

# City of Redmond



## Agenda

Tuesday, November 1, 2022

4:30 PM

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

### Committee of the Whole - Planning and Public Works

#### Committee Members

*Melissa Stuart, Presiding Officer*

*Jeralee Anderson*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

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**AGENDA**

## ROLL CALL

1. Approval of Middle Housing Grant and Contracts [CM 22-671](#)  
[Attachment A - Exhibit A - Redmond Middle Housing Award Letter](#)  
[Attachment A - Exhibit B - Redmond Commerce Middle Housing Contract 23-63326-018](#)  
[Attachment B – RFP 10762-22 Consulting Services Agreement](#)  
[Attachment B – Exhibits A, B, and C – Scope, Budget and Schedule](#)  
[Attachment C - MOA Cost Sharing for Middle Housing CBO Work](#)  
*Department: Planning and Community Development, 5 minutes*  
*Requested Action: Consent, November 15th*
  
2. Periodic Comprehensive Plan Update Grant Acceptance [CM 22-672](#)  
[Attachment A: Interagency Agreement](#)  
[Attachment B: Award Letter](#)  
*Department: Planning and Community Development, 5 minutes*  
*Requested Action: Consent, November 15th*
  
3. Amendment of RMC 10.24.045 and 10.24.047 on Temporary Road Closures or Restrictions [CM 22-652](#)  
[Attachment A: Ordinance](#)  
*Department: Public Works, 5 minutes*  
*Requested Action: Consent, November 15th*
  
4. Accept a Cooperative Watershed Management Grant from King County for \$825,000 and a Flood Reduction Grant from King County Flood Control District for \$750,000 for the construction of the Evans Creek Relocation project. [CM 22-675](#)  
[Attachment A: CWM Grant Agreement](#)  
[Attachment B: Flood Reduction Grant Agreement](#)  
*Department: Public Works, 5 minutes*  
*Requested Action: Consent, November 15th*

## ADJOURNMENT



Memorandum

**Date:** 11/1/2022  
**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 22-671  
**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	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill, AICP	Long Range Planning Manager
Planning and Community Development	Ian Lefcourte, AICP	Senior Planner

**TITLE:**

Approval of Middle Housing Grant and Contracts

**OVERVIEW STATEMENT:**

Staff recommends that the Council take three actions related to a Middle Housing grant in the amount of \$120,000 from the Washington State Department of Commerce:

- I. Accept the Middle Housing Grant from the Washington State Department of Commerce and authorize the Mayor to enter into a contract with the State substantially as shown in Attachment A.
- II. Authorize the Mayor to execute a consultant contract with BDS Planning & Urban Design, in an Amount Not-to-Exceed \$120,000, substantially as shown in Attachment B.
- III. Approve a Memorandum of Agreement (MOA) between the cities of Bellevue, Redmond, Bothell, Kenmore, and Newcastle Concerning the Sharing of Costs Related to Middle Housing Community-Based Organization Engagement, substantially as shown in Attachment C.

All three of the above are required for the City to conduct the consultant work necessary to fulfill the obligations of the Washington State Department of Commerce Middle Housing grant program. The goal of this grant program is to identify potential changes to regulations, policies, and programs, to maximize middle housing production and to remediate racial discrimination.

The City of Redmond solicited proposals from qualified firms with expertise in community engagement, racial equity analysis, real estate, and affordable housing to provide professional services to support analysis of adopting moderate density housing options, including, but not limited to duplexes, triplexes, and townhomes. The contract with BDS Planning & Urban Design will fund this project through completion in summer 2023. The MOA with four other ARCH member jurisdictions will allow the cities to pool their individual grant resources for compensating community-based organizations (CBOs) to realize a higher and a more effective use of resources. The five parties' total resources for compensating CBOs is \$100,000.

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

**REQUESTED ACTION:**

- Receive Information                       Provide Direction                       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan Housing Element: provides a framework for housing goals, policies, and actions to address housing needs that advance the City’s vision.  
Housing Action Plan: Identifies actions to complete to pursue the City’s housing goals, including amending regulations to broaden housing options by promoting middle housing development.
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
Consultant assistance is required to complete this work.

**OUTCOMES:**

The outcome of the work related to this grant will be progress on fulfilling new requirements for Comprehensive Plan Housing Elements and implementing the Housing Action Plan. Specifically, the outcomes from this item include engaging with the community, creating educational outreach materials on middle housing, developing a racial equity analysis report with proposed policies, and identifying remaining opportunities for middle housing amendments. Approving the MOA will result in fulfilling grant obligations to compensate COBs for their engagement support and provide the City with robust, extensive, and equitable community engagement.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The Washington State Department of Commerce requires that all grant deliverables must be submitted to Commerce by June 15, 2023.
- **Outreach Methods and Results:**  
The City, through the support of CBOs compensated through this grant, will conduct engagement with communities historically impacted by inequitable housing policy. There will also be community-wide opportunities for input through the Planning Commission and Council review of proposed housing policy or regulatory changes.
- **Feedback Summary:**  
Any feedback provided will be summarized by staff and provided to Council.

**BUDGET IMPACT:**

**Total Cost:**

\$120,000 funded through the Washington State Department of Commerce grant. Of this, \$20,000 is reserved for compensating CBOs.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

000248

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

Washington State Department of Commerce Middle Housing Grant - \$120,000

**Budget/Funding Constraints:**

The Washington State Department of Commerce requires that all grant deliverables be submitted to Commerce by June 15, 2023.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
11/15/2022	Business Meeting	Approve

**Time Constraints:**

Council approval is required for the grant-related work to begin.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the scope of work funded through this grant will not be completed.

**ATTACHMENTS:**

Attachment A - Commerce Contract

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**Date:** 11/1/2022

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

**File No.** CM 22-671

**Type:** Committee Memo

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Exhibits A and B - Middle Housing Grant Award Letter, Commerce Interlocal Agreement  
Attachment B - Middle Housing Consulting Services Agreement, Non-Public Work  
Exhibits A, B, and C - Scope, Budget, and Schedule  
Attachment C - Memorandum of Agreement for ARCH Middle Housing Grant Collaboration  
Exhibit A - Middle Housing Community-Based Organization Engagement



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

July 18, 2022

City of Redmond  
PO Box 97010  
Redmond, WA 98073-9710

Delivered via Email to [abirney@redmond.gov](mailto:abirney@redmond.gov)

RE: Middle Housing Program Grant

Greetings:

I am pleased to inform you that the City of Redmond has been awarded \$100,000 in grant funds and \$20,000 to subcontract with community based organizations from the Middle Housing Grant Program. The 2022 Legislature created this grant program to support the adoption of middle housing types in the Puget Sound region, along with conducting a racial equity analysis and establishing antidisplacement policies. This funding will support these required components of the update to your housing element. Commerce will also have technical assistance staff that can help with various tasks.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2022, the date the funding became available. You should also have received funding to support the periodic update of your comprehensive plan and development regulations in a separate award.

Anne Fritzel, our GMS housing programs manager, or another staff member will be in touch with you to develop the contract and answer any questions you may have. Anne can be reached at [anne.fritzel@commerce.wa.gov](mailto:anne.fritzel@commerce.wa.gov) or 360-259-5216.

Sincerely,

Dave Andersen, AICP  
Managing Director  
Growth Management Services

cc: Ian Lefcourte, Senior Planner  
Angela Birney, Mayor  
Gloria Hulskamp, Capital and Grant Analyst  
Kirsten Larsen, Senior Planner  
Anne Fritzel, Housing Programs Manager, Growth Management Services



**Interagency Agreement with**

City of Redmond

through

Growth Management Services

**For**

Middle Housing Grant

**Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

Exhibit B

Contract Number: 23-63326-018

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Middle Housing Grant**

<b>1. Contractor</b> City of Redmond PO Box 97010 Redmond, WA 98033		<b>2. Regional planner</b> Matt Ojennus Senior Planner 360-292-3435 matthew.ojennus@commerce.wa.gov N/A	
<b>3. Contractor Representative</b> Ian Lefcourte Senior Planner 425-556-2438 ilefcourte@redmond.gov		<b>4. COMMERCE Representative</b> Dave Osaki Housing Policy Analyst (360) 725-3133 dave.osaki@commerce.wa.gov	
<b>5. Contract Amount</b> \$120,000		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> Date of Execution		<b>8. End Date</b> June 30, 2023	
<b>9. Federal Funds (as applicable)</b> NA		<b>Federal Agency:</b> NA	
		<b>CFDA Number</b> NA	
<b>10. Tax ID #</b> NA	<b>11. SWV #</b> 0003729-10	<b>12. UBI #</b> 176-000-016	<b>13. DUNS #</b> NA
<b>14. Contract Purpose</b> Implementation of Middle Housing grant for the purpose of funding actions needed to evaluate the adoption of middle housing types on thirty percent (30%) or more of lots that, before this work, only allowed single family development.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Angela Birney, Mayor City of Redmond  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT 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 Contract.

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

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

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed one-hundred and twenty thousand dollars (\$120,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. 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 Contract Number 23-63326-018.

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 Contractor.

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

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

The grantees must invoice for all expenses by June 17, 2023. All contracts with community based organizations must be submitted by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2022. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

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

Disallowed Costs

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

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**5. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**6. SUBCONTRACTOR DATA COLLECTION**

Contractor 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 Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, 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

**1. DEFINITIONS**

As used throughout this Contract, 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" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

This Contract 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.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

## **9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

**13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract 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 contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE. Subcontracting with multiple community based organizations is encouraged for this granting program. COMMERCE shall approve each community based organization, such approval to be provided in writing.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a

subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 contract.

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and subcontracts 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 subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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 contract 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## **21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

SOURCE: Section 189 of [Engrossed Substitute Senate Bill 5693](#), of the supplemental operating budget for fiscal year 2023 is provided solely for Commerce to administer grants to eligible cities for actions relating to adopting ordinances that would authorize middle housing types on at least 30 percent of lots currently zoned as single family residential. For the purposes of this grant program, "middle housing types" include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing, and stacked flats.

- (a) A city is eligible to receive a grant if:
  - i. The city is required to plan under RCW 36.70A.040; and
  - ii. The city is required to take action on or before June 30, 2024, to review and, if needed, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130(5)(a).
- (b) Grant recipients must use grant funding for costs to conduct at least three of the following activities:
  - i. Analyzing comprehensive plan policies and municipal code to determine the extent of amendments required to meet the goal of authorizing middle housing types on at least 30 percent of lots currently zoned as single family residential;
  - ii. Preparing informational material for the public;
  - iii. Conducting outreach, including with the assistance of community-based organizations, to inform and solicit feedback from a representative group of renters and owner-occupied households in residential neighborhoods, and from for-profit and nonprofit residential developers;
  - iv. Drafting proposed amendments to zoning ordinances for consideration by the city planning commission and city council;
  - v. Holding city planning commission public hearings;
  - vi. Publicizing and presenting the city planning commission's recommendations to the city council; and
  - vii. Holding city council public hearings on the planning commission's recommendations.
- (c) Before updating their zoning ordinances, a city must use a racial equity analysis and establish antidisplacement policies as required under RCW 36.70A.070(2)(e) through (h) to ensure there will be no net displacement of very low, low, or moderate-income households, as defined in RCW 43.63A.510, or individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- (d) Commerce will prioritize applicants who:
  - i. Aim to authorize middle housing types in the greatest proportion of zones; and
  - ii. Subcontract with multiple community-based organizations that represent different vulnerable populations in overburdened communities, as defined in RCW 70A.02.010, that have traditionally been disparately impacted by planning and zoning policies and practices, to engage in eligible activities as described in (b) of this subsection.

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

<b>Grant Objective: Conduct a racial equity analysis and establish anti-displacement policies, consistent with RCW 36.70A.070(2), with identification of policy and code changes that would to allow middle housing types on at least 30% of lots or area on lands zoned single family residential.</b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Action 1</b>	<b>Public Engagement Activities</b>	<b>October 2022</b>	<b>June 2023</b>
Step 1.1	Conduct initial review of Redmond’s existing and potential, stakeholders, community-based organizations, commissions, and other partners.	October 2022	November 2022
Step 1.2	Subcontract with community-based organizations where feasible to assist with outreach.	October 2022	December 2022
Step 1.3	Inform and solicit feedback from a representative group of for-profit and nonprofit residential developers, renters, and owner-occupied households in residential neighborhoods, to inform racial equity report and to inform recommended code and policy amendments.	November 2022	May 2023
Step 1.4	Develop middle housing informational documents, in multiple languages, which explain what missing middle is, how missing middle can benefit community members, and a high-level process summary of how a homeowner could convert a detached single-family home into an attached middle housing structure.	November 2022	May 2023
<b>Deliverable 1a</b>	<b>Public Engagement Results Report</b>	<b>October 2022</b>	<b>May 30, 2023</b>
<b>Deliverable 1b</b>	<b>Middle Housing Informational Material for the Public</b>	<b>October 2022</b>	<b>May 30, 2023</b>
<b>Action 2</b>	<b>Racial Equity Report</b>	<b>October 2022</b>	<b>April 30, 2023</b>
Step 2.1	Access support from Commerce technical assistance staff.	Date of Award of Grant	November 2022
Step 2.2	<i>Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including: zoning that may have a discriminatory effect; disinvestment; and infrastructure availability.</i>	October 2022	December 2022

Step 2.3	<i>Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations.</i>	October 2022	December 2022
Step 2.4	Evaluate displacement risk of very low-, low-, and moderate-income households.	December 2022	February 2023
Step 2.5	Evaluate displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.	December 2022	February 2023
Step 2.6	Evaluate displacement risk of locally owned businesses.	December 2022	February 2023
Step 2.7	<i>Develop policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing.</i>	October 2022	March 2023
Step 2.8	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.	October 2022	March 2023
Step 2.9	Develop anti-displacement policy documents that include a schedule of programs and actions to implement the anti-displacement strategies including a timeline.	February 2023	March 2023
<b>Deliverable 2a</b>	<b>Racial equity analysis report</b>	<b>October 2022</b>	<b>April 30, 2023</b>
<b>Deliverable 2b</b>	<b>Proposed policies to support anti-displacement measures</b>	<b>October 2022</b>	<b>April 30, 2023</b>
<b>Action 3</b>	<b>Code and policy amendment recommendations</b>	<b>January 2023</b>	<b>June 2023</b>
Step 3.1	Review and evaluate the current and proposed housing element and other policies to support middle housing.	October 2022	May 2023
Step 3.2	Review current and proposed programs, development regulations, impact fees, system development charges, site designs (density, dimensions, setbacks, parking requirements, etc.) and permitting processes as to how they might encourage or discourage the development of multiunit housing.	October 2022	May 2023

<b>Deliverable 3</b>	<b>Middle housing staff report on recommended policy and code changes needed to support middle housing in areas zoned single family residential, to include summary of racial equity analysis and anti-displacement policy findings.</b>	<b>January 2023</b>	<b>June 15, 2023</b>
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**Budget**

Grant Objective: Conduct a racial equity analysis and establish anti-displacement policies, consistent with RCW 36.70A.070(2), with identification of policy and code changes that would to allow middle housing types on at least 30% of lots or area on lands zoned single family residential.	Commerce Funds
Deliverable 1a. Public Engagement Results Report	\$30,000
Deliverable 1b. Middle Housing Informational Material for the Public	\$10,000
Deliverable 2a. Racial equity analysis report	\$25,000
Deliverable 2b. Proposed policies to support anti-displacement measures	\$15,000
Deliverable 3. Middle housing staff report on recommended policy and code changes needed to support middle housing in areas zoned single family residential, to include summary of racial equity analysis and anti-displacement policy findings.	\$20,000
Total:	\$100,000
Subcontracting with CBOs (approximately \$2,000/CBO)	\$20,000

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<b>PROJECT TITLE</b>	<b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i>
<b>CONTRACTOR</b>	<b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i>  City of Redmond
<b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i>	<b>BUDGET OR FUNDING SOURCE</b>
<b>CONTRACT COMPLETION DATE</b>	<b>MAXIMUM AMOUNT PAYABLE</b>

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**THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".**

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

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

**WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,**

**IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:**

**1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.**

**2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.**

**3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice**

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the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. **Changes in Work.** The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. **Extra Work.**

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

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6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

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**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

**The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.**

**All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.**

**10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.**

**11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.**

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12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

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**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.**

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

## Exhibit A: Scope of Work

# RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND “MIDDLE HOUSING” UPDATES

### PROJECT MANAGEMENT

BDS Planning will manage the project throughout the duration of the process, which includes the all the following.

#### *Project Kick-Off*

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with city staff, review the scope of work, identify critical issues, and establish priorities for the project’s timeline and budget. This will be particularly important to ensure that City staff is well aligned in expectations of the work. In our experience, a focused kick-off meeting among key leaders from the client organization and consulting team can set an effective tone for the whole project, align expectations, and allow us all to “begin with the end in mind.” Key elements of this kick-off meeting will be agreeing on key communities for targeted engagement, phasing of the engagement, general compensation models for community consultants.

#### *Regular Project Planning Check-in*

Ashley Fontaine will serve as Project Manager. Regular in person/virtual project management check-ins with City’s project manager and BDS Planning to review project progress, schedules, outstanding tasks, and related issues.

#### *Planning & Coordination Meetings*

BDS Planning is committed to bringing this engagement process in on time and on budget with high client satisfaction. Daily time sheets and financial record keeping make this possible and simple. A close working relationship between BDS Planning and the City of Redmond will be supported through regular phone calls, virtual and in-person meetings, and e-mail communication to keep everyone up to speed, avoid misunderstandings, and ensure efficient product delivery.

#### **Deliverables:**

- Agendas and meeting summary notes
- Monthly invoices with written progress reports

### PHASE I: RESEARCH, REVIEW, AND INFORMATION MATERIAL DEVELOPMENT

#### *1.1 Project Kick-Off*

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with city staff, review the scope of work, identify critical issues, and establish priorities for the project’s timeline and budget. This will be particularly important to ensure that City staff is well aligned in expectations of the work. In our experience, a focused kick-off meeting among key leaders from the client organization and consulting team can set an effective tone for the whole project, align expectations, and allow us all to “begin with the end in mind.” Key elements of this kick-off meeting will be agreeing on key communities for targeted engagement, phasing of the engagement, general compensation models for community consultants.

### *1.2 Research & Review of Community Needs*

Our team recognizes that each place has its own unique housing characteristics and community needs. As we get started working with Redmond, we will take time to understand the local housing context and factors influencing supply of missing middle housing. We will start with material review of the City’s recent work on housing policies, including the Tenant Protection Ordinance, Community Strategic Plan Actions related to housing, the draft Housing Action Plan, the Housing Needs Assessment, existing Comprehensive Plan Policies, and other relevant materials as needed. We will also conduct interviews with key staff to understand: (1) any challenges not reflected in the existing planning documents (2) details of existing products and (3) other nuances of the housing economy in Redmond. To understand factors influencing missing middle housing supply and critical population dynamics, we will research and review existing materials to seek responses to questions such as:

- What is the distribution of housing types in Redmond? What type of housing has been built most frequently? Which types of housing are missing?
- Who are the major housing developers in the community? Do they always build the same types of housing?
- Are smaller developers able to develop in the City? Are there barriers, such as permitting costs or timelines, that make small-scale development more difficult?
- Have any “missing middle” housing typologies, been successfully built in Redmond?
- How long does it take to permit different housing types, such as single-family homes, duplexes, townhouses, cottage housing, etc.?
- Does the City have zoning programs aimed at promoting any medium-density housing types?
- Are there zoning regulations or comprehensive plan policies that would prevent development of medium density housing types throughout the City?

### *1.3 Information Material Development*

Equally important is the current and future residents of Redmond who will be seeking housing. In assessing the local housing demand, we will consider, for example:

- What does existing data tell us about Redmond’s demographics, and how might the community’s housing needs may be changing now or in the future?
- As population grows, how might the demand for rental housing change?
- What types of housing barriers are known to exist in Redmond? Cost? Housing Type? Housing location near services?
- What are the relationships of housing challenges on and in response to critical population dynamics both past and projected?

#### ***Deliverables:***

- Project Kick Off
- Initial review of Redmond’s existing and potential, stakeholders, community-based organizations, commissions, and other partners.
- Gathering, reviewing, and analyzing data, policies, and regulations relevant to “middle housing”.

## **PHASE II: OUTREACH, ENGAGEMENT, AND RACIAL EQUITY LENS**

### *2.1 Outreach - Identifying Community Based Organizations*

The *BDS Planning team* suggests a session with a staff project team to align expectations for the engagement and community partnerships. It's crucial to allow for enough time to build appropriate relationships and understanding and this vision should be clear from the City's perspective. Given the scope and timeline of this effort, we recommend partnership with Community Based Organizations to help co-lead in the delivery of the work at hand *and* to model what a long-term community consultant program might look like. Our goal is to ensure that the recommendations out of this initiative have meaningful contribution and buy-in from targeted populations, but it will be of ultimate benefit for the City of Redmond to establish the trust, accountability, and transparency needed to develop a leadership pipeline in community for ongoing collaboration. Getting this right from the start will be crucial in the success of the engagement.

### *2.2 Recruitment - Contracting with Community Based Organizations*

Trusted advocates are those that are embedded in community and recognized as respected leaders. Among many tasks, these CBO's can serve as important connectors to ethnic media, door to door engagement and in convening affinity groups. Recruitment strategies should bear in mind current gaps in engagement, community demographics, and language needs. In Redmond, this will likely mean recruiting consultants in the Asian communities. In addition, City staff should consider other non-demographic needs such as seniors, youth, people with disabilities and unhoused populations.

### *2.3 Engagement*

Following the development of a citywide outreach and engagement framework that can align guiding principles and goals, BDS Planning will prepare a project specific engagement and communications plan. This plan will outline intended public engagement activities, timelines, and specific strategies for reaching target audiences as well as all marketing materials. The BDS Planning team is regularly evaluating our menu of engagement options. We understand that the intent of this outreach is to solicit feedback on current challenges community faces with affordable housing. For this plan we suggest:

- a) *Targeted Affinity Groups and roundtable discussions* – With the client, *BDS Planning* will finalize a plan for targeted outreach.
- b) *One-On-One meetings* – *BDS Planning* strongly recommends a series of one-on-one meetings with key individual, organizational, and development stakeholders. These can
- c) serve as opportunities for dive deeper into feedback that perhaps wasn't shared in other, more public, arenas.
- d) *Surveys* – In partnership with community consultants, the *BDS Planning* team can provide in-language surveys that further collect feedback on challenges that community is experiencing as well as what future investments they prefer.

Our pre-engagement process will be guided by the following:

- Assess what the barriers to engagement might be; address those as directly as possible
- Make sure past engagement has been fully mined in order to pick up where past conversations have left off
- If equitable rebalancing is a concern, collecting enough demographic data or targeting certain segments of the community may be important to framing the engagement and who we talk to.
- Invite stakeholders in with a good understanding of what the time commitment will be.
- Manage expectations as best as possible; be honest with how their input will be used.

During the engagement process we will facilitate conversations on the heels of an appropriate level of education.

- If we are asking for feedback on missing housing typologies or barriers to building affordable housing, it is important to make sure that the group you are conversing with has all the appropriate definitions and context for an empowered and informed conversation.
- In some instances, it may be best for collaboration to be built between City staff and CBOs.
- In others, it might be best for a third-party consultant to take on the facilitation role as the City takes a listening or even note-taking role.

#### *2.4 Affinity Group / Meeting Facilitation*

We recommend convening a series of Affinity Group meetings recruited in part by partnership with CBO's and City Staff to collectively discuss and work toward recommendations on the middle housing report. We allocated time for 5 affinity group meetings throughout the project at distinct milestones to weigh all information gathered up to that point and plan for the next steps and milestones. Ishmael Nuñez will lead facilitation as needed and directed by the Client. Our team's consensus-building practice includes clear communication, substantive facilitation, individual engagement, and working consensus toward collaborative action. Our process begins with a candid assessment of the current situation with our client, in which we tailor an approach to arrive at a product that specifically meets our client's objectives. Our tactics vary depending on the circumstances, but we maintain four core consensus-building strengths.

#### *2.5 Racial Equity & Displacement Analysis*

Since its inception, *BDS Planning* has been active in advancing diversity, equity, and inclusion by helping organizations create more inclusive and just environments. Through collaboration with established and emerging partners, *BDS Planning* has a comprehensive team with an expansive set of skills, competencies, and approaches to racial equity work. To develop the racial equity report, we envision the need to develop an "agile" race and social equity analysis that can subsequently be applied to the final recommendations and staff report. Working with the input from CBO's and the analysis done by BHC, together these partners will be able to rely on the most up to date information that is Redmond's reality, to inform and design a final racial equity & displacement analysis.

#### *Deliverables:*

- Subcontract with Community Based Organizations
- Final Public Engagement Report
- Public Information Materials
- Final Racial Equity Analysis

### **PHASE III: ANALYSIS & POLICY SYNTHESIS**

#### *3.1 Policy & Regulation Development*

Our team recognizes the many considerations that make for a successful pathway from rich community feedback to meaningful policy writing. We feel it is important to share goals and expectations from the beginning in order to honor the time commitment community members have made in providing valuable feedback on our project. Following our pre-engagement and ongoing engagement plans, we will synthesize the feedback received to develop the final policy and regulation as follows:

- Debrief with staff about the results of the feedback

- Whether this is notes from a conversation or meeting or the results of a survey, staff generally needs time to hear the results of the feedback and absorb them.
- Initial policy discussions may start to take shape during this phase.
- Additional research may be required in order to best address community concerns. This could look like going back to community for focused conversations to clarify certain points, or this could mean researching similar situations in other cities or contexts.
- Rebalancing
  - If one slice of a community has primarily had the loudest voice, it may be in the project's best interest to be able to prioritize other community voices when selecting issues and feedback for policy influence.
- Collective Review
  - Building collaboration with stakeholders can sometimes look like bringing early drafts back for feedback and review.
  - Allowing the community to assess what the City has captured in policy language can be very powerful, particularly if the project allows for policy edits and adjustments at this stage based on review feedback.

### *3.2 Public Information Materials*

*BDS Planning* will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance. *BDS Planning* is known for its design and communication skills in creating and turning complex language into easily digestible and visually pleasing informational materials for the public.

#### *Deliverables:*

- Public Information Materials
- Final Reports
  - Final Public Engagement Report
  - Final Racial Equity Report
  - Final Staff Report on Recommended Changes

## Exhibit B and C: Project Schedule and Budget

### RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND “MIDDLE HOUSING” UPDATES

*BDS Planning* will create will complete all tasks and deliverables in time for the City to deliver all final materials to the Washington State Department of Commerce by June 15, 2023. *BDS Planning* can complete the work plan for an estimated budget of approximately \$90,000. The proposed plan includes approximately \$10,000 of contingency funds and \$20,000 for Community-Based Organization Payment. These components result in a grand total budget not to exceed \$120,000.

**DIRECT & RESERVE EXPENSES**

*Contingency Funds*

The City of Redmond will withhold \$10,000 of the total consulting budget (\$100,000) as a contingency reserve. Use of these contingency dollars shall be agreed upon by agreement between Redmond staff project manager and the consulting team Director.

*Community Based Organization Payment*

As part of this contract, the City of Redmond, in addition to the \$100,000 consulting budget, will allocate \$20,000 in funds for payment of community-based organizations (CBOs), selected upon direction of the City of Redmond and in support of this project. *BDS Planning* will only use this additional \$20,000 for subcontracting with and paying identified CBOs.

**WORKING DRAFT BUDGET**

Task	Approximate Budget
Project Management	\$21,000
Task 1. Research, Review & Informational Material Development	\$9,000
Task 2. Outreach, Engagement & Racial Equity	\$26,000
Task 3. Analysis & Policy Synthesis	\$9,000
Deliverables	\$25,000
Contingency	\$10,000
Community-Based Organizations	\$20,000
<b>TOTAL</b>	<b>\$120,000</b>

WORKING DRAFT SCHEDULE

CITY OF REDMOND  
RACIAL EQUITY, ANTI-DISPLACEMENT POLICIES, AND "MIDDLE HOUSING" UPDATES



		RESEARCH & INFORMATION MATERIAL DEVELOPMENT			OUTREACH, ENGAGEMENT, & RACIAL EQUITY FRAMEWORK			ANALYSIS & POLICY SYNTHESIS	
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DELIVERABLES	PUBLIC ENGAGEMENT	<ul style="list-style-type: none"> <li>Initial Engagement Review</li> <li>CBO Identification &amp; Recruitment</li> </ul>	<ul style="list-style-type: none"> <li>CBO Subcontracts</li> </ul>	<ul style="list-style-type: none"> <li>Staff + Admin Survey</li> <li>Interviews</li> </ul>	<ul style="list-style-type: none"> <li>Affinity Group Meeting #1</li> <li>Affinity Group Meeting #2</li> </ul>	<ul style="list-style-type: none"> <li>Affinity Group Meeting #3</li> </ul>	<ul style="list-style-type: none"> <li>Affinity Group Meeting #4</li> <li>Affinity Group Meeting #5</li> </ul>		
	POLICY & REVIEW	<ul style="list-style-type: none"> <li>Initial Policy, Data &amp; Regulation Analysis</li> </ul>							
	RACIAL EQUITY ANALYSIS	<ul style="list-style-type: none"> <li>Initial Racial Equity Review</li> </ul>		<ul style="list-style-type: none"> <li>Policy &amp; Regulation Development</li> </ul>				<ul style="list-style-type: none"> <li>CBO Synthesis Meeting</li> </ul>	
		<ul style="list-style-type: none"> <li>Kick-Off Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Coordination Meeting #1</li> </ul>		<ul style="list-style-type: none"> <li>Coordination Meeting #2</li> </ul>		<ul style="list-style-type: none"> <li>Coordination Meeting #3</li> <li>Final Policies</li> </ul>	<ul style="list-style-type: none"> <li>Final Public Engagement Report</li> <li>Public Informational Materials</li> <li>Final Racial Equity Report</li> </ul>	<ul style="list-style-type: none"> <li>Final Staff Report on Recommended Changes</li> </ul>
PROJECT MANAGEMENT		<ul style="list-style-type: none"> <li>Weekly Engagement</li> <li>Bi-Weekly Client Check In</li> <li>Weekly Team Meeting</li> <li>Debrief</li> <li>Logistics</li> <li>Scheduling</li> <li>Monthly Invoices</li> <li>Progress Report Summary</li> </ul>							

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITIES OF BELLEVUE, REDMOND, BOTHELL, KENMORE AND NEWCASTLE  
CONCERNING  
THE SHARING OF COSTS RELATED TO  
MIDDLE HOUSING COMMUNITY-BASED ORGANIZATION ENGAGEMENT**

---

This MEMORANDUM OF AGREEMENT is entered into by and between the CITY OF BELLEVUE, a Washington municipal corporation (“BELLEVUE”), the CITY OF REDMOND, a Washington municipal corporation (“REDMOND”), the CITY OF BOTHELL, a Washington municipal corporation (“BOTHELL”), the CITY OF KENMORE, a Washington municipal corporation (“KENMORE”) and the CITY OF NEWCASTLE, a Washington municipal corporation (“NEWCASTLE”) (collectively referred to as the “Parties”).

WHEREAS, the Parties are each members of A Regional Coalition for Housing (ARCH) and to its underlying interlocal agreement;

WHEREAS, Section 3 of the interlocal agreement authorizes ARCH to assist its members “in developing strategies and programs to achieve Growth Management Act [(GMA)] housing goals” and “to implement county-wide affordable housing policies that meet the [GMA] objective for an equitable and rational distribution of low- and moderate-income housing”;

WHEREAS, Section 3 of the inter local agreement authorizes ARCH, through its administering agency, to enter into agreements to provide technical assistance to its members on a reimbursable basis;

WHEREAS, Section 11 of the interlocal agreement requires ARCH and its members to adopt an annual operating budget and work plan, which shall contain an itemization of all budgeted expenses and the amount of each member’s contribution;

WHEREAS, Section 13 of the interlocal agreement allows amendments to the annual operating budget and work plan, without approval by all ARCH members, when there is an agreement from one or more members to totally fund any additional task(s) not currently included in the approve budget;

WHEREAS, the 2022 ARCH operating budget and work plan does not presently include tasks related to the contracting with community-based organizations (CBO) to engage vulnerable communities and underrepresented populations as part of individual members’ examination of “Middle Housing” policies;

WHEREAS, the Parties have each received planning grants from the Department of Commerce to support the development of public policies that further the availability of “middle housing” types consistent with the requirements of Section 189 of Engrossed Substitute Senate Bill 5693 (2022);

WHEREAS, such grant awards include funds to subcontract with CBO’s to foster engagement with vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes;

WHEREAS, many CBO’s operating in East King County provide services across multiple jurisdictions;

WHEREAS, the Parties seek to combine their grant funds to hire one or more CBO’s to engage vulnerable communities and underrepresented populations as part of their GMA update processes;

WHEREAS, the Parties have developed a scope of work to facilitate this engagement and are committed to sharing the cost related to the same;

WHEREAS, the Parties wish to memorialize their commitment to share the cost related to a future contract as described herein, add a new work item to the 2022 ARCH work plan, and amend the 2022 ARCH budget to reflect that funding for any future contract as described herein is to be solely the responsibility of the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

1. Purpose: The purpose of this agreement is to memorialize the Parties' commitment to share the cost of a future contract or contracts for **Middle Housing Community-Based Organization Engagement**, which will contract with one or more community-based organizations (CBO) to engage vulnerable communities and underrepresented populations that have traditionally not been part of comprehensive planning processes and include a scope of work (SOW) that is substantially similar to that included in Attachment A; and to facilitate an amendment to the 2022 ARCH operating budget and work plan, with the Parties being solely responsible for all increased costs consistent with the ARCH interlocal agreement.
2. Duration: The duration of this Agreement shall be the same period necessary to complete the identified scope of work and the financing obligations described herein. The estimated end date for all work to be performed under each Party's grant agreement is July 31, 2023.
3. Administration:
  - A. The Parties recognize BELLEVUE serves as the administrative and fiscal agent for ARCH, which authorizes it to execute contracts, agreements, or other legal documents as may be allowed under the ARCH interlocal.
  - B. ARCH and BELLEVUE staff shall be responsible for the procurement and contracting of needed services on behalf of the Parties
  - C. ARCH and Bellevue staff shall be responsible for the day-to-day administration of any funded contracts, including, but not limited to, timely payment of all required invoices submitted by the approved contractor(s).
4. Access to Contractor(s) and Work Product: All Parties shall have all access to, and any work product from, the retained contractor(s). It is the Parties' intent to share any/all work product from the retained contractor(s) with ARCH and its member cities to facilitate planning and policies related to middle housing.
5. Financing:

A. The Parties shall each be responsible for equal 1/5 shares of the total cost, plus all applicable taxes, related to the contemplated “**Middle Housing Community-Based Organization Engagement**” scope of work. This scope of work shall not exceed \$100,000.

B. The Parties respective shares are as follows:

<u>City</u>	<u>Individual Share</u>
Bellevue	\$20,000.00
Bothell	\$20,000.00
Kenmore	\$20,000.00
Newcastle	\$20,000.00
Redmond	\$20,000.00
	<b>\$100,000.00</b>

C. The Parties respective shares are to be applied to cover cost of work performed within their respective jurisdictions

D. BELLEVUE shall invoice each Party its respective 1/5 share of all costs paid under the future contract consistent with the terms of this Agreement.

E. The Parties shall pay any/all invoices promptly, within thirty days of receipt.

6. ARCH Budget and Work Plan: The Parties agree that the 2022 ARCH operating budget and work plan should be amended to add an additional task, i.e. to retain one or more community based organizations to help the Parties engage vulnerable communities and underrepresented populations, which historically have not been a part of public planning processes, as they evaluate “Middle Housing” policies as part of their comprehensive planning processes. The Parties agree to be responsible for all costs associated with this additional task.

7. Modification: This Agreement may be amended as the Parties may mutually agree. No amendment or modification shall be binding unless memorialized in writing and signed by the appropriate authorized individual for each Party.

8. Notices: The Parties shall direct any notices or communications required to facilitate the purpose of this agreement to the following individuals:

<u>Bellevue</u>	<u>Bothell</u>	<u>Kenmore</u>
Name:	Name: Dave Boyd	Name: Lauri Anderson
Title:	Title: Senior Planner	Title: Senior Planner
Address:	Address: 18415 101 <sup>st</sup> Ave NE	Address:
Telephone:	Telephone: 425-471-4705	Telephone:
Email:	Email: david.boyd@ bothellwa.gov	Email: landerson@kenmorewa.gov
<u>Newcastle</u>	<u>Redmond</u>	
Name: Mark Hofman	Name: Ian Lefcourte	
Title: Community Development Director	Title: Senior Planner	
Address: 12835 Newcastle Way, Suite 200	Address: 15670 NE 85 <sup>th</sup> Street	

Newcastle, WA 98056  
Telephone: 425.386.4108  
Email: markh@newcastlewa.gov

Telephone: 425-556-2438  
Email: ilefcourte@redmond.gov

9. Indemnification: To the fullest extent provided by law, each Party agrees to accept full responsibility for its own acts and those of its respective officers, officials, employees, agents and volunteers, and to defend indemnify, and hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage, or injury of any kind, including attorney's fees and court costs incurred, arising from their respective acts and omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Execution: The Parties affirm they have the lawful authority to execute this Agreement and be bound by the same. The effective date of this Agreement shall be the date on which it is last signed below.

**City of Bellevue**

**Date:**

**Name:**

**Title:**

**City of Bothell**

**Date:**

**Name:** Kyle Stannert

**Title:** City Manager

**Kenmore**

**Date:**

**Name:** Rob Karlinsey

**Title:** City Manager

**City of Newcastle**

**Date:**

**Name:** Scott Pingel

**Title:** City Manager

**City of Redmond**

**Date:**

**Name:** Angela Birney

**Title:** Mayor

**ATTACHMENT – A**  
**Middle Housing Community-Based Organization Engagement**

The Cities of Bellevue, Bothell, Kenmore, Newcastle and Redmond (“Partner Cities”) are undertaking a series of planning processes to consider expanding the types of housing that may be built in neighborhoods that currently allow only single family or low density residential housing types. Additional housing types under consideration could include accessory dwelling units, duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard apartments, cottage housing and stacked flats. At the same time, each city will be undertaking a racial equity analysis to address displacement of very low, low or moderate-income households, and/or individuals from racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past.

As a part of this process, the Partner Cities have agreed to collaborate through ARCH to contract with one or more community-based organizations to assist with engaging underrepresented populations whose voices and perspectives haven’t historically been a part of public planning processes in East King County. Such populations may include, but are not limited to:

- Renters
- BIPOC individuals, families and communities;
- Immigrant and non-English-speaking communities, including cultural communities from the top-spoken languages in East King County (Spanish, Mandarin, Cantonese, Russian, Vietnamese, Korean, Hindi)
- Low, very low and moderate -income persons, including people who work in East King County but live elsewhere
- Disabled/disability communities
- Religious minority communities
- People experiencing housing instability and homelessness

On behalf of the Partner Cities, ARCH and the City of Bellevue are inviting responses from community-based organizations interested in contracting to provide support for this critical public engagement. Such responses should present a proposal for any of the following services:

1. Serve as a lead Community-Based Organization responsible for assisting with the scoping and designing the engagement process, and coordinating involvement and subcontracts with other CBOs.
2. Provide direct input on proposed city policies or code changes, including identifying displacement or affordability concerns, preferred housing types/locations/designs, or other input. Example discussion questions include:
  - a. Who needs middle housing? Who could be helped by allowing middle housing types in single family areas?
  - b. What housing types are most in need?
  - c. Are the housing prices expected from the types under consideration attainable?
  - d. What design goals should cities have to create housing that meets people’s needs?
  - e. Where should cities allow more housing types? Are there locations where housing should be preserved to avoid displacement?
  - f. What other policies should cities consider to provide for people’s housing needs?

3. Support engagement by underrepresented communities and individuals through various activities, including but not limited to:
  - a. Host multiple small focus groups, community conversations or individual interviews
  - b. Help to review and curate information for community members to respond to, providing feedback on what will make discussions meaningful and accessible for community members
  - c. Implement stipends to compensate time spent by individual community members, as needed
  - d. Produce a summary report(s) that documents engagement results, including developing narrative stories, key themes and any specific recommendations
  - e. Vet the translation of a various materials into other languages
  - f. Assist with developing and publicizing larger events/open house opportunities
4. Provide iterative feedback to ARCH and Partner City staff on the process, helping to lay the groundwork for future planning processes.

Proposals should describe overall interest in performing one or more of the tasks above, primary point person for the contract(s), and hourly rates of key individuals. If expressing interest in serving as a Lead CBO, please describe the extent of the role you would be willing to take on, and any planned arrangements with other CBOs.



Memorandum

Date: 11/1/2022

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

File No. CM 22-672

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	Seraphie Allen	Deputy Director
Planning and Community Development	Jeff Churchill	Long Range Planning Manager

TITLE:

Periodic Comprehensive Plan Update Grant Acceptance

OVERVIEW STATEMENT:

Staff recommends that the City Council accept a grant from the Washington State Department of Commerce for the periodic update of the Comprehensive Plan (aka Redmond 2050) for \$175,000, and authorize the Mayor to enter into a grant contract with the Department of Commerce, substantially as shown in Attachment A. Commerce is dividing the award between two state fiscal years, with \$87,500 awarded for the state’s fiscal year ending June 30, 2023 and the remainder awarded for the state’s fiscal year ending June 30, 2024.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 36.70A.130 requires that Redmond complete a periodic review and update of its comprehensive plan by December 31, 2024.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Accepting the grant funds supports the City’s ability to complete the required periodic update of the Redmond Comprehensive Plan by December 31, 2024. Specifically, the Mayor’s budget proposes a service enhancement for Redmond 2050 for focused outreach to those who traditionally have not participated in community planning efforts, and for economic analyses of zoning incentive packages to support the community’s vision for Redmond. Accepting the grant funds would free-up local funds to support the service enhancement.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The periodic update, known as “Redmond 2050,” has a wide-ranging community involvement plan reviewed and approved by the Council in late 2020.
- **Outreach Methods and Results:**  
Redmond 2050 outreach methods are detailed in the Community Involvement Plan. Summaries of such work are regularly posted to [www.redmond.gov/1495/Engagement-Summaries](http://www.redmond.gov/1495/Engagement-Summaries).
- **Feedback Summary:**  
Community feedback is summarized in engagement summaries at the linked provided above.

**BUDGET IMPACT:**

**Total Cost:**

The grant has a total value of \$175,000; there is no cost to the City.

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

**Budget Offer Number:**

000250

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

Washington State Department of Commerce grant in amount of \$175,000

**Budget/Funding Constraints:**

Grant funds must be spent on the periodic update of the Redmond Comprehensive Plan and implementing regulations.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
	Item has not been presented to Council	

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
11/15/2022	Business Meeting	Approve

**Time Constraints:**

The first half of the grant must be expended by June 30, 2023; the second half must be expended by June 30, 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the Redmond 2050 project would not benefit from the \$175,000 in grant funds.

**ATTACHMENTS:**

Attachment A: Interagency Agreement between Department of Commerce and City of Redmond  
Attachment B: Award Letter



**Interagency Agreement with**

**City of Redmond**

**through**

**Growth Management Services**

**Contract Number:  
23-63210-023**

**For**

**GMA Periodic Update Grant – FY2023**

**Dated:** Date of Execution

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# Face Sheet

Contract Number: 23-63210-023

## Local Government Division Growth Management Services

<b>1. Contractor</b> City of Redmond Planning and Community Development PO Box 97010, MS 4SPL Redmond, WA 98073-9710		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Jeff Churchill Long Range Planning Manager 425-556-2492 <a href="mailto:jchurchill@redmond.gov">jchurchill@redmond.gov</a>		<b>4. COMMERCE Representative</b> Valerie Smith Deputy Managing Director Growth Management Services (360) 725-3062 <a href="mailto:valerie.smith@commerce.wa.gov">valerie.smith@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$87,500	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2023			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003729-10	<b>12. UBI #</b> 176-000-016	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist the City of Redmond with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Angela Birney, Mayor City of Redmond  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT 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 Contract.

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed eighty-seven thousand five hundred dollars (\$87,500), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services and deliverables 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 parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. 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 Contract Number 23-63210-023. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses 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 Contractor.

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

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

#### **Grant Start Date**

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2022, for services and deliverables described under this Agreement.

#### **Duplication of Billed Costs**

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

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its 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.).

#### Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

#### Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

#### **4. SUBCONTRACTOR DATA COLLECTION**

Contractor 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 Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

#### **5. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

#### **6. FRAUD AND OTHER LOSS REPORTING**

Contractor 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.

#### **7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, 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 Contract, 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" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## **2. ALL WRITINGS CONTAINED HEREIN**

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

## **3. AMENDMENTS**

This Contract 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.

## **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

## **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor 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.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract 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.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor 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 contract, 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.

**13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract 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 contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 contract.

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and subcontracts 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 subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, 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 contract 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 contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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## Attachment A: Scope of Work

Tasks / Actions / Deliverables	Description	End Date
<b>Task 1</b>	<b>Prepare Phase 1 Elements for Adoption: Housing; Economic Vitality; Transportation; Parks, Arts, Recreation, Conservation, and Culture (PARCC); and Urban Centers (Overlake only).</b>	
Action 1.1	Develop second drafts of Phase 1 elements for public review based on comments received during review of first drafts.	Oct. 2022
Action 1.2	Conduct community engagement for second drafts of Phase 1 elements.	Nov. 2022
Action 1.3	Publish final drafts of Phase 1 elements for public review and for formal Planning Commission and City Council consideration and action.	Jan. 2023
Action 1.4	Conduct community engagement for final drafts of Phase 1 elements.	Mar. 2023
Action 1.5	Conduct final review of Phase 1 elements with the City Council.	Apr. 2023
Deliverable 1.1	<ul style="list-style-type: none"> <li>• Quarterly progress reports documenting Task progress through the end of each calendar quarter.</li> <li>• Final drafts of Phase 1 elements</li> <li>• Community engagement summaries for Q3 and Q4 2022, and Q1 and Q2 2022</li> <li>• <i>Final action on Phase 1 elements is expected in July 2023, after the end of the SFY22-23.</i></li> </ul>	Jun. 30, 2023
<b>Task 2</b>	<b>Prepare Regulations Related to Housing, Transportation, and Overlake that Implement Phase 1 Elements.</b>	
Action 2.1	Conduct community engagement for regulations associated with Phase 1 elements.	Oct. 2022
Action 2.2	Develop second drafts of regulations based on comments received during review of first drafts.	Jan. 2023
Action 2.3	Publish final drafts of regulations associated with Phase 1 elements for formal Planning Commission and City Council consideration and action.	Feb. 2023

Action 2.4	Conduct final review of the regulations with the City Council.	Jun. 2023
Deliverable 2.1	<ul style="list-style-type: none"> <li>Quarterly progress reports documenting Task progress through the end of each calendar quarter.</li> <li>Final drafts of Phase 1 regulations</li> <li><i>Final action on Phase 1 regulations is expected in July 2023, after the end of the SFY22-23.</i></li> </ul>	Jun. 30, 2023
<b>Task 3</b>	<b>Commerce Periodic Update Checklist</b>	
Action 3.1	Review the comprehensive plan using the Commerce periodic update checklist	Dec. 2022
Action 3.2	Review development regulations, including critical areas regulations, using the Commerce periodic update checklist	Dec. 2022
Deliverable 3.1	Completed Commerce periodic update checklists for comprehensive plan and development regulations.	Jan. 31, 2023
<b>Task 4</b>	<b>Develop Phase 2 Policy Updates, including for: Community Character and Historic Preservation; Human Services; Participation, Implementation, and Evaluation; Natural Environment; Annexation and Regional Planning; Capital Facilities; Land Use; Urban Centers (Downtown); and Goals, Vision, and Framework.</b>	
Action 4.1	Conduct community engagement for “policy considerations,” i.e., those ideas that need to be considered as part of the comprehensive plan update.	Oct. 2022
Action 4.2	Identify policy options/alternatives for those policy considerations where there is an unresolved tension.	Jan. 2023
Action 4.3	Conduct community engagement for policy options/alternatives to obtain policy direction for Phase 2 elements.	Mar. 2023
Action 4.4	Develop first draft of Phase 2 elements for community input.	May 2023
Action 4.5	Conduct community engagement on first drafts of Phase 2 elements.	Jun. 2023
Deliverable 4.1	<ul style="list-style-type: none"> <li>Quarterly progress reports documenting Task progress through the end of each calendar quarter.</li> <li>Updated Existing Conditions Reports for Phase 2 elements, which documents policy considerations</li> <li>First draft of Phase 2 elements</li> <li>Community engagement summaries for Q3 and Q4 2022, and Q1 and Q2 2022</li> </ul>	Jun. 30, 2023

	• Policy options/alternatives summaries	
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**Attachment B: Budget**

<b>SFY 2022 Task/Deliverable</b>	<b>SFY 2022 Amount</b>
Deliverable 1.1 – Phase 1 Policies: Final Drafts	\$30,625
Deliverable 2.1 – Phase 1 Regulations	\$21,875
Deliverable 3.1 – Commerce Checklist	\$4,375
Deliverable 4.1 – Phase 2 Policies: First Drafts	\$30,625
<b>Total Grant (SFY 2022 only)</b>	<b>\$87,500</b>

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STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

July 18, 2022

The Honorable Angela Birney  
Mayor of Redmond  
15670 NE 85th Street  
Redmond, Washington 98073-9710

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Birney:

The City of Redmond is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$175,000 has been reserved for the City of Redmond as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$87,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>


In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Kirsten Larsen, at (360) 280-0320, or [kirsten.larsen@commerce.wa.gov](mailto:kirsten.larsen@commerce.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and "A".

Dave Andersen, AICP  
Managing Director, Growth Management Services

cc: Deborah McMahan



Memorandum

**Date:** 11/1/2022  
**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 22-652  
**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	Paul Cho	Engineering Manager
Public Works	Steve Flude	City Engineer

**TITLE:**

Amendment of RMC 10.24.045 and 10.24.047 on Temporary Road Closures or Restrictions

**OVERVIEW STATEMENT:**

Redmond Municipal Code Section 10.24.045 and 10.24.047 currently require Council approval for any speed reduction or temporary road closures over twelve hours in duration. The proposed change would amend the approval process as follows:

Proposed duration of temporary road closures and/or speed reductions: Approval authority -

- 24 hours or less: City Traffic Engineer
- Over 24 hours but not exceeding 72 hours: City Public Works Director
- Over 72 hours but not to exceed 14 days: City’s Technical Committee
- Exceeds 14 days: City Council

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

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Municipal Code
- **Required:**  
Redmond Municipal Code 10.24.045, 10.24.047
- **Council Request:**

NA

• **Other Key Facts:**

Currently, Council must approve any road closures or speed reductions that exceed 12 hours in duration. This is a time-consuming process that can take up to six weeks depending on Committee and Council schedule. To facilitate project schedules and reduce overall wait times for approvals, Staff is requesting that the current approval process be amended to provide greater responsiveness and better customer service while still requiring Council approval for longer duration restrictions that exceed 14 days in length. Regardless of the length of closure, notification will be provided to the City Council and the Mayor by the Public Works Director outlining why the closure is happening and for what duration. Additionally, outreach to impacted properties adjacent to the closure will be notified by City staff.

**OUTCOMES:**

Projects can be constructed more efficiently when approval timelines for road closures or speed reductions are shortened.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

• **Timeline (previous or planned):**

NA

• **Outreach Methods and Results:**

NA

• **Feedback Summary:**

NA

**BUDGET IMPACT:**

**Total Cost:**

There is no cost to this proposal

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

**Budget Offer Number:**

NA

**Budget Priority:**

NA

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

*If yes, explain:*

NA

**Funding source(s):**

NA

**Budget/Funding Constraints:**

NA

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
11/15/2022	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

The current municipal code would not change, and projects would still be required to get approval from City Council for road restrictions or road closures that are more than 12 hours in duration.

**ATTACHMENTS:**

Attachment A: City of Redmond Ordinance

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE  
(RMC) 10.24 SPEED REGULATIONS, TO AMEND THE  
DURATION OF TEMPORARY ROAD CLOSURES AND  
RESTRICTIONS THAT REQUIRE CITY COUNCIL  
APPROVAL FROM A DURATION THAT EXCEEDS TWELVE  
(12) HOURS TO A DURATION THAT EXCEEDS FOURTEEN  
(14) DAYS

---

WHEREAS, the City requires Council approval for any temporary speed reductions, road closures, and road restrictions that exceed twelve (12) hours in duration; and

WHEREAS, the City seeks to increase the duration of temporary speed reductions, road closures, and road restrictions that require Council approval that exceed fourteen (14) days; and

WHEREAS, temporary speed reductions, road closures, and road restrictions that are fourteen (14) days or less in duration will be approved by either the City Traffic Engineer, the City Public Works Director, or the City's Technical Committee as set forth in Amended Section 10.24.047.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Subsection. RMC 10.24.045, Speed Regulations, Temporary Closure or Restriction Authorized, is hereby amended to read as follows:

**10.24.045 Temporary Closure or Restriction Authorized.**

A. Subject to the procedures set forth in RMC 10.24.047, the City may temporarily close any street, road, or highway to travel by all vehicles or any class of vehicles, or may declare a lower maximum speed for all vehicles or any class of vehicles using such street, road, or highway, whenever any of the following occur:

1. The condition of the street, road, or highway, or any portion thereof, is such that its unrestricted use or continued use by all vehicles or any specific class of vehicles will greatly damage that street, road, or highway, or will be dangerous to traffic; or

2. Such street, road, or highway is being constructed, altered, repaired, improved, or maintained and temporary closure or restriction is necessary to facilitate such construction, alteration, repair, improvement, or maintenance.

B. The City Traffic Engineer shall have authority to classify vehicles according to gross weight, axle weight, height, width, length, braking area, performance, vehicle combinations or tire equipment for the purposes of this section, and may restrict the use of any portion of any street, road or highway to use by an urban public transportation system; provided action taken under this section in cases involving state highways shall be subject to the approval of the Secretary of Transportation.

~~10.24.045 TEMPORARY CLOSURE OR RESTRICTION AUTHORIZED.~~

~~WHENEVER THE CONDITION OF ANY STREET, ROAD OR HIGHWAY, EITHER NEWLY OR PREVIOUSLY CONSTRUCTED, ALTERED, REPAIRED OR IMPROVED, OR WHEN ANY PART THEREOF IS SUCH THAT FOR ANY REASON ITS UNRESTRICTED USE OR CONTINUED USE BY VEHICLES OR BY ANY CLASS OF VEHICLES WILL GREATLY DAMAGE THAT STREET, ROAD OR HIGHWAY, OR WILL BE DANGEROUS TO TRAFFIC, OR IT IS BEING CONSTRUCTED, ALTERED, REPAIRED, IMPROVED, OR MAINTAINED IN SUCH A MANNER AS TO REQUIRE THAT USE OF THE STREET, ROAD OR HIGHWAY, OR ANY PORTION THEREOF, BE CLOSED OR RESTRICTED TO ALL VEHICLES OR ANY CLASS OF VEHICLES FOR ANY PERIOD OF TIME, THE CITY TRAFFIC ENGINEER, SUBJECT TO THE PROVISIONS IN SECTION 10.24.047 OF THIS CHAPTER, MAY CLOSE THE STREET, ROAD~~

~~OR HIGHWAY TO TRAVEL BY ALL VEHICLES OR BY ANY CLASS OF VEHICLES, OR MAY DECLARE A LOWER MAXIMUM SPEED FOR ANY CLASS OF VEHICLES FOR SUCH DEFINITE PERIOD OF TIME AS THE CITY TRAFFIC ENGINEER MAY DETERMINE. THE CITY TRAFFIC ENGINEER SHALL FURTHER HAVE AUTHORITY TO CLASSIFY VEHICLES ACCORDING TO GROSS WEIGHT, AXLE WEIGHT, HEIGHT, WIDTH, LENGTH, BRAKING AREA, PERFORMANCE, VEHICLE COMBINATIONS OR TIRE EQUIPMENT FOR THE PURPOSES OF THIS SECTION, AND MAY RESTRICT THE USE OF ANY PORTION OF ANY STREET, ROAD OR HIGHWAY TO USE BY AN URBAN PUBLIC TRANSPORTATION SYSTEM; PROVIDED ACTION TAKEN UNDER THIS SECTION IN CASES INVOLVING STATE HIGHWAYS SHALL BE SUBJECT TO THE APPROVAL OF THE SECRETARY OF TRANSPORTATION. (ORD. 1477 § 6, 1989).~~

Section 3.      Amendment of Subsection. RMC 10.24.047, Speed Regulations, Procedure for Temporary Closure or Restriction, is hereby amended to read as follows:

**A.    The City Traffic Engineer shall have the authority to approve all temporary closures and restrictions provided for in RMC 10.24.045.A that will not exceed 24 hours in duration or that are necessary to address an emergency.**

**B.    The City Public Works Director shall have the authority to approve all temporary closures and restrictions**

provided for in RMC 10.24.045.A that will exceed 24 hours in duration but will not exceed 72 hours in duration.

C. The City's Technical Committee shall have the authority to approve all temporary closures and restrictions provided for in RMC 10.24.045.A that will exceed 72 hours in duration but will not exceed 14 days in duration.

D. City Council approval shall be required for all temporary closures and restrictions provided for in RMC 10.24.045.A that will exceed 14 days in duration. The City Traffic Engineer shall, with the approval of the Mayor, place advance written notice of any proposed closure that will exceed 14 days on the regular agenda of the City Council. The notice will include a description of the proposed closure or restriction recommended by the City Traffic Engineer, including the street, road, or highway involved, and the length of time that the proposed closure or restriction will remain in effect.

The City Council may accept, reject or modify the proposed closure or restriction recommended by the City Traffic Engineer. Failure of the City Council to take action upon the notice shall be deemed an approval of the action proposed by the notice.

E. Whenever a street closure or restriction has been approved as provided in this section, the Public Works Department shall immediately do the following:

1. Publish the notice of closure in the official newspaper of the city; and

2. Post a like notice, on or prior to the date of publication, in a conspicuous place at each end of the street, road, highway, or portion thereof to be closed or restricted.

3. No street, road or highway, or portion thereof, may be closed sooner than three days after the publication and posting of the notice herein provided for; provided, however, that in cases of emergency or conditions the following may apply:

a. The maximum time the closure will be in effect is seventy-two hours or less.

b. The City Traffic Engineer may, without publication or delay, close streets, roads or highways temporarily by posting notice at each end of the closed portion thereof and at all intersecting highways if the closing is of a portion of a highway, at all intersecting highways and roads if the closing is of a portion of a road, and at all intersecting streets if the closing is of a street.

c. In all emergency cases or conditions in which the maximum time the closure will be in effect is seventy-two hours or less, as herein provided, the orders of the City Traffic Engineer shall be immediately effective; provided further, action taken under this section in cases involving state highways shall be subject to the approval of the Secretary of Transportation.

F. The authority and procedures set forth in this section shall control over any contrary authority or procedures set forth in the Model Traffic Ordinance, as adopted by the City in RMC 10.10.

~~10.24.047 PROCEDURE FOR TEMPORARY CLOSURE OR RESTRICTION.~~

~~BEFORE ANY STREET, ROAD OR HIGHWAY IS CLOSED TO, OR THE MAXIMUM SPEED LIMIT THEREON REDUCED FOR, ALL VEHICLES OR ANY CLASS OF VEHICLES, THE CITY TRAFFIC ENGINEER WITH THE APPROVAL OF THE MAYOR, SHALL PLACE ADVANCE NOTICE THEREOF IN THE NEXT REGULAR AGENDA OF THE CITY COUNCIL, WHICH NOTICE SHALL INCLUDE ANY SPEED LIMIT MODIFICATION, INCLUDING THE STREET, ROAD OR HIGHWAY INVOLVED, AND THE LENGTH OF TIME THE CLOSURE OR DECREASED SPEED LIMIT WILL STAY IN EFFECT. THE CITY COUNCIL MAY ACCEPT, REJECT OR MODIFY THE DETERMINATION OF THE CITY TRAFFIC ENGINEER. FAILURE OF THE CITY COUNCIL TO TAKE ACTION UPON THE NOTICE SHALL BE DEEMED AN ACCEPTANCE OF THE ACTION~~

~~PROPOSED BY THE NOTICE. IF APPROVED AS PROPOSED OR APPROVED AS MODIFIED, THE CITY CLERK SHALL IMMEDIATELY CAUSE PUBLICATION OF THE NOTICE IN THE OFFICIAL NEWSPAPER OF THE CITY AND SHALL POST A LIKE NOTICE, ON OR PRIOR TO THE DATE OF PUBLICATION OF SUCH NOTICE, IN A CONSPICUOUS PLACE AT EACH END OF THE STREET, ROAD, OR HIGHWAY, OR THE PORTION THEREOF TO BE CLOSED OR RESTRICTED; PROVIDED, THAT NO SUCH STREET, ROAD OR HIGHWAY, OR PORTION THEREOF, MAY BE CLOSED SOONER THAN THREE DAYS AFTER THE PUBLICATION AND POSTING OF THE NOTICE HEREIN PROVIDED FOR; PROVIDED, HOWEVER, THAT IN CASES OF EMERGENCY OR CONDITIONS IN WHICH THE MAXIMUM TIME THE CLOSURE WILL BE IN EFFECT IS TWELVE HOURS OR LESS, THE CITY TRAFFIC ENGINEER MAY, WITHOUT PUBLICATION OR DELAY, CLOSE STREETS, ROADS OR HIGHWAYS TEMPORARILY BY POSTING NOTICE AT EACH END OF THE CLOSED PORTION THEREOF AND AT ALL INTERSECTING HIGHWAYS IF THE CLOSING IS OF A PORTION OF A HIGHWAY, AT ALL INTERSECTING HIGHWAYS AND ROADS IF THE CLOSING IS OF A PORTION OF A ROAD, AND AT ALL INTERSECTING STREETS IF THE CLOSING IS OF A STREET. IN ALL EMERGENCY CASES OR CONDITIONS IN WHICH THE MAXIMUM TIME THE CLOSURE WILL BE IN EFFECT IS TWELVE HOURS OR LESS, AS HEREIN PROVIDED, THE ORDERS OF THE CITY TRAFFIC ENGINEER SHALL BE IMMEDIATELY EFFECTIVE; PROVIDED FURTHER, ACTION TAKEN UNDER THIS SECTION IN CASES INVOLVING STATE~~

~~HIGHWAYS SHALL BE SUBJECT TO THE APPROVAL OF THE SECRETARY OF  
TRANSPORTATION. (ORD. 1477 § 7, 1989).~~

Section 4.      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 5.      Effective date.      This ordinance shall become  
effective 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 \_\_\_\_\_ day of  
\_\_\_\_\_, 20XX.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



Memorandum

Date: 11/1/2022

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

File No. CM 22-675

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2768
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DEPARTMENT STAFF:

Public Works	Anne-marie Marshall-Dody	Assistant Director
Public Works	Steve Hitch	Engineering Supervisor
Public Works	Emily Flanagan	Senior Surface Water Engineer

**TITLE:**

Accept a Cooperative Watershed Management Grant from King County for \$825,000 and a Flood Reduction Grant from King County Flood Control District for \$750,000 for the construction of the Evans Creek Relocation project.

**OVERVIEW STATEMENT:**

The Evans Creek Relocation project is an existing Stormwater CIP project. The purpose of the project is to improve salmon habitat and reduce flooding by moving the existing channel away from heavy industrial land use to open space.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required for grant acceptance.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Accepting these grants supplants \$1,575,000 in Stormwater CIP which can then be applied to other projects. These funds will be applied to the construction phase of the project.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
The grant will be acknowledged on the City’s project website and on the project signage on site.
- **Outreach Methods and Results:**  
Website and physical signage.
- **Feedback Summary:**  
King County gets public acknowledgement for their contribution of funds to the project.

**BUDGET IMPACT:**

**Total Cost:**  
\$0

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
CIP

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

**Funding source(s):**  
Cooperative Watershed Management Grant funds from King County  
Flood Reduction Grant funds from King County Flood Control District

**Budget/Funding Constraints:**  
The grant agreement will be in effect until December 31, 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)**

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**Date:** 11/1/2022

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

**File No.** CM 22-675

**Type:** Committee Memo

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Date	Meeting	Requested Action
11/15/2022	Business Meeting	Approve

**Time Constraints:**

King County would like the grants accepted in 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

Loss of awarded grant funding.

**ATTACHMENTS:**

Attachment A: CWM Grant Agreement

Attachment B: Flood Reduction Grant Agreement

**AGREEMENT FOR AWARD OF  
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS  
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Redmond (“Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079, [Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Primary Contact for Recipient: Emily Flanagan, Senior Surface Water Engineer, 425-556-2707, [Eflanagan@redmond.gov](mailto:Eflanagan@redmond.gov).

**SECTION 1. RECITALS**

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution FCD 2021-12 on November 9, 2021, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,309,697 in 2022 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County’s Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference (“Grant Policies and Procedures”);

- 1.6 Whereas the District’s Board of Supervisors has received a list of proposed projects that includes the Project, and the Board of Supervisors, in Resolution FCD2022-09, has approved the Project for funding up to the amount of **\$825,000**;
- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget Summary”), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

## **SECTION 2. AGREEMENT**

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$825,000** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County’s implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the

Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Project on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Project. Grant recipients shall submit documentation of acknowledgement activities with their final reporting documents.

### **SECTION 3. GENERAL PROVISIONS**

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2025**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the

King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

**KING COUNTY:**

**RECIPIENT:**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**EXHIBIT A: PROJECT DESCRIPTION**

Project	Recipient	Description	Leverage	Award
Evans Creek Relocation	City of Redmond	Construct this project to relocate Reach 2 of Evans Creek out of an industrial area and into adjacent floodplain wetland, enhancing in-stream and riparian habitat and improving the stream’s water quality. The design of this project was previously funded by WRIA 8 CWM grant funds.	7,575,000	\$825,000

**Project Location:** Evans Creek Reach 2 – North Lake Washington Tributaries

**EXHIBIT B: SCOPE OF WORK**

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Grant Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration (Required)</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0%	December 2024
<b>Task 2:</b>	Produce 60% complete Plans, Specification and Estimate	0%	September 2021
<b>Task 3:</b>	Secure Project Permits	0%	December 2022
<b>Task 4:</b>	Produce 90% complete Plans, Specifications and Estimate	0%	June 2022
<b>Task 5:</b>	Produce a bid-ready construction package	0%	February 2023
<b>Task 6:</b>	Construction	100%	December 2024

**EXHIBIT C: BUDGET SUMMARY**

Budget Item	Grant Request
Commercial Services & Crew Time	\$825,000
<b>TOTAL</b>	<b>\$825,000</b>

**AGREEMENT FOR AWARD OF  
FLOOD REDUCTION GRANT FUNDS  
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Redmond (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2024**.

Project Contacts:

Contact for King County – Kim Harper, Grant Administrator, 206-477-6079,  
[Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Contact for Recipient – Emily Flanagan, Senior Surface Water Engineer, 425-556-2707,  
[Eflanagan@redmond.gov](mailto:Eflanagan@redmond.gov).

**SECTION 1. RECITALS**

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be

funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$750,000** (“Award”); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

## **SECTION 2. AGREEMENT**

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$750,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2022-12. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

### **SECTION 3. GENERAL PROVISIONS**

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2024**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.

- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
  
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

**KING COUNTY:**

**RECIPIENT:**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**EXHIBIT A: PROJECT DESCRIPTION**

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Evans Creek Relocation	City of Redmond	Relocate Reach 2 of Evans Creek out of an industrial area and into adjacent floodplain wetlands. The project will reduce flooding, engage the channel with floodplain wetlands, increase flood storage, restore in-stream habitat, and improve an existing multi-use pedestrian trail. Funding will be used towards project construction.	\$7,805,000	\$750,000

**EXHIBIT B: SCOPE OF WORK**

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
<b>Task 1: Project Administration (Required task)</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	0%	December 2023
<b>Task 2:</b>	Final design and permitting – produce bid-ready documents (Plans, Specifications and Estimate) and provide support sufficient to secure permits necessary for construction.	0%	June 2023
<b>Task 3:</b>	Construction	100%	December 2024

**EXHIBIT C: BUDGET**

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		CWM 2022	CWM 2021	Redmond Stormwater CIP		
		AMOUNT				
COMMERCIAL SERVICES AND CREW TIME FOR CONSTRUCTION	\$750,000	\$825,000	\$450,000	\$6,530,000	\$7,400,000	\$8,150,000
<b>TOTAL</b>	<b>\$750,000</b>	\$825,000	\$450,000	\$6,530,000	\$7,805,000	\$8,555,000