

ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT**BETWEEN****THE PORT OF SEATTLE AND CITY OF REDMOND****S-00320665**

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference

(the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Sixty Thousand and 00/100 Dollars (\$60,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.
3. Responsibilities of the Agency.
 - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
 - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
 - 3.3 The Agency shall complete the Project by December 31, 2021.
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2021, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.
7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties
8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.
9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly

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

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

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.
11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.
12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.
13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.
14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices. Notices to the Port shall be sent to the following address:

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

Notices to the Agency shall be sent to the following address:

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

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

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

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

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

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

PORT OF SEATTLE

By: Connie Davis
Buyer

Signature

Date

CITY OF MERCER ISLAND

By:

Signature

Date

Background:

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

A. Continuation of Displaced Business Walk Program:

In the 2019/2020 planning year, an outreach program was proposed and developed to meet in person with businesses affected by redevelopment and construction in Redmond, particularly in areas to be impacted by light rail construction. Due to COVID-19, this program evolved into also hand-distributing free PPE and a resource packet to the businesses visited and fielding any federal grant program questions. From June-October 2020, OneRedmond and SBDC staff reached out to and/or met with over 100 businesses in the Marymoor area of the city, which was mainly comprised of light industrial and small service firms. During these walks, SBDC and OneRedmond staff provided business owners and staff with tailored assistance based on their specific questions and needs and surveyed them on how they were doing and what additional resources they wanted and concerns they had. In spring/summer/fall of 2021 the OneRedmond staff would like to target the Overlake and Downtown Redmond areas, as well as potentially additional areas, with a goal of visiting 150 businesses and delivering PPE and a package of resource, as well as surveying these companies to learn how they are doing. A report summarizing findings at the conclusion of the business walk season would be done.

B. New Business Ambassador Program:

The CARES Act funds supported businesses that had been in operation before March 2019. Due to this qualification requirement, new businesses established after that time did not qualify for support. This new program would seek to identify new businesses once their business license or Certificate of Occupancy is filed and visit them one-on-one to learn about their new business and convey information about City, Regional, State, Port and Federal resources available to them. In addition, staff would visit businesses that opened after March 2019 and especially after January 2020, as those businesses began operations just as COVID-19 began and were not eligible for many of the grant opportunities available.

It is likely that a number of these companies were started by minorities, females or Veterans, and ensuring staff reaches these new businesses and connects them with the resources that will assist them and support them in sustaining through the pandemic. In addition to staff costs, funding could be allocated to offer free marketing of these businesses through various avenues.

This program is separate from the Business Walk Program which rolled out in the spring of 2020 and is aimed at existing businesses that may be affected by displacement by light rail initiatives.

C. A Workforce Development Analysis:

This project would aim to achieve two goals at once: answer the question for City of Redmond leadership of what impact COVID-19 had on city residents in terms of number unemployed or underemployed residents. Included in this analysis would ideally be a survey or analysis of recently graduated high school and college students to determine how many are un-or-underemployed. This commissioned report would also address how to identify underemployed residents and/or graduating high school students and how to upskill/train them for existing local jobs in the public and private sector (such as City of Redmond and Port of Seattle jobs).

The second goal would be to begin developing a small pilot workforce development program to include identifying City of Redmond jobs that will be vacated due to attrition over the next 1-5 years and investigate how to marry underemployed/unemployed City residents into these critical local government jobs.

If the Port of Seattle identified job opportunities, these positions and skillsets could potentially be incorporated into the pilot program plan as well.

D. Fuel the Dragon Business Retention and Marketing Assistance:

This program would enhance and expand the existing Fuel the Dragon Passport program with more dollars available for marketing of the program to consumers. The purpose of this program is to drive business to Redmond restaurants through family-friendly fun and engaging programming and entertainment. During the summer 2020 season, over 175 businesses were engaged, and the event generated an estimated \$8,000 in direct revenue for those businesses and additional dollars in free advertising.

In 2021, OneRedmond will continue to build on the 2020 efforts with more community connections made through new partnerships with Microsoft Human Resources Department and YelpWashington.

To assist with this reach and through social media, additional dollars for this program would create short videos for small businesses who do not have the funding to create marketing videos for their products or services.

E. StartUp425

Startup 425 is a regional economic development partnership designed to support entrepreneurs and small businesses, foster sustained economic growth, and create jobs. It is an initiative of five Eastside cities, Bellevue, Kirkland, Issaquah, Redmond, and Renton, who all entered into an Interlocal Agreement in 2019 following three years of collaboration.

Startup 425 currently offers 12 workshops (originally 42 separate sessions in area libraries and now virtual) over two sessions, spring and fall, for a 100-level 'Foundations of Business' series. These workshops are free to all, seeking to expand access and business ownership to diverse and underserved communities. Classes consistently are primarily populated by women and non-white attendees, and most attendees represent a new or 'soon to be started' business. Classes are often taught by SCORE volunteers such as preparing a business plan, marketing, finance, and networking. In recent sessions, a survey of past attendees recommended sessions on directing remote teams and also cybersecurity. These topics were added to the most recent

session in 2020. There were 276 registrants for the program which has been archived for future viewing. Startup 425 also offers a 200-level 'Small Business Essentials' series (a 'deeper dive' into fundamentals of business) at an Eastside co-working space. That program fielded 58 registrants. Both programs are scheduled for 2021. The program has also become essential in supporting small businesses and entrepreneurs alike during the pandemic through the offering of 1:1 advising and loan packaging for available emergency funding during the pandemic. Additionally, the program helps make connections to other partners on the eastside that can assist in creating updated businesses plans and policies that meet reopening restrictions and safety protocols. This work is essential to the future, as we enter recovery, entrepreneurs will be more important than ever, their innovativeness and passion will help drive our communities forward and deepen local investment.

2. **Brief Description Bullets:** Summarize the complete scope of work and goals briefly using 2 - 4 bullets. Please keep each bullet to 1 or 2 sentences. These bullets are meant to be a very brief synopsis the project(s) the Port of Seattle is funding in each city and may be used to describe each city's project(s) to the Port of Seattle Commission, to the public, and with local media.
 - **Displaced Business Walk Program:** Meet in person with affected businesses to learn about their specific needs and impacts of light rail/COVID, etc. and provide businesses with hardcopy information, contacts and resources to help with their questions and business needs.
 - **New Business Ambassador Program:** Identify and reach out to all new businesses in Redmond as of March 2019, listen to and document their experiences as new businesses to the area, interests and concerns. Help connect them to the right resources for their needs.
 - **Workforce Development Analysis:** Fund a report that analyses the unemployment and underemployment statistics for the City of Redmond to determine how best to identify and connect with the under and unemployed population, both adults and graduated high school and college students.
 - **Business Retention and Marketing Assistance:** Drive additional client traffic to small businesses in Redmond through safe, fun and family-friendly programming.
 - **Startup 425:** A collaborative effort to expand entrepreneurship opportunities across Eastside Communities by providing access to tools to help businesses go from an idea to a successful and sustainable outcome.
3. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

Project title or component:	COVID-19 Economic Impacts:	Project goal(s):	Project deliverable(s) and estimated completion:	Metrics (measurable outcomes):
Continuation of Displaced Business Walk Program	<ul style="list-style-type: none"> • Small businesses closures. • Layoffs/furlough of staff. • Cost of doing business has increased. • Drop in revenue/increase in debt. • Issues with credit, lease payback • Struggle to keep up financial resources rules and news 	<ul style="list-style-type: none"> • To visit in person 150+ small businesses to learn how they are doing and what they need help with. • Provide 150+ packets of informational resources to each business met with. • To answer any questions and connect businesses with the answers and people they need. 	<ul style="list-style-type: none"> • All Outreach completed by October 2021 • Final report complete by November 2021 	<ul style="list-style-type: none"> • Number of businesses reached out to. • Number of businesses met with in person. • Number of businesses received follow-up support. • Report summarizing the success of the program. • Number of businesses supported through BDC guidance (if allowed to pull that info from SBDC – may be considered confidential)
Business Retention and Marketing Assistance	<ul style="list-style-type: none"> • Challenge to attract customers, particularly to restaurants and retail. • Difficult and expensive to do impactful marketing while running small business. • Difficult to attract attention and differentiate to small businesses during this time without extensive social media activity. 	<ul style="list-style-type: none"> • Continue to create family-friendly and fun programming to draw attention and customers to Redmond small businesses. • Enhance the Fuel the Dragon passport game marketing efforts to attract more customers to participating businesses. • Produce and Drive social media and videos that promote small businesses and highlight their product and services. 	<ul style="list-style-type: none"> • Program will be from July through August 2021. • Video production completed in June 2021. • Completion of event by September 2021 	<ul style="list-style-type: none"> • Number of businesses receiving marketing assistance. • Jobs associated from assistance. • Number of views, web impressions, and passport downloads. • Report summarizing program successes. • Estimated revenue to small businesses through program efforts.
New Business Ambassador Program	<ul style="list-style-type: none"> • Business opened after March 2019 received little to no federal, state or local financial aid. • New businesses are struggling to gain 	<ul style="list-style-type: none"> • Reach out to and/or meet with as many new Redmond businesses as possible that started after March 2019. • Listen to their 	<ul style="list-style-type: none"> • Completion by September 2021 • Report complete October 2021. 	<ul style="list-style-type: none"> • Number of businesses reached out to. • Number of businesses met with in person. • Number of businesses received follow-up support. • Report summarizing the success of the program.

	<p>foothold/recognition in community.</p> <ul style="list-style-type: none"> New businesses are struggling to identify tools and resources that could help them while trying to start, run and maintain their new business. 	<p>concerns, answer questions, and connect them to the people, tools and resources they need.</p>		<ul style="list-style-type: none"> Number of businesses supported through BDC guidance (if allowed to pull that info from SBDC – may be considered confidential) Number of businesses that received StartUp425 or SCORE support.
Workforce Development Analysis	<ul style="list-style-type: none"> Creation and exasperation of unemployment and underemployment issues. Possible reduction of students attending vocational schools to then fill pipeline of needed local jobs. Potential lack of job opportunities for new high school, vocational and college. 	<ul style="list-style-type: none"> Develop analysis of the under and unemployment issues in the City of Redmond. Identify best ways to reach that population to communicate opportunities. Analysis of City of Redmond future attrition issues and job functions and skills sets that will need to be filled. Begin collecting information on the types of certifications and skillsets needed for future job vacancies. 	<ul style="list-style-type: none"> Completion of all analyses by September 2021. Next Step Report drafted by October 2021. 	<ul style="list-style-type: none"> Underemployment/Unemployment Analysis completed. Identification techniques to reach this population identified. Analysis of existing City of Redmond positions that will need to be filled in next 5-10 years completed. Analysis of certifications and skills needed to fill Redmond jobs completed. Next Steps Report drafted.
StartUp425	<p>Offer foundational classes to new and existing entrepreneurs</p> <p>Respond to the COVID-19 crisis by providing assistance to regional businesses</p>	<ul style="list-style-type: none"> Foundations Seminars (30 students per Spring/Fall session) Small Business Essentials workshops (4 students – Summer) Boost Your Business (virtual bootcamp – 300 registrants, 40 vendors, 1-3 workshops – Summer/Fall) Recruit business advisors and mentors 	<ul style="list-style-type: none"> October 2021 	<ul style="list-style-type: none"> Seat full complement of participating businesses Fully staff support system of mentors and advisors Evaluation of website metrics Evaluation of outreach and communications efforts

		<ul style="list-style-type: none"> • Maintain website that provides information and resources e.g. What's Open Eastside interactive geospatial map of Eastside Businesses • Continue outreach to increase knowledge and awareness of ongoing services available to aid entrepreneurs and small business in regional recovery 		
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4. **Connection to Port of Seattle interests:** Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

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

- A. Continuation of Displaced Business Walk Program: This program is tied to economic recovery from COVID-19 and supporting local businesses that may utilize the Port of Seattle for product shipment. Information about the Port of Seattle can be included in Resource Package distributed to businesses.
- B. New Business Ambassador Program: This program is tied to economic recovery from COVID-19 and supporting local businesses that may utilize the Port of Seattle for product shipment. Information about the Port of Seattle can be included in Resource Package distributed to businesses.
- C. Workforce Development Analysis: This program is tied to workforce development and the continued efficient operations of City of Redmond government. Based on the success of this pilot program, it could be expanded to help support a workforce pipeline for the Port of Seattle as well.
- D. Business Retention and Marketing Assistance: This program is tied to economic recovery, tourism, and placemaking.
- E. StartUp425: The work of Startup 425 benefits the Port of Seattle and aligns with its business interests. This entity will recruit new ICT companies to the region while creating and growing companies locally. Specific benefits to the Port are as follows:
 - Support and education of women and minority-owned business enterprises
 - Offer training and business opportunities for local business in trade, travel, and logistics, etc.
 - Increase exports from King County
 - Establish and maintain the Puget Sound as a technology hub
 - Increase business travel at SeaTac
 - Nurture small businesses that could become qualified vendors for the Port's construction and goods and services programs.

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

Project:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
Project 1: Continuation of Displaced Business Walk Program	Small Business Assistance	\$12,000	\$25,000	\$0	\$37,000
Project 2: New Business Ambassador Program	Small Business Assistance	\$10,000	\$10,000	\$0	\$20,000
Project 3: Workforce Development Analysis:	Workforce Development	\$18,000	\$0	\$0	\$18,000
Project 4: Business Retention – Assistance with Marketing	Buy Local/ Placemaking	\$5,000	\$5,000	\$0	\$10,000
Project 5: StartUp425	Small Business Assistance and Covid-19 Response	\$15,000	\$0	\$0	\$15,000
Total Funds:		\$60,000	40,000	\$0	\$100,000
Percentage contribution to Port Funds*:		100%	66%	0%	

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

Note: Please submit all 2021 invoices with the Budget and Expenditure Excel report. As part of the application, please fill out the budget "Project Budget" (sheet 1) in the Excel worksheet. An image of the Excel worksheet is included below.

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

Programs will be executed through collaboration with five Eastside cities, OneRedmond, the King County Library System (KCLS), the Small Business Development Center (SBDC), the Small Business Administration (SBA), the Service Corps of Retired Executives (SCORE), the Greater Seattle Partners (GSP), Bellevue College, Washington State Office for Regulatory Innovation and Assistance, and many others.

7. **Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.
- The City will be partnering directly with OneRedmond for the administering of Projects A to E in support of Redmond small businesses.
 - Project F will be administered by the City of Kirkland through an interlocal agreement.

Contact Information

City: City of Redmond

Federal Tax ID: 91-6001492

Address: City of Redmond
15670 NE 85th Street
Redmond, WA 98052

Contact Name: Sarah Pyle
Title: Community Development and Implementation Manager
Email: spyle@redmond.gov
Telephone: 425-556-2426

Alternate Contact:

Title:
Email:
Phone: