

City of Redmond



Agenda

Tuesday, January 7, 2025

4:30 PM

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

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Osman Salahuddin

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

1. Authorize the Acceptance of a \$100,000 Grant from the [CM 25-002](#) Washington Department of Commerce for Activities Related to Promoting Tourism in Advance of the 2026 FIFA World Cup

[Attachment A: Grant Contract](#)

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, January 21st

2. 2024 Q4 Capital Investment Program (CIP) Status Update and [CM 25-587](#) a Look Ahead to 2025

[Attachment A: Projects List - Council Handout](#)

[Attachment B: CIP Quarter 4 Projects Updates](#)

Department: Public Works, 5 minutes

Requested Action: Study Session, January 14th

3. For-Hire Transportation Redmond Municipal Code [CM 25-573](#) Amendment and Interlocal Agreement Update

[Attachment A: Ordinance Amending RMC 5.16.010](#)

[Attachment B: King County and Redmond For-Hire ILA 2024](#)

Department: Police, 5 minutes

Requested Action: Consent, January 21st

4. King County Cost Reimbursement Agreement for Monitoring [CM 25-570](#) and Verifying Registered Sex Offenders

[Attachment A: Agreement](#)

Department: Police, 5 minutes

Requested Action: Consent, January 21st

ADJOURNMENT

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



Memorandum

Date: 1/7/2025

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

File No. CM 25-002

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

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

Planning and Community Development	Jackie Lalor	Tourism Program Administrator
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Seraphie Allen	Deputy Director

TITLE:

Authorize the Acceptance of a \$100,000 Grant from the Washington Department of Commerce for Activities Related to Promoting Tourism in Advance of the 2026 FIFA World Cup

OVERVIEW STATEMENT:

In support of the Council approved World Cup budget offer and work plan, staff applied and received a \$100,000 grant from the Washington Department of Commerce for activities related to promoting tourism in advance of the 2026 FIFA World Cup. The scope of work and deliverables support items already planned for World Cup activations including, staffing costs, marketing and public relation efforts, and district development event activations.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2024 Economic Development Strategic Plan:
- Action 6C.5 Leverage large regional events, such as the World Cup to attract visitors to Redmond for economic impact.
- Action 6B.1. Foster development and branding of unique destinations that celebrate heritage, culture, and diversity, and help to retain current residents and draw new residents, visitors, and investment.
- Action 3G.2. Support Redmond’s Tourism Program and the Tourism Strategic Plan to align the City’s tourism efforts for economic impact.

- Action 3G.1. Continue efforts to develop and offer diverse and inclusive arts, recreational, and cultural programming that draws visitors to Redmond.

2024 Tourism Strategic Plan:

- Promote and utilize the light rail stations to increase compression traffic from large events in other parts of the region such as Seattle.
- Position and promote Redmond as a recreation destination within the region.
- Engage with the Seattle Sports Commission to bid on future events and leverage their network to extend Redmond’s reach and visibility as a host destination and accommodation supplier for local and regional activities.
- Encourage district development, placemaking, and branding initiatives to enhance tourism assets, with a particular focus on districts accessible via light rail.
- **Required:**
Grant acceptance requires Council approval.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Create an unforgettable experience for visitors, athletes, and residents by showcasing Redmond’s connectivity to the region, celebrating our diverse culture, and fostering an atmosphere of excitement and hospitality. Through strategic partnerships and innovative initiatives, Redmond will be positioned as a premier hub for World Cup fan stays, celebrations, and viewings throughout the 2026 event and result in:

- Positive Branding and Promotion of Redmond
- Attraction of Visitation and Spending for Economic Impact
- Legacy Coalition Building for District Development and Branding
- Lasting Community Pride and Connection
- A Safe and Enjoyable Experience for the Redmond Community

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:

This grant is for \$100,000. No additional or new costs to the City will be incurred. Staff working on this program are funded through the adopted budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

0000304

Budget Priority:

Vibrant and Connected

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

If yes, explain:

The grant does not require matching funds and scope of work is already part of work plan.

Funding source(s):

State of Washington Department of Commerce Grant - ARPA funded

Budget/Funding Constraints:

Grant must be expended by June 30, 2025

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
1/21/2025	Business Meeting	Approve

Time Constraints:

Due to ARPA funding constraints, funds must be spent by June 30, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

There will be less funding to support World Cup activities.

ATTACHMENTS:

Attachment A: Grant Contract



Federal General Grant with

City of Redmond

through

The Office of Economic Development & Competitiveness

**Grant Number:
25-73330-003**

For

To provide funding that will support the enhancement of visitor experiences around the FIFA World Cup 2026.

Dated: Upon Final Signature

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Face Sheet

Research & Development: Yes No

Grant Number: 25-73330-003

**Office of Economic Development & Competitiveness
Tourism Marketing DMO Grant Program**

Subrecipient
 Contractor

1. Grantee City of Redmond PO Box 97010, MS 4SPL Redmond, WA 98073-9710		2. Grantee Doing Business As (as applicable) Experience Redmond PO Box 97010, MS 4SPL Redmond, WA 98073-9710	
3. Grantee Representative Jackie Lalor Tourism & Economic Development Administrator 425-556-2209 jlalor@redmond.gov		4. COMMERCE Representative Robb Zerr Managing Director - Small Business Training & Education 425-280-3792 Robb.Zerr@commerce.wa.gov	
5. Grant Amount \$100,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Upon Final Signature
8. End Date 06/30/2025			
9. Federal Funds (as applicable) \$100,000.00		Federal Agency: US Dept. of Treasury	
		ALN 21.027	
		Indirect Rate 15%	
10. Tax ID # 91-6001492	11. SWV # SWV0003729	12. UBI # 176-000-016	13. UEI # XK1UCKFKU3N9
14. Grant Purpose To provide funding that will support the enhancement of visitor experiences around the FIFA World Cup 2026.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget			
FOR GRANTEE _____ Seraphie Allen, Deputy Director _____ Signature _____ Date		FOR COMMERCE _____ Keith Swenson, Deputy Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: March 2021
Federal Award Identification Number (FAIN): SLFRP0002
Federal Awarding Agency: U.S. Department of Treasury
Total amount of federal funds obligated to this Subrecipient for this program: \$100,000.00
Total amount of federal funds obligated to this Subrecipient for all programs: \$100,000.00
Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by Grant No. **SLFRP0002** awarded by U.S. Department of Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Treasury. Grant funds are administered by the Office of Economic Development & Competitiveness, Washington State Department of Commerce.”

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$100,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the Attachment A, Scope of Work and Attachment B, Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$100,000.00, which amount is included in the Grant total above.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **25-73330-002**. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of \$50.00

or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable

insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees

pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State

Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. AUDIT

If the Grantee expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501, for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, Grantee shall submit all audit documentation to the [Federal Audit Clearinghouse](#).
- B. If for-profit, Grantee shall submit all audit documentation to COMMERCE.

If the Grantee expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. 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 federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. **COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 15% of Modified Total Direct Costs (MTDC) may be used.

20. INDUSTRIAL INSURANCE COVERAGE

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter,

amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

24. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

25. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs

are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.
 - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v.** Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii.** Procurement records and files for purchases shall include all of the following:
 - 1)** Grantee selection or rejection.

2) The basis for the cost or price.

3) Justification for lack of competitive bids if offers are not obtained.

viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28. **PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. **RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. **RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement

or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Seattle was selected to host six matches from the FIFA World Cup 26, including USA's second group fixture and two knockout games. These matches take place from June 15-July 6. Hosting the event is anticipated to leverage more than \$100 million in economic activity. 750,000 visitors will be in the Seattle region to soak up the event atmosphere with the over 4 billion global viewers who watch the World Cup. With a new transformational transportation system, Redmond is readying itself to leverage this opportunity to welcome the World and highlight the City through visitation and global broadcast.

Redmond will create an unforgettable experience for visitors, athletes, and residents by showcasing Redmond's connectivity to the region, celebrating our diverse culture, and fostering an atmosphere of excitement and hospitality. Through proactive preparing of strategic partnerships and innovative initiatives, Redmond will become a premier hub where World Cup fan can stay, celebrations, and view games. We will do this by:

- Branding and Promoting Redmond as a destination
- Attracting Visitation and Spending for Economic Impact
- Creating Legacy Coalitions for District Development and Branding
- Fostering Community Pride and Connection
- Ensuring a Safe and Enjoyable Experience for the Redmond Community

SOW Goals and Deliverables

Goal 1: Build Administrative Capacity

- a) Hire staff to plan 2026 World Cup activations. Staff expected to start by March 1, 2025
- b) Staff will be convening internal stakeholders and external community to develop partnerships and programing for World Cup activations.
- c) Participate in Seattle Sports Commission

Cost: \$53,500

Goal 2: Redmond Tourism Marketing and Promotion

- a) Build capacity of marketing and promotion to leverage World Cup
- b) Develop World Cup specific promotions such as Soccer Stories that profile businesses and community members love of Soccer.
- c) Hire PR agency to build partnerships with global sport travel influencers and bloggers

Cost: \$20,000

Goal 3: Event Organization and Management

- a) Host pre-World Cup events and activities to build excitement by creating activations for the light rail opening and Club World Cup.
- b) Ensure proactive feasibility and logistical needs assessment to activate Redmond through a variety of events

Cost: \$26,500

Progress reports

Progress reports will be submitted monthly with invoices

Final Report due dates: July 7, 2025

Attachment B: Budget

Total Award: \$100,000.00

This is a reimbursement contract based on expenses incurred to achieve project deliverables. The budget shall consist of the following elements and related expenses are considered authorized by Commerce through the execution of this contract. Reimbursement to the Contractor will be for actual expenditures that are incurred during the contract period, which begins when this contract is executed and ends June 30, 2025. Source documentation and receipts are required with invoicing back up to verify actual expenses.

Expense	March	April	May	June	July	Total
Seattle Sports Commission Membership	13,500					13,500
Salaries		10,000	10,000	10,000	10,000	40,000
PR Consultant and Marketing Consultant	4,000	4,000	4,000	4,000	4,000	20,000
Pre-World Cup Events			10,000	16,500		26,500
						100,000

Special Budget Provisions:

- A.** The total amount of transfers of funds between line item budget categories shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.
- B.** A sum of ten (10) percent of funds shall be withheld until activities and final products defined in Attachment "A" have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.



Memorandum

Date: 1/7/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-587
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

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

Public Works	Vangie Garcia	Deputy Director
Public Works	Steve Gibbs	Capital Division Manager
Public Works	Tess Wilkinson	Capital Program Planner

TITLE:
2024 Q4 Capital Investment Program (CIP) Status Update and a Look Ahead to 2025

OVERVIEW STATEMENT:

Public Works will provide fourth quarter updates on active CIP projects and share an overview of what is to come in 2025.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

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

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
CIP
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
None

OUTCOMES:

Quarterly updates are provided to showcase progress on active CIP projects to allow Council to ask questions and

provide feedback.

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:
CIP

Budget Priority:
N/A

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

Funding source(s):
CIP

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
4/2/2024	Committee of the Whole - Planning and Public Works	Receive Information

7/2/2024	Committee of the Whole - Planning and Public Works	Receive Information
10/1/2024	Committee of the Whole - Planning and Public Works	Receive Information

Proposed Upcoming Contact(s)

N/A	None proposed at this time	N/A
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Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

None

ATTACHMENTS:

Attachment A - Project List - Council Handout

2024 2025 Capital Improvements Project List

Completed Projects	Council Acceptance	
Intersection Improvement Project - Redmond Way and East Lake Sammamish Parkway	Approved	Feb-24
Lift Station 13 Replacement and 70th Street Force Main	Approved	Feb-24
Three Rapid Rectangular Flashing Beacon Crosswalks	Approved	Feb-24
Pressure Reducing Valve & Meter Replacement Phase 2	Approved	Apr-24
40th Street Shared Use Path (156th Avenue NE to 163rd Avenue NE)	Approved	Apr-24
Lift Station 5 Upgrades, Lift Station 6, Lift Station 8 Upgrades	Approved	Jul-24
Lift Station 12 Replacement	Approved	Jul-24
Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)	Expected	Q1 2025
152nd Avenue NE Improvements (24th Street to 28th Street)	Expected	Q1 2025
Redmond Senior and Community Center Rebuild	Expected	2025
MOC Master Plan	Master plan presented Aug-24	
Active Projects - Construction	Contract Award	Targeted Completion
Electric Vehicle Charging Stations	Jul-23	Dec-24
Hardscape Project - Grass Lawn Park Parking Lot Repairs	Sep-24	Dec-24
10,000 Block of Avondale Rd. Erosion	May-24	Dec-24
Control System and Telemetry Upgrades Phase 2 and Phase 3	Jun-22	Feb-25
Sidewalk Repair Project - 40th Street (156th Avenue to Bel-Red Road)	Nov-24	May-25
Pavement Management - West Lake Sammamish Parkway (North of Marymoor to Leary Way)	Oct-24	Dec-25
Redmond Central Connector Phase 3	Sep-24	Dec-25
Active Projects - Design	Design Start	Targeted Bid
NE 70th Street Shared Use Path (Redmond Way to 180th Avenue NE)	Sep-22	TBD
Overlake Station Vault - Stormwater Hatch	Aug-24	Nov-24
Fire Station 17 Siding Replacement	May-24	Nov-24
Hardscape Project - Meadow Park Sport Court Replacement	Apr-24	Mar-25
Hardscape Project - Reservoir Park Sport Court Replacement	Apr-24	Mar-25
Lift Station Equipment Upgrades Phs 2	Mar-24	Oct-24
Pavement Management - NE 24th Street (West Lake Sammamish Parkway to 172nd Avenue NE)	May-23	Jan-25
Reservoir Park Water Tank	Dec-23	Mar-25
Sidewalk Repair Projects - 166th Ave NE (80th to 85th St) and Avondale Way (170th Ave to UHR)	Apr-24	Jan-25
Evans Creek Relocation	Apr-19	Mar-25
Turf Replacement Grass Lawn Park Softball Field 1	Jul-24	Feb-25
Turf Replacement Hartman Park Baseball Infield	Jul-24	Feb-25
Bel-Red Buffered Bike Lanes (30th St. to WLSP)	Aug-24	May-25
Pavement Management - Avondale Road (NE 90th Street to Novelty Hill Road)	Oct-24	Mar-26
Stormwater Infrastructure Replacement Improvement Project #2 - Sunrise Vue	Oct-24	Dec-25
Monticello Pond Deep Sediment Removal	Nov-24	Jul-25
Pavement Mgmt - 154th Ave NE (Redmond Way to 85th St.)	Nov-24	Mar-26
156th Ave NE Shared Use Path (4300 block to 51st St.)	Dec-24	Mar-27
Projects Starting	Design Start	Targeted Bid
Willows Rd. Watermain Extension	Feb-25	Dec-25
MOC Campus Redevelopment	Mar-25	Q3 2025
Pedestrian and Bicycle Access - NE 40th Street Shared Use Path (163rd Ave NE to 172nd)**	Feb-25	Jan-26
Corrugated Metal Pipe Replacement Phs 1**	Mar-25	Feb-26
Pedestrian & Bicycle Safety Projects (164 Ave NE; East Lk Samm Pkwy; NE 104 St)**	Mar-25	Feb-26
Connection to King County Wastewater System - Avondale Rd.**	Mar-25	Aug-26
Idylwood Park Parking Lot Expansion and Frontage Improvements**	Jul-25	Mar-26
AC Watermain Replacement - Viewpoint North**	Jul-25	Mar-27
EV Charging Phs 2**	Sep-25	Apr-26
Wastewater Pipe Rehab Project 2**	Nov-25	Sep-26
Programatic & Small Works Projects*		
MOC Fuel Tank Removal	Complete	Mar-24
Bridge Deck Overlay - NE 90th Street	Complete	Jul-24
Facilities ADA Improvements		
ADA Improvements - Transportation Curb and Ramps		
Parks ADA Improvements - Parking Lots and Pathways		
PPE Management - Storage and Extractors		
Sustainability Building Automation**		
Public Safety Building - Mechanical and Electrical		
Sustainability LED Lighting Building Retrofit		

*Programatic or small works projects take place at various locations. Schedules for these types of projects are often accelerated or do not follow a typical project schedule.

**Newly added project since last update.



CIP Quarterly Projects Update

Public Works

4th Quarter, 2024



Redmond
WASHINGTON

Capital Division Portfolio Reporting

2023-2024 CIP

CIP Projects	2024 Q3	2024 Q4
Active	31	35

Completion	2023	2024
Targeted for Completion	17	8
Total Complete	13	6
Percent complete	76%	75%





Project & Program Reporting



Scope, Schedule & Budget Indicators

	Green ●	Yellow ●	Red ●
Scope	Scope OK	Some scope issues	Major scope issues
Schedule	On or ahead of schedule	1-3 months behind	Over 3 months behind
Budget	On or under budget (without contingency)	Within budget + contingency	Over budget + contingency

Funding (Budget)

Funding number is budget as approved by Council; most recent number shown.



Program Report - General Government (Facilities)

Active projects managed by the Construction Division

Program Manager: Quinn Kuhnhausen

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
MOC Fueling - Underground Tank Removals	Complete	March 2024	●	\$1,326,057	Project complete and under budget.
MOC Master Plan	Complete	July 2024	●	\$1,169,416	Master planning is complete.
Electric Vehicle Charging Stations	Construction	December 2024	●	\$734,334	
PPE Management - Storage and Extractors	Construction	April 2025	●	\$505,000	
Fire Station 17 Siding Replacement	Design	September 2025	●	\$1,119,620	Project will advertise for bids in January.
Sustainability LED Lighting Building Retrofit	Pre-Design	December 2025	●	\$741,187	
Sustainability Building Automation (Energy Management System)	Pre-Design	July 2026	●	\$506,408	
Public Safety Building Phase 2 (Mechanical and Electrical)	Pre-Design	July 2026	●	\$3,075,096	
Facilities ADA Improvements	Pre-Design	November 2026	●	\$300,000	
MOC Campus Redevelopment	Pre-Design	2030	●	\$225,000,000	Currently seeking approval for Progressive Design Build delivery method.



Program Report - Parks

Active projects managed by the Construction Division

Program Manager: Dave Tucheck

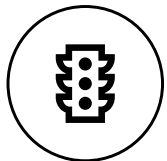
Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Redmond Senior & Community Center	Complete	April 2024	●	\$61,500,000	
Grass Lawn Parking Lot Repairs	Complete	December 2024	●	\$1,131,465	
Redmond Central Connector Phs 3	Construction	December 2025	●	\$7,599,000	Council awarded construction contract in September
Reservoir Park Sports Court Replacement	Design	September 2025	●	\$1,181,682	
Meadow Park Sports Court Replacement	Design	September 2025	●	\$593,910	
Turf Replacement, Grass Lawn Park Softball Field 1	Design	October 2025	●	\$1,851,216	Project will advertise for bids in January.
Turf Replacement, Hartman Park Baseball Infield	Design	October 2025	●	\$599,245	Project will advertise for bids in January.

Program Report - Traffic Operations

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Paul Cho

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
NE 90 th St. Bridge Deck Overlay	Complete	August 2024	●	\$742,038	Project managed by Traffic Operations.
Pavement Management -West Lake Samm Pkwy (Marymoor - Leary Way)	Construction	June 2025	●	\$3,267,693	Active construction will begin in May
Pavement Management - NE 24 th St. (WLSP - 172 nd Ave.)	Design	August 2026	●	\$14,443,553	Project involves extensive underground utility work.
Pavement Management - 154 th Ave NE (Redmond Way - 85 th St.)	Pre-Design	October 2026	●	\$1,688,026	
Pavement Management - Avondale Rd. (90 th St. - Novelty Hill Rd.)	Pre-Design	September 2027	●	\$11,366,766	Project includes replacement of AC watermain.



Program Report - Transportation Planning

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Micah Ross

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Cycle Track - 156th Ave. (NE 28th St. - 31st St. and 36th St to 40th St.)	Complete	June 2024	●	\$7,695,059	
152nd Avenue NE Improvements (24th St. to 28th St.)	Construction	October 2024	●	\$14,719,625	
Sidewalk Repairs - NE 40 th St. (156 th - Bel-Red Rd.)	Construction	May 2025	●	\$2,066,361	
NE 70th Street Shared Use Path (Redmond Way to 180th Avenue NE)	Design	To Be Determined	●	\$5,239,136	
Sidewalk Repairs - 166th Ave (80th - 85th), Avondale Way (170th Ave. - Union Hill Rd),	Design	August 2025	●	\$2,705,371	166 th sidewalk will be constructed by the city's Concrete Crew.
Bel-Red Buffered Bike Lanes	Pre-Design	November 2025	●	\$4,132,269	
40 th Shared Use Path (NE 90 th St. - Novelty Hill Rd.)	Pre-Design	March 2027	●	\$7,106,922	
156th Ave NE Shared Use Path (4300 block to 51st St.)	Initiated	December 2027	●	\$4,970,518	Design work will start in February.

Program Report - Utilities

Active projects managed by the Construction Division unless otherwise noted

Program Manager: Doug De Vries

Project Name	Phase	Targeted Completion	Project Standing	Budget	Information
Control System and Telemetry Upgrades Phase 2 and Phase 3	Construction	February 2025	●	\$5,205,057	
10,000 Block of Avondale Rd. Erosion	Construction	December 2024	●	\$4,091,986	Joint project with Transportation.
Reservoir Park Water Tank Repairs	Design	September 2025	●	\$735,000	
Evans Creek Relocation	Design	October 2026	●	\$19,003,074	Construction start delayed one year to complete permitting requirements and finish land acquisition.
Lift Station Equipment Upgrades Phs 2	Pre-Design	February 2028	●	\$3,526,685	
Novelty Hill Advanced Metering Infrastructure	Pre-Design	October 2026	●	\$1,712,649	Project will be managed by Utilities staff
Stormwater Infrastructure Replacement Improvement Project #2 - Sunrise Vue	Initiated	October 2026	●	\$331,834	
Monticello Pond Deep Sediment Removal	Initiation	March 2026	●	225,736	
Willows Rd. Watermain Extension	Initiation	January 2027	●	\$2,936,825	





Capital Division Summary



Summary of Construction Division Projected Milestones

	2025 Q1
Pre-Design Start	<ul style="list-style-type: none"> - Corrugated Metal Pipe Replacement Phs 1 - Pedestrian & Bicycle Safety Projects (164 Ave NE; East Lk Samm Pkwy; NE 104 St) - Stormwater Infrastructure Replacement Improvement Project #2 - Sunrise Vue - Connection to King County Wastewater System - Avondale Rd. - 156th Ave NE Shared Use Path (4300 block to 51st St.)
Design Start	<ul style="list-style-type: none"> - Sustainability LED Lighting Building Retrofit
Advertise	<ul style="list-style-type: none"> - Fire Station 17 Siding Replacement - Sustainability LED Lighting Building Retrofit - Turf Replacement Grass Lawn Park Softball Field 1 - Turf Replacement Hartman Park Baseball Infield - Evans Creek Relocation - Hardscape Project - Meadow Park Sport Court Replacement - Hardscape Project - Reservoir Park Sport Court Replacement - Lift Station Equipment Upgrades Phs 2 - Reservoir Park Water Tank - Sidewalk Repair Projects - 166th Ave NE (80th to 85th St) and Avondale Way (170th Ave to UHR)
Award	<ul style="list-style-type: none"> - Overlake Station Vault - Stormwater Hatch - Fire Station 17 Siding Replacement - Sustainability LED Lighting Building Retrofit - Turf Replacement Grass Lawn Park Softball Field 1 - Turf Replacement Hartman Park Baseball Infield

Summary of Construction Division Projected Milestones

	2024 Q4
Substantial Completion	<ul style="list-style-type: none">- 10,000 Block of Avondale Rd. Erosion- Control System and Telemetry Upgrades Phase 2 and Phase 3- Electric Vehicle Charging Stations Phase 1
Acceptance	<ul style="list-style-type: none">- Control System and Telemetry Upgrades Phase 2 and Phase 3- 152nd Avenue NE Improvements (24th Street to 28th Street)- Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)- Electric Vehicle Charging Stations (phase 1)



Thank You

Questions?



Redmond
WASHINGTON



Memorandum

Date: 1/7/2025
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 25-573
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	David Puente	Captain
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TITLE:

For-Hire Transportation Redmond Municipal Code Amendment and Interlocal Agreement Update

OVERVIEW STATEMENT:

The City of Redmond has an interlocal agreement with King County wherein the county handles licensing and enforcement of the for-hire transportation industry. The King County Code addressing for-hire transportation was amended in October 2024, and Chapter 6.64 was split into two chapters; 6.64 and 6.65. Redmond Municipal Code 5.16.010 adopts the King County Code by reference and must be amended to reflect the new code numbers.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The State of Washington preempts the field of regulating transportation network companies and drivers under RCW46.72B.180. The only exception is for cities with a population over 600,000 and counties with population over 2,000,000. King County falls under that exemption, so the City grants the county regulation and enforcement authority.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The renewed ILA agreement will allow King County to continue providing for-hire transportation regulation and enforcement, which it has for many years. The adoption of the ordinance will bring the RMC into alignment with the changes in the County Code.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

There is no cost to the City.

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):

The County's services are funded through its own licensing fees.

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
1/21/2025	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If the ordinance is not adopted to amend the RMC, and the ILA is not renewed to reflect the new language, the County will be unable to regulate and enforce for-hire vehicles and drivers in the City of Redmond.

ATTACHMENTS:

Attachment A: Ordinance to Amend RMC Section 5.16.010

Attachment B: King County and Redmond For-Hire ILA

NON-CODE

CITY OF REDMOND

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON AMENDING RMC SECTION 5.16, TO REFLECT CHANGES IN THE KING COUNTY CODE ADOPTED BY REFERENCE.

WHEREAS, the King County Code was amended in October 2024, splitting Code Chapter 6.64 into two chapters, 6.64 and 6.65; and

WHEREAS, Redmond Municipal Code 5.16.010 adopts the King County Code by reference and must be amended to reflect the new code numbers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amendment of Subsection. RMC 5.16.010, King County Regulations Adopted by Reference, is hereby amended to read as follows:

5.16.060 King County regulations adopted by reference.

Chapter 6.64 of the King County Code entitled "FOR-HIRE TRANSPORTATION- ~~Taxicabs, For Hire Vehicles, and For Hire Drivers~~ and TRANSPORTATION NETWORK COMPANIES, VEHICLES AND DRIVERS" and Chapter 6.65 of the King County Code entitled "FOR-HIRE TRANSPORTATION - REGIONAL FOR-HIRE DRIVERS, REGIONAL DISPATCH

AGENCIES, TAXICABS, AND FOR-HIRE DRIVERS, including all future amendments, is adopted by reference as if set forth in full herein; provided, that any references to unincorporated King County in Section 6.64.010, as well as any other sections pertaining to the application of the ordinance codified in this chapter, shall be changed to refer to the City of Redmond.

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 five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 3rd day of December 2024.

CITY OF REDMOND:

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM

Daniel Kenny, CITY ATTORNEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.: _____

INTERLOCAL AGREEMENT BETWEEN
King County and City of Redmond
for For-Hire Transportation Regulatory Services

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and City of Redmond, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington and collectively referred to as "Parties."

WHEREAS, the County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

WHEREAS, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

WHEREAS, the Agency desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

WHEREAS, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services;

WHEREAS, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change;

NOW THEREFORE, the County and Agency hereby agree:

Section 1. Term of Agreement

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement may be immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

Section 2. Agency Responsibilities

The Agency shall:

- a. Promptly enact an ordinance that adopts by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter “the Agency Ordinances”).
- b. Promptly enact an ordinance that adopts by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter “the Agency Ordinances”).
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the King County Records and Licensing Services Division Director, hereinafter referred to as "Division Director," of the Agency’s intention otherwise.
- d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Division Director of the Agency’s intention otherwise.
- e. Delegate to the County the following:
 - i. The power to enforce the terms of the Agency Ordinances, including the power to issue, deny, restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver’s licenses, for-hire driver’s permits, regional for-hire driver’s licenses and enhanced regional for-hire driver’s licenses, company licenses, and agency licenses issued thereunder; and
 - ii. Conduct administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County’s successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency.

Nothing in this Agreement is intended to divest the Agency of authority to issue notices of violation and court citations for violations of Agency ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the Agency.

Section 3. County Responsibilities

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling ordinances and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Ordinances pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate

for-hire transportation services;

- b. The provision of such service, the standards of performance, the discipline of County employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;
- c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.
- d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

Section 4. Compensation and Method of Payment

- a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.
- b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Division Director for violation of the Agency Ordinances regulating for-hire transportation services shall become the property of the County.

Section 5. Mutual Covenants

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. All County persons rendering services hereunder shall be for all purposes employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and
- b. The County contact person for the Agency regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Division Director or the successor division's director.

Section 6. Dispute Resolution

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Division Director shall be final and conclusive in all respects.

Section 7. Indemnification and Hold Harmless.

- a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the County, its officers, agents, and employees, or any of them and

in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying part and its actors.
- d. Liability Related to Agency Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Ordinances, policy, rule or regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

Section 9. Administration

This Agreement shall be administered by the Division Director or the Division Director’s designee, and the Mayor or the Mayor’s designee.

Section 10. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties.

Section 11. Records

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, chapter 40.14 RCW.

Section 12. Complete Expression of Agreement

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 13. Survivability

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

SIGNATURES ON NEXT PAGE

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KING COUNTY

AGENCY OF CITY OF REDMOND

King County Executive

Angela Birney, Mayor

Date

Date

Attest:

Cheryl D Xanthos, Date
City Clerk

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney Date

Daniel Kenny, Date
City Attorney



Memorandum

Date: 1/7/2025

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

File No. CM 25-570

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	David Puente	Captain
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TITLE:

King County Cost Reimbursement Agreement for Monitoring and Verifying Registered Sex Offenders

OVERVIEW STATEMENT:

This renewal agreement provides for the reimbursement of the Redmond Police Department overtime expenses by the King County Sherriff's Office for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program provides face-to-face verification of a registered sex and kidnapping offender's address at the place of residency as mandated by State law.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The State of Washington mandates a face-to-face verification of a registered sex and kidnapping offender's address at the place of residency by RCW 9A.44.130.
- **Council Request:**
N/A
- **Other Key Facts:**
The King County Sheriff's Office (KCSO) has received a grant from the Washington Association of Sheriff and Police Chiefs and is working in partnership with cities to meet the state requirement for face-to-face verification of registered sex and kidnapping offenders at their place of residency.

OUTCOMES:

The Cost Reimbursement Agreement will reimburse the City for expenditures up to \$4,961.00 associated in fulfilling the requirements of **RCW 9A.44.130 Registration of sex offenders and kidnapping offenders**. The goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis in King County neighborhoods.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

The City will be reimbursed up to \$4,961.00 under this agreement.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

00060 (Complex Investigation)

Budget Priority:

Safety

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

If yes, explain:

N/A

Funding source(s):

King County Sheriff's Office

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
1/21/2025	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Loss of funding from the King County Sheriff's Office to reimburse any overtime costs associated with this service.

ATTACHMENTS:

Attachment A: KCSO Cost Reimbursement Agreement for 2024-2025 registered Sex Offender Grant

Cost Reimbursement Agreement

Executed By

King County Sheriff's Office, a department of King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:

Jesse Anderson, Undersheriff
King County Sheriff's Office
W-150 King County Courthouse
516 Third Avenue
Seattle, WA 98104

and

Redmond Police Department, a department of the City of Redmond, hereinafter referred to as "Contractor,"

Department Authorized Representative:

Angela Birney, Mayor
8701 – 160 Avenue NE
Redmond, WA 98073

WHEREAS, KCSO and Contractor have mutually agreed to work together for the purpose of verifying the address and residency of registered sex and kidnapping offenders; and

WHEREAS, the goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis by Contractor in King County neighborhoods; and

WHEREAS, as part of this coordinated effort, Contractor will increase immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction, and

WHEREAS, KCSO is the recipient of a Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program grant through the Washington Association of Sheriffs and Police Chiefs for this purpose, and

WHEREAS, KCSO will oversee efforts undertaken by program participants in King County;

NOW THEREFORE, the parties hereto agree as follows:

Cost Reimbursement Agreement

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program funding to reimburse for expenditures associated with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

ARTICLE I. TERM OF AGREEMENT

The term of this Cost Reimbursement Agreement shall commence on July 1, 2024 and shall end on June 30, 2025 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II. DESCRIPTION OF SERVICES

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

ARTICLE III. REPORTING

- Two reports are required in order to receive reimbursement for grant-related expenditures.
- Both forms are included as exhibits to this agreement.
- "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact.
- "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact.
- Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

Cost Reimbursement Agreement

- The signed Exhibit report forms are to be submitted by the 5th of the month following the end of the quarter.
 - The first due date for signed reports is October 5, 2024.
 - The second due date for signed reports is January 5, 2025.
 - The third due date for signed reports is April 5, 2025.
 - The fourth due date for signed reports is July 5, 2025.
- Quarterly Exhibit reports shall be delivered to

Attn: Tina Keller, Project Manager
King County Sheriff's Office/RSO Unit
900 Oakesdale Avenue SW
Renton, WA 98057

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

ARTICLE IV. REIMBURSEMENT

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10th of the month following the end of each quarter as follows:

- The first due date for invoices is October 10, 2024.
- The second due date for invoices is January 10, 2025.
- The third due date for invoices is April 10, 2025.
- The fourth and final invoice will be due by July 31, 2025.

Please note the following terms will be adhered to for the 2024-2025 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's' time would be compensated in the absence of this agreement.

Cost Reimbursement Agreement

Each request for reimbursement will include the name, rank, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and
2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and
3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase, 2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Tina Keller, Project Manager
King County Sheriff's Office/RSO Unit
900 Oakesdale Avenue SW
Renton, WA 98057

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Four Thousand Nine Hundred Sixty-One Dollars (\$4,961.00). Expenditures exceeding the maximum amount shall be the responsibility of

Cost Reimbursement Agreement

Contractor. All requests for reimbursement must be received by KCSO by July 31, 2025 to be payable.

ARTICLE V. WITNESS STATEMENTS

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE IX. INSURANCE

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

ARTICLE X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

ARTICLE XI. AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

Cost Reimbursement Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

Redmond Police Department

**KING COUNTY SHERIFF'S
OFFICE**

Angela Birney, Mayor

Jesse Anderson, Undersheriff

Date

Date

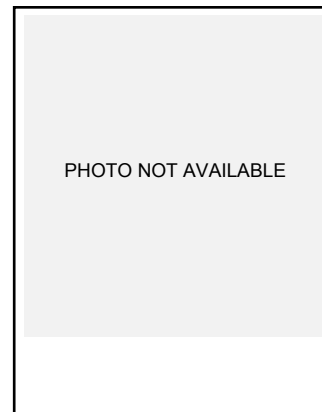
Verification Request

Agency: King County WA Sheriff's Office Administrator: King County Sheriff's Office Phone: (206)263-2120 Date: 5/15/2024
 RSO Unit

Offender Information

Name test , test test Registration # 23335518
 POB SSN
 DOB 01/01/1960 Age 64 Alt Reg #
 Sex Orient Drv. Lic./State
 Race Nat. No Selection FBI
 Height Hair State ID
 Weight Eyes Zone
 Risk/Class. Comm.

Offender Photo



Responsibility ()

Verifications:

Type	Last Date	Next Date	Comments
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Compliant

Active Officer Alert

Primary Email Address

Primary IP Address

Residence Street	(Bold - Primary Home Address)	Phone Number	(Bold - Primary Contact Numbers)	Type	Description
123 SMITH ST , SMITH, WA	(Home)			Home	

Employment/School

Name	Address	Supervisor	Phone
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Vehicle Make	Model	Color	Year	License	State	VIN	Comments
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Offense Date	RS Code/Description	Convicted	Released	Case #	Crime Details
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Probation Status	Probation Officer	Contact	County	Conditions
------------------	-------------------	---------	--------	------------

Open Cases

Date Opened	Case Number	Notes
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No Change

I _____ do hereby attest, under penalties of perjury, that any and all information

contained here is current and accurate on this _____ day of _____ 20_____.

Offender Signature: _____

Officer Signature: _____ Date: _____ Badge Number: _____

Witness Signature: _____ Date: _____

Exhibit B

REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

OFFENDER DETAILS:

OFFENDER'S NAME:	DOB:
ADDRESS:	CITY/STATE/ZIP:
OFFENDER PHONE:	ZIP CODE.:
EMPLOYER:	WORK PHONE:
OFFENDER LEVEL IF KNOWN:	FORM OF ID:

DATE & TIME OF CONTACTS: *SEE KEY BELOW FOR CODING

DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:

RESULT OF CONTACT:

MADE IN PERSON CONTACT: YES <input type="checkbox"/> NO <input type="checkbox"/>	FTR CASE NUMBER ASSIGNED IF NO CONTACT MADE:
STATEMENT TAKEN: YES <input type="checkbox"/> NO <input type="checkbox"/>	

REPORTING PARTY INFORMATION:

REPORTING PERSON:		DOB:	
MAILING ADDRESS:		CITY/ZIP:	
TELEPHONE:		ALT #	
RELATION TO OFFENDER:	NONE (UNKNOWN) <input type="checkbox"/> KNOWN <input type="checkbox"/>	RELATION:	

*CONTACT CODE KEY:

1 = OFFENDER MOVED	5 = HOUSE FOR SALE	9 = TOOK STATEMENT
2 = BAD ADDRESS	6 = ARRESTED	
3 = NOT HOME	7 = OFFENDER IN JAIL	
4 = CHANGE OF ADDRESS	8 = DEAD	

OFFICER/DETECTIVE:

AGENCY:

Date _____ Agency/Officer _____ Incident number _____

Witness Statement – Failure to Register

Suspect’s Name: _____

Suspect’s Last Registered Address: _____

Witness’ Name: _____

Witness’s Home Address: _____

Witness’ Home Phone Number _____ Cell: _____ Other: _____

How do they know the suspect (please be as detailed as possible)? _____

*If suspect rented an apartment or a room from the witness, please have them provide a copy of any documentations to this effect and any documentations the suspect moved out.

Did the witness ever see the suspect at his/her last registered address? _____

How often would they see him/her there? _____

When did the witness start seeing him/her there? _____

When did they stop? _____

Why did the suspect stop staying at the address? _____

Did the suspect keep any personal belongings there? _____

In general, when is the last time they saw the suspect ? _____

Do they know where the suspect moved to or their current whereabouts? _____

Can they provide the names and contact information of any other witnesses who would have seen the suspect staying at his/her last registered address? _____

Is the witness willing to assist in prosecution? _____

Under penalty of perjury of the laws of the State of Washington, I certify that the foregoing is true and correct.

Witness’ Signature _____ date _____

EXHIBIT D

**WASPC GRANT FILING
NON-DISCOVERABLE**

TO: KCPAO – Special Assault Unit – Seattle		DATE:	
FROM:		INCIDENT #:	
AGENCY:			
SUSPECT #1:			
DOB:	RACE:	SEX: M <input type="checkbox"/> F <input type="checkbox"/>	WGT:
SUSP #1 ADDRESS:			
CHARGE: Failure to Register as a Sex Offender		DATE OF CRIME:	
VICTIM #1: State of Washington			DOB:
VICTIM #2:			DOB:
INTERVIEWED BY: NO ONE		DPA NAME:	
TYPE OF CASE: FTR - Failure To Register			OTHER TYPE:

THIS CASE IS BEING REFERRED FOR THE FOLLOWING REASONS

FILING OF CHARGES: - Comments:

DECLINE: - Comments:

WASPC STATISTICAL REPORTING TO KCSO

Case Referral Received by KCPAO on this date:

Case filed by KCPAO: YES NO

Cause Number Assigned:

If no, please indicate why:

Other Explanation: