

City of Redmond



Agenda

Tuesday, April 27, 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 - Finance, Administration, and Communications

Committee Members

Vanessa Kritzer, Presiding Officer

Jeralae Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Tanika Kumar Padhye

AGENDA

1. Provide City Council with an Overview of the 2021-2022
Communications and Community Involvement Plan [CM 21-090](#)
[Attachment A: Brand Style Guide](#)
Department: Executive, 15 minutes
Requested Action: Information Only
2. Approval of the Addition of Executive Deputy Director [CM 21-169](#)
Position to the Non-Represented Pay Plan
[Attachment A: Current Executive Org Chart](#)
[Attachment B: Revised Executive Org Chart With Deputy](#)
[Attachment C: Non Represented Pay Plan](#)
Department: Executive, 10 minutes
Requested Action: Consent, May 4th
3. Approval of a Contract for the Prosecuting Attorney's [CM 21-166](#)
Electronic Case Management System with Karpel Solutions in
the Amount of \$83,420
[Attachment A: Business Case](#)
[Attachment B: Contract](#)
Department: Executive, 5 minutes
Requested Action: Consent, May 4th
4. Approval of the Flexible Spending Account (FSA) Plan Change [CM 21-160](#)
Recommendation in Response to the American Rescue Plan
Act Signed into Law on March 10, 2021
Department: Human Resources, 10 minutes
Requested Action: Consent, May 4th
5. 100% Federal COBRA Subsidy and Long-Term Care Benefit [CM 21-161](#)
Program
[Attachment A: COBRA Premium Assistance under ARPA](#)
[Attachment B: LTSS Trust Act One-Pager](#)
Department: Human Resources, 5 minutes
Requested Action: Information Only

6. Monthly Financial Report/Quarterly Overtime Report

[CM 21-170](#)

[Attachment A: March 2021 Monthly Financial Report](#)

Department: Finance, 15 minutes

Requested Action: Information Only



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-090

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
Executive	Lisa Maher	425-556-2427

DEPARTMENT STAFF:

Executive	Jill Smith	Communications and Marketing Manager
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TITLE:

Provide City Council with an Overview of the 2021-2022 Communications and Community Involvement Plan

OVERVIEW STATEMENT:

The City's Communications Division provides a variety of services towards our vision to, "effectively inform and meaningfully engage the community via timely and transparent communication efforts."

The principles that drive our work include to (1) communicate effectively and inclusively, (2) be timely, accurate, and concise, (3) standardize by the City brand, and (4) utilize a variety of means and platforms.

Below is a list of the services the Communications Division provides, and the tools and platforms used to deliver these services to the community.

Communication Services • Community involvement • Graphic design • Web/digital design • Videography • Photography • Media relations • Marketing/promotion • Writing/editing • Translation/interpreters • Emergency communications • Stakeholder facilitation • Training/consulting
Mayoral Communications • Staff messaging/presentations • Council messaging • Community presentations • Event remarks/speeches • Media quotes • Emergency messaging • Editorials

Communication Tools & Platforms • Website (Redmond.gov) • Questionnaires/polls/community outreach (LetsConnectRedmond.com) • Social Media (Facebook, Twitter, Instagram, YouTube) • Print newsletter (Focus) • Digital newsletters, emails (GovDelivery) • Press releases (GovDelivery) • Templates and best practices (Communications Toolbox) • Presentations • Printed collateral • Signage • Direct mail • Community meetings • Annual reports • Video • Digital video wall • RCTV • Live and recorded meetings (Council, etc.)

The City's refreshed brand, introduced in late 2020, is first about people and the stories that connect and inspire us in

relation to a **Sustainable Environment, Enhanced Livability, and a Connected Community**. We use bold graphics, headlines, and storytelling with an emphasis on accessibility. The brand goal is to celebrate our individuality and uniqueness and help us discover the common threads we share in our community and across the world. See attachment A: Brand Style Guide.

The 2021-2022 Communications plan guides our work and provides a road map of organized tasks within the following four strategies:

1. Provide opportunities for an involved community

Examples:

- Create opportunities for Council to interact and receive feedback from community
- Expand emphasis on accessibility and diversity, equity, and inclusion (DEI)
- Create process for benchmarking, defining results, analyzation, and sharing out results

2. Share timely, transparent, and concise information with the community and organization

Examples:

- Increase GovDelivery database, utilize analytics for targeted messaging
- Improve accessibility and inclusion in digital/print design, marketing, and communications
- Update and reimplement FOCUS with emphasis on storytelling

3. Utilize modern and efficient communication processes and tools

Examples:

- Increase text message database
- Increase internal do it yourself (DIY) templates and how-to resources for City staff
- Upgrade RCTV and Council Chambers equipment such as mics, lighting, master control, etc.

4. Provide updated and inclusive emergency communication plans

Examples:

- Create and implement an Inclusive Emergency Communication Plan (IECP)
- Update Joint Information Center (JIC) manual hardcopy and create digital cloud-based versions
- FEMA train a minimum of three communications staff as Public Information Officers (PIOs)

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

REQUESTED ACTION:

☐ Receive Information

☒ Provide Direction

☐ Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**

N/A

- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

Three desired outcomes from this biennium include:

1. An informed and involved community
 - Measured by website, email, and social media analytics, as well as meeting and event attendance.
 - Measured by community members reporting they feel informed via citizen survey.
2. Measurable results and informed decision-making
 - Measured by percentage of community members engaged through stakeholder involvement opportunities, meetings, and online questionnaires that inform City programs and policies.
3. Robust emergency and inclusive communication plans
 - Measured by the completion of emergency communications plans and expanded translation services and products to effectively inform and engage our diverse community.

Staff would welcome Council's input on effective and successful measures to the City's communication and community involvement.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-090

Type: Committee Memo

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

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:

Attachment A: Brand Style Guide



Brand Style Guide

cityweb/communications





Brand Style Guide

- [Brand Strategy4](#)
- [Photography5](#)
- [Logo8](#)
- [Other Design Elements9](#)
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- [Icons11](#)
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- [Templates.....18](#)

Tips for Using this Brand Style Guide:

- 1. Use this guide as a reference and an example of how to use brand elements.
- 2. Contact Communications if you have any questions about using the brand elements or have questions about an upcoming project.

ACCESSIBILITY:

The brand elements can be used to help increase accessibility of information and clear messaging to the public. See accessibility tips on color, images, and font use in this guide.

For more information on web accessibility go to: redmond.gov/873/Web-Accessibility

The City brand is first about people and the stories that connect and inspire us in relation to a **Sustainable Environment, Enhanced Livability,** and a **Connected Community.** The brand celebrates our individuality, uniqueness, and helps us discover the common threads we share in our community and across the world.

City Vision

To create a city with two vibrant urban centers in Downtown and Overlake, to enhance the livability and connections between our neighborhoods, and to deliver high-quality services in partnership with our community.

Mission

To collectively deliver our community's priorities in support of a dynamic community where we can all live, work, play, and invest.

.....
Values

Commitment to Service

We are dedicated to seeking solutions for our community.

Integrity

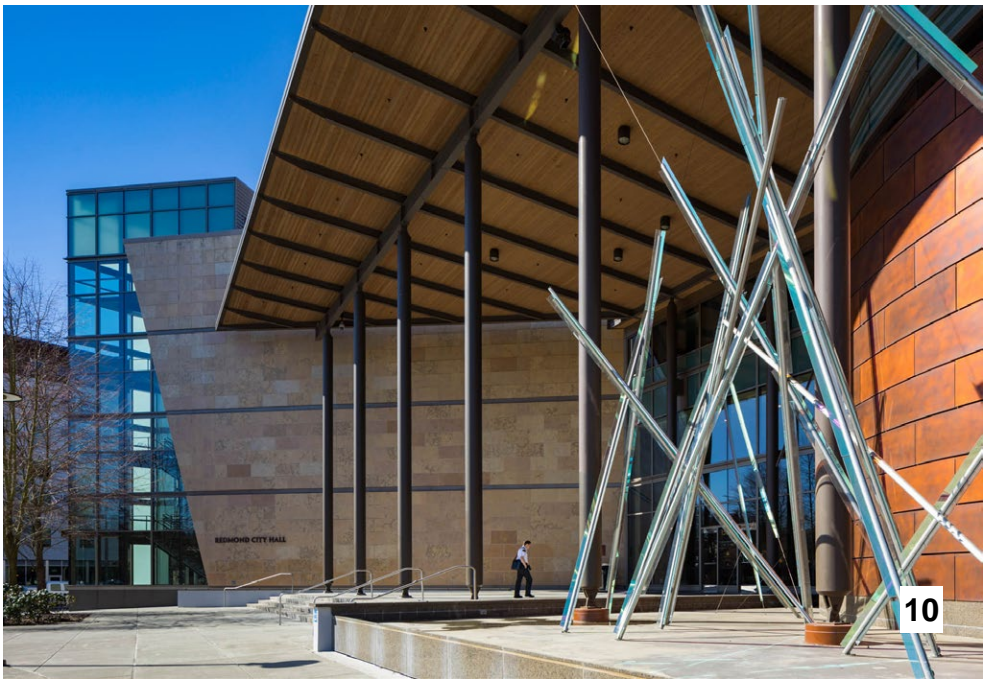
We demonstrate sound, honest, truthful, and consistent actions.

Accountability

We take ownership of our actions and responsibilities.

Welcoming

All residents are able to fully and effectively access city services, influence city policy and direction, and feel a sense of belonging in Redmond.



Brand Strategy

Simple

Concise

Clear

Easy to

Understand and

Translate

Image Focused

A brand is an interconnected collection of visual elements that communicates our Vision, Mission and Values to our audience.

Sustainable Environment

Highlighting the personal responsibility we feel towards the environment

Enhanced Livability

The opportunity and enjoyment of urban city life

Connected Community

Connections and getting involved in our community, events, and City government



Tips on applying the Brand Strategy:

1. Make it about people; their lives and what matters most to them
2. Tell a story that connects and inspires
 - Photos of people that tells a story
 - Headlines grab attention and support the story being told in the image
 - Story lines about people and their lives
3. Write the City into the story to show how our work, services, role, etc connects and supports the lives of people and the future of our city.



Photography

Photography is an essential part of the City's brand. Effective imagery connects on a deeper level and aligns with who our audience is, what they value, and what they aspire to. Whether used for print publicity or web-driven content, photographs should be thoughtfully composed and selected to tell a story to the viewer.





Logo

The logo provides a way to identify our brand to our audience.



Tips for Using the City Logo:

- Use the solid black logo on white or lighter backgrounds and the white logo on darker colors and images
- Place the logo where it has space and balanced negative space
- Contact Communications if you have any questions or issues using the logo

Resources:

[Download Logos](#)

Design Elements

These elements can be used to create hierarchy and order in a layout.



DOTTED HORIZONTAL LINE

~3 pt, Dotted, Any gray color swatch from palette

Use to break up content and make it more manageable for the eye to scan and take in as blocks of info

NEGATIVE SPACE

- Helps provide balance, simplicity, and can improve hierarchy in a layout.
- Negative space around elements or text will elevate that content visually as the negative space can provide eye relief.

SOLID VERTICAL LINE

~7pt, Canary or any color color swatch from the palette

Use alongside pull quotes or to bring attention to call-outs and statements

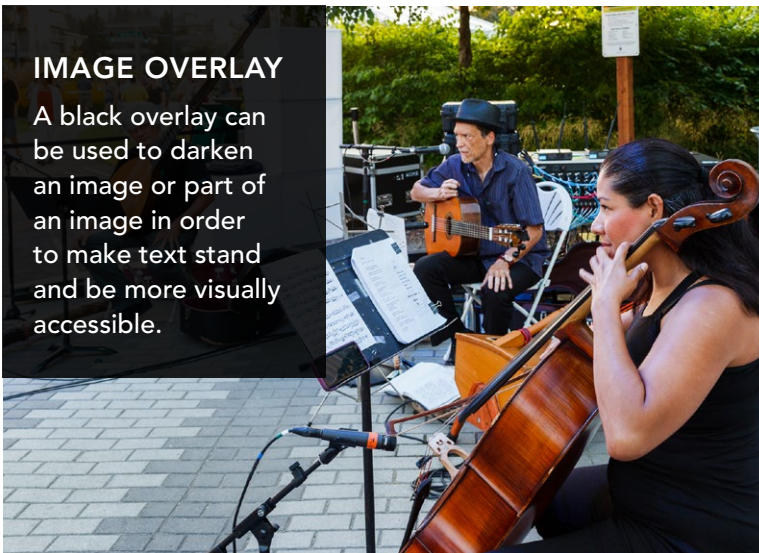
HEXAGON

Gray, white, 15-20% Opacity

The hexagon represents an interconnected element which celebrates the combination of technology and the natural world.

IMAGE OVERLAY

A black overlay can be used to darken an image or part of an image in order to make text stand and be more visually accessible.



Messaging

Audiences will connect with our organization if messaging is clear, concise, consistent – and delivered with a conversational tone.

Tips for Writing in the Brand Voice:

- Think about your topic from the audience's perspective and how it affects their daily lives
- Tell a story with an impactful headline and related image
- Be clear and concise
- Use an active voice
- Avoid sounding overly formal
- Utilize a first-person perspective as often as possible
- Avoid slang, jargon or figures of speech which may not translate or be understood

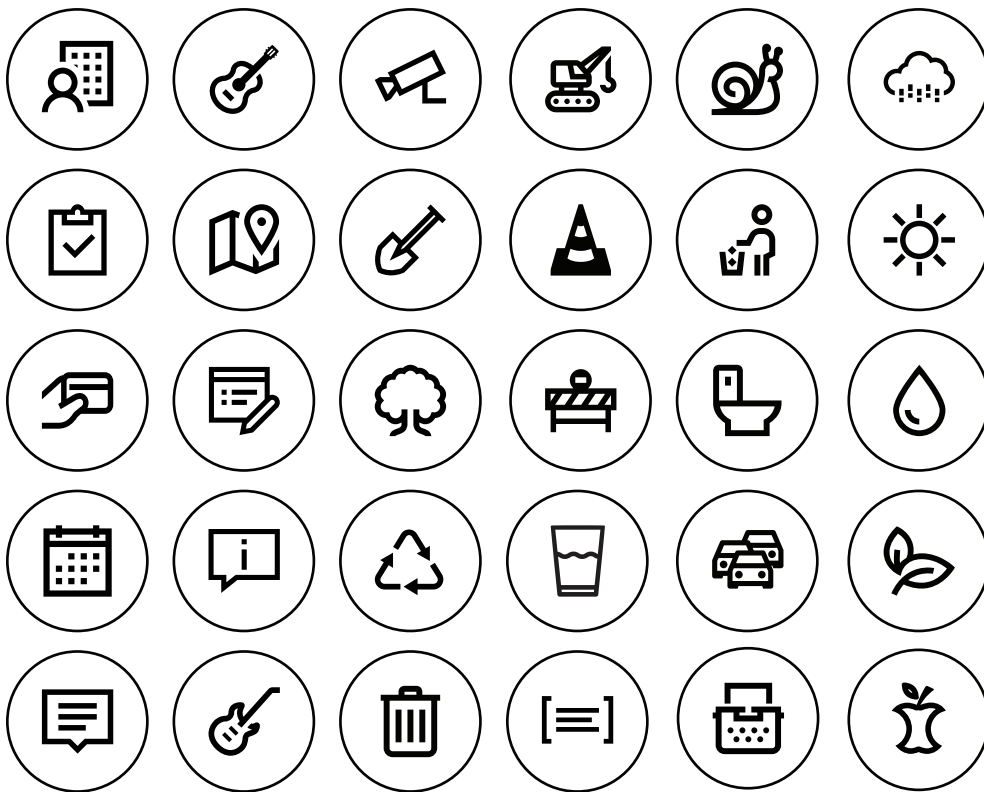
Resources:

[Web Writing 101](#)
[Writing Standards](#)
[Press Release Template](#)



Icons and Infographics

Icons are used in many instances to convey a visual message. They appear on the website, presentations, and in many documents that benefit from another layer of visual messaging.



Tips for Using Icons:

- Select the icon that supports your message or topic
- Use icons sparingly and as a supporting design element not a large visual
- Ensure you are communicating the visual message clearly by getting feedback and collaborating on your work

Resources:

[Icon Library](#)

Typography

To encourage consistency in the presentation of our messaging, the City of Redmond uses these font styles.



Tips for using Typography:

- Use template styles for styling text and if needed adjust sizes to best fit the application.
- Brand colors can be applied to headings sparingly to create visual interest, but use darker swatches to keep enough contrast
- Avoid using color on paragraph text, stick to black or dark gray

ACCESSIBILITY TIP:

Use at least a 10 point font for text sizing. Smaller text can be difficult to read without a screen reader or text enlarging software.

Primary Brand Fonts

Avenir Next LT Pro

Avenir Next LT Pro Light

Available on all City computers working with Microsoft 365 applications.

Alternate Brand Fonts

Arial Bold

Arial Regular

If Avenir isn't available, use Arial as an alternate.

Screenshot of the Report template below

Section Title

Subtitle

Sub-Heading 1

Sub-Heading 2

Sub-Heading 3

Sub-Heading 4

Normal

Bullets

Bullets

Bullets

Quote block

TABLE 1 - EXAMPLE TABLE, ADD A CAPTION ABOVE AS A TITLE

Table Header	Column 1	Column 2	Column 3
Row 1	Sample text	Sample text	Sample text
Row 2	Sample text	Sample text	Sample text
Row 3	Sample text	Sample text	Sample text
Row 4	Sample text	Sample text	Sample text
Row 5	Sample text	Sample text	Sample text
Row 6	Sample text	Sample text	Sample text

Font styles have been pre-loaded into all the templates to help organize and style text.

COLOR

Not only is a picture worth a thousand words, but also contains millions of colors visible to the human eye. Photography is the main delivery mechanism of color in the new brand.

ACCESSIBILITY TIP:

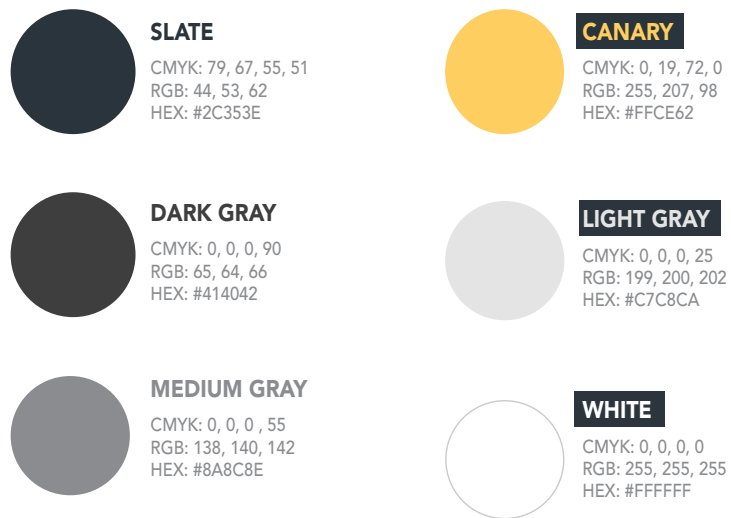
If applying the lighter colors to text, ensure enough contrast by using on a darker color background or over an image with a darker overlay.



Color Strategy

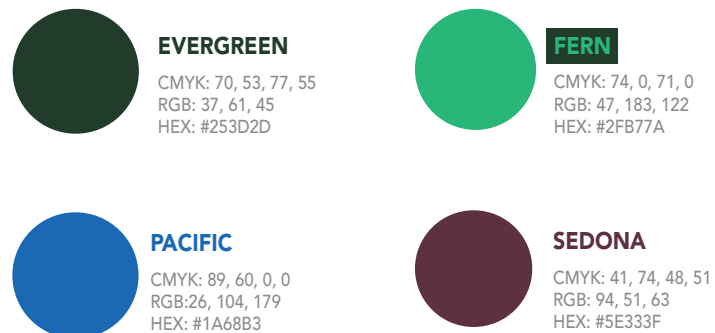
Images are used as the primary color delivery method and other colors are used more sparingly. Use Slate and the grays of the primary palette with highlights of the Canary to add visual interest and a warm and inviting tone.

Primary Color Palette



Supporting Color Palette

Adding in a supporting color helps add variety and works in combination with the primary palette. One color from this palette is usually enough.





Turnips - \$3.00
Kohlrabi - \$1.00/each or 3 for \$2.50
CHARD - \$2.50
BASIL - \$2.50
Parsley - \$2.50
BEANS - \$3.25/lb
Siletz Tomatoes - \$3.00/lb
SUNGOLDS - \$4.50
Lettuce - ALL KINDS - \$2.75 or 2 for \$5.00
ONIONS - ALL kinds - \$1.00/lb
Summer Squash - \$2.00/lb
DILL - \$3.25/bunch

ASK
About
OUR
CSA
Program!

EMAIL

Email is one of the City's largest internal and external communication platforms.

Outlook Emails

Email Signature

The purpose of the email signature is to provide information about you and the organization. The email signature is not a place for creativity or personalization. It essentially serves the same purpose as a business card; it includes your name, title, how and where to get a hold of you, website and social media links, and a notice of public disclosure.

- [Update your signature now](#)

Tips for Using Email

- Keep message brief
- When sending to multiple external email addresses, place addressees in the Bcc line to protect privacy
- Keep subject lines brief

GovDelivery Emails

The City uses GovDelivery (a product of Granicus) to send external messages to the community such as City newsletters, traffic alerts, project updates and activity announcements, etc. If you would like to learn more about this product and to find out who in your department are trained editors, please inquire with your Communications Liaison.

Staff Email Templates

We also provide a collection of branded email templates that staff can use to send out messages on behalf of a particular department, service, or project. More often than not, these are used for internal messaging and we encourage staff to use these sparingly. We would first ask that you consider sharing your message/update through the Mayor's Weekly "Our Redmond Stories" emails that go out on Wednesdays.

[Make a request to include your message in the Mayor's Weekly](#)

[Use a branded staff email template](#)



TEMPLATES

These template resources help us produce work that looks cohesive and communicates a unified visual message.

Tips for Using Templates

- Please be sure to review the [Template Use-Guidelines](#) within these templates to ensure proper use.
- Include [Title VI](#) message on all printed external materials (included on all Word templates)
- Collaborate on writing and editing content and get help proofing
- Keep it simple and stick to the template format and design

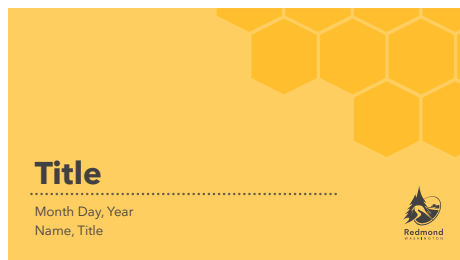
Resources:

[Powerpoint Presentation Templates](#)

[Word Templates](#)

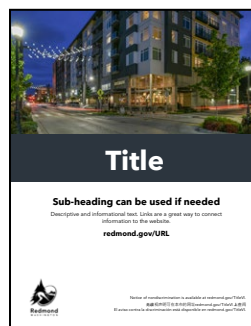
[Sign Templates](#)

[Title VI Text](#)



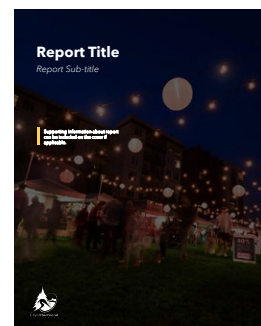
Presentation Templates

Several PowerPoint templates are available for developing presentations for Council, internal meetings, and other purposes.



Flyers, Posters, and Signs

Informational flyer and poster templates to promote important messaging to your audience and other templates are available.



Reports and Informational Documents

Create departmental reports using this template.





The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information about Title VI, please visit redmond.gov/TitleVI.

无歧视声明可在本市的网址 redmond.gov/TitleVI 上查阅 | El aviso contra la discriminación está disponible en redmond.gov/TitleVI.



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-169

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Mayor Angela Birney	425-556-2101
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DEPARTMENT STAFF:

Executive	Malisa Files	Chief Operating Officer
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TITLE:

Approval of the Addition of Executive Deputy Director Position to the Non-Represented Pay Plan

On April 6, 2021, staff recommended adding two Deputy Director positions to the non-represented pay plan. When assessing the need for Deputy Directors, staff analyzed the administration of the departments, the span of control for directors and succession planning. All departments in the City have either one or two Deputy Directors with the exception of the Executive and the Technology and Information Services (TIS). Council approved the TIS Deputy Director. The Executive Department Deputy Director will play a significant role in the department structure, including:

- Providing administration and management of department day-to-day operations, leaving the Chief Operating Officer (COO) able to concentrate on policy, strategic, personnel and regional issues.
- Supporting the COO by managing five divisions within the Executive Department, including: City Clerk, Prosecutors Office, Communications, Marketing and Community Outreach, Environmental Sustainability and Diversity, Equity, and Inclusion.
- Overseeing internal communications and providing support for the Mayor's external communications.
- Allowing the COO to focus on the management of seven Department Directors and move citywide programs, included in the Community Strategic Plan, forward to support the City's vision. The size and breadth of the COO workload is problematic without having additional management support (please see Attachment A for current and potential future organizational charts of the Executive Department).
- Ensuring succession planning is a goal of the City and is a best administrative practice. The City has experienced the difficulty of personnel transitions, at the director level, when a director leaves and there is no qualified individual to take their place. The problem is solved, in the short term, by asking a Director of another department to act as interim management while the City chooses a new leader. Given the size and complexity of departments, it is challenging for one director to wear two hats and make sure each department continues to make progress on their workplan.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Pay plans for each union and non-represented category.
- **Required:**
Under the Revised Code of Washington (RCW) 35a.34.070 requires the City Council to "...set forth the salary and salary ranges for each office, position or job classification together with the title or position designation thereof. However, salaries may be set out in total amounts under each department if a detailed schedule of such salaries and positions are attached and made a part of the budget document." Although the City does not present the pay plans in the budget, they are approved by Council by ordinance which is an acceptable practice under the rules set by the State Auditor's Office. In addition, the City's Personnel Manual 7.10 also requires Council to approve changes in Pay Plans
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The outcome sought from Council is to add the Executive Deputy Director to the non-represented pay plan. The Department is not asking for an additional FTE. The Mayor and Chief Operating Officer have analyzed several reorganization ideas and were able to identify efficiencies that allow the Department to free up an FTE to move into the Deputy role without requiring additional staffing. The new position will manage the five Executive Department Divisions, as mentioned above. They will become the expert on the lines of business and work to move the goals established by the Mayor and City Council.

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:**

Under the City's Personnel Policies, an employee who is promoted receives a 7% increase in their base salary.

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

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-169

Type: Committee Memo

Budget Offer Number:

The Executive Department budget is represented in several budget offers, including:

- Offer No. 220 Environmental Sustainability
- Offer No. 141 Criminal Justice
- Offer No. 323 Diversity, Equity, and Inclusion
- Offer No. 234 Citywide Communications
- Offer No. 233 Community Outreach and Involvement
- Offer No. 237 Executive Leadership
- Offer No. 238 City Council

Budget Priority:

The budget offers above are represented in the priorities of Healthy and Sustainable, Safe and Resilient and Strategic and Responsive.

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

If yes, explain:

N/A

Funding source(s):

The Executive Department administration is supported by the General Fund.

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
3/23/2021	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/6/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/4/2021	Business Meeting	Approve

Time Constraints:

The Executive Department would like to put the organizational changes in place as soon as possible to make sure the programs, issues, challenges, and initiatives move forward in an appropriate manner.

ANTICIPATED RESULT IF NOT APPROVED:

If this proposal is not approved the Executive Department organization will not be changed and activities will be

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-169

Type: Committee Memo

analyzed to determine what programs will be put on hold or moved to the next biennium.

ATTACHMENTS:

Attachment A: Current Executive Department Organizational Chart

Attachment B: Revised Executive Department Organizational Chart with Deputy

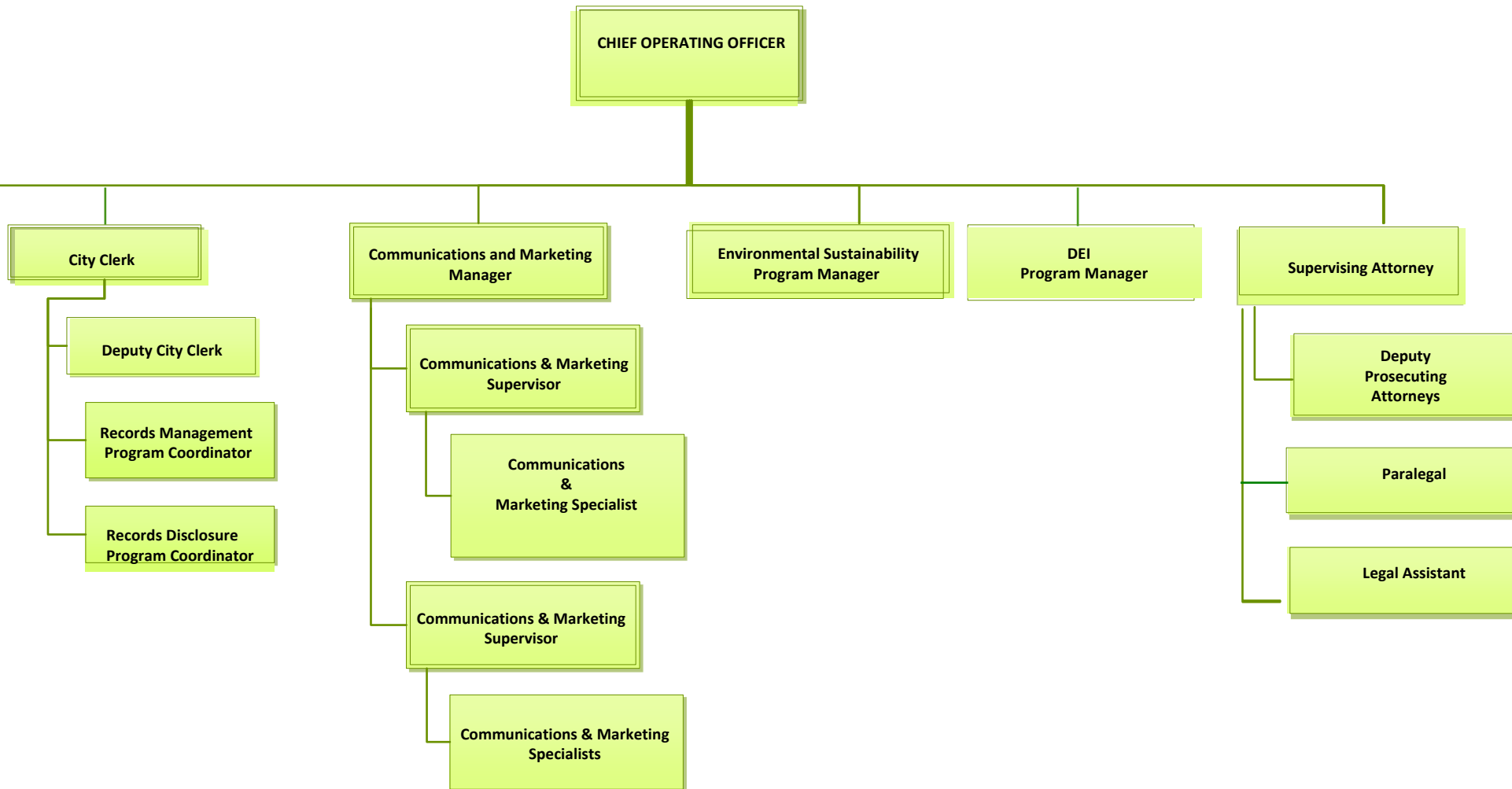
Attachment C: Non-Represented Pay Plan

Attachment A

EXECUTIVE - Mayor's Direct Reports

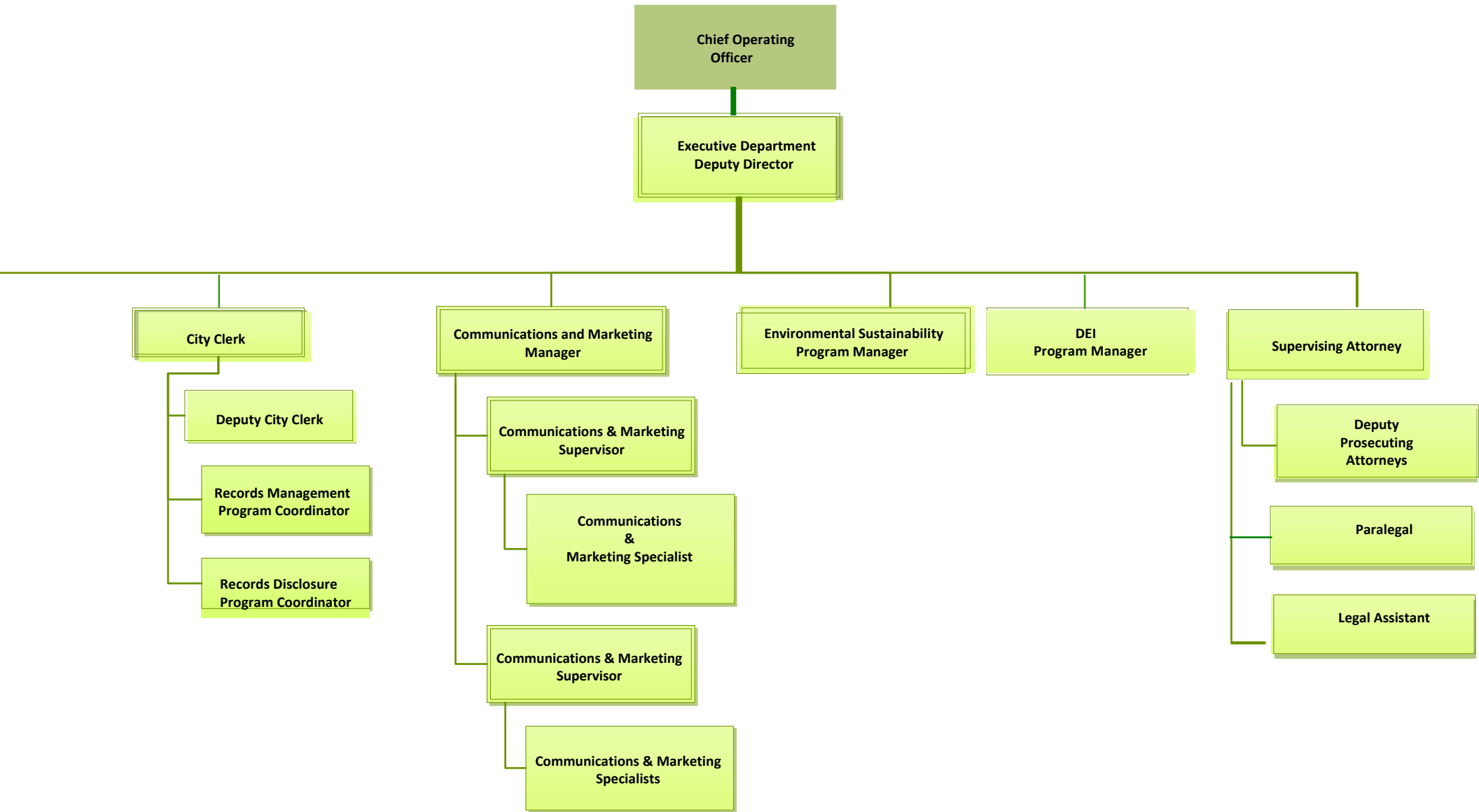


EXECUTIVE



EXECUTIVE - Mayor's Direct Reports





2021 Pay Plan "N" - Non-Represented Employees

Ordinance No.

Effective

			Monthly			Annually		
Grade	FLSA	Position Title	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
NE68	NE	Accounting Associate - Senior	\$4,995	\$5,869	\$6,743	\$59,940	\$70,428	\$80,916
NA10	NE	Administrative Assistant	\$4,195	\$4,930	\$5,664	\$50,340	\$59,160	\$67,968
NA20	NE	Administrative Specialist	\$4,545	\$5,341	\$6,137	\$54,540	\$64,092	\$73,644
NA45	E	Assistant Director - Community Planning	\$9,759	\$11,467	\$13,174	\$117,108	\$137,604	\$158,088
NA46	E	Assistant Director - Development Services	\$9,907	\$11,642	\$13,376	\$118,884	\$139,704	\$160,512
NA50	E	Assistant Director Public Works, Maint. & Ops.	\$9,807	\$11,524	\$13,240	\$117,684	\$138,288	\$158,880
NA85	E	Assistant Director/City Engineer	\$10,076	\$11,839	\$13,602	\$120,912	\$142,068	\$163,224
NA70	E	Assistant Maintenance Manager	\$8,217	\$9,655	\$11,093	\$98,604	\$115,860	\$133,116
NM80	E	Chief Policy Advisor	\$9,903	\$11,637	\$13,371	\$118,836	\$139,644	\$160,452
NC01	E	City Clerk	\$7,899	\$9,280	\$10,661	\$94,788	\$111,360	\$127,932
NC15	E	Communications and Marketing Manager	\$8,555	\$10,052	\$11,549	\$102,660	\$120,624	\$138,588
NC60	E	Communications and Marketing Supervisor	\$7,230	\$8,495	\$9,760	\$86,760	\$101,940	\$117,120
NC05	E	Communications Dispatch Supervisor	\$6,725	\$7,903	\$9,080	\$80,700	\$94,836	\$108,960
NC20	E	Community Support Administrator	\$6,558	\$7,706	\$8,853	\$78,696	\$92,472	\$106,236
NC50	E	Customer Experience Manager	\$7,599	\$8,929	\$10,259	\$91,188	\$107,148	\$123,108
ND01	NE	Department Administrative Coordinator	\$5,324	\$6,256	\$7,188	\$63,888	\$75,072	\$86,256
TBD	E	Deputy Executive Department Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
ND15	E	Deputy Finance Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
NA60	E	Deputy Fire Chief	\$11,071	\$13,009	\$14,946	\$132,852	\$156,108	\$179,352
ND02	E	Deputy Human Resources Director	\$9,652	\$11,340	\$13,028	\$115,824	\$136,080	\$156,336
ND05	E	Deputy Parks Director	\$9,251	\$10,870	\$12,489	\$111,012	\$130,440	\$149,868
ND35	E	Deputy Planning & Community Development Director	\$10,161	\$11,940	\$13,718	\$121,932	\$143,280	\$164,616
ND20	E	Deputy Prosecuting Attorney	\$7,434	\$8,735	\$10,035	\$89,208	\$104,820	\$120,420
ND40	E	Deputy Public Works Director/City Engineer	\$10,685	\$12,555	\$14,424	\$128,220	\$150,660	\$173,088
TBD	E	Deputy Technology & Information Services Director	\$10,993	\$12,917	\$14,840	\$131,916	\$155,004	\$178,080
ND25	E	Development Services Center Supervisor	\$7,570	\$8,895	\$10,219	\$90,840	\$106,740	\$122,628
TBD	E	Diversity, Equity & Inclusion Program Manager	\$6,933	\$8,146	\$9,359	\$83,196	\$97,752	\$112,308
NE01	E	Emergency Preparedness Manager	\$8,547	\$10,043	\$11,538	\$102,564	\$120,516	\$138,456
NE20	E	Engineer - Senior	\$8,328	\$9,786	\$11,243	\$99,936	\$117,432	\$134,916
NE30	E	Engineering Manager	\$9,611	\$11,293	\$12,974	\$115,332	\$135,516	\$155,688
NE50	E	Engineering Supervisor	\$8,801	\$10,341	\$11,880	\$105,612	\$124,092	\$142,560
NE68	NE	EPSCA Senior Accounting Associate	\$4,995	\$5,869	\$6,743	\$59,940	\$70,428	\$80,916
NE45	E	Executive Analyst	\$6,232	\$7,323	\$8,413	\$74,784	\$87,876	\$100,956
NF70	E	Facilities Manager	\$8,156	\$9,584	\$11,011	\$97,872	\$115,008	\$132,132
NF20	E	Financial Analyst	\$5,887	\$6,918	\$7,949	\$70,644	\$83,016	\$95,388
NF30	E	Financial Analyst - Senior	\$7,026	\$8,256	\$9,485	\$84,312	\$99,072	\$113,820
NF40	E	Financial Planning Manager	\$8,793	\$10,333	\$11,872	\$105,516	\$123,996	\$142,464
NF60	E	Financial Services Manager	\$8,722	\$10,248	\$11,774	\$104,664	\$122,976	\$141,288
NF65	E	Financial Services Supervisor	\$6,375	\$7,491	\$8,606	\$76,500	\$89,892	\$103,272
NH10	NE	Human Resources Analyst	\$5,965	\$7,009	\$8,053	\$71,580	\$84,108	\$96,636
NH15	E	Human Resources Manager	\$8,490	\$9,976	\$11,462	\$101,880	\$119,712	\$137,544
NI01	E	Inspection Supervisor	\$7,070	\$8,307	\$9,543	\$84,840	\$99,684	\$114,516
NI10	E	IS Manager	\$9,858	\$11,583	\$13,308	\$118,296	\$138,996	\$159,696
NI20	E	IS Supervisor	\$8,836	\$10,383	\$11,929	\$106,032	\$124,596	\$143,148
NM15	E	Maintenance and Operations Supervisor	\$7,532	\$8,850	\$10,167	\$90,384	\$106,200	\$122,004
NM01	E	Maintenance Manager	\$9,167	\$10,771	\$12,375	\$110,004	\$129,252	\$148,500
NP02	E	Park Maintenance and Operations Manager	\$7,635	\$8,971	\$10,307	\$91,620	\$107,652	\$123,684
NP10	E	Parks Maintenance and Operations Supervisor	\$6,547	\$7,692	\$8,836	\$78,564	\$92,304	\$106,032
NP25	E	Parks Planning and Cultural Arts Manager	\$8,194	\$9,628	\$11,062	\$98,328	\$115,536	\$132,744
NP30	E	Payroll Supervisor	\$6,370	\$7,485	\$8,599	\$76,440	\$89,820	\$103,188
NP50	E	Planning Manager	\$8,832	\$10,378	\$11,924	\$105,984	\$124,536	\$143,088

2021 Pay Plan "N" - Non-Represented Employees

Ordinance No.

Effective

			<u>Monthly</u>			<u>Annually</u>		
<u>Grade</u>	<u>FLSA</u>	<u>Position Title</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
NA80	E	Police Captain	\$12,514	\$13,141	\$13,768	\$150,168	\$157,692	\$165,216
NP67	NE	Police Crime Analyst (limited duration)	\$5,781	\$6,648	\$7,515	\$69,372	\$79,776	\$90,180
NP69	NE	Police Program Coordinator (limited duration)	\$4,639	\$5,888	\$7,137	\$55,668	\$70,656	\$85,644
NP71	E	Police Support Services Manager	\$7,690	\$9,036	\$10,381	\$92,280	\$108,432	\$124,572
NP68	E	Police Support Services Supervisor	\$6,443	\$7,570	\$8,697	\$77,316	\$90,840	\$104,364
NP95	E	Project Management Office Manager	\$10,822	\$12,716	\$14,610	\$129,864	\$152,592	\$175,320
NP90	E	Purchasing/Contracting Manager	\$8,525	\$10,017	\$11,509	\$102,300	\$120,204	\$138,108
NR01	E	Real Property Manager	\$7,470	\$8,778	\$10,085	\$89,640	\$105,336	\$121,020
NR10	E	Recreation Division Manager	\$8,127	\$9,549	\$10,971	\$97,524	\$114,588	\$131,652
NR15	E	Recreation Program Administrator	\$6,398	\$7,518	\$8,637	\$76,776	\$90,216	\$103,644
NR20	E	Recreation Program Manager	\$6,926	\$8,138	\$9,349	\$83,112	\$97,656	\$112,188
NR60	NE	Risk & Safety Program Coordinator	\$6,056	\$7,116	\$8,176	\$72,672	\$85,392	\$98,112
NS40	E	Safety Program Manager	\$6,933	\$8,147	\$9,360	\$83,196	\$97,764	\$112,320
NS50	E	Security Compliance Manager	\$10,128	\$11,900	\$13,671	\$121,536	\$142,800	\$164,052
NS03	E	Senior Human Resources Analyst	\$6,948	\$8,164	\$9,379	\$83,376	\$97,968	\$112,548
NS10	E	Supervising Attorney	\$9,787	\$11,500	\$13,212	\$117,444	\$138,000	\$158,544
NU10	E	Utility Supervisor	\$8,067	\$9,479	\$10,891	\$96,804	\$113,748	\$130,692



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-166

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Technology and Information Services	Dawn Johnson	TIS PMO Manager
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TITLE:

Approval of a Contract for the Prosecuting Attorney's Electronic Case Management System with Karpel Solutions in the Amount of \$83,420

OVERVIEW STATEMENT:

The City of Redmond Prosecutor's Office handles all city criminal misdemeanors, contested traffic infractions, appeals and all cases through the Redmond Community Court. Apart from standard Microsoft Office products, the Prosecutor's office has not kept pace with its peers in leveraging modern technology to automate workflow or digitize case files. Today, case files are maintained 100% in hard copy format. This limits the time a Prosecutor has to prepare for trial, it inhibits optimal communication with witnesses and victims of crime, and it causes delay in the prosecution of cases. An electronic case management system would improve case management business processes with a specific focus on electronic workflows and quick and easy access to case details which will eliminate inefficiencies caused by the manual handling of hard copy case files both in and out of the courtroom.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan - Focus on the Big Four
- **Required:**
N/A
- **Council Request:**
Committee of the Whole - Finance, Administration, and Communications
- **Other Key Facts:**
N/A

OUTCOMES:

An electronic case management system will reduce inefficiencies and increase the capacity of the Prosecuting Attorney's office by 30%. This allows them to absorb future growth, better prepare for hearings, and improve overall communications and management of case information. A complete Benefits Analysis for the proposed project is contained in the attached business case. (Attachment A)

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:**

We are proposing a contract with Karpel Solutions for a total of \$83,420. This includes year one implementation costs and three years of support and maintenance costs. The overall cost of ownership for the solution is as follows:

- **One Time** - Implementation Costs - \$49,827.50
- **On Going** - Annual Support and Maintenance Costs - \$11,197.50

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

Budget Offer Number:

2015/2016 and 2017/2018 Strategic Systems Investments Budget Offers

Budget Priority:

Responsible Government

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

If yes, explain:

N/A

Funding source(s):

Information Technology Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-166

Type: Committee Memo

Previous Contact(s)

Date	Meeting	Requested Action
10/27/2020	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
5/4/2021	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

King County District Court (KCDC) has implemented an electronic case management system which requires Redmond's Prosecuting Attorney's office to file all cases electronically beginning in November 2020. Without an electronic case management system, all hard copy case files will need to be organized and subsequently scanned into a suitable electronic file format in order to file a case. This will increase the time it takes to file and prosecute cases. These files, digitized by scanning, don't improve usability or increase process efficiencies as the content remains unindexed and is not easily searchable.

Without the electronic case management system, the increased workload due to growth as well as the new King County requirement for electronic submittal, will further delay our ability to prosecute in a timely manner and reduce the level of customer service we are able to provide.

ATTACHMENTS:

Attachment A: Business Case

Attachment B: PA Electronic Case Management Contract document file

Business Case

Cover Page

Project Title:	Prosecution Electronic Case Management System
Subtitle:	
Project Number	
Date of Submittal:	9/18/19
Department:	Executive
Primary Business Sponsor:	Maxine Whattam
Prepared By:	Rebecca Mueller and Teresa Keogh

Project Primary Benefit

	Responsible Government	Customer Service	Efficiency	Risk Management
Select one	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Business Objectives at a Glance

Benefit		Objective
Responsible Government	<input checked="" type="checkbox"/>	Standardizes and improves business processes
	<input checked="" type="checkbox"/>	Increases accessibility to data
	<input checked="" type="checkbox"/>	Increases accuracy and reduces record redundancy
	<input checked="" type="checkbox"/>	Supports integrated systems and organizational wide business analytics
	<input checked="" type="checkbox"/>	Makes use of up to date technology tools and platforms
	<input checked="" type="checkbox"/>	Fulfills regulatory requirements
Customer Service	<input checked="" type="checkbox"/>	Improves accessibility to services
	<input checked="" type="checkbox"/>	Improves the quality of services
	<input checked="" type="checkbox"/>	Expands the scope of customer services
	<input checked="" type="checkbox"/>	Improves accessibility to public records
Efficiency	<input checked="" type="checkbox"/>	Demonstrates a positive return on investment
	<input checked="" type="checkbox"/>	Improves productivity and/or reduces future costs
	<input checked="" type="checkbox"/>	Results are measurable
Risk Management	<input checked="" type="checkbox"/>	Increases system and data security
	<input checked="" type="checkbox"/>	Replaces outdated and at-risk technology

Business Case

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Executive Summary

- **Vision** – The goal of this project is to bring the Redmond City Prosecutor's Office into the 21st century by streamlining business processes and increasing productivity with the purchase and implementation of an electronic case management system.
- **Problem** – Apart from standard Microsoft Office products, the Prosecutor's office has not kept pace with its peers in leveraging modern technology to automate workflow or digitize case files. Today, case files are maintained 100% in hard copy format. This limits the time a Prosecutor has to prepare for trial, it inhibits optimal communication with witnesses and victims of crime, and it causes delay in the prosecution of cases. Despite these manually intensive case management processes, and an increasing number of criminal and infraction filings over the last five years, staff and attorneys manage to meet demand, but not in the most effective manner. In October 2019, the King County District Court (KCDC) is implementing an electronic case management system which requires Redmond's Prosecuting Attorney's office to file all cases electronically. Without an electronic case management system, all case file materials will need to be gathered and organized in hard copy and subsequently scanned into a suitable electronic file format in order to file a case. This type of file, digitized by scanning, does not provide the improved usability that an electronic case management system provides as the content remains unindexed and not easily searchable.
- **Objective** – Improve case management business processes with a specific focus on electronic workflows and quick and easy access to case details which will eliminate inefficiencies caused by the manual handling of hard copy case files both in and out of the courtroom.
- **Solution** – Implement an electronic case management system which integrates with both the City's Police department as well as King County District Court systems used to manage shared case data.
- **Cost** – The one-time implementation cost for an Electronic Case Management system is between \$80K and \$100k with an additional ongoing annual support and maintenance cost of approximately \$15k. This project would use existing ECM project budget.
- **Benefit** – An electronic case management system will reduce inefficiencies and increase the capacity of the Prosecuting Attorney's office by 30%. This allows them to absorb future growth, better prepare for hearings, and improve overall communications and management of case information.

The Purpose of this document is to establish a clear and succinct Business Case for **Prosecution Electronic Case Management System**. This business case establishes an evidenced based recommendation for moving forward with the project as defined below and clearly explains the benefit of implementing the recommended solution over the alternatives.

Background

The City of Redmond Prosecutor's Office handles criminal misdemeanors, civil traffic infractions, and cases through the Redmond Community Court. For 2019, the office is projected to file 1046 criminal misdemeanors and 5492 traffic infractions. The office provides prosecutorial services for the City of Redmond. The Prosecutor's Office seeks an electronic case management system to increase efficiencies within the department and provide better customer service to the courts, judges, attorneys, victims, witnesses, the public, and other city departments.

Business Objective

Redmond provides high-quality public safety services and the community continues to enjoy excellent public safety services. This includes the prosecutor's office that serves the diverse community by supporting victims and families, justly and fairly holding criminals accountable, and protecting the safety of the community. To keep up with the current and anticipated long-term growth of the city, prosecution needs the tools to run efficiently and effectively, so it can successfully assist the city in maintaining its high-quality public safety services.

The objective is to identify and procure a system that will modernize the internal efficiencies of the Prosecutor's office to prevent inefficiencies such as delays in processing manual files, lost files, quicker customer service, quicker processing of case files to improve strength of cases, increasing time to focus resources on deserving defendants.

Problem Statement

The number of criminal filings and traffic infractions handled by the Prosecutor's Office has consistently increased throughout the last five years, resulting in additional workload and time in court for administrative staff and prosecutors. So far, resources are managing to meet demand, but not in the most efficient manner. (See Table 1.0)

Table 1.0 Court of Washington's Report on Annual Case Filings- Redmond, WA

Courts of Washington Annual Filings Report-Redmond, WA*					
	2015	2016	2017	2018	2019**
Criminal	812	830	937	801	1046
Infractions	5555	5113	5071	5199	5492
*statistics obtained from http://www.courts.wa.gov/caseload/					
**annual projection based on filings through June 2019					

The risk of doing nothing is to maintain status quo and continue manual processing. In line with the current growth in Redmond, the Prosecutor's Office is experiencing a growth in department demands. For example, in 2018, the City and King County District Court created Community Court through a collaborative effort. This requires additional targeted staff and prosecutor review on 30-40 additional cases per week and an additional 2 hours of staff time in court. Also, court calendars are increasing. For example, in 2018 Monday morning Pre-trial calendars increased from 10 cases to an average of 20+. KCDC is again looking to increase Monday and Tuesday pre-trial calendars to 30 to accommodate the rising caseload. This increases court time for staff and prosecutors alike and reduces time for the manually intensive case file handling processes such as pulling manual files for upcoming hearings, prepping discovery, handwriting plea offers, and drafting and sending subpoenas. As a result, there is a domino-effect delay in other duties such as contacting victims, reaching out to officers for follow-up, reviewing and charging cases, and drafting response on legal issues on cases. While the office meets all court deadlines and those required under the rules of law, there is room to improve on areas, such as customer response time, review of search warrants for police, charging of cases and decisions on legal issues. The sooner cases are filed, the stronger they are because witnesses are likely more available, their memory is stronger, and the quicker individuals are held accountable, whether it be through jail, restitution to the victim, and/or treatment to help prevent recidivism.

Without an Electronic Case Management system, the Prosecutor's Office cannot streamline criminal case processes. The following areas of current inefficiencies were identified as part of a Police and Prosecutor's LEAN workshop in 2017.

Inability for multiple persons to view a case file simultaneously results in processing delays. to view a file at the same time. This results in delays of processing work

- **Example:** If a case is set for trial at court, after court the staff member and attorney must decide which process takes priority and who should take the file first. The staff member would likely draft and send out subpoenas, request additional discovery, set up witness/victim interviews. The prosecutor must begin to draft motions that are due within the next week to 20 days before trial. Once started, all these duties can take multiple days to complete, and it is inefficient to not have the ability for multi-party viewing of a file.

Delay in responding to the customer

- Manual files must be pulled from office cabinets in order to respond to any outside caller or inquiry, whether it be defense attorney, witness, citizen, city employee, etc. Files are organized alphabetically by last name and status. This creates delay in response while we search for the file and review the case, often times resulting in the need for call backs.
- **Example:** If an individual calls our office to inquire about the status of case but doesn't know the case number or defendant name, we cannot easily, or even definitively, determine the case they're inquiring about, without looking

through every file for the name of the person, even assuming the call is a party to the case. This inhibits our responsiveness to the customer..

Key annotations on a case are difficult to access and at risk of being missed.

- Attorneys and staff notes are kept on post it notes. Emails are not easily accessible, and buried with police reports, court documents, etc. There is no easy way to keep linear documentation in the file. This results in delays every time an attorney prepares a case for an upcoming hearing, which requires familiarity with the case history.
- **Example:** If a defense attorney asks for a modification of the plea agreement in court and the attorney in court did not make the original offer, the in-court attorney must quickly review all post it notes and emails, and determine the position of the other city attorney. If it cannot be determined, hearings are often reset for case review, which results in delay of processing and disposing of cases.

Duplication of notes in files creates errors

- Each defendant has an individual case file for each case he or she is associated with. Notes must be duplicated across files in order to track their association in court. This increases the risk of documentation errors as well as insuring a complete review.

Manual processes increase the cost of and time to complete Discovery

- Police reports, witness statements, and written discovery are photocopied by staff and mailed to defense or provided in court under the Court Rules. While deadlines are being met, we spend time and expense on paper to complete this task that can be reduced through eDiscovery. We also rely on handwritten notes that discovery was sent under the Court Rules when an electronic system can track and memorialize timing of discovery.

Duplication of document creation is time consuming and creates a risk of error.

- Each time a case is set for a motion hearing, trial or is continued to a new date, new subpoenas are issued requiring staff to recreate the entire word document. This requires staff to type the name and address of each witness each time. Some cases are continued multiple times resulting in the need to issue subpoenas repeatedly.

Opportunity Analysis

In response to the inefficiencies identified through a 2017 Police and Prosecutor's LEAN workshop, the City Prosecutor's Office began its research into available electronic case management systems as a means to improve their business processes. During LEAN, the office completed process mapping to better understand its workflow. In addition to the process mapping, Teresa Keogh attended a two-day course on ProMap in April 2019 and went on to complete updated process mapping of the Prosecutor's Office case workflow. **See Attachment 2.**

Between 2017 and the first quarter of 2019, the Prosecutor's office conducted research around the electronic case management systems deployed in other local jurisdictions. This included interviews with solution providers, a site visit to City of Renton Prosecutor's Office who uses LawBase and a visit to City of Bellevue who uses ProLaw, along with an interview with the King County Prosecutor's office who uses Karpel. In all cases, there was evidence that implementation of an electronic case management system reduced error, increased efficiencies, and reduced costs. For example, City of Renton measured that, within two months after going live, their office identified the following benefits based on the reduction of manual entry:

- Time to enter a case is reduced from 8-10 minutes to under 2 minutes
- 99% reduction in input error
- Freed up 2-3 hours daily of staff time

In the first quarter of 2019, the Redmond Prosecutor's Office developed a work plan for 2019-2020, which includes a case management system project. The Prosecutor's Office began working with TIS, Jonny Chambers, to understand the functional and technical requirements of onboarding an electronic case management system, especially considering Laserfiche and the City's new Big Four project. Parties determined the prosecution system would not be a records management tool, rather a standalone prosecution-based system to meet unique functional capabilities, as well as the

ethical requirements under the Rules of Professional Conduct that a prosecutor's office must abide by in keeping case work confidential to its department.

Subsequently, an RFI was completed on July 12, 2019 (RFI No. 10650-19 for a Criminal Case Management System). The interdisciplinary team included: Dawn Johnson, Teresa Keogh, Rebecca Mueller, and Lucas Cometto. Responses were considered. Many of the systems were prosecution based, however, some were records management systems that did not meet daily prosecution functions, while a few did not apply to criminal work. The City received (12) responses. The RFI response from Karpel Solutions is an example of the types of electronic case management systems that would meet the City's requirements.

	<u>Karpel</u>
Fully integrated legal case management system	✓
Integrates with Spillman & Laserfische	✓
Integrates with KCDC electronic system	✓
Implementation fee less than \$5k (other vendors >\$100k)	✓
Esubpoena system to Police	✓
Cloud based	✓
Local references with positive feedback	✓

This solution is widely used nationally and currently implemented in over 19 Washington counties and cities, including the King County Prosecutor's office. They selected Karpel over other case management vendors due to its ability to automate processes, provide custom reports, improve case tracking, reduce paper, and enhances data sharing needs including eSubpoena and eDiscovery, which are all comparable needs to the City of Redmond.

Benefit Analysis

Baseline Measures:

Time on case generation and breakdown

- Average staff time to prepare current Pre-Trial Calendar: **60 minutes**
- Expected increase to prepare 30+ case Pre-Trial Calendar: **90 minutes**
- Average current breakdown of casefiles after court: **30 minutes**
- Average time staff spends in court Monday morning: **75 minutes**
- Average time staff spends in court Tuesday morning: **120 minutes**
- Average time staff spends in court Tuesday afternoon: **120 minutes**
- Average time staff spends in court Wednesday afternoon: **120 minutes**

Cost and Processing time reductions:

- **Paper Costs:** reduce by 50-75% through electronic files and eDiscovery.
 - FY 2018 paper = \$ 1020.80
 - FY 2020 = \$510.40 = **cost savings of \$510.40**
- **Processing Time:**
 - 11 mins average to create manual case file x1046 cases (projected 2019) = cost of 192 hours
 - 11 mins to create file → 3 mins with Karpel = **savings of 139.7 hours** = staff time to be re-allocated to other needs

- Projected time to prepare 30+ case with Electronic Case Management System: **reduction by 50-75%**
- Breakdown of court case files after court: **eliminated**

Reducing Errors and Gaining Efficiencies:

- **Reduce Delay in processing next tasks after court with manual file**

An electronic case management system provides real-time case information updates, electronic discovery to defense, subpoena alerts and generation. It grants the ability for multiple users to work on the same file at the same time, allowing both staff and prosecutors to begin trial preparation simultaneously without delay. A system's **Electronic Docket** feature allows attorneys to quickly update each case with the outcome of the docketed case in real time. Furthermore, offices still using files can use this tool to quickly update back from court cases with the next court event. **A comparable jurisdiction. using an electronic case management solution. stated that it usually took several hours to update cases from a 100+ case docket. Using this tool, it now takes her less than an hour.**

- **Improve Customer Service**

An electronic system's search screen allows users to search for a person or case in a variety of ways. A user can search by a person's name, partial name including a Soundex and Phonetic options. Cases referred by law enforcement can be searched by report number, agency, or officer. A user can automatically go to a case by searching the court cause number, internal file number, and legacy file number, ticket number or by lab report number. Therefore, citizens, witnesses, city employees, or anyone inquiring about a case with limited information are provided immediate response. When attorneys are preparing cases for court or responding to inquiries, there is no time lost locating files.

- **Increased Response Time after Court**

Attorney will take laptops to the courtroom instead of files. This allows attorneys to view each case on the docket including a case summary on a "Court Face Sheet" containing hyperlinks to case documents, victim notes, case file, defendant profile and any case the defendant is currently serving probation. During and outside of court, staff and attorney can simultaneously access and work on cases reducing delay and missed deadlines.

- **Strengthening Customer Service and Cases**

With less time in court, staff and attorneys can establish protocol to talk and meet with victims. More time can be allocated to research on legal issues on cases to improve them for trial, police training, legal updates, quicker turn-around on case filings and response to Redmond Police. The sooner cases are filed, the stronger they are because witnesses are likely more available, their memory is stronger, and the quicker individuals are held accountable, whether it be through jail, restitution to the victim, and/or treatment to help prevent recidivism. Automated processes to include subpoenas and discovery increases performance in the above areas and the ability to focus on deserving defendants.

- **Reduces error and duplication of work**

Allows linear notes on files, streamlines disclosure and prevents duplication of content already disclosed, automates all charges and disclosure processes.

- **Accurate and Improved Performance Measures**

The Prosecutor's Office is working to enhance and modernize its Performance Measures that are limited by staff time and manual tracking.

--

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

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

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

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

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

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

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

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

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

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

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

5. Extra Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

Angela Birney, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A

SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described. In the event of ambiguity or inconsistencies between the Master Consulting Services Agreement and any of the exhibits to the agreement, the order of precedence determining controlling terms is as follows; Information Privacy and Security Agreement, Consulting Services Agreement, Business Associate Agreement, Statement of Work, Investment Summary, Licensing and Support Agreement, Hosting Agreement.

Phase 1 Project Plan

Karpel Solutions will begin with a project kickoff meeting with designated staff from the Redmond City Prosecutor's Office and Technology Department. This meeting is where system configuration will begin with an analysis of current business practices, gap/fit analysis, interface development analysis, reporting analysis, document template gathering for conversion and formalizing schedules such as data conversion milestones, installation and training. Karpel Solutions utilizes a Project Plan in Excel that contains tasks and milestone dates to meet the agreed upon go live implementation date.

Pre-Implementation Project Kickoff Meeting

1. Karpel Solutions will begin training the agency system administrators regarding the best practices developed by implementations of other customers in Washington and throughout America.
2. Karpel Solutions will carefully listen to the system administrators and project managers as they begin documenting the application workflow which will form the basis for the configuration of PROSECUTORbyKarpel.
3. Determine and gather the documents needed for template creation.
4. Provide detailed instructions on completing a pre-implementation spreadsheet (pre-load workbook) that will be loaded into the system prior to training. This spreadsheet will contain law enforcement agencies; officers; prosecuting attorneys; defense attorneys; judges; court/docket divisions, workflow events, disposition codes and all users of the system. This spreadsheet typically contains data received from the first data conversion but can be completed by the customer.
5. Milestones will be placed into the schedule to ensure all timelines are met prior to training.
6. During the business analysis, a Fit/Gap assessment will be made and incorporated into the project timeline.
7. A communication plan will be established between Karpel Solutions and the project manager.
8. A proposed training schedule will be given to the project manager/system administrators

that will include training group assignments and training class descriptions. Training will continue for System Administrators throughout the entire timeline.

9. Karpel Solutions will review and receive contacts and any data exchange documentation for interface requirements as deemed necessary.

Karpel Solutions will provide a Project Implementation Timeline that will include scheduled meetings; required agency resources; project scope; initial implementation and training plans, and all other deliverables as determined during the project kickoff meeting.

Business Analysis and Fit/Gap Assessment

Karpel Solutions understands that most customizations to each agency will be data driven through code tables that will be prefilled as defined by each agency. System Options to enable/disable certain features and show/hide system fields will also be part of this custom implementation. It has been our experience that each agency may have different procedures that require some software customization. There may be a data element that we don't currently capture but is needed for case processing or reporting requirements.

1. Karpel Solutions, the project manager and system administrators will review current software functionality and identify areas in which software customization is required. This will be performed on a first data conversion to show how your data looks in the application.
2. The project manager and system administrators will review how case processing occurs in the application and will provide detailed explanations of all noted inadequacies.
3. Karpel Solutions will make the required software customizations, depending on the scope of the customization, at no cost to the City as we have for all other implementations. Depending on the scope of the modification, any changes to the timeframe will be mutually agreed upon by Karpel Solutions and City of Redmon.

Application and Database Installation

1. The City of Redmond will establish a secure VPN connection allowing Karpel Solutions access to the legacy server if not going hosted.
2. Karpel Solutions will install the application database and upload the second data conversion files on the agency site.
3. Karpel Solutions will upload the client remote support tool to the server. City IT has the option to install the client remote support tool, perform application testing, operating system and browser compatibility test and MS Office compatibility /document generation tests on all agency workstations

Data Exchange Interfaces

Karpel Solutions will work closely with the City IT Department and other personnel referred by the City of Redmond to build and/or modify and test data exchanges that are currently in place or are required at a future date. We expect these interfaces to be completed within the interface project timeline. However, this is based on the availability and cooperation of the other data exchange

partners. Data exchanges not currently in place, but desired by the City of Redmond will be reviewed and placed into a Phase II project schedule.

Mock “go-live” System Administrator Training

1. Karpel Solutions project manager and trainer will train agency system administrators on exactly how staff will be trained upon go live within 30 days of the agency’s designated go live date.
2. System administrators will be trained on preliminary data conversion (if applicable) and will include document templates and workflow configurations.

Karpel Solutions project manager and trainer will train agency system administrators on **PROSECUTORbyKarpel** to further define workflow and system configurations 30 days prior to go live. The commitment of the system administrators and project manager will determine the success of the implementation. Karpel Solutions will work closely with the system administrators and the project manager to support them during this time for a successful implementation.

Training and Go Live

Karpel Solutions will provide training to the City taking into account the operational needs of the Prosecuting Attorney’s Office. Training will be provided for technical staff, system administrators, document template authors and end users

Project Timeline

The Implementation Timeline is built around the “go live” date. Specific milestones and deadline dates are worked into the plan in order to meet this date.

<u>Deadline</u>	<u>Task Description</u>	<u>Days out</u>
After Contract Signing	Final Contracts, Implementation Agreement signed, and Project Kickoff Meeting is scheduled. Review this schedule. Minimum Server and Workstation requirements are explained. Assigned resources: Vendor Project Manager, customer project manager	90
	Server & PC assessment completed, and any necessary hardware or software ordered to meet PBK Installation Prerequisites. Assigned resources: Customer project manager and IT personnel	80
	<u>First 4 hr. webinar Project Kickoff meeting with System Administrators. PBK Overview</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). PBK Pre-load configuration is explained, and initial Document Templates are received. 4-hour workflow pre-configuration is conducted. Assigned resources: Vendor Project Manager, customer project manager, designate system administrators	75

	Installation of PBK on the hosted server by Karpel. Karpel Support installation and application testing on each workstation should begin at this time. Assigned Resources: Vendor project manager, vendor technicians.	60
	Teleconference status meeting with Karpel and agency project manager to review and finalize pre-implementation meeting timeline agreement and review progress and answer any questions regarding pre-load workbook. Assigned resources: Vendor project manager, Customer project manager.	60
	Teleconference status meeting with Karpel and agency project manager to review progress and answer any questions regarding pre-load workbook. Pre-load due prior to Mock go live training. Assigned resources: Vendor project manager, customer project manager	45
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified Assigned resources: Vendor project manager, customer project manager, system administrators.	30
	<u>Online 4hr Mock go live Webinar</u> - Mock go live system administrator training and document template review. Customer will receive document templates and Event Entry Configuration. Customer must validate templates for accuracy over the next two weeks. Assigned resources: Vendor project manager/trainer, customer project manager, system administrators.	30
	Complete installation and testing of all workstations. Assigned resources: Vendor project manager, customer project manager, customer IT.	5
Go Live Date	<u>Customer Go Live.</u> Karpel trainers arrive at the Training Room. Final Configuration of PBK is performed with all System Administrators present. User Training begins. Customer begins using PBK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. PbK application access using Karpel Solutions laptops and client's network for training.
 - b. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Phase 2- Project Plan

Karpel Solutions will work closely with the City IT Department and other personnel referred by the City of Redmond to build and test data exchanges identified below. We expect these interfaces to be completed within the interface project timeline for each interface. The City of Redmond will complete an Interface Request Form provided to Karpel Solutions for each data exchange to formulate a project timeline.

1. Law Enforcement Interface (Spillman)

PROSECUTORbyKarpel's built in Law Enforcement transfer will be configured to receive data exchanges from your police department. Karpel Solutions sees this interface as primarily inbound charging requests that would use our Law Enforcement Transfer wizard to carefully manage the import of charging information

2. iLinx

PROSECUTORbyKarpel integrated document management can link to documents stored in 3rd Party document management systems using a common key number, such as a file number/report number/court cause number between PROSECUTORbyKarpel and the other party document management system.

3. King County District Court (eCourt)

PROSECUTORbyKarpel already has a built-in electronic Court Transfer for electronically filing with the Courts and has the ability to receive a response which includes the court filing date and case number and first appearance date using web services

Exhibit B

SCHEDULE

Project Timeline

The Implementation Timeline is built around the “go live” date. Specific milestones and deadline dates are worked into the plan in order to meet this date.

<u>Deadline</u>	<u>Task Description</u>	<u>Days out</u>
After Contract Signing	Final Contracts, Implementation Agreement signed, and Project Kickoff Meeting is scheduled. Review this schedule. Minimum Server and Workstation requirements are explained. Assigned resources: Vendor Project Manager, customer project manager	90
	Server & PC assessment completed, and any necessary hardware or software ordered to meet PBK Installation Prerequisites. Assigned resources: Customer project manager and IT personnel	80
	<u>First 4 hr. webinar Project Kickoff meeting with System Administrators. PBK Overview</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). PBK Pre-load configuration is explained and initial Document Templates are received. 4-hour workflow pre-configuration is conducted. Assigned resources: Vendor Project Manager, customer project manager, designate system administrators	75
	Installation of PBK on the hosted server by Karpel. Karpel Support installation and application testing on each workstation should begin at this time. Assigned Resources: Vendor project manager, vendor technicians.	60
	Teleconference status meeting with Karpel and agency project manager to review and finalize pre-implementation meeting timeline agreement and review progress and answer any questions regarding pre-load workbook. Assigned resources: Vendor project manager, Customer project manager.	60
	Teleconference status meeting with Karpel and agency project manager to review progress and answer any questions regarding pre-load workbook. Pre-load due prior to Mock go live training. Assigned resources: Vendor project manager, customer project manager	45

	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified Assigned resources: Vendor project manager, customer project manager, system administrators.	30
	Online 4hr Mock go live Webinar - Mock go live system administrator training and document template review. Customer will receive document templates and Event Entry Configuration. Customer must validate templates for accuracy over the next two weeks. Assigned resources: Vendor project manager/trainer, customer project manager, system administrators.	30
	Complete installation and testing of all workstations. Assigned resources: Vendor project manager, customer project manager, customer IT.	5
Go Live Date	Customer Go Live. Karpel trainers arrive at the Training Room. Final Configuration of PBK is performed with all System Administrators present. User Training begins. Customer begins using PBK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Exhibit C

INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below.

In the event of ambiguity or inconsistencies between the Consulting Services Agreement and any of the exhibits to the agreement, the order of precedence determining controlling terms is as follows; Information Privacy and Security Agreement, Consulting Services Agreement, Business Associate Agreement, Statement of Work, Investment Summary, Licensing and Support Agreement, Hosting Agreement.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	7	\$2,250	\$15,750
Total Software			\$15,750

Installation Services	Qty.	Price	Total
SQL Database configuration	1	\$1,000	\$1,000
±Client Support Tool/Scanning tool install and system compatibility check	7	\$50	\$350
Total Installation Services			\$1,350

Professional Services	Qty.	Price	Total
Project Management		no cost	\$0
Online Pre-implementation Meetings (hrs.)	8	\$150	\$1,200
Online Mock go-live and system administrator training (hrs.)	4	\$150	\$600
Document Template Conversion (up to 50 documents)	1	\$1,250	\$1,250
Total Professional Services			\$3,050

Onsite Training Services	Qty.	Price	Total
Go-Live Training days and onsite support (includes system admin training and onsite support)	5	\$1,200 1 trainer	\$6,000
Total Onsite Training Services			\$6,000

Annual Support and Services	Qty.	Price	Total
PROSECUTORbyKARPEL	7	\$450	\$3,150
Hosted Services	7	\$100	\$700
Hosted eDiscovery Service	1	\$875	\$875

Total Annual Support Services	\$4,725
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Estimated Expenses - not to exceed

Travel expenses include airfare, lodging ground transportation and M&E	\$3,300
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Total Project Cost (excluding any applicable taxes)	\$34,175
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*Annual Support and Services	Year 2	\$4,725
*Annual Support and Services	Year 3	\$4,725

Total Three-Year Cost	\$43,625
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* Annual Support and Services cost do not include annual support cost for data exchange interfaces

Phase 2 Cost	Qty.	Price	Total
Data Exchange Interfaces			
Law Enforcement Interface - Spillman	1	\$10,000	\$10,000
Interface annual support	1	\$2,000	\$2,000
Court Interface-eCourt	1	\$10,000	\$10,000
Interface annual support	1	\$2,000	\$2,000
iLinx integration	1	\$10,000	\$10,000
Interface annual support	1	\$2,000	\$2,000

Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining project cost due upon completion of implementation and training.

Client will be invoiced upon the completion of user acceptance testing for data exchanges identified in Phase 2 Cost.

Travel and Expense Reimbursement

City agrees to reimburse travel expenses incurred by Karpel within the then current GSA guidelines for lodging and per diem rates for King County, Washington. Karpel shall use reasonable effort to obtain the lowest available travel fares. The reimbursement of travel expense is limited to directly associated expenses for airfare, lodging, meals, airport parking, car rental and airport transportation. All expenses, with the exception of meals and incidentals, will be reimbursed at actual cost and require the submittal of an original receipt attached to the invoice. Receipts will be annotated with the person's name incurring the expense. Meals and incidentals will be invoiced at per diem rates for workdays and travel days as defined in the GSA guidelines. The City will not reimburse for travel hours. Travel expenses will be itemized on the invoice per individual incurring the expense.

Exhibit D

Karpel Solutions Licensing and Support Terms



PROSECUTORbyKarpel®

LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

ANNUAL SUPPORT

1. Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Exhibit C – Investment Summary. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.
2. Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.
3. Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.
4. Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.
5. Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity* of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"),
MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
2. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
3. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures.

LIMITED WARRANTIES, LIMITATION OF LIABILITY

1. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
2. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE

OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.

3. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
5. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable

information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.

3. DISCLOSURE REQUIRED BY LAW. In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

Karpel Solutions recognizes the Client is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that the Client is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Karpel Solutions Licensing and Support Terms is intended to prevent the Client's compliance with the Public Records Act, and Client shall not be liable to Karpel Solutions due to Client's compliance with any law or court order requiring the release of public records.

4. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to electronic email, and/or facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. In the event of ambiguity or inconsistencies between the Consulting Services Agreement and any of the exhibits to the agreement, the order of precedence determining controlling terms is as follows; Information Privacy and Security Agreement, Consulting Services Agreement, Business Associate Agreement, Statement of Work, Investment Summary, Licensing and Support Agreement, Hosting Agreement.

Exhibit E

HOSTEDbyKarpel AGREEMENT FOR



HOSTEDbyKarpel®

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In the event of ambiguity or inconsistencies between the Master Consulting Services Agreement and any of the exhibits to the agreement, the order of precedence determining controlling terms is as follows; Information Privacy and Security Agreement, Consulting Services Agreement, Business Associate Agreement, Statement of Work, Investment Summary, Licensing and Support Agreement, Hosting Agreement.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel
- i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of seven (7) users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1,000 per 1TB, per year with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of all Client Content and Confidential Information in a format agreed to by the Client.

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable undisputed fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which undisputed fees must be paid in full within thirty (30) days from the date of the invoice. As provided for in the Investment Summary, Exhibit C, the initial cost associated with Hosting fees is billed at a fixed rate for the implementation year and two subsequent years. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions, not to exceed a 3% increase annually.

- c. **INTEREST AND LATE FEES.** Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that scheduled maintenance may affect availability of the Service, Website, and/or Software. If scheduled maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's

use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **MUNICIPAL ENTITY.** Karpel Solutions recognizes the Client is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Client is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Client's compliance with the Public Records Act,

and the Client shall not be liable to Karpel Solutions due to Client's compliance with any law or court order requiring the release of public records.

- c. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. KARPEL SOLUTIONS OWNERSHIP. Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. CLIENT OWNERSHIP. Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

7. WARRANTY

- a. LIMITED WARRANTY. Karpel Solutions represents and warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions represents and warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions represents and warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions represents and warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. INTERNET. Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. SYSTEM REQUIREMENTS. Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no

liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

- d. **WARRANTY LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE MAXIMUM AMOUNT ALLOWED BY INSURANCE.

9. TERMINATION

- a. **TERMINATION.** Either party may terminate this Agreement with a thirty (30) business day written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.
- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

10. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force

Majeure”), provided that such party promptly gives the other party written notice of such Force Majeure.

- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party’s prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail, or (iv) electronically by email. Karpel Solutions’ address for such notices is set forth below. Client’s address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of Washington, without regard to conflict of law’s provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in King County, Washington. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys’ fees and costs.

11. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

City of Redmond

Signature

Printed Name

Title

Date

Karpel Solutions

Signature

Printed Name

Title

Date

Initials _____

RFP 10672-19
City of Redmond
Prosecuting Attorney's Case Management System

Attachment D – Information Privacy and Security Agreement

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and [insert name and address of contractor] (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

1. Definitions.

a. “Authorized Users” means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

3. User Access to City Data.

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

4. Use of Subcontractors or Agents.

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor.

Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

5. Use, Storage, or Access to, City Data.

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act [“HIPAA”] or the FBI Criminal Justice Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City’s Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

6. Privacy.

a. Contractor represents and warrants that in connection with the Services provided by Contractor:

i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor’s privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor’s use of such data shall be strictly limited to the direct purpose of the Services and Contractor’s technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the

identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. Information Security. This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue

use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

8. Data Breach Procedures and Liability.

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification law codified at RCW 19.255.010. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Data Breach. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law- enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. No Surreptitious Code. Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

10. Public Records Act. Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

11. City Control and Responsibility. City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems

(including database management systems) and networks, whether operated directly by City or through the use of third-party services.

12. Term and Termination.

a. Term. The term of this IPSA is the same as the term in the Underlying Agreement.

b. Termination. In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. Effect of Expiration or Termination.

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

13. Insurance. In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a “hacker attack” or a “virus” introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor’s Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor’s insurance shall be primary to any other insurance or self-insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor’s obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor’s maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or equity. Further, Contractor’s maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

14. Cumulative Rights and Remedies. All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor’s liability or disclaim any liability for damages arising out of Contractor’s breach of this IPSA.

15. Indemnification. Contractor shall indemnify, defend and hold harmless City and City’s officers, directors, employees, volunteers and agents (each, a “City Indemnitee”) from and

against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

16. Miscellaneous.

a. Order of Precedence. This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. Entire Agreement. This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. No Third-Party Beneficiaries. This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: servicedesk@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Contractor

City of Redmond

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Redmond (“Covered Entity”) and _____, (“Business Associate”), effective as of the ____ day of _____, 20__ (“Effective Date”).

RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity, and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”);

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the Disclosure or Use of Protected Health Information by or to Business Associate if such a contract is not in place;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning assigned to such terms in HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as set forth in 45 CFR Parts 160, 162 and 164.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the written documents describing the Arrangement entered into by the parties, provided that such Use or Disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate further agrees not to Use or Disclose PHI other than as permitted or required by this Agreement, or as Required by Law.

2.2 Adequate Safeguards for PHI. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement or as Required by Law.

2.3 Adequate Safeguards for EPHI. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the Security Regulations, where applicable, with respect to EPHI to prevent the Use or Disclosure of EPHI other than as permitted by this Agreement. Such compliance shall include but not be limited to, creation and maintenance of security policies and procedures pursuant to 45 CFR 164.316 and an ongoing risk assessment conducted in accordance with 45 CFR 164.308.

2.4 Reporting Non-Permitted Use, Disclosure, or Breach.

(a) Business Associate shall immediately in writing notify Covered Entity of any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware as follows: (a) reports of successful unauthorized access shall be made immediately; and (b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

(c) Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such Breach or potential Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached, additional information that Covered Entity is required to include in a Breach notification pursuant to 45 CFR 164.404(c), and other information as requested by Covered Entity. Business Associate agrees to not notify patients, the media, or HHS of a Breach unless requested to do so by Covered Entity or unless otherwise required by law. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report, and Business Associate shall otherwise cooperate with Covered Entity's requests for information as may be necessary for Covered Entity to evaluate the scope of the incident and related compliance issues. Business Associate must notify Covered Entity of the Breach or potential Breach regardless of whether Business Associate has conducted a risk assessment, or the results of the risk assessment, described in 45 CFR 164.404.

2.5 Notice. All reporting pursuant to this Agreement shall be to the City of Redmond Privacy Officer at the following e-mail address: privacy@redmond.gov.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use

and Disclosure of PHI by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services (“HHS”) for purposes of determining Covered Entity’s compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately in writing notify Covered Entity of any requests made by HHS and provide Covered Entity with copies of any documents produced in response to such request.

2.7 Access to and Amendment of PHI. In the event that Covered Entity’s PHI in the Business Associate’s possession constitutes a Designated Record Set, Business Associate shall within five (5) days of receiving a request from Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Covered Entity is responsible for responding to Individuals’ request for access to PHI and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals. Business Associate shall have a process in place for requests and amendments from Covered Entity.

2.8 Accounting of Disclosures.

(a) In accordance with 45 CFR 164.528, and Section 13405(c) of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. § 17932, Business Associate agrees to: (a) document Disclosures of PHI and information related to such Disclosures; (b) provide such documentation to Covered Entity in a time and manner designated by Covered Entity; and (c) permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI. Within ten (10) days of Business Associate receiving a request from Covered Entity, Business Associate shall provide to Covered Entity an accounting, as described in 45 CFR 164.528, of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Covered Entity is responsible for responding to Individuals’ request for an accounting and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals.

(b) Any accounting provided by Business Associate under this Section 2.8 shall include: (i) the date of Disclosure; (ii) the name, and address, if known, of the entity or person who received the PHI; (iii) a brief description of Disclosed PHI; and (iv) a brief statement of the purpose of Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (i) through (iv), above, and shall securely retain this documentation for six (6) years from the date of Disclosure.

2.9 Use of Subcontractors and Agents.

(a) Business Associate may Disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, access or transmit PHI on its behalf, provided that

Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its subcontractors that create, receive, maintain, access or transmit PHI on behalf of Business Associate to execute a written agreement obligating the subcontractor to comply with all terms of this Agreement and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request from Covered Entity, Business Associate shall provide a list of subcontractors that it has Disclosed PHI to and the nature of the Disclosed PHI.

(b) Business Associate shall terminate its agreement with any subcontractor if Business Associate knows of or discover a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's HIPAA obligation under the written agreement with Covered Entity. Business Associate shall immediately notify Covered Entity of the termination of the subcontractor agreement if such termination resulted from a material breach or violation of the subcontractor's HIPAA obligations.

(c) Business Associate shall require the subcontractor assent in writing to the jurisdiction and laws of the United States, regardless of whether the subcontractor is a foreign entity, is performing services outside the United States, or is not otherwise subject to the jurisdiction of the United States. Business Associate hereby agrees not to transmit or store any PHI outside of the United States.

2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this Section 2.10.

2.11 Business Associate Practices, Policies and Procedures. Business Associate represents and warrants that Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this Agreement are met. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity to monitor Business Associate's compliance with this Agreement.

2.12 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.13 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

2.14 Minimum Necessary. Business Associate shall Use or Disclose only the minimum necessary amount of PHI to accomplish the intended purpose of such Use or Disclosure.

III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement or the Arrangement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by Covered Entity under this Section 5.1. Covered Entity may terminate this Agreement, without cause or penalty, on five (5) days' prior written notice to Business Associate. In addition, this Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.4, 2.5, 2.7, 2.8, 2.9, 2.9(b), 2.10, 5.2, 6.3, 6.5, 6.6 and 6.10 of this Agreement shall survive the termination of this Agreement.¹

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI unless directed

to do so by Covered Entity. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses (including attorneys' fees) incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement; and (c) a breach of unsecured PHI caused by Business Associate or its subcontractors or agents. Without limiting the generality of the foregoing, Business Associate agrees to reimburse Covered Entity for any and all costs and expenses incurred as a result or arising directly or indirectly out of Covered Entity's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by Business Associate, including but not limited to all costs associated with Covered Entity's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in written agreements pertaining to the Arrangement shall not apply to this Agreement.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement, and at any time in which it retains PHI, liability insurance covering common law claims, breach notification expenses, data theft, and coverage related to the violation of state or federal information privacy and security laws or regulations. The policy limits for such coverage shall not be less than \$1,000,000 per claim, and \$3,000,000 in the annual aggregate. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. Business Associate shall provide Covered Entity with written notice of any policy cancellation within two (2) business days of the receipt of such notice. Failure of Business Associate to maintain the insurance as required shall constitute a material breach of this Agreement, upon which Covered Entity may, after giving five (5) business days notice to Business Associate to correct such breach, immediately terminate this Agreement. Business Associate's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Business Associate to the coverage provided by such insurance, or otherwise limit Covered Entity's recourse to any remedy available at law or in equity.

6.5 Data Ownership. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI and any de-identified data, and title shall remain vested in Covered Entity at all times. Accordingly, Business Associate hereby acknowledges and agrees that it does not have the right to engage in the sale of PHI. Business Associate shall not de-identify PHI or Use or Disclose any such de-identified information unless otherwise permitted in writing by Covered Entity.

6.6 Governing Law; Venue and Jurisdiction; Attorneys' Fees. This Agreement shall in all respects be interpreted, enforced and governed by the laws of Washington State. Venue for any action or proceeding shall be in King County, Washington. In the event of any litigation or arbitration relating to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to its cost of litigation or arbitration, and reasonable attorneys' fees, including any attorneys' fees and costs incurred in bankruptcy or insolvency proceedings or on any appeal.

6.7 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, RCW ch. 70.02 and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information or PHI.

6.8 Amendment. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice to Business Associate in the event: (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (b) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws.

6.9 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

6.10 Public Records Act. The parties acknowledge that the confidentiality provisions of the HIPAA Privacy Regulations constitute an “other statute which exempts or prohibits disclosure” under the Washington State Public Records Act (see RCW 42.56.070(1); *see also Hangartner v. Seattle*, 151 Wn.2d 439, 453 (2004)), and that the confidentiality provisions under the Privacy Regulations and this Agreement shall control. Furthermore, Business Associate shall not release any de-identified health information without first notifying and conferring with Covered Entity.

6.11 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. In the event of conflict between any written or oral provision of the Arrangement and any provision of this Agreement, the applicable provisions of this Agreement shall control with respect to patient data and the access, use, privacy, security and confidentiality of patient data.

6.13 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed, or words spoken by either party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Business Associate:

City of Redmond:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-160

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Human Resources	Cathryn Laird	425-556-2125
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DEPARTMENT STAFF:

Human Resources	Nicole Bruce	Sr. Human Resources Analyst/Benefits Plan Administrator
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TITLE:

Approval of the Flexible Spending Account (FSA) Plan Change Recommendation in Response to the American Rescue Plan Act Signed into Law on March 10, 2021

OVERVIEW STATEMENT:

Human Resources is recommending an increase to the maximum amount employees can contribute to their Dependent Care FSA from \$5,000 to \$10,500 for the 2021 plan year;

Human Resources is also recommending that moving forward our FSA Plan Design mirrors the maximum benefits allowable under current law(s)/regulation(s) and any subsequent changes and that Council authorize and direct the Mayor to implement any changes, including the execution of any contracts and agreements to do so.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
The FSA Plan Document will need to be amended.
- **Required:**
The City of Redmond Personnel Manual, Section 1.40, requires Council approval of changes that increase benefits to employees.
- **Council Request:**
N/A

- **Other Key Facts:**

N/A

OUTCOMES:

The Flexible Spending Account (FSA) is an IRS-regulated reimbursement account, also called Section 125 Flexible Spending Accounts (FSAs), that allow employees to save by setting pre-tax money aside for use in paying approved expenses. The City makes two kinds of plans available to employees; 1) a Health Care FSA that reimburses out-of-pocket health care expenses for employees and their dependents and 2) a Day Care FSA that reimburses day care expenses incurred for their dependent child or elder care expenses.

The President signed the American Rescue Plan Act (ARPA) on March 10, 2021, which contains several benefits-related relief provisions for participants. The provision that affects the FSA Plan will increase the amount employees can contribute to their Dependent Care FSA from \$5000 to \$10,500 annually. While this relief provision is optional for employers, we are recommending the adoption of this provision to provide the maximum relief to FSA plan participants. This would be consistent with the changes that were implemented in response to the Consolidated Appropriations Act (CAA) in January 2021.

We also recommend that Council authorize the Mayor to ensure the FSA Plan mirrors the maximum benefits allowable under the federal, state, or local law(s)/regulation(s). This would include: the IRS allowable maximums for contributions, the maximum rollover amounts, qualifying events to change coverage, dates to submit claims to the Plan, etc. Doing this would allow for more efficient and timelier implementation and communication of these benefit changes to our employees. Because FSA funds are contributed by employees, there is no fiscal and policy impact to the City to offer the maximum benefits under the law. When any changes occur that will be added to the FSA Plan, Human Resources will provide an informational update to the Council through the Finance, Administration, and Communication Committee of the Whole.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

The Employee Benefits Advisory Committee (EBAC) was informed of this change on January 27, 2021 and feedback was requested.

- **Outreach Methods and Results:**

EBAC meetings are typically held monthly and used as our communication method for benefit changes.

- **Feedback Summary:**

EBAC would like to see this change implemented for employees.

BUDGET IMPACT:**Total Cost:**

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-160

Type: Committee Memo

Budget Priority:

Responsible Government

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

If yes, explain:

The plan changes are anticipated to be cost-neutral as they are employee-only contributions.

Funding source(s):

N/A

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
5/4/2021	Business Meeting	Approve

Time Constraints:

This increase is only allowable under the law for the 2021 plan year so we would like to implement as soon as possible so that employees can increase their amounts for the remainder of the plan year which ends December 31, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

We would not be able to provide FSA-related relief for employees as allowable under the American Rescue Plan Act (ARPA).

ATTACHMENTS:

N/A



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-161

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Human Resources	Cathryn Laird	425-556-2125
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DEPARTMENT STAFF:

Human Resources	Nicole Bruce	Sr. Human Resources Analyst/Benefits Plan Administrator
Human Resources	Mark Berens	Payroll Supervisor

TITLE:

100% Federal COBRA Subsidy and Long-Term Care Benefit Program

OVERVIEW STATEMENT:

Human Resources is providing information regarding two new pieces of legislation recently passed into law:

- 100% Federal COBRA Subsidy: Created in the American Rescue Plan Act that was signed into law on March 10, 2021. It is for employees who had a reduction in hours or involuntary separation and are COBRA-eligible for any months between April 1, 2021 and September 30, 2021.
- Washington State Long-Term Care: The new Washington State Long-Term Services and Supports Trust Act created the Long-Term Care Benefit Program. This is a new employee payroll tax beginning January 1, 2022.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Both the subsidy and the payroll tax are mandated by law.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-161

Type: Committee Memo

OUTCOMES:

100% COBRA Subsidy: The President signed the American Rescue Plan Act (ARPA) on March 10, 2021, which contains several benefits related-relief provisions for participants. Included in these provisions was a 100% COBRA subsidy for employees who had a reduction in hours or were involuntarily separated from employment during certain periods of the pandemic. The subsidy will be available beginning April 1, 2021 and end on September 20, 2021. Additional guidance and sample notices for assistance eligible individuals were released on April 7, 2021. We are currently working with Gallagher, our COBRA administrator, to identify eligible individuals and notices will be issued by the end of April 2021. The City will be reimbursed by the Federal government for the costs associated with this subsidy via a payroll tax credit against Medicare taxes. For more details on this subsidy please see Attachment A.

Long-Term Care Benefit Program. Beginning January 1, 2022, the state of Washington will impose a 0.58% employee payroll tax to support a new Long-Term Care Benefit Program. Washington's Long-Term Services and Supports (LTSS) Trust Act established a state-operated long-term care insurance program funded by a payroll tax on employee wages. Benefits from the program become available after 10 years of paying the tax, or if you have a catastrophic disabling event if you have paid the tax for 3 of the past 6 years. There is a lifetime benefit of \$36,500 (\$100/day) for this program. Employees may have the option to opt-out of the tax if they are approved for an exemption from the Employment Security Department after proving they have alternative individual Long-Term Care coverage. The City of Redmond will begin tax withholding of 0.58% of wages earned beginning January 10, 2022. Attachment B is a flyer provided by the Washington Department of Social and Health Services with more information on the Long-Term Services and Supports Trust program.

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:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☒ No

☐ N/A

If yes, explain:

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-161

Type: Committee Memo

N/A

Funding source(s):

The City will receive a credit on our Medicare Taxes for the COBRA subsidy.

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:

The City is obligated to implement these laws within the required time period identified within the law.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

A: COBRA Subsidy Overview provided by Gallagher

B: Washington Department of Social and Health Services LTSS Trust Act flyer



COBRA Subsidy in ARPA

The American Rescue Plan Act of 2021 (ARPA) includes a federally-financed COBRA subsidy that is available for up to six months for eligible individuals. The COBRA subsidy will be available beginning on April 1, 2021 and end on September 30, 2021. Because of the short time frame before the subsidy begins, employers should dig in sooner rather than later to meet the new notice and coverage obligations required by ARPA.

Assistance Eligible Individuals

The following individuals who are or become qualified beneficiaries as the result of an involuntary termination of employment or reduction in hours (thus excluding voluntary termination of employment) may be eligible for the subsidy (Assistance Eligible Individuals):

- Individuals who were previously eligible for COBRA continuation coverage, but who did not elect COBRA and have coverage that would have extended into the subsidy period (e.g., an individual involuntarily terminated on October 1, 2020 who did not elect COBRA)
- Individuals who were previously eligible for COBRA continuation coverage, elected, but dropped, coverage, and have coverage that would have extended into the subsidy period (e.g., an individual involuntarily terminated on October 1, 2020, who elected COBRA, but did not pay premiums after December 31, 2020)
- Individuals who are or become eligible during the subsidy period (e.g., an individual involuntarily terminated on March 15, 2021 or an individual involuntarily terminated on May 1, 2021)

Assistance Eligible Individuals include employees plus affected spouses and children.

Eligible Coverage

Coverage eligible for the subsidy includes all health coverage for which COBRA must generally be provided with the exception of health flexible spending accounts (FSA). Thus, individuals may receive subsidized coverage for dental and vision coverage as well as medical coverage. The subsidy is also available for continuation coverage required by State “mini-COBRA” laws if that coverage is similar to federally-mandated COBRA coverage.

Duration of Eligibility

The COBRA subsidy begins on April 1, 2021, and will end on September 30, 2021; however, the subsidy for an individual will end earlier than September 30, 2021 if the

individual loses eligibility for continuation coverage under the normal COBRA rules – e.g., when the 18-month maximum COBRA period has ended – or becomes *eligible* for disqualifying coverage. Disqualifying coverage includes coverage under another group health plan (other than coverage consisting only of excepted benefits, coverage under a health FSA, or a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA)) and Medicare.¹

Individuals who become eligible for other group health plan coverage or Medicare are required to notify their group health plans. The timing and format for that notification will be provided in future regulations. Individuals who do not notify their group health plans as required may be penalized. The general penalty is \$250 per failure, but if the failure is intentional, the penalty is the greater of \$250 or 110% of the amount of the subsidy. Penalties will not be assessed if a failure was due to reasonable cause and not willful neglect.

Extended Election Periods

An Assistance Eligible Individual must be given a new 60-day COBRA election period. In other words, Assistance Eligible Individuals may make COBRA elections during the period beginning on April 1, 2021, and ending 60 days after they are given the required notification of the extended election period. Thus, individuals who had not previously elected COBRA continuation and those who had coverage, but dropped coverage and are still eligible are entitled to a new (or additional) COBRA election period.

Enrollment Options

Generally, the coverage made available to Assistance Eligible Individuals should be the same coverage in effect prior to their COBRA qualifying events. However, solely for purposes of ARPA, employers may – but are not required to – permit Assistance Eligible Individuals to select coverage under other options (other than a health FSA, an excepted benefit, or a QSEHRA) offered by the employer. Enrollment in different coverage may be permitted only if:

1. The premium is not greater than the premium for the coverage in which the individual was enrolled at the time of the qualifying event;

¹ Individuals who become eligible for other group health plan coverage or Medicare are not eligible for the subsidy. But note that these individuals may still be eligible for COBRA. Under COBRA rules, COBRA coverage may be terminated only if the individual first enrolls in a group health plan or Medicare after the date of the COBRA election. State rules for similar continuation coverage may be slightly different and may terminate continuation coverage under different circumstances (for example, when an individual becomes *eligible* for Medicare).

2. The other coverage is also offered to similarly situated active employees at the time of the election; and
3. The other coverage is not coverage that provides only excepted benefits (e.g., a separate dental or vision benefit), a QSEHRA, or a health FSA.

An individual must make an election within 90 days after the date of notice informing the individual of the enrollment option.

Subsidy Amount

Individuals who qualify for the COBRA subsidy are not required to pay a COBRA premium. The group health plan will cover the cost, which will be reimbursed (including the administrative fee) by the Federal government via a payroll tax credit.

COBRA Notices

ARPA will require notification to Assistance Eligible Individuals in three forms: notice of the availability of premium assistance; an extended election notice; and notice of expiration of subsidy.

Notice of Availability of Premium Assistance

Group health plans are required to provide a general COBRA notice that includes information about the availability of the COBRA subsidy. Plans are permitted to modify existing notices to include the additional language or, alternatively, to provide the additional information in a separate notice. ARPA instructs the Secretary of Labor (Secretary), in consultation with the Secretary of Health and Human Services and the Secretary of the Treasury, to provide a model notice within 30 days after enactment of ARPA. Employers may use the new model, or as in the past, use their own notices as long as the content requirements are satisfied.

Contents of the new general notice (or the separate COBRA subsidy notice) include:

- Forms needed to establish eligibility for premium assistance
- The name, address, and telephone number of the plan administrator and any other entity maintaining relevant information in connection with the subsidy (e.g., COBRA administrator)
- A description of the additional election period

- A description of the individual's responsibility to notify the plan of eligibility for other group health plan coverage or Medicare, including information about the penalty for failure to do so
- A prominently displayed description of the individual's right to the COBRA subsidy
- If the employer has decided to permit medical plan option changes, a description of the available option(s)

Notice of Extended Election Period

A new COBRA election notice must be sent to individuals who are eligible for the new 60-day election period – i.e., individuals who were eligible previously but did not elect and those who elected but discontinued COBRA coverage. Similar to the general COBRA notice, the Secretary is required to provide a new model election notice within 30 days after enactment of ARPA.

Notice of Expiration of Subsidy

ARPA also adds one new COBRA notice – a notice advising an individual who is receiving a COBRA subsidy about the expiration of the subsidy if the subsidy terminates before September 30, 2021. This notice must be sent within a 30-day time period that begins 45 days before, and ends 15 days before, the date on which the COBRA subsidy will expire. The notice must advise the individual that the individual's COBRA subsidy will be ending soon and must include the actual expiration date. It must also include a statement that the qualified beneficiary may be eligible for continued coverage without the COBRA subsidy. The notice is not required if the individual is losing eligibility for the subsidy as the result of becoming eligible for coverage under another group health plan or Medicare. ARPA requires the Secretary to provide a model notice within 45 days after enactment of ARPA.

Reimbursement via Payroll Tax Credit

Similar to the tax credit available to employers who provide paid leave and health coverage as required under the Families First Coronavirus Response Act (FFCRA), employers sponsoring group health plans may be reimbursed for the 100% COBRA premium subsidy via credits against certain payroll taxes. The tax credit is available to private employers and non-federal governmental employers subject to COBRA. Additional rules governing the coordination of this credit with credits under the FFCRA will apply (e.g., no double counting). The Secretary of the Treasury is directed to

provide forms and instructions for employers and group health plans and to provide additional guidance for multiemployer plans and Professional Employer Organizations.

Employer Action Steps

- Identify individuals who may be eligible for the COBRA subsidy and who may be eligible to make a new election
- Determine if they will modify their current COBRA general and election notices or will send a supplemental notice to individuals eligible for a new COBRA election
- Determine if they will modify and use their own COBRA general and election notices for new qualifying events, or will wait until the Secretary provides model notices
- Decide if they want to permit individuals eligible for the COBRA subsidy to elect a less expensive medical option
- Coordinate with their COBRA administrator to ensure that they are in agreement concerning who will perform the actions required (e.g., send notices, determine if an individual is eligible for the subsidy)

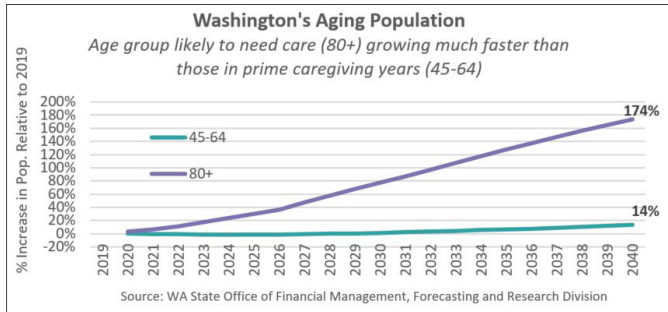
Additional steps may be required once regulatory guidance is released.

To download or print a copy of this article, please use this [link](#).

The intent of this analysis is to provide general information regarding the provisions of current federal laws and regulation. It does not necessarily fully address all your organization's specific issues. It should not be construed as, nor is it intended to provide, legal advice. Your organization's general counsel or an attorney who specializes in this practice area should address questions regarding specific issues.

Aging and Long-Term Support Administration Long-Term Services and Supports Trust Act

The Challenge



7 in 10 of Us Will Need Long-Term Care as We Age

Families are becoming less able to meet the needs of older adults. The ratio of potential caregivers to older adults will decline from 7:1 in 2019 to 3:1 in 2040.



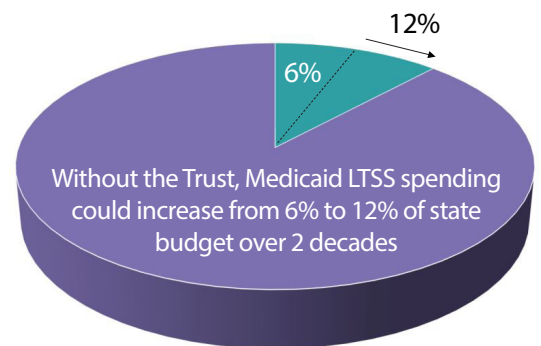
Long-Term Care is Expensive

\$33k to \$66k annually for 20 to 40 hours/week of home care
\$69k to \$131k annually for facility care

Most Seniors Can't Afford Long-Term Care

\$56k is the median income of Washington seniors
Half have no 401(k) or pension income

\$↓ Without the Trust, people must spend down their savings to qualify for Medicaid long-term services and supports (LTSS).



The LTSS Trust

Governor Inslee signs the bill into law.

2019

Working Washingtonians begin paying premiums.

2022

Benefits begin for qualified beneficiaries.

2025

Like Social Security:

- LTSS Trust is affordable insurance to protect us all against a risk most of us will face.
- We pay in while working and receive benefits when we need them.
- Contributions can only be used for Trust benefits.

0.58% of wages

A typical Washington earner making \$52,075 annually will contribute \$302 a year, or \$25.17 a month.

If you are **self-employed**, you can opt into the Trust.

The Benefits

The benefit can be used for a range of services and supports, such as:

- Professional in-home care, nursing home stays and other long-term care
- Adaptive equipment and assistive technology
- Home accessibility modifications
- Support for family members who are providing care
- Home-delivered meals
- Rides to the doctor

To receive the benefit, you must have contributed:

- At least 10 years without a break of 5 or more years, or
- 3 of the past 6 years and have a need for assistance with activities of daily living

\$36.5K Each person is entitled to a lifetime benefit of \$36,500 to pay for long-term services and supports.

\$3.7B By reducing the burden on the state's Medicaid system, the Long-Term Services and Supports Trust Act will save taxpayers \$3.7 billion by 2052.



Memorandum

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-170

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748
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TITLE:

Monthly Financial Report/Quarterly Overtime Report

OVERVIEW STATEMENT:

Review the Monthly Financial Report from January 1, 2021 through March 31, 2021. Please note these numbers are not final as the City is continuing to go through its year-end closing procedures.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Review of the City's finances between January 1, 2021 and March 31, 2021.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Each month the Finance Department reviews the previous month's financial performance. Some highlights from the March Monthly Report, include:

General Fund

- Revenue collections are over targets by approximately 22% or \$4.2 million.

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-170

Type: Committee Memo

- Sales tax has exceeded targets by approximately 70% or \$4.3 million. One-time sales tax on construction continues to be the revenue driver at \$3.8 million for the year with \$1.1 million received in March.
- Utility taxes are below budgeted projections by approximately 5.9% or \$184 thousand, consistent with past months. We expect to see an increase in the coming months due to a rate increase imposed by Puget Sound Energy.
- Licenses & Permits revenue exceeded targets by 41% or \$2 million and includes both business license permits and development permits.
- Expenditures are below budget by approximately 8.55% or \$2.16 million.

Other Funds

- The Recreation Activity Fund has continued to receive field rental revenue and is starting to receive program revenue.
- The Water/Wastewater Utility saw a slight increase in commercial billings from February, but the amount is still under the amount billed in January.
- Expenditures in the CIP are low at 5.23%

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:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Date: 4/27/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-170

Type: Committee Memo

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

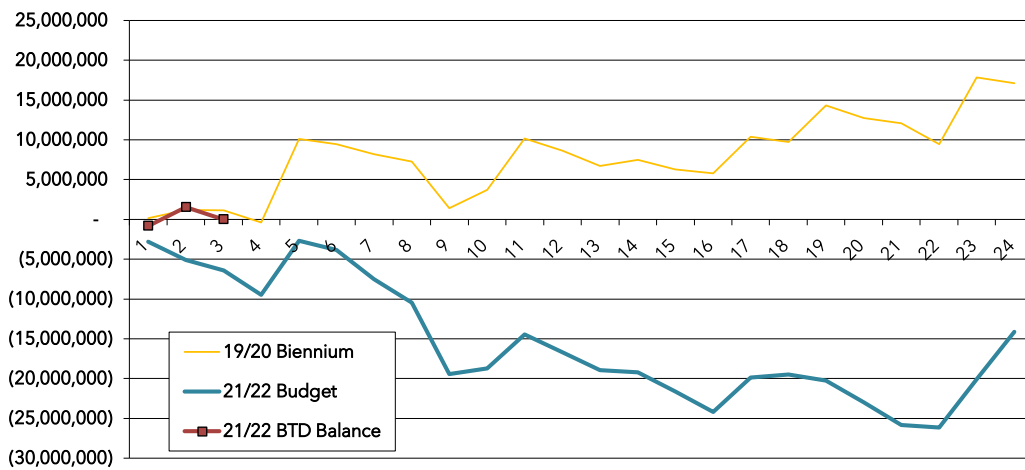
ATTACHMENTS:

Attachment A: Monthly Financial Report Ending March 31, 2021

City of Redmond, WA
Monthly Cash Flow Summary - General Fund
2021-2022

	Revenue Budget	BTD Revenue	Expenditure Budget	BTD Expenditures	BTD Balance	On-going Balance
Begin Bal.	-	-	-	-	-	14,144,344
January	5,649,471	6,844,377	8,433,011	7,673,414	(829,037)	13,315,307
February	11,743,133	16,658,712	16,866,021	15,118,248	1,540,464	15,684,808
March	18,911,921	23,127,811	25,299,032	23,136,491	(8,680)	14,135,664
April	24,236,871	-	33,732,042	-	-	-
May	39,481,536	-	42,165,053	-	-	-
June	46,733,583	-	50,598,063	-	-	-
July	51,536,294	-	59,031,074	-	-	-
August	56,981,750	-	67,464,084	-	-	-
September	61,742,687	-	81,169,623	-	-	-
October	70,856,216	-	89,575,161	-	-	-
November	83,535,311	-	97,980,699	-	-	-
December	89,687,574	-	106,386,238	-	-	-
January	95,833,424	-	114,791,776	-	-	-
February	104,010,385	-	123,197,315	-	-	-
March	109,956,714	-	131,602,853	-	-	-
April	115,813,424	-	140,008,391	-	-	-
May	128,536,786	-	148,413,930	-	-	-
June	137,312,272	-	156,819,468	-	-	-
July	144,996,764	-	165,225,006	-	-	-
August	150,635,170	-	173,630,545	-	-	-
September	156,211,049	-	182,036,083	-	-	-
October	164,294,141	-	190,441,622	-	-	-
November	178,770,162	-	198,847,160	-	-	-
December	187,588,577	-	201,732,921	-	-	-

Cash Flows Without Beginning Balance



Notes:

BTD = Biennium To Date

The "on-going balance" column combines the beginning balance with the results from the previous months.

Refer to Page 16 for explanation on negative trends, budget variances and other observations.

This is a preliminary report prior to audit however all amounts are expected to be accurate.

This report and the City's full budgets and financial reports are available on our web site at:

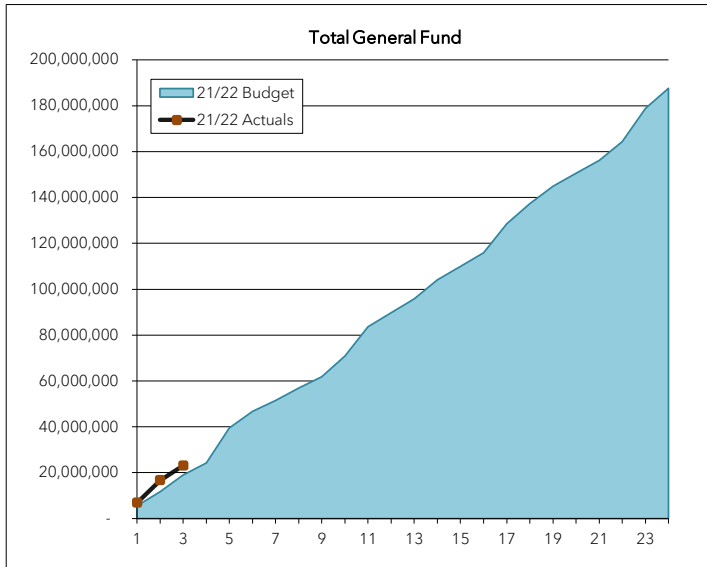
<https://www.redmond.gov/267/Financial-Reports>

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

General Fund

	Biennial Budget	Actual	Over / (Under) %
January	5,649,471	6,844,377	21.15%
February	11,743,133	16,658,712	41.86%
March	18,911,921	23,127,811	22.29%
April	24,236,871		
May	39,481,536		
June	46,733,583		
July	51,536,294		
August	56,981,750		
September	61,742,687		
October	70,856,216		
November	83,535,311		
December	89,687,574		
January	95,833,424		
February	104,010,385		
March	109,956,714		
April	115,813,424		
May	128,536,786		
June	137,312,272		
July	144,996,764		
August	150,635,170		
September	156,211,049		
October	164,294,141		
November	178,770,162		
December	187,588,577		
Percent collected to date		12.3%	

Normalized: adjusted for one-time sales tax revenue

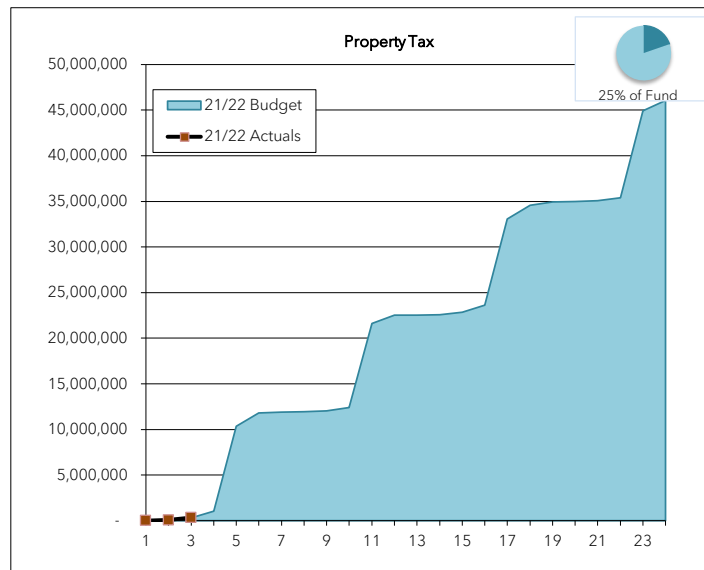


The charts on pages 2 through 6 illustrate General Fund revenues.
It is within the General Fund that general taxes are accounted for.
The blue (shaded) background is the current budget. The dark black solid line is the actual experience this biennium.

Property Tax

**25% of Total
Budget- GF**

	Biennial Budget	Actual	Over / (Under) %
January	-	-	0.00%
February	30,184	58,298	93.15%
March	301,181	334,234	10.97%
April	1,019,592		
May	10,363,687		
June	11,801,094		
July	11,907,174		
August	11,945,374		
September	12,015,231		
October	12,417,039		
November	21,608,746		
December	22,540,562		
January	22,540,562		
February	22,567,082		
March	22,863,467		
April	23,635,793		
May	33,046,401		
June	34,556,291		
July	34,920,243		
August	34,989,260		
September	35,080,879		
October	35,417,548		
November	44,932,344		
December	46,064,549		
Percent collected to date		0.7%	

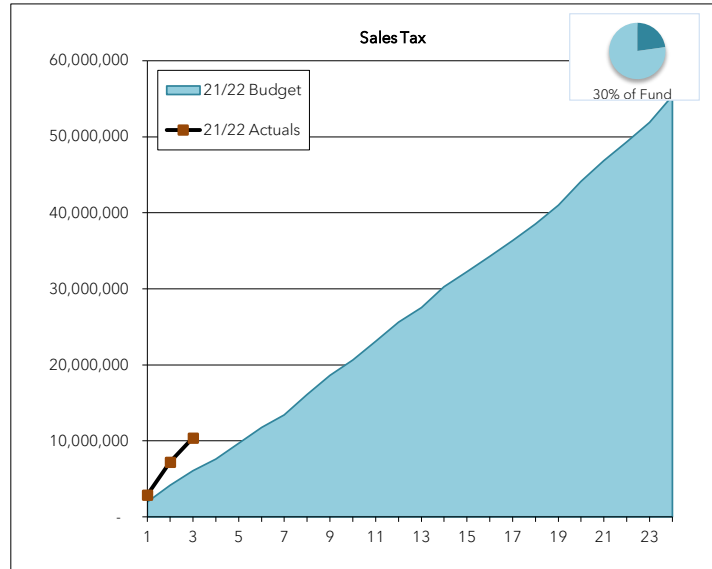


Property taxes are paid twice a year (in May and November).
Most property taxes are accounted for in the General Fund however property taxes are also found in
Funds 012, 035, 036, and 037.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Sales/ Other Taxes

	Biennial Budget	Actual	30% of Total Budget- GF Over / (Under) %
January	1,975,547	2,908,610	47.23%
February	4,156,599	7,197,435	73.16%
March	6,092,928	10,413,848	70.92%
April	7,620,175		
May	9,687,591		
June	11,785,212		
July	13,398,985		
August	16,082,014		
September	18,613,301		
October	20,613,816		
November	23,071,163		
December	25,608,256		
January	27,549,528		
February	30,280,992		
March	32,256,893		
April	34,256,984		
May	36,331,557		
June	38,548,274		
July	41,013,673		
August	44,133,582		
September	46,864,183		
October	49,307,215		
November	51,872,199		
December	55,389,821		
Percent collected to date		18.8%	



Normalized: adjusted for one-time sales tax revenue

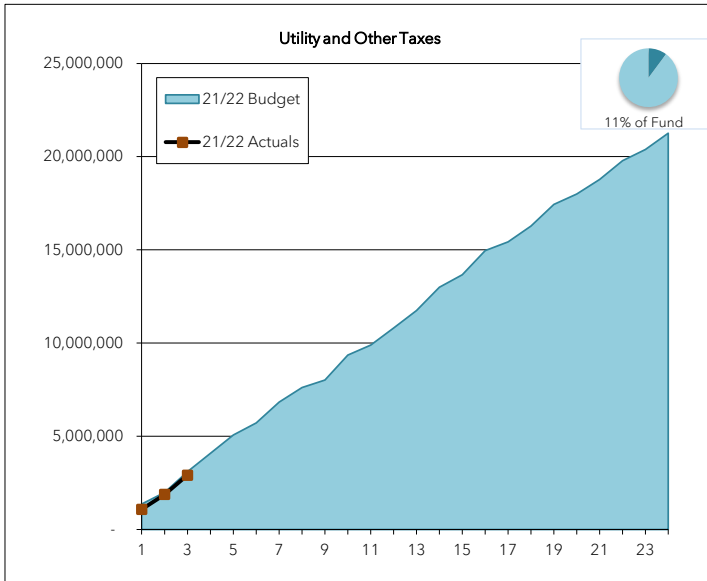
The total sales tax rate is 10.1% of the value of the sale of which 0.85% comes to the city for general government purposes and 0.01% for criminal justice. (most of the rest goes to other jurisdictions including 68% to the state).

"Normalized" refers to taxes received not related to tax audits.

Sales tax is the largest single revenue source in the General Fund. It is collected by the state and sent to the city about two months after the actual sales transaction. It includes retail sales and use tax, criminal justice and natural gas use tax.

Utility / Other Taxes

	Biennial Budget	Actual	11% of Total Budget- GF Over / (Under) %
January	1,366,219	1,078,073	-21.09%
February	1,993,054	1,884,330	-5.46%
March	3,101,481	2,916,633	-5.96%
April	4,096,216		
May	5,079,527		
June	5,722,589		
July	6,828,830		
August	7,609,399		
September	8,028,134		
October	9,351,439		
November	9,901,144		
December	10,812,596		
January	11,757,063		
February	12,988,838		
March	13,666,024		
April	14,959,081		
May	15,425,828		
June	16,291,152		
July	17,437,416		
August	17,988,441		
September	18,787,032		
October	19,789,071		
November	20,387,068		
December	21,262,999		
Percent collected to date		13.7%	



The utility tax rate is 6% of the gross revenues of electricity, telephone, cell phone, garbage and natural gas companies.

The cable television utility tax rate is 6% and franchise fee is 5%. Other taxes include admissions and gambling taxes.

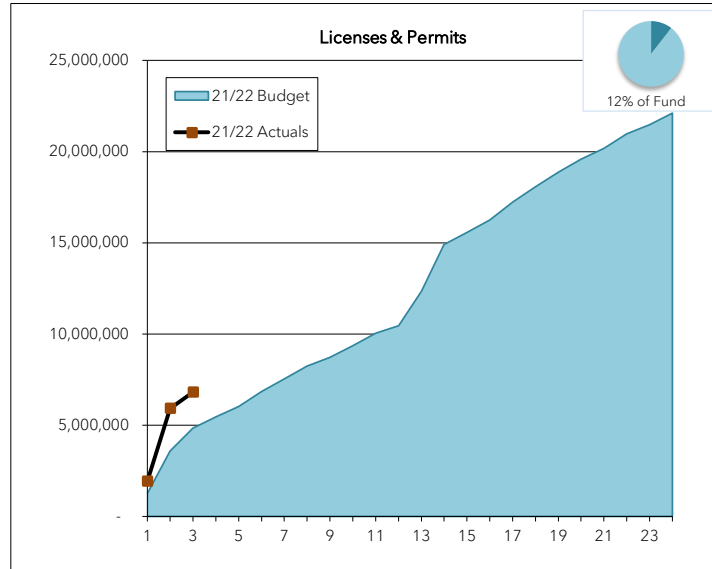
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Licenses & Permits

12% of Total
Budget- GF
Over /
(Under) %

	Biennial Budget	Actual	Over / (Under) %
January	1,270,590	1,928,743	51.80%
February	3,591,229	5,916,119	64.74%
March	4,845,053	6,815,049	40.66%
April	5,458,464		
May	6,025,699		
June	6,849,391		
July	7,537,131		
August	8,250,337		
September	8,723,495		
October	9,361,436		
November	10,044,360		
December	10,450,074		
January	12,340,506		
February	14,904,962		
March	15,561,884		
April	16,240,165		
May	17,229,148		
June	18,078,387		
July	18,862,056		
August	19,577,456		
September	20,165,872		
October	20,965,021		
November	21,477,760		
December	22,108,251		

Percent collected to date 30.8%



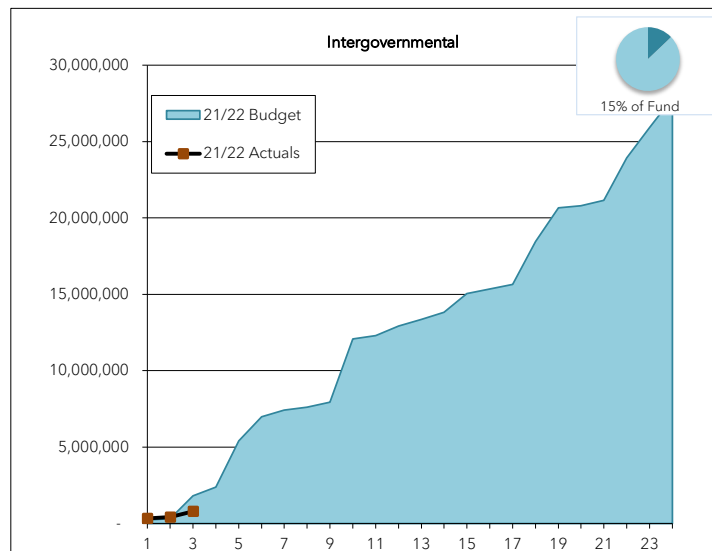
Business license rates are \$51.00 in 2021 and \$52.00 in 2022 per employee within the business.
The estimates for business license are \$7.2 million for the biennium.
The permits are largely development related and are estimated to be almost \$12.5 million for the biennium.

Intergovernmental

15% of Total
Budget- GF
Over /
(Under) %

	Biennial Budget	Actual	Over / (Under) %
January	233,367	334,654	43.40%
February	320,048	416,834	30.24%
March	1,820,580	795,469	-56.31%
April	2,373,700		
May	5,412,395		
June	6,992,545		
July	7,429,531		
August	7,610,988		
September	7,938,740		
October	12,090,481		
November	12,290,946		
December	12,935,502		
January	13,351,137		
February	13,812,223		
March	15,052,193		
April	15,358,375		
May	15,662,076		
June	18,457,712		
July	20,675,165		
August	20,809,347		
September	21,158,576		
October	23,943,687		
November	25,916,739		
December	27,842,507		

Percent collected to date 2.9%



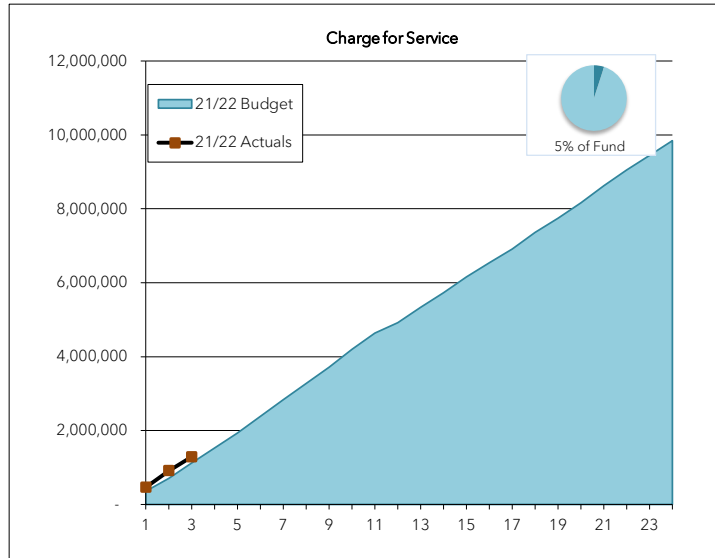
Intergovernmental revenues include contract payments by Fire District 34 for city service to that area (which is 58% of the total), state support for criminal justice efforts, state shared revenues for liquor taxes and liquor profits, and gas tax.
The city accounts for King County EMS levy payments for basic life support in this account as well as a variety of smaller intergovernmental contract payments to the City.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Charges for Service

	Biennial Budget	Actual	5% of Total Budget- GF Over / (Under) %
January	351,832	462,250	31.38%
February	710,735	910,991	28.18%
March	1,122,063	1,287,343	14.73%
April	1,532,321		
May	1,931,711		
June	2,387,924		
July	2,831,449		
August	3,275,527		
September	3,711,658		
October	4,192,412		
November	4,632,301		
December	4,918,671		
January	5,330,332		
February	5,726,291		
March	6,153,764		
April	6,542,249		
May	6,916,882		
June	7,364,955		
July	7,748,086		
August	8,158,641		
September	8,624,486		
October	9,047,273		
November	9,446,625		
December	9,844,126		

Percent collected to date 13.1%

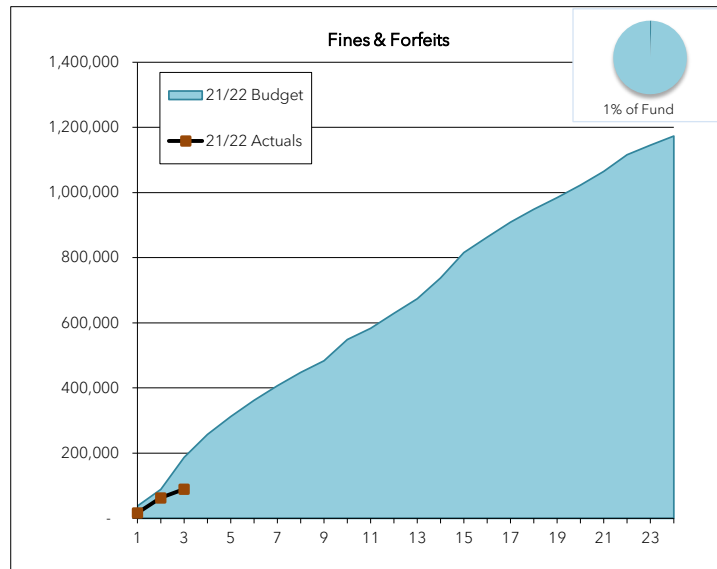


Charges for service include development services and chargebacks for city overhead to other (self-sustaining) funds.

Fines & Forfeits

	Biennial Budget	Actual	1% of Total Budget- GF Over / (Under) %
January	38,249	16,579	-56.65%
February	89,459	62,953	-29.63%
March	187,411	89,727	-52.12%
April	257,195		
May	313,001		
June	362,331		
July	406,780		
August	448,304		
September	483,535		
October	548,574		
November	583,727		
December	629,480		
January	673,856		
February	738,259		
March	815,828		
April	863,180		
May	908,849		
June	948,759		
July	983,823		
August	1,023,090		
September	1,065,303		
October	1,115,676		
November	1,145,999		
December	1,173,491		

Percent collected to date 7.6%



Fines and forfeits collected by the district court on behalf of city for violations of city codes (traffic infractions and misdemeanors). The City accounted for this net of the amount sent to the state until October of 2007 when we began accounting for the full revenue.

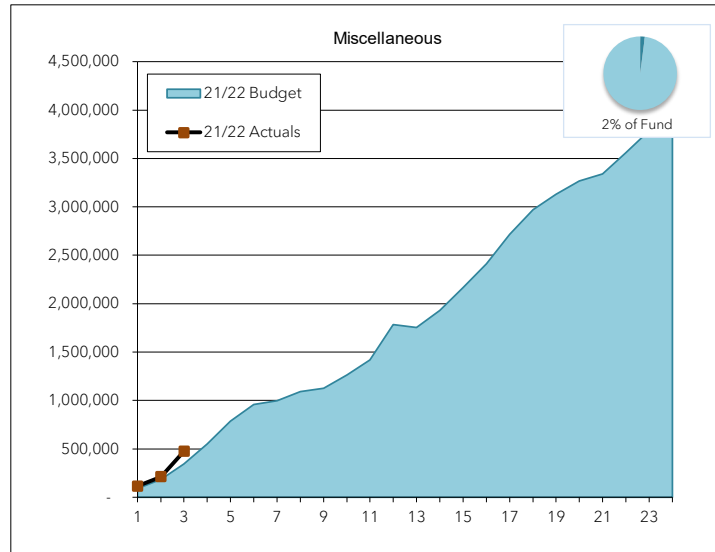
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Miscellaneous

2% of Total
Budget- GF

	Biennial Budget	Actual	Over / (Under) %
January	90,364	115,467	27.78%
February	185,081	211,752	14.41%
March	343,058	475,507	38.61%
April	549,976		
May	787,956		
June	957,001		
July	996,661		
August	1,091,795		
September	1,126,478		
October	1,263,033		
November	1,418,220		
December	1,782,792		
January	1,753,088		
February	1,928,907		
March	2,167,003		
April	2,409,317		
May	2,717,072		
June	2,968,590		
July	3,128,327		
August	3,267,099		
September	3,339,511		
October	3,559,519		
November	3,788,060		
December	3,902,833		

Percent collected to date 12.2%



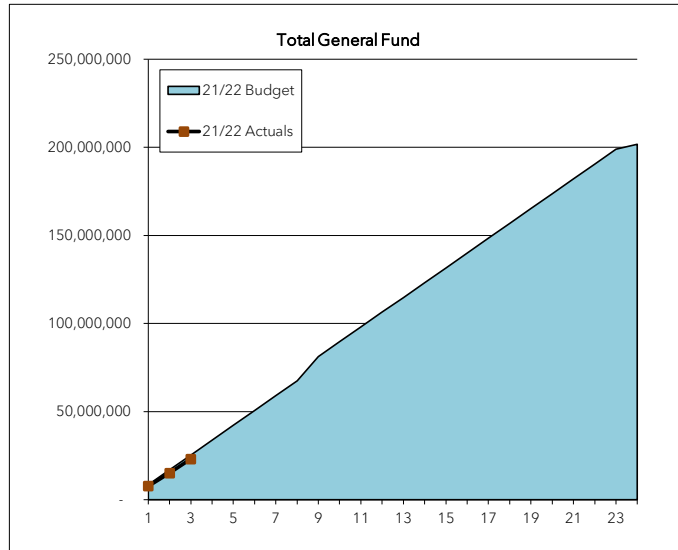
Miscellaneous revenues includes interest earnings on cash, rental revenues and other smaller revenues that do not fit into one of the above categories.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Total General Fund

	Biennial Budget	Actual	Over / (Under) %
January	8,433,011	7,673,414	-9.01%
February	16,866,021	15,118,248	-10.36%
March	25,299,032	23,136,491	-8.55%
April	33,732,042		
May	42,165,053		
June	50,598,063		
July	59,031,074		
August	67,464,084		
September	81,169,623		
October	89,575,161		
November	97,980,699		
December	106,386,238		
January	114,791,776		
February	123,197,315		
March	131,602,853		
April	140,008,391		
May	148,413,930		
June	156,819,468		
July	165,225,006		
August	173,630,545		
September	182,036,083		
October	190,441,622		
November	198,847,160		
December	201,732,921		

% spent 11.47%



The General Fund accounts for services as described in each of the charts below.

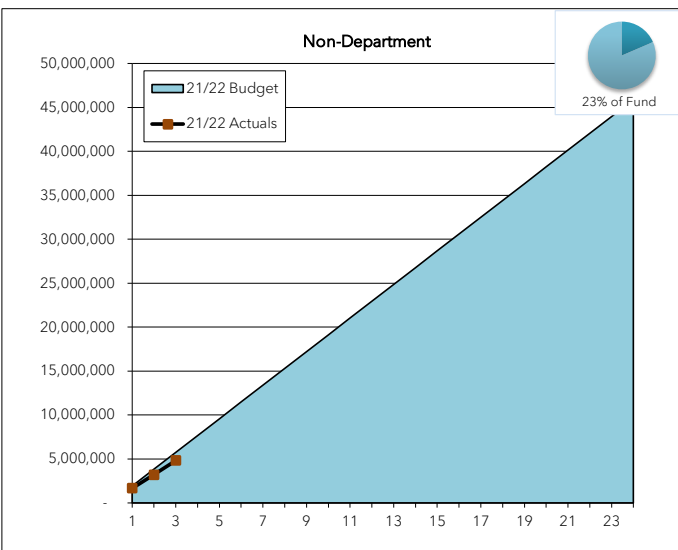
The blue (shaded) background is the current budget. The dark black solid line is the actual experience this year.

Non-Departmental

23% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	1,911,561	1,663,951	-12.95%
February	3,823,121	3,213,113	-15.96%
March	5,734,682	4,821,404	-15.93%
April	7,646,242		
May	9,557,803		
June	11,469,364		
July	13,380,924		
August	15,292,485		
September	17,204,045		
October	19,115,606		
November	21,027,166		
December	22,938,727		
January	24,850,288		
February	26,761,848		
March	28,673,409		
April	30,584,969		
May	32,496,530		
June	34,408,091		
July	36,319,651		
August	38,231,212		
September	40,142,772		
October	42,054,333		
November	43,965,893		
December	45,877,454		

% spent 10.51%



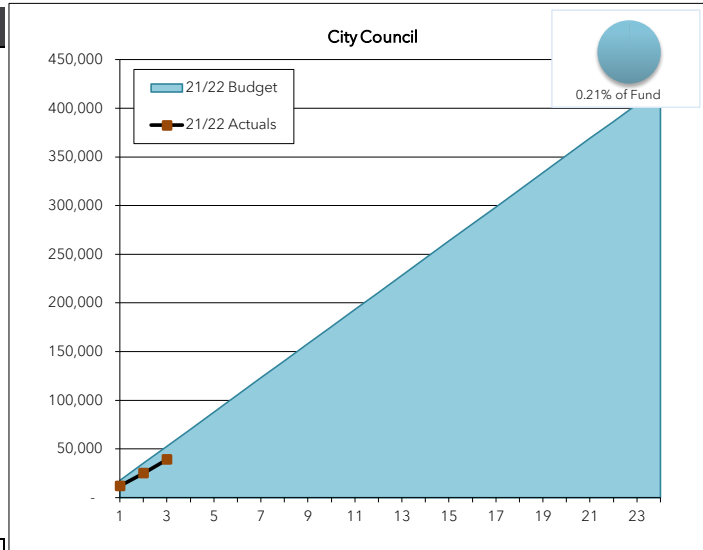
Non-departmental includes insurance payments, transfers to capital improvement funds, transfers to Technology & Information System fund, payment to the district court, and other smaller general city payments.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

City Council

0.21% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	17,568	11,980	-31.81%
February	35,136	24,925	-29.06%
March	52,705	39,010	-25.98%
April	70,273		
May	87,841		
June	105,409		
July	122,977		
August	140,545		
September	158,114		
October	175,682		
November	193,250		
December	210,818		
January	228,386		
February	245,954		
March	263,523		
April	281,091		
May	298,659		
June	316,227		
July	333,795		
August	351,363		
September	368,932		
October	386,500		
November	404,068		
December	421,636		



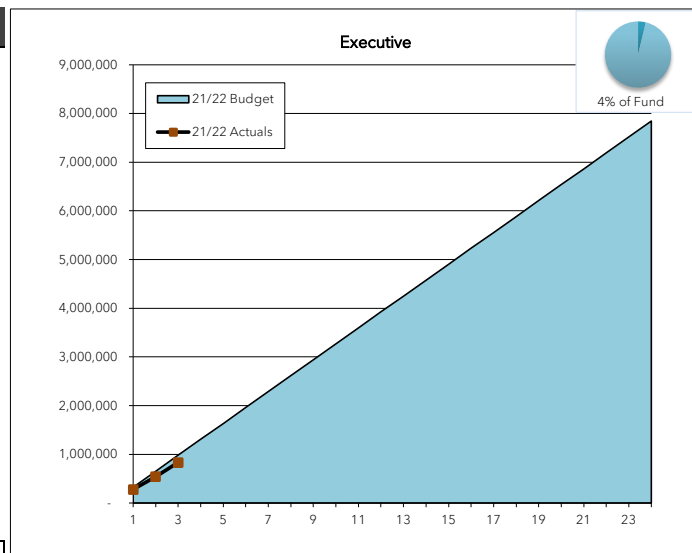
% spent 9.25%

City Council budget accounts for City Council and related expenses.

Executive

4% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	326,904	279,754	-14.42%
February	653,807	543,690	-16.84%
March	980,711	834,437	-14.92%
April	1,307,614		
May	1,634,518		
June	1,961,421		
July	2,288,325		
August	2,615,228		
September	2,942,132		
October	3,269,035		
November	3,595,939		
December	3,922,842		
January	4,249,746		
February	4,576,649		
March	4,903,553		
April	5,230,456		
May	5,557,360		
June	5,884,263		
July	6,211,167		
August	6,538,070		
September	6,864,974		
October	7,191,877		
November	7,518,781		
December	7,845,684		



% spent 10.64%

Executive budget provides for the mayor's office, city communications, city clerk's office, and customer service. City Clerk (GF) supports the Mayor and City Council, oversees the Hearing Examiner function, coordinates City elections and monitors state legislative actions.

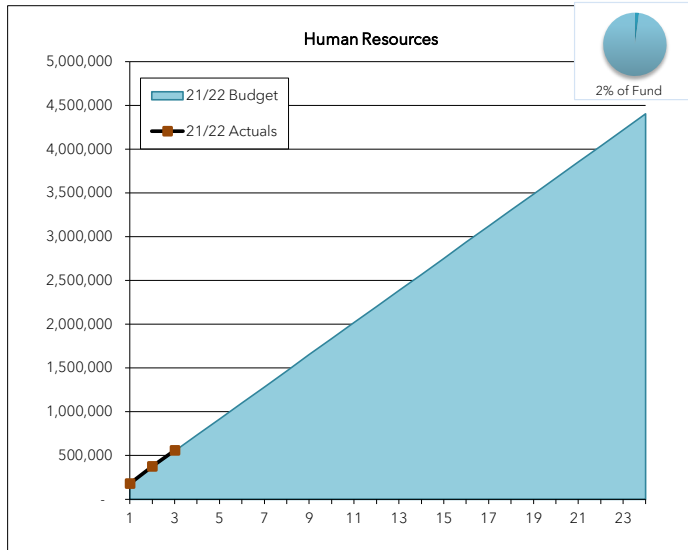
City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

Human Resources

2% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	183,511	179,568	-2.15%
February	367,022	376,528	2.59%
March	550,533	558,922	1.52%
April	734,044		
May	917,555		
June	1,101,066		
July	1,284,577		
August	1,468,088		
September	1,651,599		
October	1,835,110		
November	2,018,621		
December	2,202,132		
January	2,385,642		
February	2,569,153		
March	2,752,664		
April	2,936,175		
May	3,119,686		
June	3,303,197		
July	3,486,708		
August	3,670,219		
September	3,853,730		
October	4,037,241		
November	4,220,752		
December	4,404,263		

% spent	12.69%
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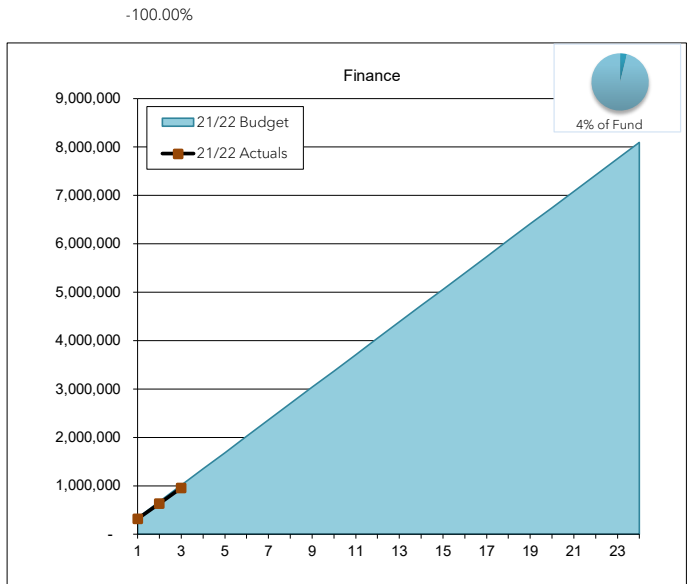
Human Resources accounts for the personnel, recruitments and related functions.

Finance

4% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	337,302	316,827	-6.07%
February	674,604	630,644	-6.52%
March	1,011,905	956,266	-5.50%
April	1,349,207		
May	1,686,509		
June	2,023,811		
July	2,361,112		
August	2,698,414		
September	3,035,716		
October	3,373,018		
November	3,710,319		
December	4,047,621		
January	4,384,923		
February	4,722,225		
March	5,059,526		
April	5,396,828		
May	5,734,130		
June	6,071,432		
July	6,408,733		
August	6,746,035		
September	7,083,337		
October	7,420,639		
November	7,757,940		
December	8,095,242		

% spent	11.81%
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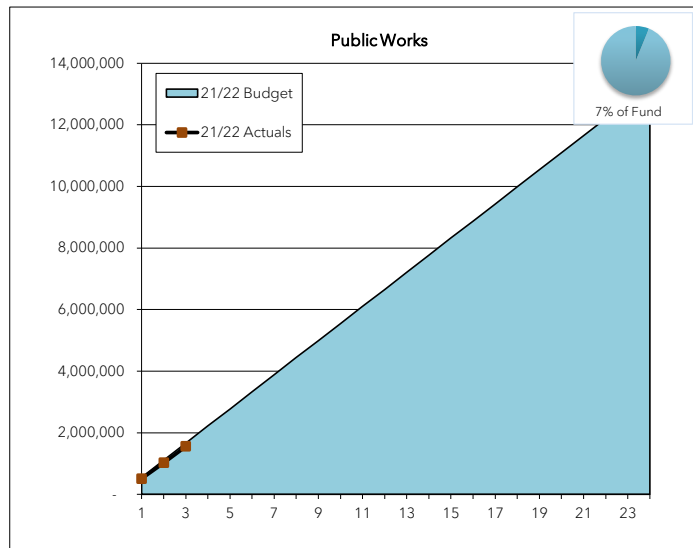
Finance Department provides for accounting, payroll processing, purchasing / payments, financial planning, treasury within the finance discipline.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Public Works

7% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	554,782	507,309	-8.56%
February	1,109,564	1,023,384	-7.77%
March	1,664,345	1,551,987	-6.75%
April	2,219,127		
May	2,773,909		
June	3,328,691		
July	3,883,473		
August	4,438,254		
September	4,993,036		
October	5,547,818		
November	6,102,600		
December	6,657,382		
January	7,212,163		
February	7,766,945		
March	8,321,727		
April	8,876,509		
May	9,431,290		
June	9,986,072		
July	10,540,854		
August	11,095,636		
September	11,650,418		
October	12,205,199		
November	12,759,981		
December	13,314,763		



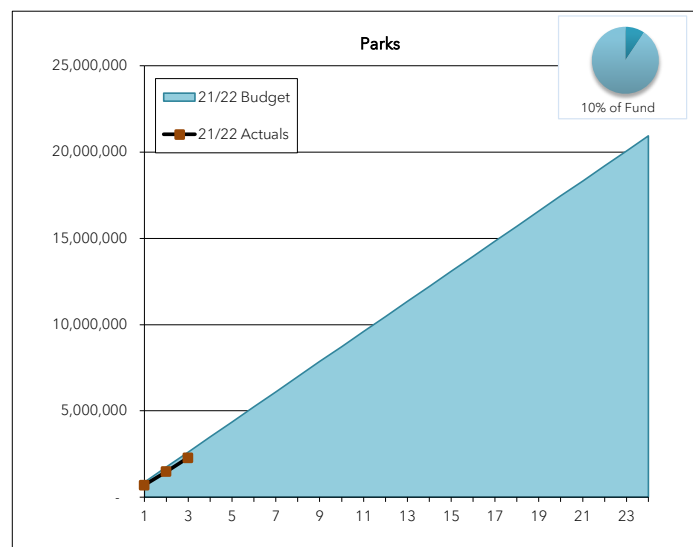
% spent 11.66%

Public Works within the General Fund accounts for maintenance, street maintenance, traffic systems, construction inspection as well as department oversight.

Parks

10% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	872,409	704,106	-19.29%
February	1,744,817	1,479,068	-15.23%
March	2,617,226	2,292,666	-12.40%
April	3,489,635		
May	4,362,043		
June	5,234,452		
July	6,106,860		
August	6,979,269		
September	7,851,678		
October	8,724,086		
November	9,596,495		
December	10,468,904		
January	11,341,312		
February	12,213,721		
March	13,086,129		
April	13,958,538		
May	14,830,947		
June	15,703,355		
July	16,575,764		
August	17,448,173		
September	18,320,581		
October	19,192,990		
November	20,065,398		
December	20,937,807		



% spent 10.95%

Parks within the General Fund provide for the senior center, some maintenance and some recreation activities (as well as department oversight).
The parks planning function is also in this account.

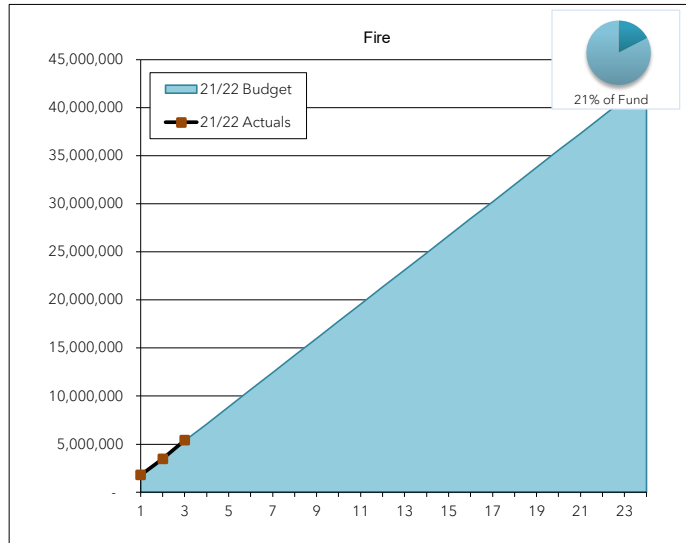
City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Fire

21% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	1,778,340	1,784,068	0.32%
February	3,556,680	3,466,348	-2.54%
March	5,335,020	5,398,266	1.19%
April	7,113,360		
May	8,891,700		
June	10,670,040		
July	12,448,380		
August	14,226,720		
September	16,005,060		
October	17,783,400		
November	19,561,740		
December	21,340,080		
January	23,118,419		
February	24,896,759		
March	26,675,099		
April	28,453,439		
May	30,231,779		
June	32,010,119		
July	33,788,459		
August	35,566,799		
September	37,345,139		
October	39,123,479		
November	40,901,819		
December	42,680,159		

% spent 12.65%



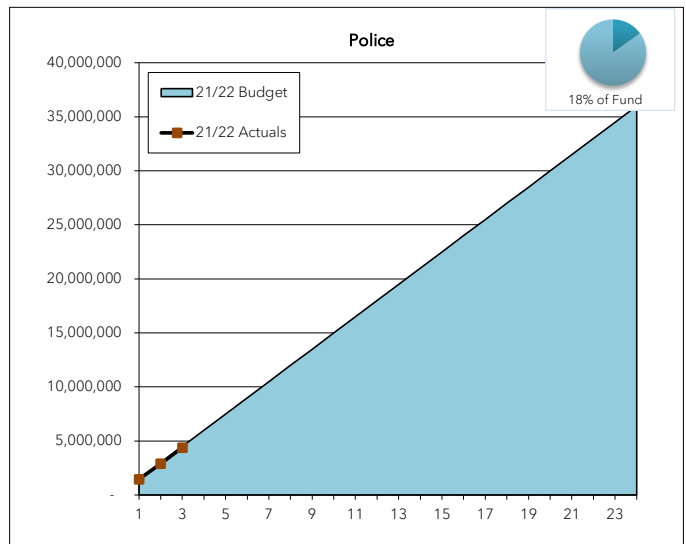
The Fire Department basic services are provided for in this account.
In addition, "advanced life support" is accounted for in Fund 122 and Fire Services Levy activity is found in Fund 035.

Police

18% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	1,499,855	1,469,236	-2.04%
February	2,999,710	2,893,464	-3.54%
March	4,499,565	4,398,683	-2.24%
April	5,999,419		
May	7,499,274		
June	8,999,129		
July	10,498,984		
August	11,998,839		
September	13,498,694		
October	14,998,548		
November	16,498,403		
December	17,998,258		
January	19,498,113		
February	20,997,968		
March	22,497,823		
April	23,997,677		
May	25,497,532		
June	26,997,387		
July	28,497,242		
August	29,997,097		
September	31,496,952		
October	32,996,806		
November	34,496,661		
December	35,996,516		

% spent 12.22%



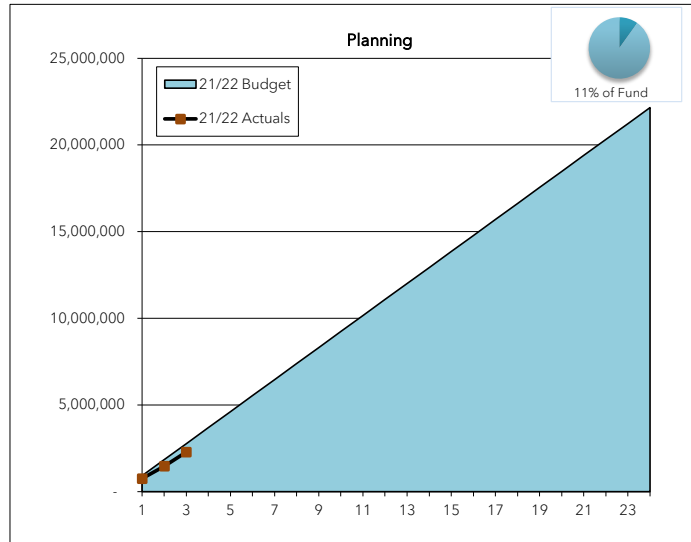
The Police Department services are provided for within this account.
Other activity occurs in other funds (Fund 126 - Drug Enforcement and Fund 036 - Police Services Levy Funds).

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Planning

11% of Total Fund

	Biennial Budget	Actual	Over / (Under) %
January	923,308	756,615	-18.05%
February	1,846,616	1,467,083	-20.55%
March	2,769,925	2,284,850	-17.51%
April	3,693,233		
May	4,616,541		
June	5,539,849		
July	6,463,157		
August	7,386,466		
September	8,309,774		
October	9,233,082		
November	10,156,390		
December	11,079,699		
January	12,003,007		
February	12,926,315		
March	13,849,623		
April	14,772,931		
May	15,696,240		
June	16,619,548		
July	17,542,856		
August	18,466,164		
September	19,389,472		
October	20,312,781		
November	21,236,089		
December	22,159,397		



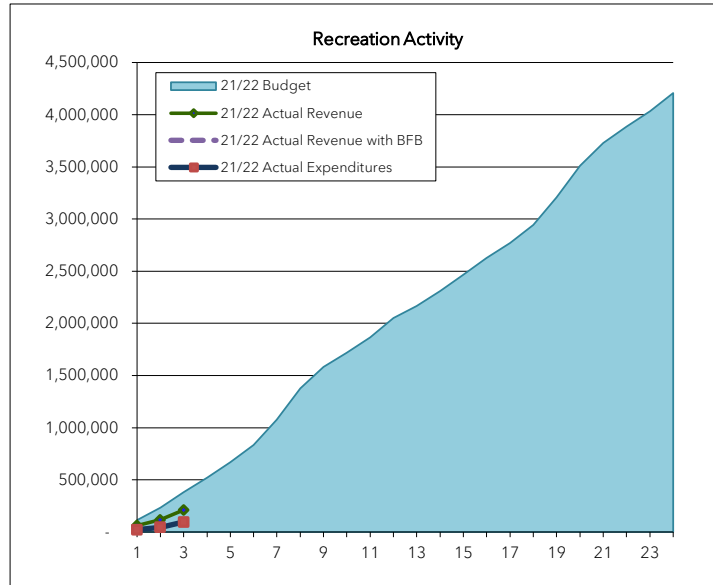
% spent 10.31%

The Planning Department is largely accounted for in this budget which includes the permit center, long-range and short-range planning, and plan reviews.

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Recreation Activity Fund (Fund 110)

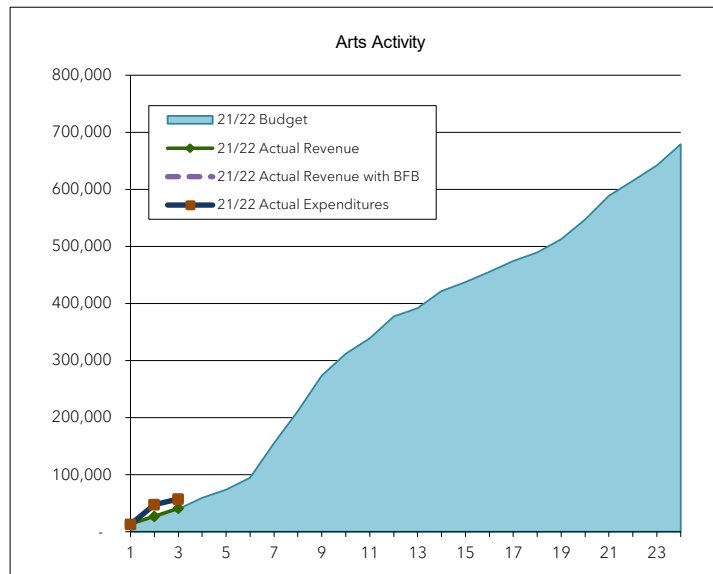
	Biennial Budget	Actual	Over / (Under) %
January	113,528	22,787	-79.93%
February	234,424	46,159	-80.31%
March	381,212	96,142	-74.78%
April	520,727		
May	671,023		
June	832,648		
July	1,077,135		
August	1,376,172		
September	1,580,085		
October	1,717,124		
November	1,865,391		
December	2,051,776		
January	2,164,692		
February	2,309,675		
March	2,466,121		
April	2,625,910		
May	2,771,124		
June	2,941,998		
July	3,206,724		
August	3,511,764		
September	3,726,819		
October	3,886,562		
November	4,032,884		
December	4,207,550		
BTB Status		2.28%	



These charts include a lighter solid (purple) revenue line for the fund.
The dashed line is the revenue without beginning fund balance.
The Recreation Activity fund is a self sustaining (by fees collected) for recreation activities.

Arts Activity Fund (Fund 011)

	Biennial Budget	Actual	Over / (Under) %
January	11,676	12,870	10.22%
February	26,944	47,438	76.06%
March	40,176	57,501	43.12%
April	59,599		
May	73,309		
June	94,434		
July	155,558		
August	211,365		
September	273,860		
October	311,663		
November	339,255		
December	377,696		
January	391,385		
February	421,983		
March	437,516		
April	455,929		
May	474,299		
June	489,508		
July	512,810		
August	547,387		
September	588,354		
October	615,131		
November	642,298		
December	679,044		
BTB Status		8.47%	

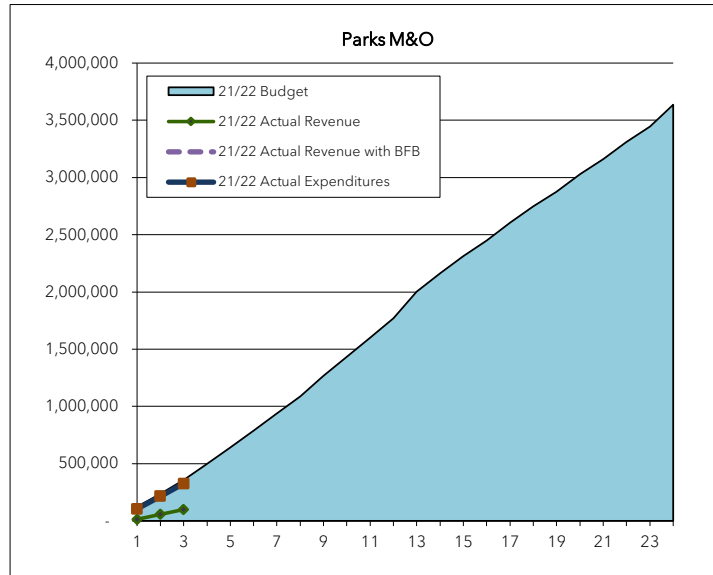


The Arts Activity Fund accounts for salaries and benefits that support the arts programs within the City.
Revenues are primarily a \$1.50 per capita transfer from the General Fund

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Parks M&O Fund (Fund 012)

	Biennial Budget	Actual	Over / (Under) %
January	123,864	104,668	-15.50%
February	238,315	215,900	-9.41%
March	357,747	326,497	-8.74%
April	501,105		
May	642,945		
June	789,169		
July	936,978		
August	1,088,628		
September	1,268,487		
October	1,432,896		
November	1,602,781		
December	1,769,394		
January	2,002,122		
February	2,163,213		
March	2,312,795		
April	2,447,571		
May	2,606,176		
June	2,747,206		
July	2,876,696		
August	3,028,566		
September	3,162,374		
October	3,310,100		
November	3,445,783		
December	3,636,220		
	BTD Status	8.98%	

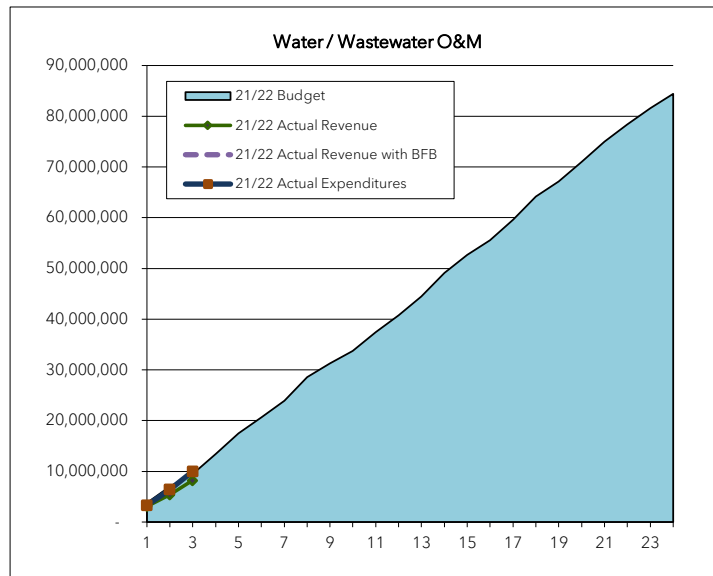


The Parks M&O Fund accounts for voter approved special operating levies
to support the maintenance of the City's park system.

(517,240)

Water/Wastewater O&M Fund (Fund 401)

	Biennial Budget	Actual	Over / (Under) %
January	3,752,078	3,318,452	-11.56%
February	7,037,008	6,439,813	-8.49%
March	9,460,565	9,977,805	5.47%
April	13,428,911		
May	17,506,510		
June	20,656,645		
July	23,911,026		
August	28,605,038		
September	31,306,558		
October	33,751,272		
November	37,403,782		
December	40,726,779		
January	44,474,273		
February	49,116,872		
March	52,659,277		
April	55,506,468		
May	59,643,691		
June	64,199,838		
July	67,106,220		
August	71,041,710		
September	75,001,026		
October	78,345,787		
November	81,614,396		
December	84,418,594		
	BTD Status	11.82%	

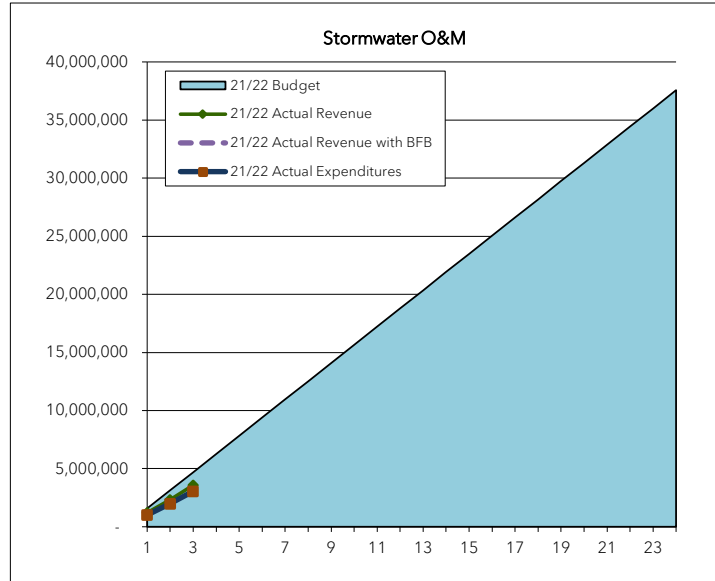


The Water/Wastewater O&M Fund accounts for the operations of the city's water and wastewater utilities.
A transfer from these revenues is made to support the capital improvements necessary to maintain and develop
related facilities. These improvements are accounted for in Funds 403 and 404.

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Stormwater O&M Fund (Fund 405)

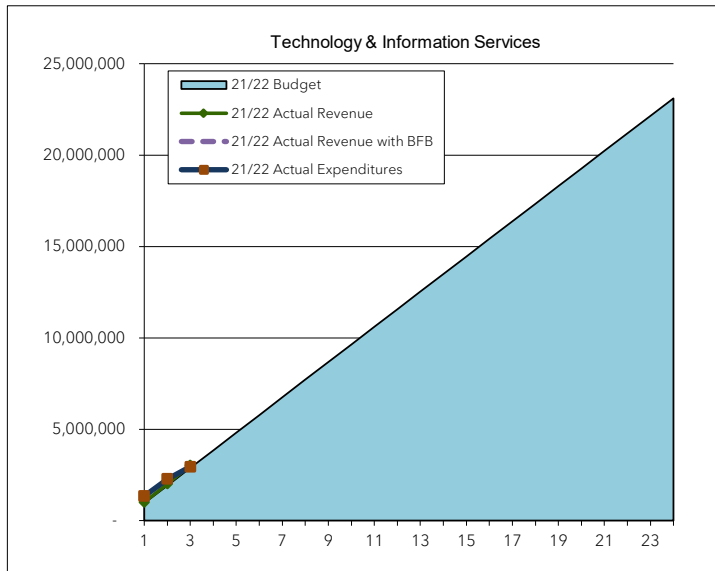
	Biennial Budget	Actual	Over / (Under) %
January	1,565,501	1,010,945	-35.42%
February	3,131,003	1,988,282	-36.50%
March	4,696,504	3,052,476	-35.01%
April	6,262,005		
May	7,827,506		
June	9,393,008		
July	10,958,509		
August	12,524,010		
September	14,089,512		
October	15,655,013		
November	17,220,514		
December	18,786,016		
January	20,351,517		
February	21,917,018		
March	23,482,519		
April	25,048,021		
May	26,613,522		
June	28,179,023		
July	29,744,525		
August	31,310,026		
September	32,875,527		
October	34,441,028		
November	36,006,530		
December	37,572,031		
BTD Status		8.12%	



The Stormwater O&M Fund accounts for the operations and maintenance activities related to managing surface and stormwater. A transfer from these revenues is made to support the capital improvements necessary to maintain and develop related facilities. These improvements are accounted for in fund 406.

Technology & Information Services Fund (520)

	Biennial Budget	Actual	Over / (Under) %
January	962,642	1,334,445	38.62%
February	1,925,284	2,267,646	17.78%
March	2,887,926	2,946,622	2.03%
April	3,850,567		
May	4,813,209		
June	5,775,851		
July	6,738,493		
August	7,701,135		
September	8,663,777		
October	9,626,418		
November	10,589,060		
December	11,551,702		
January	12,514,344		
February	13,476,986		
March	14,439,628		
April	15,402,269		
May	16,364,911		
June	17,327,553		
July	18,290,195		
August	19,252,837		
September	20,215,479		
October	21,178,120		
November	22,140,762		
December	23,103,404		
% spent		12.75%	

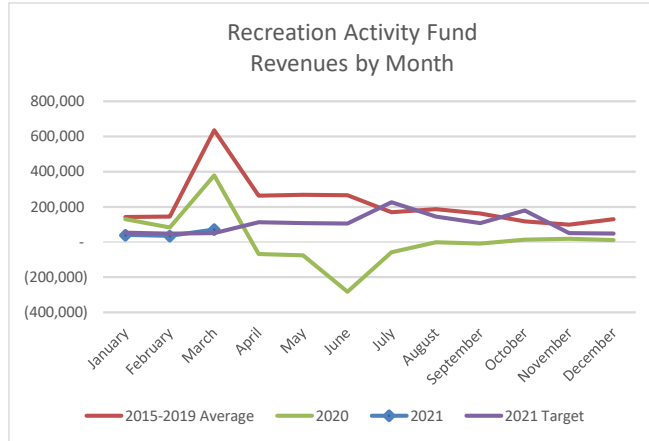


Information Technology (Fund 520) provides for applications support, service desk, GIS and Network Services.

**City of Redmond, WA
Monthly Summary
2021-2022**

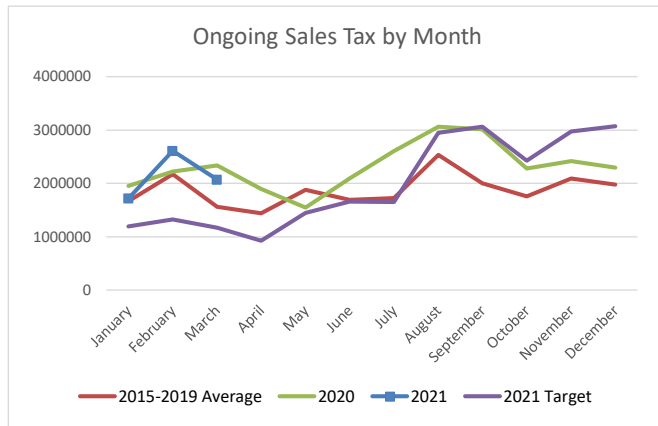
Recreation Activity Fund (Revenue)

	2020 Actual	2021 Target	2021 Actual	Over / (Under) %
January	130,247	53,850	40,201	-25.35%
February	83,174	47,617	35,229	-26.02%
March	378,764	51,107	71,150	39.22%
April	(69,069)	112,995		
May	(76,835)	106,493		
June	(282,805)	104,479		
July	(58,152)	226,139		
August	(654)	144,367		
September	(8,596)	106,473		
October	12,685	178,791		
November	19,341	50,030		
December	11,762	48,116		
Total	139,862	1,230,459	146,580	



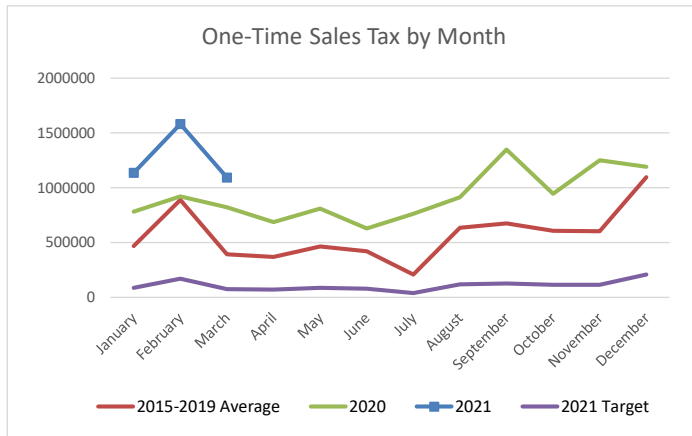
Sales Tax Ongoing

	2020 Actual	2021 Target	2021 Actual	Over / (Under) %
January	1,952,341	1,195,559	1,715,696	43.51%
February	2,221,155	1,319,927	2,608,829	97.65%
March	2,334,677	1,171,825	2,070,853	76.72%
April	1,898,462	924,258		
May	1,546,038	1,443,642		
June	2,092,981	1,660,031		
July	2,603,920	1,652,743		
August	3,060,908	2,944,276		
September	3,016,332	3,063,762		
October	2,280,419	2,421,339		
November	2,417,706	2,974,269		
December	2,293,861	3,070,789		
Total	27,718,800	23,842,418	6,395,378	



Sales Tax One-time

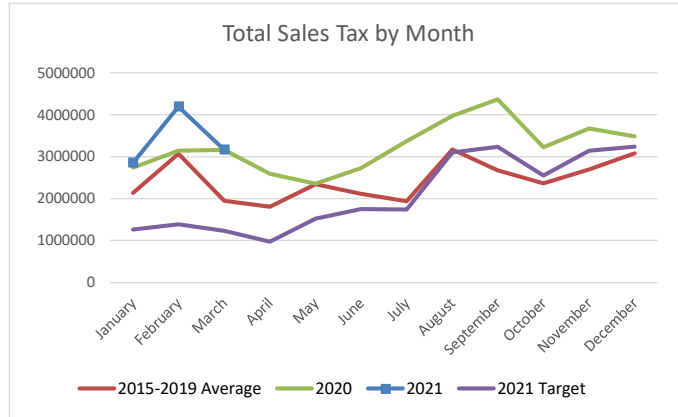
	2020 Actual	2021 Target	2021 Actual	Over / (Under) %
January	781,737	88,954	1,136,228	1177.33%
February	920,545	169,354	1,581,654	833.93%
March	822,571	74,892	1,093,805	1360.52%
April	688,885	70,059		
May	809,742	88,689		
June	628,998	80,420		
July	763,279	39,685		
August	911,909	121,030		
September	1,349,108	128,116		
October	946,672	115,427		
November	1,252,592	114,661		
December	1,190,306	208,713		
Total	11,066,344	1,300,000	3,811,687	



**City of Redmond, WA
Monthly Summary
2021-2022**

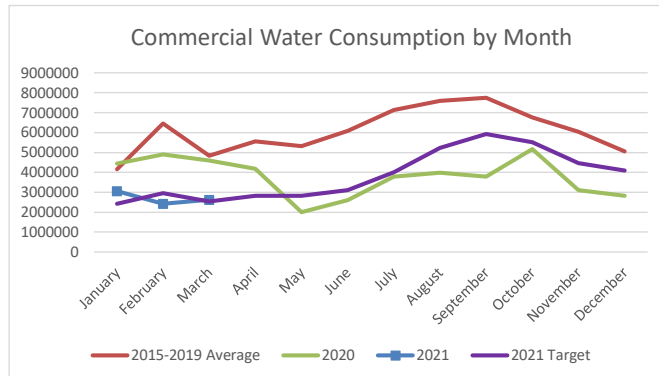
Sales Tax Total

	2020 Actual	2021 Target	2021 Actual	Over / (Under) %
January	2,734,078	1,260,747	2,851,924	126.21%
February	3,141,700	1,391,895	4,190,482	201.06%
March	3,157,248	1,235,718	3,164,658	156.10%
April	2,587,347	974,653		
May	2,355,780	1,522,356		
June	2,721,979	1,750,544		
July	3,367,199	1,742,858		
August	3,972,817	3,104,812		
September	4,365,440	3,230,812		
October	3,227,091	2,553,361		
November	3,670,298	3,136,440		
December	3,484,167	3,238,223		
Total	38,785,144	25,142,418	10,207,064	



Water Consumption Report

	2020 Actual	2021 Target	2021 Actual	Over / (Under) %
January	4,432,400	2,423,590	3,059,200	26.23%
February	4,897,100	2,948,920	2,424,200	-17.79%
March	4,604,300	2,549,755	2,619,400	2.73%
April	4,171,300	2,831,400		
May	2,003,600	2,828,215		
June	2,610,400	3,106,480		
July	3,788,100	4,013,808		
August	3,982,200	5,236,046		
September	3,779,400	5,926,200		
October	5,168,700	5,517,200		
November	3,103,300	4,465,800		
December	2,831,100	4,083,500		
Total	45,371,900	45,930,915	8,102,800	



City of Redmond, WA
Monthly All Funds Recap
March-21
(Note - Biennial Budget)

FUND	Beginning Balance	Revenues	Expenditure Budget	Expenditures	Ending Balance	% Expended
Arts Activity	107,883	41,075	679,044	57,501	91,457	8.47%
Business Tax	1,594,799	5,303,340	11,849,645	626,300	6,271,839	5.29%
Capital Replacement Reserve	2,853,833	250,000	4,853,833	117,710	2,986,123	2.43%
Community Events	53,403	24,277	762,363	28,856	48,824	3.79%
Fire Equipment Reserve	3,533,723	112,061	4,430,207	29,256	3,616,528	0.66%
Public Safety Levy Fund	3,809,686	234,675	15,717,546	1,814,571	2,229,790	11.54%
General Gov't Major Maint	10,640,683	462,765	15,879,596	362,961	10,740,487	2.29%
General Fund	14,144,344	23,127,811	201,732,921	23,136,491	14,135,664	11.47%
Human Services Grants	2,617,235	415,924	5,279,457	296,400	2,736,759	5.61%
Operating Reserve	7,949,824	-	8,029,824	38,379	7,911,445	0.48%
Parks Levy Fund	430,567	5,353	1,200,074	170,384	265,536	14.20%
Parks Maint. & Operations	752,719	99,241	3,636,220	326,497	525,463	8.98%
Parks Maintenance Prjts	238,236	-	1,360,836	162,344	75,892	11.93%
Real Property Fund	797,160	42,400	1,055,114	3,371	836,189	0.32%
Transportation Maint. Prjt	1,128,915	2,347,540	13,596,553	1,692,313	1,784,142	12.45%
TOTAL GENERAL GOV'T	50,653,010	32,466,462	290,063,233	28,863,334	54,256,138	9.95%
Advanced Life Support	1,454,493	700,229	19,695,613	2,369,676	(214,954)	12.03%
Cable Access Fund	66,308	141	66,982	1,990	64,459	2.97%
Drug Enforcement	117,601	174	117,601	42,426	75,349	36.08%
Fire Donations	434,701	4,825	615,903	-	439,526	
Fleet Maintenance	2,569,175	458,774	9,933,236	578,327	2,449,622	5.82%
General Gov't Capital	1,512,222	143,908	5,092,140	1,215,898	440,232	23.88%
Information Technology	2,031,426	3,010,083	23,103,404	2,946,622	2,094,887	12.75%
Insurance	777,872	352,310	3,714,231	86,466	1,043,716	2.33%
Medical Self Insurance	4,249,406	3,983,545	34,128,975	3,508,890	4,724,061	10.28%
Development Review	7,839,767	1,620,588	19,581,584	1,319,087	8,141,268	6.74%
Non-Voted Bonds	25,955	1,193,757	9,583,033	-	1,219,712	
Novelty Hill Water Projects	10,368,582	196,609	2,212,777	8,258	10,556,933	0.37%
Novelty Hill Utility	5,795,633	1,194,522	21,339,048	1,801,885	5,188,270	8.44%
Novelty Hill Wastewater Proje	12,412,990	209,543	7,419,567	6,397	12,616,136	0.09%
Operating Grants	1,387,841	84,085	2,360,334	145,827	1,326,099	6.18%
Parks Capital Projects	5,574,150	1,580,411	16,518,321	542,017	6,612,544	3.28%
Real Estate Excise Tax	12,721,488	914,545	23,121,488	-	13,636,033	
Recreational Activity	-	211,284	4,207,550	96,142	115,142	2.28%
Solid Waste Recycling	1,038,820	249,309	3,291,433	256,418	1,031,711	7.79%
Stormwater Capital	34,330,429	682,917	15,462,699	235,056	34,778,290	1.52%
Stormwater Management	9,086,396	3,576,123	37,572,031	3,012,066	9,650,453	8.02%
Tourism Hotel/Motel	916,085	30,911	2,090,906	71,364	875,632	3.41%
Transportation Capital Project	25,267,857	3,763,699	26,303,214	284,231	28,747,325	1.08%
Wastewater Construction	6,647,697	281,928	15,450,508	1,368,907	5,560,718	8.86%
Water Capital	11,746,360	803,764	15,302,550	1,167,386	11,382,738	7.63%
Water / Sewer Utility	11,438,546	8,220,103	84,418,594	9,977,805	9,680,844	11.82%
Worker's Compensation	498,155	430,553	4,802,738	602,161	326,547	12.54%
GRAND TOTAL	220,962,965	66,365,103	697,569,693	60,508,636	226,819,432	8.67%

Notes and explanations:

- The Advanced Life Support Fund reflects negative balance because the invoice is submitted on a quarterly basis. The balance will be adjusted in the months of April, July, October and December.

City of Redmond, WA
Monthly Capital Funds Recap
March-21
(Note - Biennial Budget)

FUND	Beginning Balance	Revenues	Expenditure Budget*	Expenditures	Ending Balance	% Expended
Parks Maintenance Pjts	238,236	-	1,360,836	162,344	75,892	11.93%
Transportation Maint. Pjrt	1,128,915	2,347,540	13,596,553	1,692,313	1,784,142	12.45%
General Gov't Major Maint	10,640,683	462,765	15,879,596	362,961	10,740,487	2.29%
General Gov't Capital	1,512,222	143,908	5,092,140	1,215,898	440,232	23.88%
Novelty Hill Water Pjts	10,368,582	196,609	2,212,777	8,258	10,556,933	0.37%
Novelty Hill Wastewtr Pjts	12,412,990	209,543	7,419,567	6,397	12,616,136	0.09%
Parks Capital Pjts	5,574,150	1,580,411	16,518,321	542,017	6,612,544	3.28%
Stormwater Capital	34,330,429	682,917	15,462,699	235,056	34,778,290	1.52%
Transportation Capital Pjts	25,267,857	3,763,699	26,303,214	284,231	28,747,325	1.08%
Wastewater Construction	6,647,697	281,928	15,450,508	1,368,907	5,560,718	8.86%
Water Capital	11,746,360	803,764	15,302,550	1,167,386	11,382,738	7.63%
GRAND TOTAL	119,868,121	10,473,084	134,598,761	7,045,768	123,295,438	5.23%

Notes and explanations:
N/A