

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF REDMOND

S-00321074

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.
3. Responsibilities of the Agency.
 - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
 - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
 - 3.3 The Agency shall complete the Project no later than December 31, 2023
 - 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2023
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2023, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.
7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties
8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.
9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the

extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

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

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

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

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

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

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

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

15. Notices.

Notices to the Port shall be sent to:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:

City of Redmond
15670 NE 85th St
Redmond, WA 98052

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

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

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

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

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

PORT OF SEATTLE

By: Colby Wattling
Buyer III

Signature

Dated

CITY OF REDMOND

By:

Signature

Dated

EXHIBIT A

1. **Project Description:** Summarize the project(s) you plan to implement and explain how project(s) address COVID-19 economic issues in your city. Include a brief description of the project goal(s) and summary of COVID-19 economic impacts being addressed.

Project 1: Small Business Walk Program: This is a continuation of the program initiated in spring 2020 to visit 100+ small businesses in specific business corridors, neighborhoods, and business parks in different parts of the city. The purpose is to meet in person with 100+ small business owners that are operating during COVID-19 and often times within areas of the city that are being impacted by redevelopment and face potential displacement and learn about their challenges and concerns and address them when possible.

Due to COVID-19, this program has evolved over time to also include delivery of free PPE, distribution of information on tools and financing programs available at the local, State and Federal level and to offer a little fun, free social media marketing through the “Remy the Dragon” visits to businesses.

OneRedmond staff are often joined by SBDC staff to answer questions about various programs and to provide business owners and staff tailored assistance based on their specific questions. In addition, OneRedmond staff survey the businesses on how they are doing and what additional resources they need and take all responses, analyze, and compile into a report.

This is also an opportunity to share and connect to other services, navigators or businesses who can help support supplies, logistics or partner in working together in other ways.

Project 2: Local Small Business Resiliency Support Program: This purpose of this program is to assist small businesses with more in-depth advising and support through OneRedmond's network of industry experts with a special emphasis on connecting with small business owners that may experience language and other barriers to being aware of and receiving tailored help.

One-on-one advising is dependent on the needs of each business and may include COVID-19 related assistance, marketing, business management, cashflow analysis, buying and selling the business, international trade, expansion and relocation needs, accounting/tax advising and more.

In addition, to reach underrepresented businesses more effectively, OneRedmond would continue to partner with local multi-cultural organizations to collaborate on outreach and services.

Lastly, a part of the continuation of this support would be working with local partner organizations to pilot offerings to grow digital literacy which was identified by businesses and services providers as one of the largest gaps and needs facing local small legacy businesses.

Project 3: Sub-Regional Economic Development

A. Startup425

The Startup425 partnership offers a platform for regional collaboration between the eastside cities for benefit of emerging businesses and entrepreneurs to foster new economic growth and create jobs. The City of Kirkland will continue to serve as program administrator through year-end 2022. In 2022 and 2023, the focus will remain on providing programs and training to advance economic recovery and resiliency for those businesses most negatively impacted by the COVID-19 pandemic.

B. Small Business Assistance & Acceleration

Building on the regional partnership of Startup425, (re)Startup425, the Eastside Economic Development Partnership and other collaborative efforts that developed and strengthened throughout the pandemic, we

will continue to create and execute programs to provide targeted, strategic support and stability for Eastside businesses disproportionately impacted by the pandemic. Additional strategies in this category are emerging. They intend to leverage local resources through regional collaborative efforts to stabilize and strengthen women-, minority- and BIPOC owned existing businesses and small businesses. Programs are likely to include targeted, in-language and culturally appropriate outreach, communication, training, technical assistance and access to capital, workforce development and more.

Outreach strategies to ensure inclusion and service provision to underserved communities will center on the establishment of trusted partnerships and community-based referral networks. Success measures will include the engagement of community-based partners, outreach metrics, small business participation in programs, demographics of program participants, business growth metrics, access to capital and more.

** Some StartUp425 information was not available prior to the submission. The intent is that the partner cities ultimately are aligned with the commitments of what is submitted by the City of Kirkland.

All proposed work is planned to be done in intentional partnership with other regional and local services to minimize over saturation and maximize impact.

2. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

Project Category: Small Business Support				
Project Goal(s)	Timeline (Start and end dates):	Actions	Project metrics	Project outcomes/deliverables
To visit in-person with 100+ small businesses to learn how they are doing and what assistance they need.	Start Spring 2022 (May) End Fall 2022 or 2023 (November at latest)	Develop list of businesses to be visited in each area of the city and reach out	100+ businesses notified via email that OneRedmond staff will be stopping by	100+ businesses reached out to first via email
Provide 100+ packets of informational resources to each business.	Start Spring 2022 (May) End Fall 2022 nor 2023 (November at latest)	Develop materials for distribution	100+ packets distributed	100+ packets distributed

To answer any questions and connect the businesses with the answers and people they need to reach.	Start Spring 2022 (May) End Fall 2022 or 2023 (November at latest)	Conduct the business walks and take notes/administer survey	- Number of businesses met in person - Number of businesses received follow-up support	Report summarizing the success and insights from the visits.
To assist 100+ small businesses with one-on-one advising	Start Spring 2022 (May) End Fall 2022 or 2023 (November at latest)	Connect to businesses through social media, referrals, and in person communications	- 100+ businesses supported # of existing and new jobs supported # new and existing capital investment supported	Report analyzing goals, metrics and results
Partner with at least two multi-cultural community or business organizations	Start Spring 2022 (May) End Fall 2022 or 2023 (November at latest)	Connect and plan programming and support efforts with partner groups	Support 50+ businesses # of existing and new jobs supported	Report analyzing goals, metrics and results
Partner with at least two multi-cultural community organization local to Redmond to pilot a digital literacy offering.	Start late summer of 2022 End Fall 2023	Connect and plan with partners Engage businesses on format and preferences for learning and languages Seek partnership for equipment offerings Prepare for both mobile and computer offerings Introduce basics-web search, ordering, support service websites, navigating mail, security, forms etc....	Number of businesses who attend Survey feedback from participants	Report analyzing goals, metrics, and results

<p>Foundation workshop Series - StartUp425</p> <p>Strategic plan and 5-year work plan</p>	<p>Start Spring 2022 (May)</p> <p>End Fall 2022 or 2023 (November at latest)</p>	<p>Hold 100 and 200 level foundation series classes in-person</p> <p>Work with stakeholders to hold vision workshops</p> <p>Recruit business advisors and mentors</p> <p>Maintain website that provides information and resources e.g.</p> <p>What's Open Eastside interactive geospatial map of Eastside Businesses</p>	<p>Have 20+ businesses attend from each partner city annually</p> <p>Stakeholder representation from: Clients, cities, board, CBOs</p> <p>Adoption of a path and performance measure for the program for the next 3-5 years.</p> <p>Number of new businesses created</p> <p>Number of women owned and BIPOC</p> <p>Port impacts of new businesses at high-level</p>	<ul style="list-style-type: none"> • Surveys • Review against strategic plan and sub-regional goals • Report outs • Adjustments to future programing • Revised strategic plan
<p>Small business growth assistance and Accelerator-StartUp425</p>	<p>Start Spring 2022 (May)</p> <p>End Fall 2022 or 2023 (November at latest)</p>	<p>Hold 1:1 meeting with operations</p> <p>Hold accelerator program for entrepreneurs ready to grow their business to the next level</p> <p>Provide support for small business aimed at growth strategies and expansion support.</p> <p>Align and support other sub-regional and local translations and business liaison services.</p>	<p>Support at least 100 business annually for small business growth and expansions aid.</p> <p>10+ business through accelerator annually</p> <p>Number of languages offered</p> <p>Number of interconnections and partnerships networked</p>	<ul style="list-style-type: none"> • Surveys • Report outs • Adjustments to future programing

		Other services and actions that evolve from on-going program expansion.	Number of persons served total	
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3. **Connection to Port of Seattle interests:** Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

*Port business interests tie closely to the health of aviation, maritime/ logistics, manufacturing, and construction/ trades clusters. Tourism is another important industry to the Port of Seattle.

- A. Continuation of Displaced Business Walk Program: This program is tied to economic recovery from COVID- 19 and supporting local businesses that may utilize the Port of Seattle for product shipment. Information about the Port of Seattle can be included in Resource Package distributed to businesses. Some of the walks are in manufacturing and construction-industry zoned industrial districts that utilize the Port of Seattle for supply and product delivery and shipment.
- B. In language assistance and translations: Deep drive support for hard-to-reach due to language and cultural barriers but important existing businesses in Redmond that utilize Port of Seattle networks helps to continue to improve relations in community and help with resiliency and success of each business.
- C. Business Retention and Marketing Assistance: This program seeks to promote, grow and retain businesses on the eastside, thus positively contributing to the local, state and national economy through imports, exports and travel. Additionally, this work aids in the region being viewed as a place that nurtures businesses and is a place to come grow, therefore encourage additional regional and state growth and port impacts.
- D. StartUp425: The work of Startup 425 benefits the Port of Seattle and aligns with its business interests. This entity will recruit new ICT companies to the region while creating and growing companies locally. Specific benefits to the Port are as follows:
 - Support and education of women and minority-owned business enterprises
 - Offer training and business opportunities for local business in trade, travel, and logistics, etc.
 - Increase exports from King County
 - Establish and maintain the Puget Sound as a technology hub
 - Increase business travel at SeaTac
 - Nurture small businesses that could become qualified vendors for the Port's construction and goods and services programs.

4. **Project Budget:** Identify each project budget category, total funds (including the monetary value of in-kind resources), Port of Seattle funds and City monetary and in-kind matching funds. Include the total funds from each column in the second to last row. Include the percentage contributions to the Port of Seattle's contribution in the last row. This table is used in the agreement between the Port of Seattle and each city.

Project:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
Business Walk Program – 2 years	Business Retention	\$40,000 for 2-year total	\$20,000		\$60,000
Small Business Resiliency Support and Digital Literacy Pilot	Business Assistance	\$40,000 for two-year total	\$40,000		\$80,000
StartUp425	Workforce Development	\$40,000			\$40,000
Total Funds:		\$120,000	\$60,000		\$180,000
Percentage contribution to Port Funds*:			50%		

*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds awarded. In-kind resources can only be used for up to 25 percent of the grant award amount. See program guidelines for more details.

5. **Collaboration with partners:** Please identify any community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s)?

Programs will be executed through OneRedmond in partnership with a number of community organizations including the Eastside Cities of Redmond, Kirkland, Bellevue, Issaquah, and Renton; the Small Business Development Center (SBDC); SCORE; Eastside for All; BigHugs, and many more.

StartUp425 will be administered through Kirkland in partnership with Issaquah, Bellevue, Renton and Bothell.

6. **Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

The City of Redmond will be partnering with OneRedmond for the administering the projects 1-2 in support of Redmond small businesses.