Date: 7/31/2024

Total Checks and Direct deposit:	\$	8,445.28
Wire Wilmington Trust RICS (MEBT):	\$	1,906.11
Grand Total:	\$	<u>10,351.39</u>

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

DocuSigned by:
Cathryn Laird
7C0092BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

City of Redmond
Payroll Check Approval Register
Pay period: 7/1 - 7/15/2024
Check Date: 7/25/2024

Check Total:	\$	42,748.07
Direct Deposit Total:	\$	2,746,656.34
Wires & Electronic Funds Transfers:	\$	1,701,277.87
Grand Total:	\$	<u>4,490,682.28</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 **188365** through **188382** ,
Direct deposits numbered **169875** through **170678** , and
Electronic Fund transfers **1733** through **1737**
are approved for payment in the amount of **\$4,490,682.28**
on this **6 day of August 2024**.

Note:

Check printed off cycle # 188364 for Frederick Wiggs

City of Redmond
Payroll Final Check List
Pay period: 7/1 - 7/15/2024
Check Date: 7/25/2024

Total Checks and Direct deposit:	\$	3,991,930.59
Wire Wilmington Trust RICS (MEBT):	\$	498,751.69
Grand Total:	\$	<u>4,490,682.28</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

City of Redmond
Payroll Check Approval Register
Pay period: 6/16 - 6/30/2024
Check Date: 7/10/2024

Check Total:	\$	55,631.60
Direct Deposit Total:	\$	2,723,302.91
Wires & Electronic Funds Transfers:	\$	1,659,424.10
Grand Total:	\$	<u>4,438,358.61</u>

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

All Checks numbered **188346** through **188363** ,
Direct deposits numbered **169071** through **169874** , and
Electronic Fund transfers **1727** through **1732**
are approved for payment in the amount of **\$4,438,358.61**
on this **6 day of August 2024**.

Note:

- Check # 188344 - check for Joseph Tingley
- Check # 188345 - check reprint Brynn Maxim

City of Redmond
Payroll Final Check List
Pay period: 6/16 - 6/30/2024
Check Date: 7/10/2024

Total Checks and Direct deposit:	\$	3,938,873.03
Wire Wilmington Trust RICS (MEBT):	\$	499,485.58
Grand Total:	\$	<u>4,438,358.61</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
7C0002BCC9C549B...

Human Resources Director, City of Redmond
Redmond, Washington

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