

City of Redmond



Agenda

Tuesday, May 4, 2021

4:30 PM

Remote Viewing: [Redmond.gov/rctlive](https://redmond.gov/rctlive), Facebook (@CityofRedmond),
Comcast Channel 21, Ziply Channel 34, or listen at 510-335-7371

Committee of the Whole - Parks and Human Services

Committee Members

Jessica Forsythe, Presiding Officer

Jeraloe Anderson

David Carson

Steve Fields

Varisha Khan

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. Community Development Block Grant - Coronavirus Funding Allocations [CM 21-171](#)

[Attachment A: Proposed Use of Community Development Block Grant –
Coronavirus Third Round Allocation](#)

Department: Planning and Community Development, 10 minutes

Requested Action: Consent, May 18th

2. Human Services Quarterly Update [CM 21-174](#)

Department: Planning and Community Development, 15 minutes

Requested Action: Information Only

3. Redmond Senior and Community Center Update [CM 21-176](#)

[Attachment A: Design Concept](#)

[Attachment B: Executive Summary of March Public Meetings and
Questionnaire](#)

[Attachment C: Presentation](#)

Department: Parks and Recreation/Public Works, 15 minutes

Requested Action: Information Only

4. Cultural Arts Programs and Projects Update and 4Culture Grant Acceptance [CM 21-173](#)

[Attachment A: Cultural Arts Programs and Projects Update](#)

[Attachment B: 4Culture Grant Contract](#)

Department: Parks and Recreation, 10 minutes

Requested Action: Consent, May 18th



Memorandum

Date: 5/4/2021

Meeting of: Committee of the Whole - Parks and Human Services

File No. CM 21-171

Type: Committee Memo

TO: Committee of the Whole - Parks and Human Services

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	Beverly Mesa-Zendt	Deputy Director
Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Planner

TITLE:

Community Development Block Grant - Coronavirus Funding Allocations

OVERVIEW STATEMENT:

Staff is seeking approval of the Human Services Commission's recommendation for disbursement of \$392,857 for the third round of Community Development Block Grant - Coronavirus funds (CDBG-CV3). Staff will also provide an update on the second round of Community Development Block Grant - Coronavirus funds (CDBG-CV2).

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County Consortium Consolidated Housing and Community Development Plan
- **Required:**
Community Development Block Grant Program Joint Interlocal Agreement
- **Council Request:**
N/A
- **Other Key Facts:**
CDBG-CV3

HUD's Office of Community Planning and Development (CPD) posted the third-round allocations of Community Development Block Grant- Coronavirus funds (CDBG-CV3) approved by Congress as part of the Coronavirus Aid, Relief, and Economic Stability (CARES) Act. Redmond will receive \$392,857 in the allocation. Eligible activities

must be consistent with the King County Action Plan and may include mental health services, food distribution, homeless programs, legal services, tenant/landlord counseling, planning and general program administration.

On April 12, 2021 the Human Services Commission recommended allocation of the funds as outlined in **Attachment A**.

CDBG-CV2

On April 15, 2021, the King County Joint Recommendations Committee approved distribution of round 2 Community Development Block Grant - Coronavirus funds (CDBG-CV2) to Joint Agreement Cities. Redmond will receive approximately \$95,583.

Request for Proposals: A request for proposals for legal services, to prevent eviction and homelessness, was previously identified as a strategy for the disbursement of CDBG-CV3 funds. The request for proposals was presented as part of the recommended allocation of Human Services funding approved by City Council as part of the biennial budget.

The RFP will now be expanded to include supplemental food and mental health services related the prevention, preparation, and response to COVID-19 that will be paid for with CDBG-CV2 funds. Staff will bring final disbursement recommendations forward to City Council for formal acceptance of these on-time funds.

OUTCOMES:

The City will benefit from the services provided through these funds with increased mental health services for children and youth, supplemental food for seniors, emergency shelter for single women experiencing homelessness, and services supporting housing stability and the prevention of homelessness. These services are for the prevention, preparation, and response to the effects of the COVID-19 pandemic.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The required five-day notice for public comment was posted in the Seattle Times on April 1, 2021.
Opportunity for in-person public comment was held at the Human Services Commission meeting on April 12, 2021.
Opportunity for written public comment was given from April 1 through April 12, 2021.
- **Outreach Methods and Results:**
Written public notice was published in the Seattle Times.
Potential grantees were notified via email.
- **Feedback Summary:**
No public comment was received.

BUDGET IMPACT:

One-time CDBG-CV funding allocations are provided by the federal government in response to the coronavirus pandemic. Funding for staff time and resources to administer the funds are included in this amount.

Total Cost:

CDBG-CV3

\$392,857 one-time federal funding in response to the coronavirus pandemic, not in budget. Funding for staff

time and resources to administer the funds are included in this amount.

CDBG-CV2

\$95,583 one-time federal funding in response to the coronavirus pandemic, not in budget. The entirety of these funds will be allocated to services.

Approved in current biennial budget: ☐ Yes ☒ No ☐ N/A

Budget Offer Number:

N/A

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, Rounds 2 and 3 Community Development Block Grant - Coronavirus

Budget/Funding Constraints:

Funds are restricted to eligible activities identified in the legislation approved by Congress.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
None	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/18/2021	Business Meeting	Approve

Time Constraints:

Eighty percent of these funds must be expended by September 30, 2023. The balance must be expended by September 30, 2026.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, staff would need to propose a new disbursement plan and publish a 5-day public notice inviting public comment. The Human Services Commission would again review the subsequent plan and public comments, formulate a second recommendation, and submit the recommendations for a review and approval by City Council. Alternatively, the City could return the funds to the County for use by the entire CDBG Consortium.

ATTACHMENTS:

Attachment A - Proposed Use of Community Development Block Grant - Coronavirus Third Round Allocation (CDBG-CV3)



**Proposed Use of Community Development Block
Grant – Coronavirus Third Round Allocation (CDBG-CV3)**

The City of Redmond is proposing to allocate approximately \$392,857 in CDBG-CV3 funds to the following projects in response to COVID-19 related food insecurity, housing instability, and demand for emergency shelter. All projects are consistent with the objectives and policies of the King County Consortium Consolidated Housing and Community Development Plan for 2020-2025 and with federal regulations.

- \$97,859 for mental health services provided by Youth Eastside Services. CDBG-CV funds will support the increase in demand from Redmond residents for services due to the pandemic that are provided at 999-164th Ave NE, Bellevue, WA.
- \$40,000 for supplemental food for seniors. CDBG-CV funds will support purchases of food for isolated seniors through the Redmond Senior Center program operated from 15670 NE 85th St, Redmond, WA.
- \$115,712 for emergency shelter through Sophia's Place, 3032 Bellevue Way, Bellevue. CDBG-CV funds will support expanded shelter services for single adult women, in response to COVID-19.
- \$100,000 for services supporting housing stability and prevention of homelessness. CDBG-CV funds will be used to solicit proposals to address the upcoming eviction moratorium cliff for Redmond residents.
- \$39,286 for City of Redmond, CDBG-CV Program Administration provided from 15670 NE 85th St, Redmond, WA. CDBG-CV funds will be used to administer the City of Redmond's CDBG-CV program activities.

City Hall

15670 NE 85th Street
PO Box 97010
Redmond, WA
98073-9710



Memorandum

Date: 5/4/2021

Meeting of: Committee of the Whole - Parks and Human Services

File No. CM 21-174

Type: Committee Memo

TO: Committee of the Whole - Parks and Human Services

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	Brooke Buckingham	Human Services Manager
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TITLE:

Human Services Quarterly Update

OVERVIEW STATEMENT:

Staff will provide a quarterly update on the work of the Human Services staff to advance the workplan, the activities of the Human Services Commission, and the local and sub-regional response to pandemic related community needs.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Comprehensive Plan, Human Services Strategic Plan
- **Required:**
N/A
- **Council Request:**
Requested at February 2, 2021, Committee of Whole
- **Other Key Facts:**

The following is a summary of first quarter activities.

Human Services Funding Awards

- The majority of 2021/2022 contracts have been finalized. Two of 64 contracts are pending.
- Share1app, the online portal for submitting applications and reports on behalf of 16 cities in North, East, and South King County, has been reconfigured to allow for new contract information and quarterly reports to be submitted. Redmond staff is the lead administrator for this software.

- Programs have submitted first quarter invoices and reports which are being processed.

Human Services Commission

- The Human Services Commission has scheduled time at each meeting to invite new and/or not currently funded programs to share more about their services.
- The Commission has authorized the use of formerly approved cultural navigator 'set-aside' funds to support a six-month pilot program with Centro Cultural Mexicano. This program will promote access for bi- and monolingual Spanish speakers, and support for limited English proficient individuals working with Redmond Community Court and/or those who want to access the Community Resource Center services.

Vaccination Update

- Staff has been working closely with community-based organizations who are providing direct outreach and navigation support for vaccinations. Staff has been sharing resources, monitoring ongoing needs, and will be assessing whether additional funding is needed to support ongoing efforts.

Human Services Strategic Plan

- Staff has drafted a scope of work for consultant proposals to develop the Human Services Strategic Plan. This is scheduled to be released in early May.

New Supplemental Staff Member

- Staff has completed the recruitment for the supplemental staff position that will provide administrative and outreach support to the Homelessness Outreach Administrator and contract administrative support for COVID related funding disbursement. Staff hopes to on-board the new staff member in May.

OUTCOMES:

A continued focus on responding to existing and emerging community human services needs in a dynamic environment.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

\$1,407,280 provided for Housing and Human Services staff resources needed to manage the human services work program, Human Services Commission support, and homeless outreach.

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000248 - Housing and Human Services

Budget Priority:

Vibrant and Connected

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

If yes, explain:

N/A

Funding source(s):

019 Human Services Fund
100 General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 5/4/2021

Meeting of: Committee of the Whole - Parks and Human Services

File No. CM 21-176

Type: Committee Memo

TO: Committee of the Whole - Parks and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Carrie Hite	425-556-2326
Public Works	Dave Juarez	425-556-2733

DEPARTMENT STAFF:

Parks	Loreen Hamilton	Deputy Director
Public Works	Eric Dawson	Senior Engineer

TITLE:

Redmond Senior and Community Center Update

OVERVIEW STATEMENT:

Staff are presenting a preliminary design concept and cost estimate to City Council as Schematic Design begins. This design concept was created through a robust public outreach process with Opsis Architecture.

At the October 22, 2020 Special Meeting, the City Council directed staff to utilize the project budget that had been approved for Senior Center renovations to begin the design and continue public outreach for the new Senior Center and Community Center.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
 - Envision Redmond Senior Center Building Stakeholders Report March 2020
 - Redmond Community Strategic Plan
 - 2017 Community Priorities for the Future of Redmond's Community Centers Report
 - Redmond Comprehensive Plan
 - Redmond Parks, Arts, Recreation, Culture, and Conservation (PARCC) Plan
 - Redmond Facilities Strategic Management Plan

- 2017-2022 Redmond Capital Investment Program (CIP). Redmond Zoning Code 21.10.070B

- **Required:**

City Comprehensive Plan: FW-23, CC-12, PR-19, PR-35, PR-36, PR-37, PR-38, UC-19, UC-20, DT-12, and DT-15, Redmond Zoning Code-RZC 21.10.070B

- **Council Request:**

On October 22, 2020, Council provided direction to utilize the existing \$15,000,000 budget for Senior Center renovations to begin design of the new Senior and Community Center

- **Other Key Facts:**

N/A

OUTCOMES:

The desire to build and open a Senior and Community Center within three years has been well documented by stakeholders, citizens, and City Council.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

01/09/20-Stakeholder Conference Call

01/15/2020-Public Meeting Facilitated by EnviroIssues and Patano

01/16/2020-Lunch Briefing with Seniors

01/23/2020-Public Meeting Facilitated by EnviroIssues and Patano

02/06/2020-RYPAC-Senior Center Discussion

02/10/2020-Community Centers Open House-Facilitated by Patano

02/24/2020-Stakeholder Meeting #1-Facilitated by EnviroIssues

03/05/2020-Stakeholder Meeting #2-Facilitated by EnviroIssues

12/14/2020-Project update for stakeholder and "Meet and Greet" with architect team

01/11/2021-Project Stakeholder Group Meeting #1

01/25/2021-Project Stakeholder Group Meeting #2

02/01/2021-Outreach to local businesses, nonprofits, partners, organizations, community members, BIPOC communities, etc leading up to Public Meetings

02/17/2021-First online questionnaire launches (closes on 3/10/2021)

02/24/2021-Virtual Public Meeting #1 (Senior focused day time & general public evening)

03/01/2021-Outreach to local businesses, nonprofits, partners, organizations, community members, BIPOC communities, etc leading up to Public Meetings

03/01/2021-Project Stakeholder Group Meeting #3

03/22/2021-Project Stakeholder Group Meeting #4

03/24/2021-Virtual Public Meeting #2 (Senior focused day time & general public evening)

03/24/2021-Second online questionnaire launches (closes on 4/3/2021)

05/24/2021-Project Stakeholder Group Meeting #5

06/21/2021-Project Stakeholder Group Meeting #6

-Parks & Trails Commission Briefing - 1st Thursday of each month

-Redmond Arts & Culture Commission Briefing - 2nd Thursday of each month

-Senior Advisory Committee Briefings - 3rd Thursday of each month

- **Outreach Methods and Results:**

Outreach Methods: public meetings, email, city newsletters, city website, lunch briefings with seniors, postcard mailers, social media posts, press releases, online surveys, results-gathered by online surveys, paper surveys, monthly Encore updates to seniors, and comment cards

- **Feedback Summary:**

Feedback included items such as build a larger facility than what formerly existed at the Senior Center, with the understanding that Redmond's existing recreation spaces are already underserving its senior population, as well as other demographic groups. Future growth is expected and needs to be addressed by considering future demand and trends that keep our community healthy, active, and connected across neighborhoods, ages and cultures.

BUDGET IMPACT:

Total Cost:

\$41 million

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

CIP

Budget Priority:

Infrastructure, Healthy and Sustainable, Vibrant and Connected

Other budget impacts or additional costs:

☒ Yes

☐ No

☐ N/A

If yes, explain:

The City has \$17M currently set aside in the CIP. It was to fund improvements prior to the building being closed due to safety concerns. A State Capital Budget request for \$5 million was submitted and \$1.25 million was included in the adopted Capital Budget. In addition, the City has submitted two federal requests for the facility, for \$5M and \$10M respectively. Staff is also working on a capital campaign to invite the community to invest in this facility. The finance department is working on identifying additional funds to allocate to this project.

Funding source(s):

CIP-\$17M

State Capital Adopted Budget-\$1.25M

Additional requests to the Federal government of \$5M and \$10M

Staff is working with OneRedmond to launch a capital campaign in the community

Budget/Funding Constraints:

Councilmanic Bonds will be needed to fill the remaining budget needed. Staff is working on keeping this amount within the budget policy that was adopted by the City Council in October 2020.

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/17/2019	Business Meeting	Receive Information
12/3/2019	Business Meeting	Receive Information

Date: 5/4/2021

Meeting of: Committee of the Whole - Parks and Human Services

File No. CM 21-176

Type: Committee Memo

2/11/2020	Study Session	Receive Information
2/25/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information
3/3/2020	Committee of the Whole - Parks and Human Services	Receive Information
6/2/2020	Committee of the Whole - Parks and Human Services	Receive Information
6/23/2020	Study Session	Receive Information
7/7/2020	Committee of the Whole - Parks and Human Services	Receive Information
7/28/2020	Study Session	Receive Information
8/4/2020	Committee of the Whole - Parks and Human Services	Receive Information
8/11/2020	Committee of the Whole - Planning and Public Works	Provide Direction
9/1/2020	Committee of the Whole - Parks and Human Services	Provide Direction
9/15/2020	Business Meeting	Approve
10/22/2020	Special Meeting	Approve
12/1/2020	Committee of the Whole - Parks and Human Services	Receive Information
1/5/2021	Committee of the Whole - Parks and Human Services	Approve
1/19/2021	Business Meeting	Approve
2/9/2021	Committee of the Whole - Planning and Public Works	Approve
2/16/2021	Business Meeting	Approve
3/9/2021	Study Session	Receive Information
4/6/2021	Committee of the Whole - Parks and Human Services	Receive Information
4/20/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
06/01/2021	Committee of the Whole - Parks and Human Services	Receive Information
06/22/2021	Study Session	Receive Information
07/06/2021	Committee of the Whole - Parks and Human Services	Receive Information
07/06/2021	Business Meeting	Receive Information
07/20/2021	Business Meeting	Approve
08/03/2021	Committee of the Whole - Parks and Human Services	Receive Information
09/07/2021	Committee of the Whole - Parks and Human Services	Receive Information
10/05/2021	Committee of the Whole - Parks and Human Services	Receive Information
11/02/2021	Committee of the Whole - Parks and Human Services	Receive Information
12/07/2021	Committee of the Whole - Parks and Human Services	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

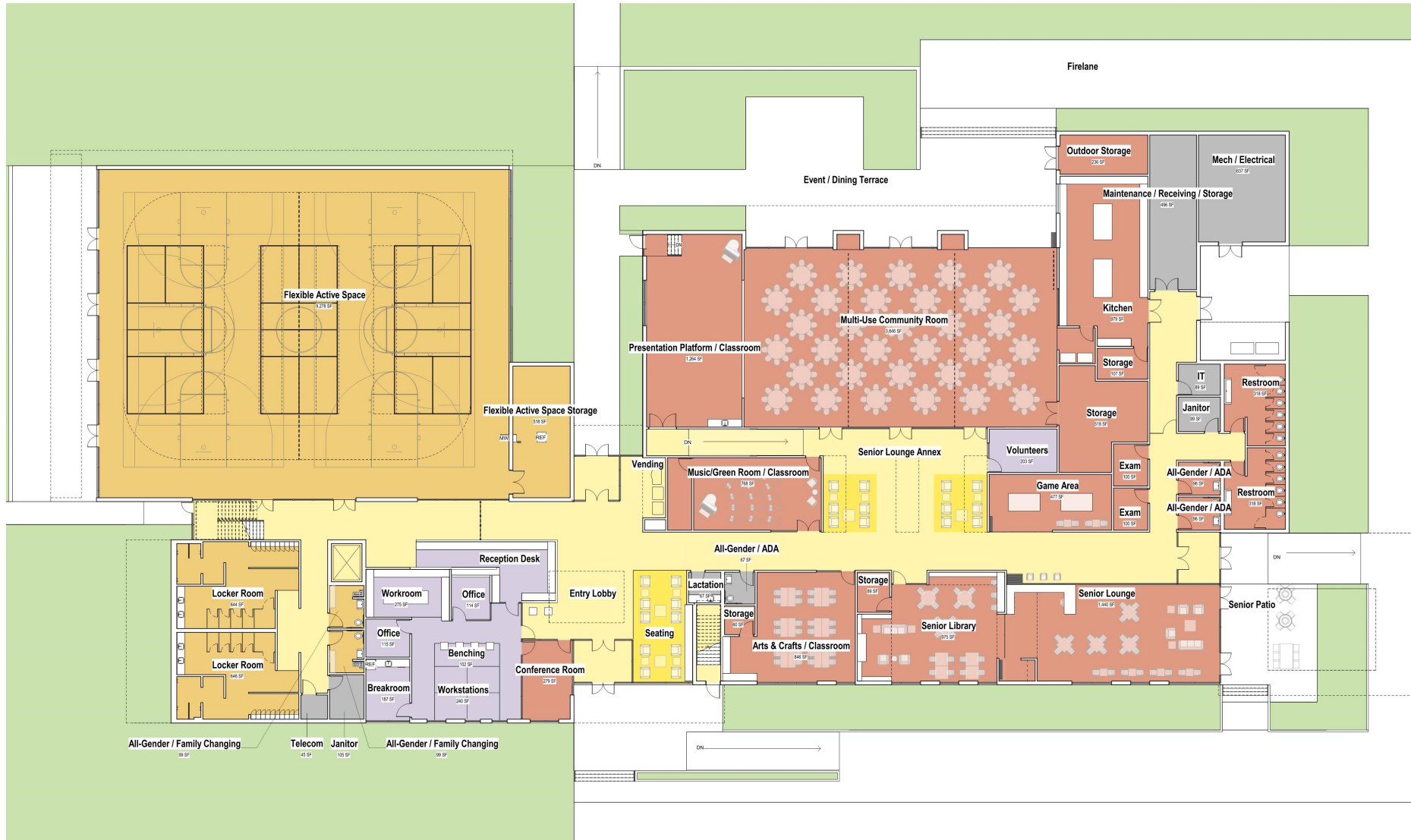
N/A

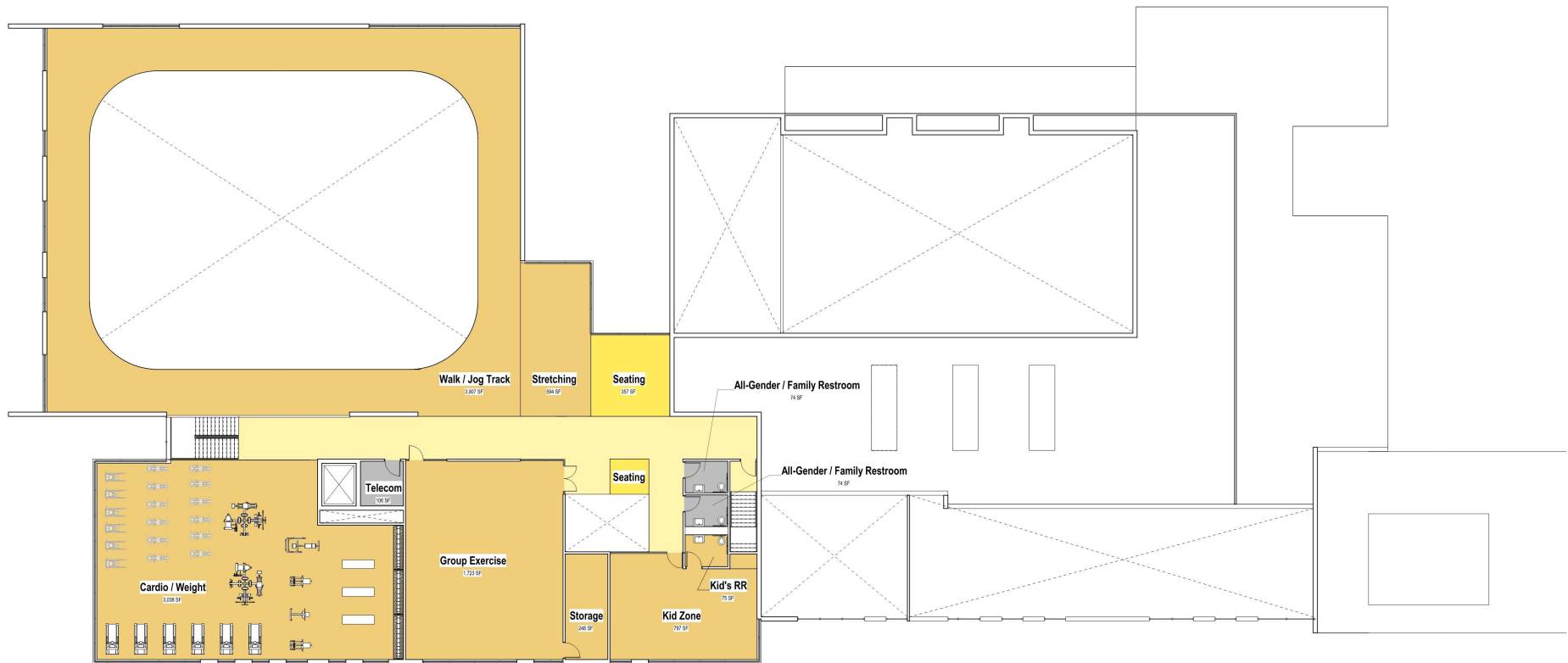
ATTACHMENTS:

Attachment A - Design Concept

Attachment B - Executive Summary of March Public Meetings & Questionnaire

Attachment C - PowerPoint Presentation





SPRING OUTREACH SUMMARY: PUBLIC MEETINGS AND QUESTIONNAIRE

This summary memo includes highlights from the second set of public meetings with the Redmond community and seniors on March 24, 2021 and the 414 community questionnaires collected from March 24 to April 14, 2021. These data are to inform conversations underway between the Parks staff, the Recreation Stakeholder Group, and City Council.

The public involvement findings ensure project alignment on the senior and community priorities of this project, which were developed with the Recreation Stakeholder Group. These priorities have been shared since early March in briefings with community groups, City Council, and the public.

Senior Priorities

- ✓ Welcoming, inviting, and feels like a second home
- ✓ Flexible, user-friendly spaces
- ✓ Designate senior spaces with priority access during peak hours for senior program use
- ✓ Increase the square footage of spaces for programs that were at or near capacity before closure
- ✓ Safety and noise control
- ✓ Proximity of senior spaces to facility entrance, with more ADA and van space
- ✓ Increase active older adult and healthy aging options with dedicated fitness and wellness space

Community Priorities

- ✓ Larger, enhanced, and dedicated senior activities, services, and programs that are welcoming and accessible to serve our displaced senior population
- ✓ Increasing accessibility and services for all ages with more flexible rooms and universal design
- ✓ Implementing environmentally sustainable building materials, programs (e.g., community solar panels), and operations
- ✓ Designing activities, services, and program areas that meet the needs of the community today and tomorrow
- ✓ Building community across ages and cultures
- ✓ Providing varied and affordable recreation and fitness programs
- ✓ Providing community rental space for cultural gatherings and events

Public input opportunities

Public review and input are essential components of the planning and design of the proposed Redmond Senior & Community Center. The objective of public outreach is to promote awareness, listen to community input, gain feedback on design elements that are high priorities, and collect questions and comments from seniors and the community. Members of



the community have been invited to participate at key points in the project to ensure alignment with the senior and community priorities. Additional efforts to reach the displaced senior population and receive their input have been made.

Two public meetings were held on March 24 and an online questionnaire was open March 24 through April 14.

Outreach efforts to promote the Public Meetings and Community Questionnaire included:

- *Facebook and Instagram:* City of Redmond's Parks and Recreation Facebook page promoted the questionnaire on March 27, March 29, April 1, and April 14 to over 10,000 followers.
- *Outreach to Seniors:* Over 100 seniors picking up lunch on March 24 and March 31 received a printed copy of the information from the public meeting with physical comment cards to be returned. Phone calls were made to seniors who did not receive lunches. Monthly updates have been made in the Encore Newsletter mailed to over 1,500 seniors each month.
- *E-News blurb:* City and Parks E-News promoted the questionnaire through 5 stories, to over 28,000 subscribers.
- *Staff outreach:* City staff emailed a link to the questionnaire to current and past renters, community partners, activity and league participants, volunteers, and community groups through email.
- *Project Website:* The questionnaire link was posted to the main project website starting March 24. Promotions for the public meeting were made with duplicate links and banners beginning in early March.



HELP SHAPE THE DESIGN



Redmond
SENIOR & COMMUNITY CENTER
Building our future TOGETHER

YOUR INPUT MAKES A DIFFERENCE



Help Shape the Design of the Redmond Senior & Community Center

We want to hear from you! Redmond plans to build a new Redmond Senior and Community Center on the site of the former Redmond Senior Center. The new facility is proposed to be a larger, expanded facility with a dedicated senior center, large community room, active recreation area, and enhanced outdoor areas.

In our first questionnaire last month, we heard from nearly 750 community members about the priorities and interests. Now is the time to provide input on the amenities, programs, and facility design features that will guide schematic design.

Questionnaire #2 Overview and Key Takeaways

A total of 414 responses were submitted online. The results presented in this summary were not weighted and reflect the distribution of responses received.

Table 1.0: Participant Demographics

Subgroup	% of Questionnaire	Subgroup	% of Questionnaire
Female	73%	Caucasian	76%
Male	24%	People of color	15%
Under 50	27%	Live in Redmond	77%
50-62	44%	Work in Redmond	34%
Seniors 62+	27%	Shop, socialize, or recreate in Redmond	74%

The purpose of the second questionnaire was to:

- Determine **if respondents agree** the proposed program adjacencies meet the needs and priorities of the project
- Identify **top features and additional needs** within the Community Room, senior-dedicated program areas, and active recreation spaces
- Assess demand and **projected usage** of different classes or activities in the new facility

Overall responses emphasized the following overarching themes:

- Flexibility in how different rooms can be used
- Improved accessibility features that prioritize comfort and safety
- Increased program capacity to serve Redmond now and in the future
- An inviting and friendly atmosphere in the senior-dedicated spaces

Over 85% of questionnaire respondents agree that the proposed concepts for the Community Center, senior program areas, and recreation spaces meet the defined project need.

There are small, insignificant differences by age with widespread consensus that the room concepts fulfill the project priorities. The most common suggestions for the Community Room that would enhance enjoyment and usage included:

- Acoustics that can be customized for different programs and users
- Large windows and natural light
- Easy access to the outdoor terrace
- Consideration given to sound and acoustics for multiple programs throughout the facility

Seniors over age 62 expressed the priorities listed above but additional listed priorities focused on:

- Accessibility in all spaces for all mobility needs
- Access to restrooms
- Features that create a welcoming and friendly feel in the building
- Access to food and beverages in addition to senior lunches and coffee
- Computer workstations

Senior comments focused on concerns that space will be in high demand and that senior dedicated spaces would not be used for these purposes. Among seniors over 62 years of age:

- 61% would use the Community Room (46% weekly, 15% daily)
- 75% would use senior-designated spaces (55% weekly, 20% daily)
- 72% would attend fitness classes or use the gym weekly (63% weekly, 9% daily)

The age group of rising seniors, those between 50 and 62 years of age indicated:

- 31% would use the Community Room (26% weekly, 5% daily)
- 44% would use senior-designated spaces (40% weekly, 4% daily)
- 55% would attend fitness classes or use the gym (43% weekly, 12% daily)

Younger respondents prioritize flexible room layouts, technology/acoustics, and how and which rooms could be used by rental groups. Among those under 50 years of age:

- 13% would use the Community Room (11% weekly, 2% daily)
- 41% would attend fitness classes or use the gym (35% weekly, 6% daily)

In responding to the potential design of recreation and fitness areas, all ages prioritized flexible design and a divisible gymnasium area for multiple uses. Respondents under 50 ranked indoor sports such as basketball higher than seniors and expressed slightly higher interest in the locker room amenities. Additional suggestions for recreation areas included:

- mirrored walls in the weights and group exercise group,
- space in the gym for table tennis,
- good ventilation,
- space for large fitness classes (40+ people),
- vary times where seniors are given priority usage,

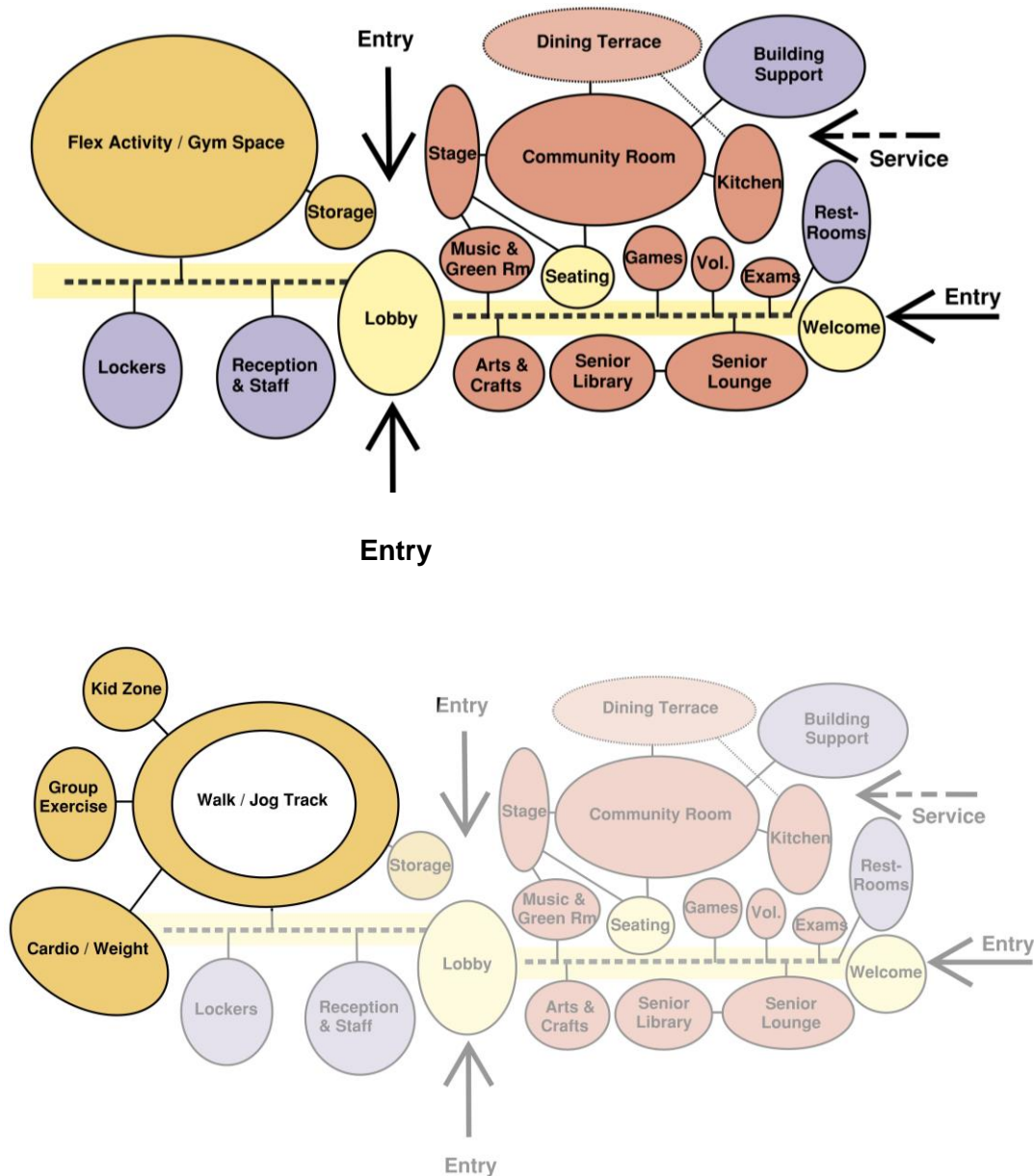
It is notable that many comments suggest the public believes this facility will include aquatics.

Respondents were asked to share how the City of Redmond could more effectively inform the community about the project. About 50 people (14%) provided suggestions of what the City could do to help them stay engaged with the project. Over 30% of all the suggestions were to provide regular email updates on the project. Other suggestions included: dialogue with City Councilmembers, social media postings, mailers, and questionnaires.

Public Meeting #2 Overview and Key Takeaways

On March 24, the City offered two public meeting sessions to inform and update the community about the project timeline and priorities, share program adjacencies, and listen to the needs and priorities of residents. A senior only session occurred during the day, and a community session in the evening.

The proposed program adjacencies were presented in these sessions for the first time.



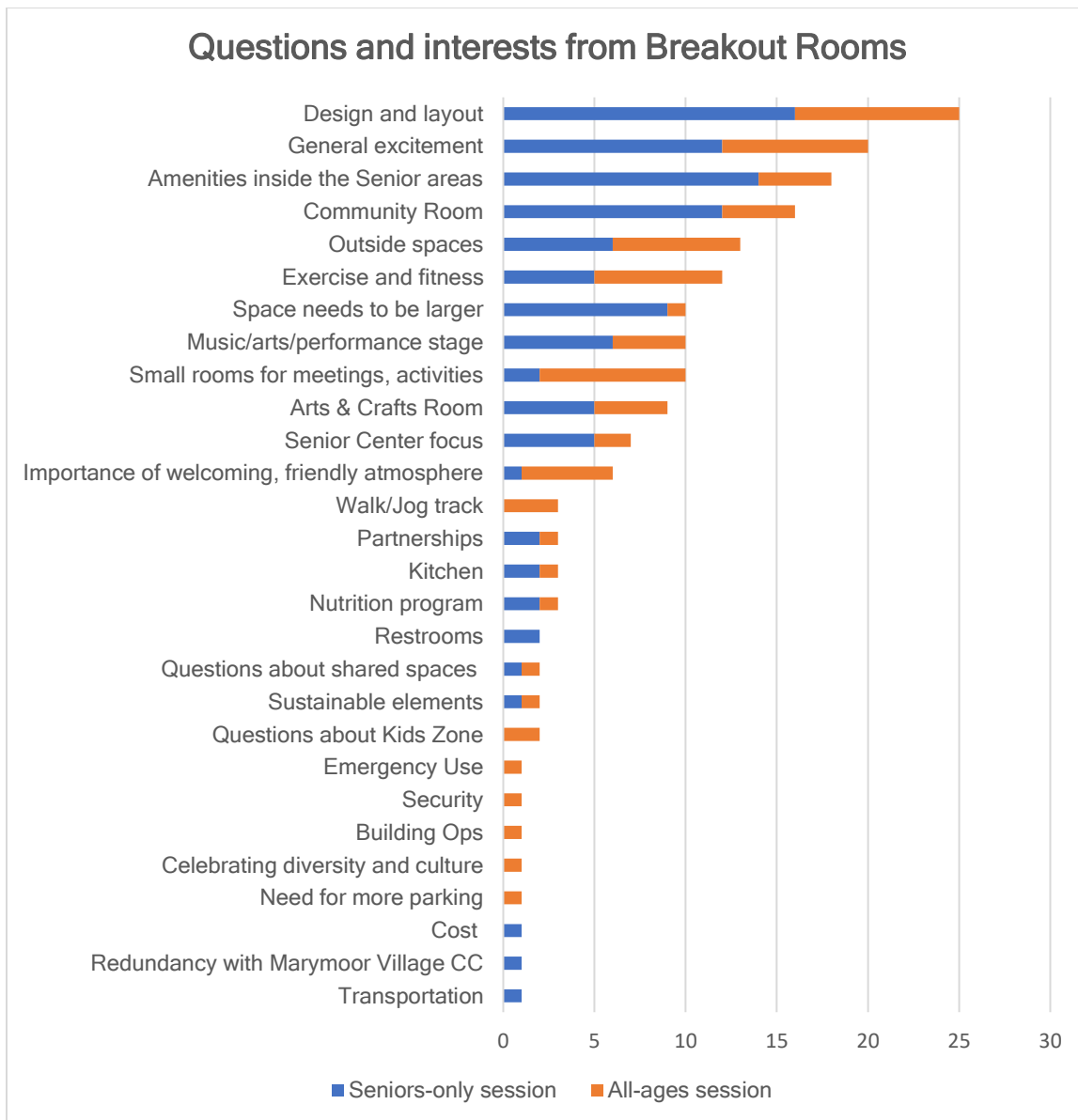
Over 100 people attended the daytime or evening session with city staff and design team representatives.

Both sessions included many positive comments about the design and efforts being made to listen to the community. Participants expressed appreciation that input from the first public meetings and first questionnaire were sewn into the program adjacencies shared.

In the seniors-only session, the participants were passionate about senior-dedicated spaces such as the lounge and library areas. Many participants said the square footage of spaces in the former Senior Center were inadequate and too small. As a result, there was strong interest in optimizing the large Community Room to serve more lunches, accommodate multiple programs at once, and leverage access to the proposed outdoor dining terrace. Suggestions related to accessibility continued to be a strong theme (e.g. entrance ramps, ADA restrooms, and wide hallways and walkways for all seniors, but especially users in walkers and wheelchairs.)

In the all-ages session, participants expressed the need for reservable community meeting rooms (i.e. for book clubs, HOA meetings, etc.) and fitness classes, and shared excitement about resuming pickleball, jazzercise, and popular community events. There was strong interest about program schedules, prioritization of activities, and best practices for operating an all-ages community center.

A synthesis of the questions and comments received in breakout room discussions illustrates the topics of interest to public meeting attendees:



Conclusions from Public Involvement

The program phase of design is now complete. Schematic design is underway. Since January 2021, when the first phase of outreach began, the continued priorities of the community have been:

- Support for **a larger facility** (42,000 to 46,000 square feet) compared to the former Senior Center;
- An expansion of city-owned **recreation space** such as a gym, including more fitness classes, and healthy aging programs;
- A building that is **inclusive and welcoming** for all, especially Redmond's displaced senior population
- A **project budget** of up to \$40 million

- **Improved accessibility** throughout the new building
- **A partner** that meets the city's criteria of timing, finances, and synergy
- A thoughtful design and implementation/operations plan that supports the unique needs of seniors, but also accommodates **the growing demand for community space** from younger age groups

Next Steps

Public involvement will continue during the schematic design phase in the following ways:

- ✓ Visit the project website at www.RedmondCommunityCenter.org and leave a comment
- ✓ Email the project inbox at comment@redmondcommunitycenter.org
- ✓ Mail a comment or question to the Parks Department
- ✓ Call the Redmond Customer Service phone number (425-556-2900) to speak with someone about the project
- ✓ Attend upcoming City Council meetings through July



Redmond
SENIOR & COMMUNITY CENTER
Building our future TOGETHER

Redmond Senior & Community Center Preliminary Cost & Design Concept

May 4, 2021



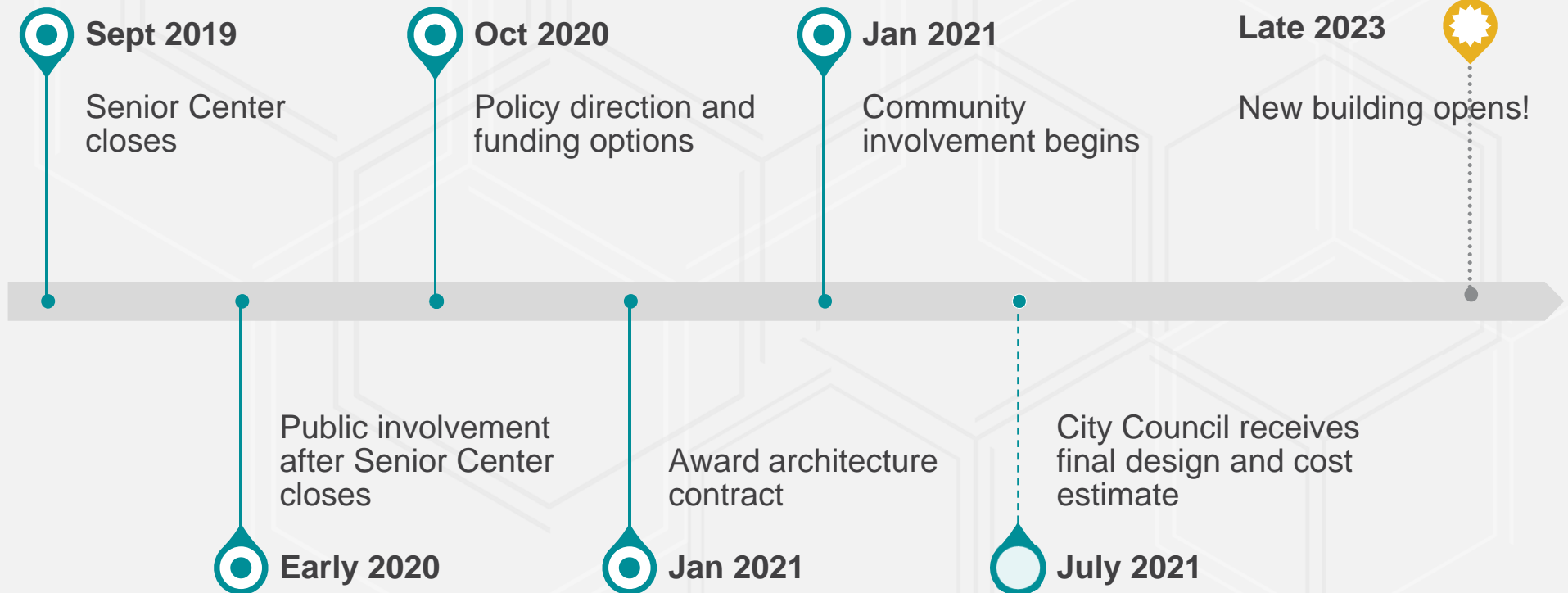


Project Timeline

Overall Project Timeline



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Project Milestones for Council Decision



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- ☒ 1/19/2021 – Approve Architect Agreement
- ☒ 2/16/2021 – Approve Owner's Rep Agreement
- ☒ April/May 2021 - Approve GCCM Pre-Construction Agreement
- ☐ July 2021 – Approve Schematic Design & Project Budget
- ☐ November 2021 – Approve Early Construction Package
- ☐ April 2022 – Approve MACC, Architect, and Owner's Representative Amendments for Construction



Additional City Council Touchpoints



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- ☒ 3/9/2021 – Study Session – Program Information & Preliminary Public Feedback
- ☐ 5/4/2021 – PHS Committee of the Whole– Preliminary Cost Estimates & Building Size
- ☐ 6/22/2021 – Study Session – Rough Schematic Design & Cost
- ☐ 7/6/2021 – Update on Building Design & Cost Estimate
- ☐ 7/20/2021 – Approve Schematic Design & Project Budget





Community Involvement

Public Meetings – March 24, 2021



Senior Only (1-3 pm) and All Ages (6:30-8:30 pm)

- Room flexibility for greater facility usage
- Ensure improved accessibility for all spaces that prioritize comfort and safety
- Increase program capacity to serve Redmond now and in the future
- Inviting and friendly atmosphere that creates a second-home for our displaced senior population
- Create spaces that can be rented for events, meetings, and community activities
- High levels of excitement at the continued movement of the project!

Questionnaire Results (N=414)



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85%

agree that the
proposed concepts
meet the defined
project need

84%

focus on senior spaces,
community event space,
and recreation

Community Room

- 61% over 62
- 31% 50-62 years
- 13% under 50

Active Recreation Spaces use by age:

72% over 62

55% rising seniors (50-62)

41% under 50

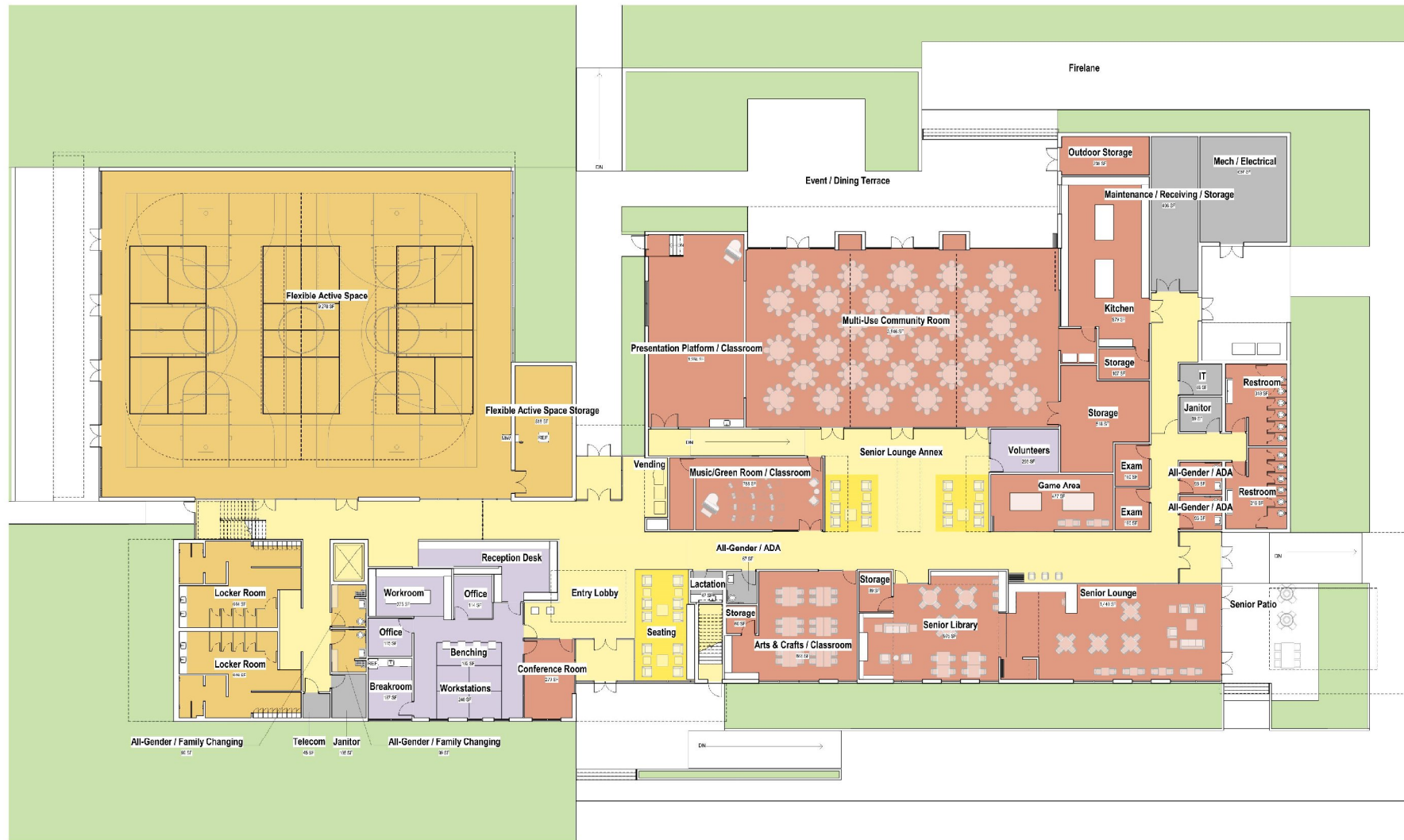
Features wanted:

- Acoustics that can accommodate various programs and uses
- Large windows and natural light
- Easy access to the outdoor spaces
- Accessibility in all spaces for all mobility needs
- Mirrored walls in exercise spaces
- Create a welcoming and friendly space

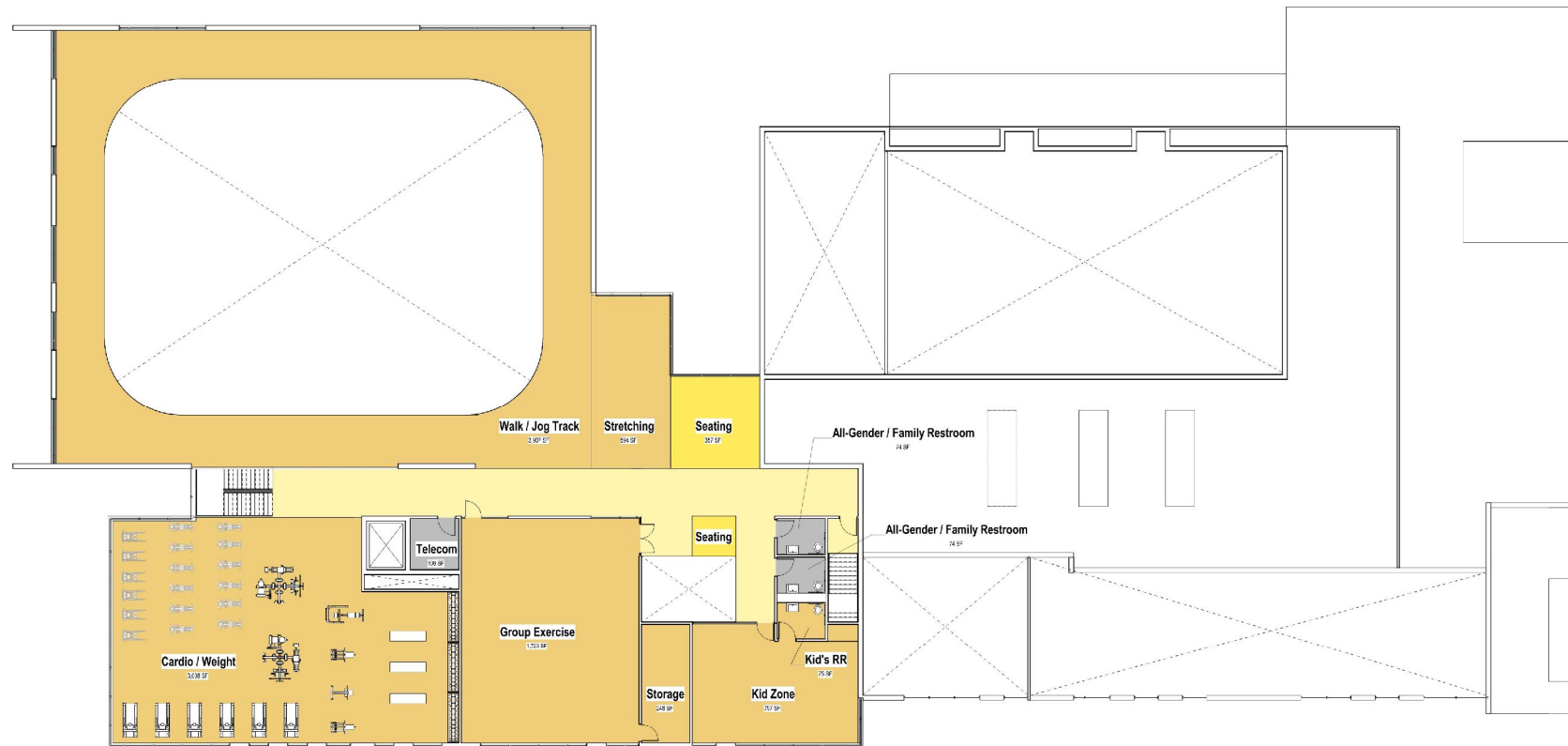


Design Concept

Floor 1



Floor 2





Cost Estimate

Rough Cost is \$41 million



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Includes:

- MACC - \$31 million (including contingencies)
- Soft Costs - \$10 million

Assumes:

- LEED Gold Certification from US Green Building Council
- High quality, resilient, sustainable building materials
- All electric building



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Thank you

Carrie Hite, Parks and Recreation Director

chite@Redmond.gov | 425-556-2326

Loreen Hamilton, Parks and Recreation Deputy Director

lhampilton@Redmond.gov | 425-556-2336

Eric Dawson, Project Manager

ecdawson@redmond.gov | 425-556-2867





Memorandum

Date: 5/4/2021

Meeting of: Committee of the Whole - Parks and Human Services

File No. CM 21-173

Type: Committee Memo

TO: Committee of the Whole - Parks and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Carrie Hite	425-556-2326
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DEPARTMENT STAFF:

Parks	Bethany Kennedy	Engagement Manager
Parks	Chris Weber	Cultural Arts Administrator

TITLE:

Cultural Arts Programs and Projects Update and 4Culture Grant Acceptance

OVERVIEW STATEMENT:

The purpose of this presentation is to provide an update on Cultural Arts Programs & Projects in 2021. In addition, City staff are seeking approval from City Council to authorize the Mayor to accept a 4Culture Grant Contract in the amount of \$17,580 to fund Cultural Arts projects.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2013 Cultural Corridor Master Plan, 2015 PARCC Plan, 2017 Public Art Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Cultural Arts programs and projects enhance livability in Redmond and contribute to making Redmond a great place to

live, work, play, and invest. The 4Culture Grant will fund cultural arts programs, specifically the 2nd annual Public Art Intensive Eastside workshop and temporary art exhibit.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:
000249 (Arts & Community Events)

Budget Priority:
Vibrant & Connected

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

If yes, explain:
N/A

Funding source(s):
Arts Activity Fund, 1% Arts Ordinance, 4Culture Grant

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/18/2021	Business Meeting	Approve

Time Constraints:

Recommending approval to approve/accept the 4Culture Grant Contract in May to receive funds for Fall projects.

ANTICIPATED RESULT IF NOT APPROVED:

Reduced funding available for Fall 2021 projects.

ATTACHMENTS:

Attachment A: Cultural Arts Programs & Projects Update

Attachment B: 4Culture Grant Contract

Cultural Arts Programs & Projects Update for 2021

May 4, 2021

Chris Weber, Cultural Arts Administrator

Lorna Velasco, Cultural Arts Coordinator



2021 Art Season Grant Recipients

.....

- Tiny Workshop Studio
- Apex Artist Profile
- From Me to You (From You to Me)
- Rainbow on the Eastside
- Chrysalis Circus
- (Virtual) Poets in the Park
- House of Kala
- Drawing Herd
- Black Cinema Collective
- Dia de Muertos
- Semilla Flamenca





Poet Laureate 2021 Focus

.....

Raul Sanchez

- National Poet Laureates
- Youth Poet Laureates
- Redmond Poet Laureates
- Poetry Zine
- National Poetry Month
- “Flower Song”

Public Art Intensive Eastside

.....

- 2nd annual workshop returning in September 2021
- 3 Saturday workshops on public art for emerging artists



Changes in 2021

.....

- Artist-in-Residence
- Creative Consultancy
- So Bazaar





Public Art Program



We are
here



Q2
2021

Redmond Pool
Art by
Pete Goldlust &
Melanie Germond



Q4
2023

152nd in Overlake
Art by
Horatio Law



SR 520 Tunnel
Art by
Synthesis Design

Q2
2021



Lower Bear Creek
Art by
Tyson Simmons
and *Keith Stevenson*

Q3
2021



Redmond Arts & Culture Commission

.....

- We welcome five new Commissioners in 2021
- Recruiting one new member this month
- Planning for joint meeting with City Council in August





4Culture Grant Contract Approval

City of Redmond was awarded a 4Culture grant for \$17,580

- *We are seeking authorization for the Mayor to accept 4Cultures Grant Contract in the amount of \$17,580 for use funding Cultural Arts projects*



Thank You

Any Questions?

Chris Weber, Cultural Arts Administrator / cweber@redmond.gov

Lorna Velasco, Cultural Arts Coordinator / cweber@redmond.gov





GRANT INFORMATION

TEL 206.296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Redmond
Chris Weber
Cultural Arts Administrator
PO Box 97010
Redmond, Washington 98073
(425) 556-2313

Your Contract #: 121169A
Arts Sustained Support - 1750
Motion #: 2021-09

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$17,580.00 for the *2021 Arts Sustained Support* project. The contract starts on 01/01/21 and ends on 12/31/21.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

City of Redmond and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2021 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

When possible under the circumstances of the COVID-19 pandemic: The RAP aims to engage the community in meaningful and impactful ways through high-quality art that is free and accessible to the public and includes:

Poet Laureate Program: Our current Poet Laureate Melanie Noel is particularly interested in working with the senior population and also engaging our ethnically-diverse community through a poetry translation program.

Artist in Residence Program: Maja Petric, our current Artist in Residence, engages our technology-forward community in cutting-edge digital art, with installations at Redmond Lights in 2017 and 2018, at the Downtown Park Grand Opening, and the community center.

Moving Art Center Programming: This year, the Moving Art Center hosted the Derby Days Community Stage, where local arts groups and performers have an opportunity to showcase their talent to their community. In addition, RAP hosted the Moving Art Center at Downtown Park this fall, where we partnered with KEXP to produce a concert series to engage with our millennial demographic.

So Bazaar: This night market engages numerous platforms for the arts including visual arts, performing arts and culinary arts, specifically targeting local, Eastside artists.

Redmond Lights: A winter event that celebrates the City's diverse winter musical and performance based traditions, cultures and faiths through performance and increasing artist light installations. The RAP also administers the Redmond Arts Season, an annual grant program that supports quality arts and cultural programs with a strong public benefit with meaningful efforts to create community participation and reach diverse and underserved audiences.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Specific Scope, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please complete any required enclosures and upload them via our website at the link below. Enclosures with private information (e.g. social security numbers on a W-9) may also be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the contract:**
 - [W-9](#)

- b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture's website: [Manage Your Award](#).
- 3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to Section I, C. of the contract. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.

- 4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at DocuSign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

AGENCY SERVICES CONTRACT

THIS CONTRACT is entered into by the CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the Contractor as named on the attached Contract Information Sheet. The Contractor is an art, cultural, preservation or historical organization or specialist identified by 4Culture as qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board of Directors approved providing funds for this project in the motion referenced in the Contract Information Sheet.

4Culture desires to provide funds with which the Contractor shall render certain services to King County citizens. Such services are for the benefit of King County citizens and are provided by museums, performing arts experiences, heritage services and preservation activities and are consistent with those defined in RCW 67.28.180 ("Public Benefit Services").

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the Grant Information cover sheet.

B. Purchase of Services. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred solely in accordance with the Project Proposal and Budget made by the Contractor, and the final agreed upon Specific Scope of Services identified by 4Culture. The work described generally by the Project Proposal and Budget and more specifically by the Specific Scope of Services, including an identified Public Benefit shall hereinafter be referred to as the "Project".

C. Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, with the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or by the use of the **4Culture logo**.

D. The Contractor agrees to notify 4Culture whenever possible in advance of any public benefit Project activities.

II. DURATION OF CONTRACT

This Agreement shall commence and terminate on dates noted on the Contract Information Sheet. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

III. COMPENSATION AND METHOD OF PAYMENT

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the services contracted for and otherwise fulfilling all other requirements specified in this contract in an aggregate amount indicated on the Contract Information Sheet.

B. Contractor shall submit an invoice and any reports required, not more than 30 days after the completion of each specified phase identified there. 4Culture will initiate authorization for payment after approval of corrected invoices and reports. 4Culture shall make payment to the contractor not more than 60 days after an approved invoice is received.

C. Contractor shall submit its final invoice and all outstanding evaluations, reports and deliverables within 30 days of the date this Agreement terminates. If the contractor's final invoice and reports are not submitted by the day specified in this subsection, 4Culture will be relieved of all liability for payment to the contractor of the amounts set forth in said invoice or any subsequent invoice.

D. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement and any other right or remedy available to 4Culture at law or in equity.

IV. TERMINATION OF AGREEMENT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if 4Culture determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

V. MAINTENANCE OF RECORDS

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

VI. AUDITS AND EVALUATIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

VII. PROPRIETARY RIGHTS

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement, solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

VIII. FUTURE SUPPORT

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. To the extent allowed by law, the Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, 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" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture, its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright.

X. CONFLICT OF INTEREST

A. Chapter 42.23 RCW (Code of Ethics for Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

B. In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

XI. INSURANCE REQUIREMENTS

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Bests' surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

XII. NONDISCRIMINATION

A. During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

B. The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

XIII. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of Contractor and the Executive Director of 4Culture at the addresses first written above. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIV. GENERAL PROVISIONS

No modification or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. 4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

XV. ATTORNEYS' FEES; EXPENSES

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture's legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

XVI. SURVIVAL

The terms and conditions of Sections III, V, VI, VII, VIII, IX, XI, XII, XIII, XIV and XV shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:

CONTRACTOR:

APPROVED AS TO FORM: