

# City of Redmond



## Agenda

### Business Meeting

**Tuesday, January 6, 2026**

**7:00 PM**

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Jessica Forsythe*

*Vanessa Kritzer*

*Angie Nuevacamina*

*Vivek Prakriya*

*Menka Soni*

*Melissa Stuart*

*Vacant*

## REDMOND CITY COUNCIL

### AGENDA SECTION TITLE REFERENCE GUIDE

**Items From The Audience** provides an opportunity for community members to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **three minutes**.

The **Consent Agenda** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

**Public Hearings** are held to receive public comment on important issues and/or issues requiring a public hearing by state statute. Community members wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

**Staff Reports** are presented to the Council by city staff on issues of interest to the Council which do not require Council action.

The **Ombudsperson Report** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting community members in resolving issues with city services. The current ombudsperson is listed on the City Council webpage at [www.redmond.gov/189/city-council](http://www.redmond.gov/189/city-council).

The **Council Committees** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

**Unfinished Business** consists of business or subjects returning to the Council for additional discussion or resolution.

**New Business** consists of subjects which have not previously been considered by Council and which may require discussion and action.

**Ordinances** are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

**Resolutions** are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

**Quasi-Judicial** proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted three minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

**Executive Sessions** - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

**Redmond City Council Agendas, Meeting Videos, and Minutes are available on the City's Web Site:**

<https://redmond.legistar.com/>

**FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:**

Please contact the City Clerk's office at (425) 556-2194 one week in advance of the meeting.

*Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctvlive), Comcast Channel 21/321, Ziply Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371*

## **AGENDA**

### **ROLL CALL**

#### **I. SPECIAL ORDERS OF THE DAY**

- A. Nomination and Appointment of Council Leadership

#### **II. ITEMS FROM THE AUDIENCE**

*Members of the public may address the City Council for a maximum of three minutes per person. Please use the speaker sign-up sheet located at the entry of the City Hall Council Chambers available from 6:30 - 7 p.m. on the day of the meeting.*

*In the event of difficulty attending a meeting in person, please contact the City Clerk (cityclerk@redmond.gov) by 2 p.m. on the day of the meeting to provide written public comment (400-word limit - please label your comment as "Items from the Audience") or for the remote comment registration form.*

#### **III. CONSENT AGENDA**

##### **A. Consent Agenda**

1. Approval of the Minutes: December 2, 2025, Regular Meeting  
(recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for December 2, 2025](#)

2. Approval of Payroll/Direct Deposit and Claims Checks

[Council Payroll Check Approval Register, October 31, 2025](#)

[Payroll Check Approval Register, November 25, 2025](#)

[Payroll Check Approval Register, December 10, 2025](#)

[Check Approval Register, January 6, 2026](#)

3. [AM No. 26-001](#) Approval of the Final Contract with Technical Systems Inc. (TSI), in the Amount of \$3,721,377, and Acceptance of Construction for the Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 Project

*Department: Public Works*

[Attachment A: Project Information Sheet](#)

[Attachment B: Additional Project Information](#)

**Legislative History**

12/2/25 Committee of the Whole - referred to the City Council  
Planning and Public Works

4. [AM No. 26-002](#) Approval of a Consultant Agreement with DKS Associates, for the Citywide Safe Speed Study and Audit Project, in the Amount of \$152,207

*Department: Public Works*

[Attachment A: Consultants Services Agreement](#)

[Attachment B: Notification of Grant Award](#)

**Legislative History**

12/2/25 Committee of the Whole - referred to the City Council  
Planning and Public Works

5. [AM No. 26-003](#) Approval of the HSO Contract, in the Amount of \$603,071, to Support the City's D365 Financial System

*Department: Technology and Information Services*

[Attachment A: Managed Services Agreement](#)

[Attachment B: Cost Table](#)

**Legislative History**

12/9/25 Committee of the Whole - referred to the City Council  
Finance, Administration,  
and Communications



6. [AM No. 26-004](#) Approval of the 2026-2028 Collective Bargaining Agreement between the City of Redmond and Teamsters Local No. 117 Representing Police Lieutenants

a. Ordinance No. 3245: An ordinance of the City of Redmond, Washington Amending the 2026 “LT” Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants

*Department: Human Resources*

[Attachment A: Redline of 2026-2028 Teamsters-Police Lieutenants Collective Bargaining Agreement](#)

[Attachment B: Summary of Outcomes in 2026-2028 Police Lieutenants CBA](#)

[Attachment C: Ordinance Amending the 2026 Pay and Pay Plan for Teamsters-Police Lieutenants Employees](#)

[Exhibit 1: 2026 Police Lieutenants Pay Plan “LT”](#)

**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

**2. Ombudsperson Report**

*December: Nuevacamina*

*January: Kritzer*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

- A. [AM No. 26-005](#) Approval of 2026 Non-Represented Pay Plans
- a. Ordinance No. 3246: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “E” in Order to Set Salaries for the Executive Employees for the Year 2026; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3247: An Ordinance of the City of Redmond, Washington, Amending Pay Plans “N” and “N-S,” in Order to Set Salaries for the Non-Represented Employees for the Year 2026; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3248: An Ordinance of the City of Redmond, Washington, Amending Pay Plan “G-S” in Order to Set Salaries for the General Supplemental Employees for the Year 2026; Providing for Severability and Establishing an Effective Date

*Department: Human Resources*

[Attachment A: Proposed Salary Ordinance for Executive Pay Plan](#)

[Exhibit 1: 2026 Executive Pay Plan “E”](#)

[Attachment B: Proposed Salary Ordinance for Non-Represented and Non-Represented](#)

[Exhibit 1: 2026 Non-Represented Pay Plan "N"](#)

[Exhibit 2: 2026 Non-Represented Supplemental Pay Plan “N-S”](#)

[Attachment C: Proposed Salary Ordinance for General Supplemental Pay Plan](#)

[Exhibit 1: 2026 General Supplemental Pay Plan “G-S”](#)

[Attachment D: 2026 Pay Plan Updates - Summary of Changes](#)

[Attachment E: 2026 Executive Org Chart](#)

**Legislative History**

12/9/25

Committee of the Whole -  
Finance, Administration,  
and Communications

referred to the City Council

**VII. EXECUTIVE SESSION**

- A. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 15 minutes
- B. Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes

#### VIII. ADJOURNMENT

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/6/2026  
**Meeting of:** City Council  
Day

**File No.** SPC 25-101  
**Type:** Special Orders of the

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Nomination and Appointment of Council Leadership



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** SPC 25-105  
**Type:** Minutes

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Approval of the Minutes: December 2, 2025, Regular Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

## **CALL TO ORDER**

A Regular Meeting of the Redmond City Council was called to order by Mayor Angela Birney at 7 p.m. The meeting was held in the Redmond City Hall Council Chambers.

## **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Forsythe, Kritzer, Nuevacamina, and Stuart

Absent: Councilmember Fields

MOTION: Councilmember Anderson moved to excuse Councilmember Fields from attendance at the meeting. The motion was seconded by Councilmember Forsythe.

VOTE: The motion passed without objection (5-0).

## **SPECIAL ORDERS OF THE DAY:**

- A. Recognition of Outgoing Council Members for their Service to the Redmond Community

Mayor Birney stated that Councilmembers Anderson and Fields are leaving Council. They were recognized and thanked for their service. Councilmember Anderson spoke in reflection of being on the Council.

- B. Redmond Elected Officials Swearing-in Ceremony

The Honorable Judge Michael Finkle administered the swearing-in for the newly elected officials.

Mayor Birney announced the meeting will go into a 30-minute recess at this time.

*(Recess 7:23 p.m., reconvene 7:57 p.m.)*

## **ITEMS FROM THE AUDIENCE**

Mayor Birney opened Items from the Audience at this time. The following persons spoke:

- Qiong Chen - in support of AM No. 25-191;
- Connor Graham - Old Firehouse Teen Center decision process and health related issues;

- Faith 2386 - Old Firehouse Teen Center decision process and needing to center teen voices;
- Erin Hamilton - public comment process and safety concerns in Redmond;
- Boliver Choi - bus route changes with the loss of bus stops, English learning resources, parks and trails maintenance, benches, more cultural and social services;
- Wolfe Adriatico - fairness in the public comment process, not addressing criticism, and misinformation;
- Linda Seltzer - corporate responsibility in environmental problems;
- David Morton - carbon neutrality delay of a decade to 2040 and new metrics;
- Eugino Vidalas - in support of the new and outgoing Councilmembers, high home prices and rent costs;
- Joe Kunzler - public comment requirements;
- Noah Radford - support for the outgoing Councilmembers and keeping the location of the Old Firehouse Teen Center;
- Sasha Glenn - Old Firehouse Teen Center decision process, support for the outgoing Councilmembers, and the need for the Council to look at the facts;
- Nic Davies (Written Comment) - affordability in Redmond and Washington State;
- Emi (Written Comment) - Old Firehouse Teen Center; and
- Susie E McVety-Baker (Written Comment) - Request for a Sunday bus route.

#### **CONSENT AGENDA**

MOTION: Councilmember Stuart moved to approve the Consent Agenda. The motion was seconded by Councilmember Anderson.

VOTE: The motion to approve the Consent Agenda passed without objection (5-0).

1. Approval of the Minutes: November 18, 2025, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#15144 through #15452

\$787,673.99

3. AM No. 25-189: Approval of Contract with MAKERS, in the Amount of \$149,978, for the Citywide Design Standards Update
4. AM No. 25-190<sup>1</sup>: Approval of Appointment and Reappointment to the Community Facilities District (CFD) 2016-01 Board of Supervisors
5. AM No. 25-191<sup>2</sup>: Adoption of a Resolution for the 2025 Environmental Sustainability Action Plan
  - a. Resolution No. 1616: A Resolution of the City Council of the City of Redmond, Washington, Adopting the 2025-2030 Environmental Sustainability Action Plan
6. AM No. 25-192: Adoption of an Ordinance for the Capital Facilities Plan 2050 - General Government
  - a. Ordinance No. 3237: An Ordinance of the City of Redmond, Washington, Amending the Redmond 2050 Comprehensive Plan by Repealing the Capital Facilities Plan 2025-30, Adopting the Redmond Capital Facilities Plan 2050 - General Government, Providing for Severability, and Establishing an Effective Date
7. AM No. 25-193: Adoption of an Ordinance for the 2025-2050 Redmond Fire Department Functional Plan
  - a. Ordinance No. 3238: An Ordinance of the City of Redmond, Washington, Amending the Redmond 2050 Comprehensive Plan by Adopting the 2025-2050 Redmond Fire Functional Plan, Providing for Severability, and Establishing an Effective Date
8. AM No. 25-194: Adoption of an Ordinance for the Short-Term Rental Code Update
  - a. Ordinance No. 3239: An Ordinance of the City of Redmond, Washington, Amending the Redmond Municipal Code, Chapter 5.04 General Business Regulations, for Conformance with State Legislation, to Clarify Communication and Transparency Standards, and to Establish Business Licensing Requirements for Short-

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<sup>1</sup> Councilmember Stuart spoke to this item.

<sup>2</sup> Councilmembers Forsythe, Kritzer and Stuart spoke to this agenda item.



Term Rental Business Operations, Providing for  
Severability and Establishing an Effective Date

9. AM No. 25-195: Adoption of an Ordinance for Development Impact Fees - 2026 Annual Indexing
  - a. Ordinance No. 3240: An Ordinance of the City of Redmond, Washington, Amending Redmond Municipal Code Chapter 3.10, Subsection 3.10.080(C), Park Impact Fees Schedule, Subsection 3.10.080(D), School Impact Fees, and Subsection 3.10.100(C), Transportation Impact Fee Schedule; Providing for Severability; and Establishing an Effective Date
10. AM No. 25-196: Adoption of Resolutions for the Personnel Manual Benefit Changes
  - a. Resolution No. 1617: A Resolution of the City Council of the City of Redmond, Washington Amending Sections 1.40, 7.20, 7.75, 9.30, 9.60, 9.70, 9.130, 9.140, and 10.20, and Establishing Sections 13.35 and 13.60 of the Redmond Personnel Manual
  - b. Resolution No. 1618: A Resolution of the City Council of the City of Redmond, Washington, Adopting City of Redmond Personnel Manual Section 1.40 for Future Changes to the Summary Plan Description for the City of Redmond Self-Insured Medical Plan
11. AM No. 25-197: Adoption of Ordinances Updating the 2026 Pay Plans
  - a. Ordinance No. 3241: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "A" and "AF-S," in Order to Set Salaries for Employees Covered by the AFSCME Bargaining Unit for the Year 2026; Providing for Severability and Establishing an Effective Date
  - b. Ordinance No. 3242: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "EO" in Order to Set Salaries for Elected Officials for the Year 2026; Providing for Severability and Establishing an Effective Date
  - c. Ordinance No. 3243: An Ordinance of the City of Redmond, Washington, Amending the 2026 "P" Pay Plan

for Employees Covered by the Teamsters Local Union  
No. 117 Representing Law Enforcement Officers

12. AM No. 25-198: Approval of the 2026-2028 Collective Bargaining Agreement between City of Redmond and International Association of Fire Fighters (IAFF) No. 2829 Union Representing the Represented Fire Support Employees in the Fire Department and Adoption of an Ordinance Amending the Pay Plan

a. Ordinance No. 3244: An Ordinance of the City of Redmond, Washington Amending the 2026 FS Pay Plan for Employees Covered by the International Association of Fire Fighters No. 2829 Union Representing the Represented Fire Support Employees in the Fire Department

**ITEMS REMOVED FROM THE CONSENT AGENDA: NONE**

#### **HEARINGS AND REPORTS**

##### Ombudsperson Reports:

Councilmember Stuart reported receiving resident contacts regarding: automatic license plate readers; Council vacancy process; and Redmond Lights.

Councilmember Forsythe reported receiving resident contacts regarding: Council vacancy process; Teen Center; stop sign at 140<sup>th</sup>; Sixty-01; STEM volunteers; and Montessori school.

Councilmember Kritzer reported receiving resident contacts regarding: Council vacancy information session.

##### Committee Reports:

Councilmember Stuart provided committee reports:

- Committee of the Whole - Planning and Public Works;
- Growth Management Planning Council;
- OneRedmond Government Affairs; and
- Sound Cities Association Nominating Committee.

Councilmember Kritzer provided a committee report:

- WRIA 8 Salmon Recovery Council;
- Lake Sammamish Kokanee Interlocal Agreement; and

- National League of Cities Conference.

Councilmember Forsythe provided committee reports:

- Housing and Legislation; and
- Applied for an Association of Washington Cities committee.

Councilmember Nuevacamina provided a committee report:

- Cascade Water Alliance.

Mayor Birney spoke regarding Local Leaders Forum; Sound Transit Light Rail Station opening; and a meeting with Senator Patty Murray.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION: NONE**

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:01 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: January 6, 2026*



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** SPC 25-106  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

City of Redmond  
Payroll Check Approval Register  
Pay period: 10/1 - 10/31/2025  
Check Date: 10/31/2025

Check Total:	\$	2,183.78
Direct Deposit Total:	\$	11,149.52
Wires & Electronic Funds Transfers:	\$	4,571.34
Grand Total:	\$	17,904.64

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188826** through **188826** ,  
Direct deposits numbered **194492** through **194498** , and  
Electronic Fund transfers **1905** through **1905**  
are approved for payment in the amount of **\$17,904.64**  
on this **30th day of October 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 10/1 - 10/31/2025  
Check Date: 10/31/2025

Total Checks and Direct deposit:	\$	14,449.32
Wire Wilmington Trust RICS (MEBT):	\$	3,455.32
Grand Total:	\$	17,904.64

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 11/01 - 11/15/2025  
Check Date: 11/25/2025

Check Total:	\$ 27,548.15
Direct Deposit Total:	\$ 2,873,245.07
Wires & Electronic Funds Transfers:	\$ 1,588,795.50
Grand Total:	<u>\$ 4,489,588.72</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188842** through **188853** ,  
Direct deposits numbered **195259** through **196019** , and  
Electronic Fund transfers **1911** through **1915**  
are approved for payment in the amount of **\$4,489,588.72**  
on this **25th day of November 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 11/01 - 11/15/2025  
Check Date: 11/25/2025

Total Checks and Direct deposit:	\$ 4,063,973.00
Wire Wilmington Trust RICS (MEBT):	\$ 425,615.72
Grand Total:	<u>\$ 4,489,588.72</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 11/16 - 11/30/2025  
Check Date: 12/10/2025

Check Total:	\$ 54,853.38
Direct Deposit Total:	\$ 3,768,104.77
Wires & Electronic Funds Transfers:	\$ 2,272,007.50
Grand Total:	<u>\$ 6,094,965.65</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188859** through **188873** ,  
Direct deposits numbered **196032** through **196811** , and  
Electronic Fund transfers **1917** through **1921**  
are approved for payment in the amount of **\$6,094,965.65**  
on this **10th day of December 2025**.

**Note:**

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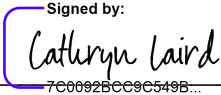
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City of Redmond  
Payroll Final Check List  
Pay period: 11/16 - 11/30/2025  
Check Date: 12/10/2025

Total Checks and Direct deposit:	\$ 5,557,478.72
Wire Wilmington Trust RICS (MEBT):	\$ 537,486.93
Grand Total:	<u>\$ 6,094,965.65</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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I, Deputy Finance Director, do hereby certify to the City Council, that the checks for the month of December 2025 are true and correct to the best of my knowledge.

Signed by:  
  
D4B4F54F8E86438...

Haritha Narra, Deputy Finance Director, on Behalf of  
Kelley Cochran, Finance Director  
City of Redmond  
Redmond, Washington

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 15453 through 16033, and Wire Transfers are approved for payment in the amount of \$2,099,116.97. This 6th day of January 2026.

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## Memorandum

**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** AM No. 26-001  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Mike Haley	Project Manager
Public Works	Steven Gibbs	Capital Projects Division Manager
Public Works	Vangie Garcia	Deputy Public Works Director

**TITLE:**

Approval of the Final Contract with Technical Systems Inc. (TSI), in the Amount of \$3,721,377, and Acceptance of Construction for the Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 Project

**OVERVIEW STATEMENT:**

Public Works is requesting Council to approve the final general services contract and accept construction for the Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 project (No. 1810). This sole-source contract with Technical Systems inc. refurbished and replaced obsolete control panels and communication systems at twelve of the city water facilities. Standardizing these systems improves operational reliability, maintainability, and long-term service performance.

The base bid amount of \$3,581,143. Change orders required to address existing conditions and communication system modifications resulted in a final contract amount of \$3,721,377.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Supports the Water System Plan and the Community Strategic Plan - Objective #1: Invest in infrastructure preservation and replacement across Redmond to maintain the current level of service, the reliability of capital assets, and provide timely and cost-effective replacement.
- **Required:**

Council approval is required to accept a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)

- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This project successfully upgraded control and telemetry systems at twelve water facilities, improving operational consistency and communications reliability across the water system. All project objectives were met.

**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:**  
\$3,721,376.98

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

**Budget Offer Number:**  
CIP

**Budget Priority:**  
Healthy and Sustainable

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

**If yes, explain:**  
N/A

**Funding source(s):**  
Water and Wastewater CIP

**Budget/Funding Constraints:**  
N/A

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
12/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

**ANTICIPATED RESULT IF NOT APPROVED:**

The warranty period begins upon Council acceptance. Delay in construction acceptance would postpone the start of the warranty period and could increase project close-out costs.

**ATTACHMENTS:**

*Attachment A: Control Systems and Telemetry Upgrades, Phase 2 and Phase 3 Project Information Sheet*

*Attachment B: Additional Project Information*



## CIP Project Information Sheet

**Project Name:** Control System and Telemetry Upgrades, Phase 2 and Phase 3

**Project Status:** Existing - Revised

**Functional Area(s):** Water

**Relevant Plan(s):** Water System Plan

**Neighborhood:** Citywide - Multiple

**Location:** Citywide in twelve locations

**Description:**

Replace control panels and telemetry communication systems at City water utility facilities.

**Time Frame:** 2019-2025

**Budget Priority:** Healthy and Sustainable

**Citywide Rank:** 108

**Functional Area Priority:** High

**Anticipated Outcomes:** **Primary:** Upgrade/Enhancement

**Secondary:**

Control panels will be upgraded to current industry standard technology and telemetry communications will be more reliable.

**Request:** **Primary Reason(s):** Budget Process, Delays/Escalation

This project was delayed by consultant and contractor capacity and supply chain issues. This delay results in inflationary adjustments.

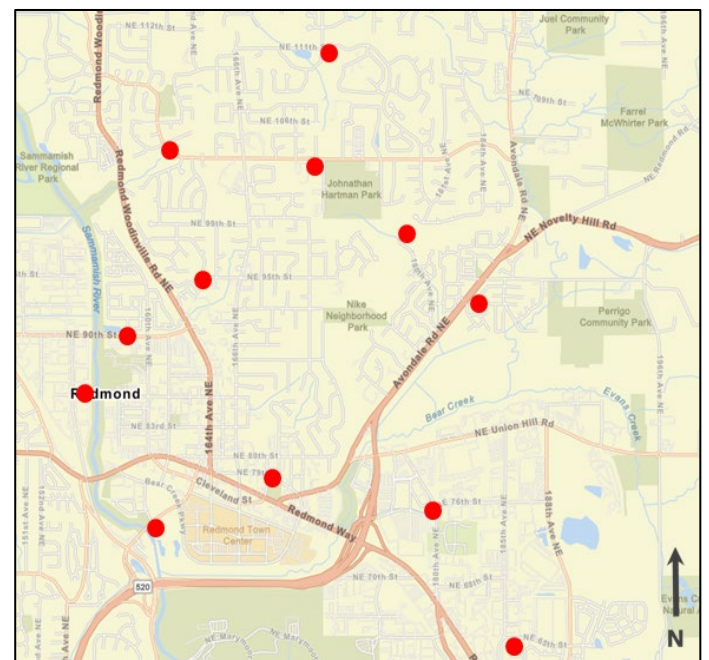
Budget:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Original Budget	\$2,437,000								\$2,437,000
Approved Changes	\$2,133,714	\$634,343							\$2,768,057
Current Approved Budget	\$4,570,714	\$634,343							\$5,205,057
Proposed New Budget	\$3,653,180	\$1,618,502							\$5,271,682
Proposed changes due to	___ Scope Change	___ Schedule Change	___ Budget Change						

Project Phasing:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Preliminary Design (0-30%)	\$29,143								\$29,143
Right of Way									
Design (31-100%)	\$102,886	\$518							\$103,404
Construction	\$3,521,151	\$767,985							\$4,289,135
Contingency		\$850,000							\$850,000
Total	\$3,653,180	\$1,618,502							\$5,271,682

Estimated M&O Impacts:	Prior	2025	2026	2027	2028	2029	2030	Future	Total
Cost									

Explanation: No M&O costs expected.

Proposed Funding Sources:	Prior	2025-2030	Future	Total
Water CIP	\$3,820,714	\$1,384,343		\$5,205,057
Wastewater CIP		\$106,549		\$106,549
Total	\$3,820,714	\$1,490,892		\$5,311,606



## Attachment B – Additional Project Information

### Control System and Telemetry Upgrade Phase 2 and 3

#### Project Discussion

Under this sole-source contract, Technical Systems Inc. (TSI) refurbished or replaced control panels and communication systems at twelve City water facilities, including five flow control sites, four tank sites, and three well sites. These improvements strengthen system reliability and provide standardized communication across the water system.

Public Works maintains and operates Redmond's telemetry network, which supports monitoring, alarm response, and automated control for both water and wastewater infrastructure. The City's system uses customized software and hardware developed specifically for operational needs. TSI serves as the designated system integrator, supplying the components and programming required to maintain consistency systemwide.

Standardizing equipment reduces operational complexity, simplifies troubleshooting, and shortens outage response. Many third-party components are incompatible with Redmond's established control platform, which would increase long-term maintenance costs. To ensure compatibility and protect the City's investment, Council adopted Resolution No. 1398 in 2014 under RCW 39.04.280(2)(a), waiving competitive bidding and establishing TSI as the exclusive provider for telemetry upgrades.

Phases 2 and 3 began in May 2022 following predesign work completed by BHC Consultants and TSI in October 2021. The project schedule was extended due to supply chain delays and the specialized fabrication required for the new components. Three change orders were executed to incorporate additional needs and timeline adjustments:

- Change Order 01: added Wastewater Lift Station 18 to ensure full system coverage.
- Change Order 02: extended the contract duration through the end of 2025.
- Change Order 03: added intrusion alarm integration for all water sites to enhance SCADA system security.

These modifications resulted in a final contract amount of **\$3,721,377**.

#### Fiscal Information

##### Current Project Budget

Wastewater CIP 404 fund	\$106,549
Water CIP 403 fund	\$5,205,057
<b>Total Funding</b>	<b>\$5,311,606</b>

##### Estimated Project Costs

Preliminary Design	\$103,404
Design	\$136,864
Construction	\$4,198,402
Contingency	\$872,936
<b>Total Estimated Project Cost</b>	<b>\$5,311,606</b>

<b>Budget Difference</b>	<b>\$0</b>
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### Previous Project-Related Council Touches

Date	Meeting	Action
6/7/2022	Business Meeting	Approve

### Project Photos



**New control cabinet on NE 90<sup>th</sup> St**



**Typical cabinet interior**



**Typical cell/radio antenna**



## Memorandum

**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** AM No. 26-002  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

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

Public Works	Isabel Diaz	Senior Traffic Engineer
Public Works	Paul Cho	Traffic Engineering Manager
Public Works	Vangie Garcia	Deputy Public Works Director

**TITLE:**

Approval of a Consultant Agreement with DKS Associates, for the Citywide Safe Speed Study and Audit Project, in the Amount of \$152,207

**OVERVIEW STATEMENT:**

Public Works is requesting to award a consultant agreement with DKS Associates in the amount of \$152,207 for the development of a Citywide Safe Speed Study and Audit to evaluate speed management strategies on all arterials and connector streets. This study will identify opportunities for speed reductions, provide a decision-making framework for implementing speed limit changes, and recommend infrastructure improvements where appropriate.

This effort will review operating speed data collected as part of the ongoing traffic counts program led by Planning Department and will consider collecting additional speed data where appropriate. The Request for Qualifications (RFQ) was advertised in June 2025. DKS Associates was determined to be the most qualified firm based on their understanding of the project scope and experience developing and implementing speed studies.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan
- **Required:**  
Council approval is required to award services agreements that exceed \$50,000 (2018 City Resolution 1503).

- **Council Request:**  
N/A
- **Other Key Facts:**  
Public Works is requesting this item go forward for Council approval at the January 06, 2025, Council business meeting.

**OUTCOMES:**

The plan will develop a decision-making framework for implementing posted speed limit changes, and document findings and recommend infrastructure improvements on a report. Approving this agreement keeps the City on the path to completing the Citywide Safe Speed Study and Audit to implementing safe speeds along arterials and local access streets.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
To be completed within 11 months from contract signing.
- **Outreach Methods and Results:**  
Stakeholder meetings and interactive comment map linked to City's website.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$152,207 (grant funding)

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

***If yes, explain:***

N/A

**Funding source(s):**

Grant

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**



**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
12/2/2025	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
N/A	N/A	N/A

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving the agreement would delay timeline for completion of the study, currently anticipated for Winter 2026

**ATTACHMENTS:**

Attachment A: DKS Associates Agreement  
Attachment B: Notification of Grant Award

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation <span style="color: blue;">Voluntary SBE Participation</span>
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	<del>Liability Insurance Increase</del> <span style="color: red;">Not Applicable</span>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

**IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY 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 this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# ***Exhibit A*** ***Scope of Work***

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Project No.

[See attached Scope of Work](#)





## EXHIBIT A - SCOPE OF WORK

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

### PROJECT OBJECTIVE AND PURPOSE

The City of Redmond (CITY) has solicited DKS (CONSULTANT) to complete a study that will identify opportunities for speed reductions, provide a decision-making framework for implementing posted speed limit changes, and recommend complementary infrastructure improvements where appropriate. The study will also include general recommendations for local access streets but will not require data collection on those streets.

### TASK 0. PROJECT MANAGEMENT

**TASK OBJECTIVE.** The CONSULTANT will manage the contract tasks and budget in accordance with the contract. Reallocation of budget resources among budgeted tasks or changes to the timeline may be approved with the concurrence of the CITY project manager.

The CITY does not anticipate receiving Federal Funding for the Citywide Speed Injury Minimization Data Collection project. As such, the CONSULTANT will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within <https://wsdot.diversitycompliance.com/>.

#### TASK 0.1 PROJECT MEETINGS

The CONSULTANT will coordinate the following types of meetings with CITY project staff:

**PROJECT KICKOFF MEETING (1 Meeting).** Upon receiving Notice to Proceed (NTP), the CONSULTANT will schedule and facilitate a virtual kickoff meeting to confirm task/project scope and schedule. CONSULTANT will develop and submit a kickoff meeting agenda in advance of the meeting. Up to three (3) CONSULTANT team members will attend the kickoff meeting. Upon completion, CONSULTANT will submit a meeting summary.

**TEAM CHECK-IN MEETINGS (up to 22 meetings).** Up to three (3) CONSULTANT team members will attend and facilitate bi-weekly (every other week) virtual meetings (Microsoft Teams) with the appropriate CITY staff to discuss recent activities, upcoming actions, or any project needs or concerns.

## **TASK 0.2 PROJECT SCHEDULE | INVOICING | PROGRESS REPORTING**

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The CONSULTANT will develop a schedule of work to be completed within each task, including a list of deliverables and due dates. For each task/deliverable within the project scope, a designated team member will be assigned responsibility for its completion.

The CONSULTANT will submit a monthly progress report with each invoice that describes recent work completed, anticipated work in the next period, and any project issues to address.

## **TASK 0.3 PROJECT MANAGEMENT WEBSITE**

The CITY will set up an online project management website (SharePoint) to manage project tasks and share deliverables, including a shared project schedule. The CONSULTANT will have direct access to the site and will let the CITY know of any participants who want access. CITY participants can be added during project delivery.

### **TASK 0 DELIVERABLES:**

- Task 0.1 Kickoff meeting agenda, meeting invitation, and summary notes
- Task 0.1 Bimonthly check-in call facilitation and summary notes (up to 23 meetings | up to 1 hour)
- Task 0.2 Monthly invoices including progress reports (up to 12)
- Task 0.3 Sharing of project files, documents and document meetings via CITY provided SharePoint.

### **TASK 0 ASSUMPTIONS:**

- Meetings will be conducted virtually (Microsoft Teams).
- Bi-weekly meeting attendance may include up to three (3) CONSULTANT project staff.
- CITY will provide access to project website (SharePoint) to selected CONSULTANT team members.

## **TASK 1. EXISTING CONDITIONS AND ASSESSMENT**

**TASK OBJECTIVE.** The CONSULTANT will collect and analyze necessary data to complete an assessment of existing conditions.

### **TASK 1.1 OPERATING SPEED DATA COLLECTION**

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The CONSULTANT will work with CITY project staff to determine Arterial and Connector streets corridors/segments to collect vehicle operating speeds and volumes. Additionally, CITY project staff will provide existing speed and volume collected along Arterial and Connector streets corridors/segments if collected after 2022.

Collection will be conducted (through CONSULTANT vendor) with the use of pneumatic tubes and completed during the following conditions:

- During a 72-hour period
- Midweek days (Tuesday, Wednesday, or Thursday)
- Typical weather conditions

Collection will **not** be conducted under the following conditions:

- During a holiday week
- Within an active construction zone
- Inclement weather conditions

Data reports will be delivered as individual reports in Excel format, as well as standard reports in Excel and pdf format. Data reported will include:

- 85<sup>th</sup> percentile motor vehicle operating speed
- 50<sup>th</sup> percentile motor vehicle operating speed
- Mean (average) motor vehicle speed
- 10-mile Pace motor vehicle operating speed
- Traffic Volumes

*Note: The fee estimate includes the vendor's direct costs.*

## **TASK 1.2 SUPPLEMENTAL DATA COLLECTION AND CRASH MAPS**

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The CONSULTANT team will work with CITY project staff to determine additional data needs to complete the assessment of existing conditions. Additional data will include (**if available**):

- Multimodal Activity
  - Pedestrian Volumes (obtained via the City's Pedestrian Priority Zones)
  - Pedestrian Level of Traffic Stress
  - Bicycle Volumes
  - Bicycle Level of Traffic Stress
- Roadway Classification
- Land Use Designations
- Crash History
  - Washington Department of Transportation (WSDOT) crash reports for the years 2020 - 2024

Supplemental data will be provided in a GIS Shapefile or layer to the CONSULTANT.

**CRASH MAPS.** The CONSULTANT will develop four (4) DRAFT (v01) and four (4) FINAL Crash History Maps:

1. Pin map of all crashes by severity (DRAFT & FINAL)
2. Heat map of all crashes by severity (DRAFT & FINAL)

3. Pin map of pedestrian-involved and bicycle-involved crashes by severity (DRAFT & FINAL)
4. Heat map of pedestrian-involved and bicycle-involved crashes by severity (DRAFT & FINAL)

CONSULTANT will deliver the maps in PDF and shapefile formats. Upon receipt of CITY comments, CONSULTANT will complete and deliver FINAL Crash History Maps (v02).

### **TASK 1.3 POLICY REVIEW: SPEED LIMIT SETTING**

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The CONSULTANT will review existing City of Redmond policies and procedures related to speed limit setting, along with relevant practices from other agencies, and state and national guidance. Based on this review, the CONSULTANT will recommend policy and procedural updates tailored to the City's needs.

The CONSULTANT will review:

- City of Redmond existing speed limit setting policy
- City of Bellevue Speed Management Plan and Speed Limit Standard Operating Procedures
- City of Everett Draft Speed Limit Setting Procedure
- City of Kirkland Policy R-17: Speed Limit Policy
- NCHRP Report 966: Development of a Posted Speed Limit Setting Procedure & Tool
- Oregon Department of Transportation (ODOT) Speed Zone Manual
- Washington State Injury Minimization and Speed Management Policy Elements
- USLIMITS2
- NACTO City Limits
- ITE Speed Management for Safety guidelines

The CONSULTANT will develop a DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v01) and then incorporate CITY comments into the REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v03).

### **TASK 1 DELIVERABLES:**

- Task 1.1 Roadway corridor/segment operating speed and volume data reports (CONSULTANT Vendor)
  - Individual Reports (Excel format)
  - Standard Reports (Excel and pdf format)
- Task 1.2 Supplemental Data Gathering
- Task 1.2 DRAFT Crash History Maps (v01) in PDF and shapefile formats
  - All crashes by severity (heat map, pin map)
  - Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)
- Task 1.2 FINAL Crash History Maps (v02) in PDF and shapefile formats
  - All crashes by severity (heat map, pin map)
  - Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)
- Task 1.3 DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (V01) (Up to 20 pages in length)

- Task 1.3 REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02) (Up to 20 pages in length)
- Task 1.3 FINAL Speed Limit Policy Assessment and Summary of Finding Technical Memorandum (v03) (Up to 20 pages in length)

### **TASK 1 ASSUMPTIONS:**

- CONSULTANT team will collect operating speed data (according to this scope of work) up to the agreed-upon budget in this contract. If additional collection is needed, the CITY will secure data collection separately.
- CITY will provide Roadway Classification GIS Shapefiles or layers
- CITY will provide existing Pedestrian and Bicycle Volumes GIS Shapefiles or layers
- CITY will supply Pedestrian and Bicycle Level of Traffic Stress GIS Shapefiles or layers
- CITY will provide most current crash data GIS Shapefiles.
- Land Use Designations will be determined via the City's Comprehensive Plan definitions and designations. City will supply Land Use Designations GIS Shapefiles or layers
- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.

## **TASK 2. PRIORITIZATION FRAMEWORK AND MONITORING RECOMMENDATION**

**TASK OBJECTIVE.** Building on the findings from the policy and state-of-practice review (Completed in Task 1), the CONSULTANT will develop a data-informed framework for setting and monitoring speed limits that reflects national best practices (e.g., NCHRP Report 966, NACTO City Limits, FHWA Safe System Approach, and/or ITE Speed Management for Safety) and aligns with the City's safety, equity, and active transportation goals. This framework will prioritize corridors based on existing or anticipated active transportation activity, equity considerations, and crash history, and include recommendations for:

- Speed Reductions that can be implemented without additional countermeasures
- Supportive infrastructure improvements such as road diets, lane narrowing, raised crossings, and other traffic calming measures.
- Monitoring plan to measure the success of the speed reductions

### **TASK 2.1 SPEED LIMIT SETTING FRAMEWORK AND PROCESS**

CONSULTANT will develop the Speed Limit Setting Framework and Process including the following elements:

- Develop a Default Posted Speed Limit Policy based on roadway conditions, land use (e.g., maximum posted speed limits of 20 mph on roadways classified Local)
- Engineering procedures (data collection, calculations, analysis, engineering judgment)
- Required data elements (crash history, prevailing motor vehicle speeds, existing posted speed limit, roadway conditions)
- Step-by-step procedure for determining a suggested posted speed limit and/or target speed for a street segment

- Minimum length of speed zones

The CONSULTANT will develop a DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) and then incorporate CITY comments into the REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03).

## **TASK 2.2 ROADWAY SEGMENT CASE STUDIES**

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The CITY will select two (2) segments with distinct characteristics that the CONSULTANT can use as Case Studies of the Task 2.1 REVISED Speed Limit Setting Framework and Process. The CONSULTANT will populate existing conditions data into the REVISED Speed Limit Setting Framework and Process for the two (2) segments separately. Upon completion, CONSULTANT will present the results to the CITY project team in a virtual meeting.

Upon review by CITY of Case Studies (v01), the CONSULTANT will incorporate FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) into Case Studies (v02).

## **TASK 2.3 SPEED REDUCTION INFRASTRUCTURE IMPROVEMENT RECOMMENDATIONS**

---

The CONSULTANT will work with the CITY project staff to prioritize roadway corridors/segments (up to 10 corridors/segments). Corridors/segments will be prioritized based on:

- existing or anticipated active transportation activity,
- equity considerations, and
- crash history

to identify locations where reduced speed limits would have the greatest safety and community benefit. For these prioritized corridors, countermeasures may include the following:

- road diets
- lane narrowing
- raised crossings
- other traffic calming measures
- speed feedback signs
- automated speed safety cameras

The recommendations will support lower vehicle operating speeds.

**ROADWAY CORRIDOR CUT SHEET(s).** The CONSULTANT will develop a Roadway Corridor Cut Sheet for each prioritized corridor/segment (up to 10) that will include:

- Map or graphic of the corridor
- Table of traffic calming recommendations specific to the roadway context

The CONSULTANT will develop a DRAFT Roadway Corridor Cut Sheet(s) (v01) and for each prioritized roadway corridor/segment then incorporate CITY comments into the REVISED Roadway Corridor Cut Sheet (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Roadway Corridor Cut Sheet (v03).

**OVERALL TASK 2 ORDER OF ACTIVITIES.** Due to subtasks in Task 2 overlap, the following is an “order of operations” for the activities in this task.

1. CONSULTANT delivers Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01)
2. CITY review of this draft and CITY identifies 2 segments for Task 2.2 case studies
3. CONSULTANT delivers the following:
  - a. Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02), and
  - b. Task 2.2 DRAFT Segment Case Studies (v01), and
  - c. Segment Case Studies presentation to CITY
4. CITY revises Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) and Task 2.2 DRAFT Segment Case Studies (v01)
5. CONSULTANT delivers Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) and Task 2.2 FINAL Segment Case Studies (v02)
6. Task 2.3 Roadway Corridor Cut Sheet: all activities

**TASK 2 DELIVERABLES:**

- Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) (Up to 20 pages in length)
- Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) (Up to 20 pages in length)
- Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) (Up to 20 pages in length)
- Task 2.1 COUNCIL APPROVED FINAL Speed Limit Setting Framework and Process Technical Memorandum (v04) (Up to 20 pages in length)
- Task 2.2 Case Studies (v01) (one (1) page word document)
- Task 2.2 Case Studies (v02) (one (1) page word document)
- Task 2.2 Roadway Segment Case Study Virtual Meeting (60-minute duration) (Up to two (2) CONSULTANT team)
- Task 2.3 DRAFT Roadway Corridor Cut Sheet (v01) (one page per corridor/segment)
- Task 2.3 REVISED Roadway Corridor Cut Sheet (v02) (one page per corridor/segment)
- Task 2.3 FINAL Roadway Corridor Cut Sheet (v03) (one page per corridor/segment)

**TASK 2 ASSUMPTIONS:**

- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- COUNCIL APPROVED FINAL assumes minimal edits. Additional document development/revisions will require a scope and budget amendment.

### TASK 3. STAKEHOLDER ENGAGEMENT

**TASK OBJECTIVE.** The CONSULTANT will work with the CITY project team to engage key stakeholders—including community members, pedestrian and bicyclist advocacy groups, and law enforcement—to gather input on priority corridors, speed-related concerns, and potential solutions. The CONSULTANT will facilitate up to two (2) public meetings (one virtual and one in-person), as appropriate, to include diverse perspectives throughout the project process.

#### TASK 3.1 DEFINE KEY STAKEHOLDERS

---

The CONSULTANT will work with CITY project staff to develop a contact list of key stakeholders of which may include:

- Community Members
- Pedestrian Groups
- Bicycle Groups
- Law Enforcement and other first responders
- Inter-departmental staff
- Peer Jurisdictions

#### TASK 3.2 ONLINE PROJECT WEBPAGE | SOCIAL MEDIA POST | FLYER

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The CITY will develop a project-specific webpage on their city website to promote the project. The city webpage will provide a link to a separate engagement site (using Social Pinpoint) that will be developed and hosted by the CONSULTANT. The CONSULTANT will use Social Pinpoint to develop an interactive comment map, upload relevant information and materials throughout the project on the engagement site. CONSULTANT will generate up to five (5) project updates to the engagement site based on project needs.

- Update 1: Project Description with Comment Mapping Tool Website Launch
- Update 2: Update with Outreach Events promotion (Event Flyer and/or social media)
- Update 3: Update with event recordings and presentation slides post-event
- Update 4: Update with any city council meeting materials (if applicable)
- Update 5: Update about project process or schedule

**PROMOTIONAL MATERIALS.** The CONSULTANT will develop one social media post and one flyer to help promote the engagement events for the City to distribute on their website, social media and other engagement platforms.

#### TASK 3.3 ENGAGEMENT EVENTS

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The CONSULTANT will work with the CITY project team to develop Outreach Engagement Events. The CONSULTANT will prepare for and participate for up to two (2) community engagement events (one virtual and one in-person) with the CITY Communications staff.



**VIRTUAL EVENT.** The CONSULTANT will prepare and present for one virtual event (up to 60 minutes in duration) to a group of stakeholders or community members to get their feedback on the project purpose and process. The virtual event will be recorded and can be uploaded to the engagement website on Social Pinpoint. Up to two (2) CONSULTANT team members will be present during the presentation.

**ONLINE PRESENTATION MATERIALS.** The CONSULTANT will develop DRAFT Presentation Slides (v01) (up to 25 slides) for a 30-minute presentation and 30-minute Question and Answer Period for the virtual workshop. Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments into the FINAL Presentation Slides (v02) (up to 25 slides).

**IN-PERSON EVENT.** The CONSULTANT will work with the CITY to determine a time and location that is best suited to gather feedback from the public. The purpose of the in-person event is to share the project purpose and solicit feedback on their concerns and questions they may have related to posted speed limits. The event will be up to two-hours in duration.

**GRAPHICS AND POSTER BOARDS.** The CONSULTANT will develop a set of Graphics / Poster Boards (up to 6 poster boards) for the in-person event to inform the public of project information and details of the selected recommendations (as outlined in Task 2.2). The CONSULTANT will develop a DRAFT Graphics / Poster Boards (v01). Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments and submit the FINAL Graphics / Poster Boards (v02).

### **TASK 3.4 SUMMARY OF EVENTS**

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A summary of stakeholder feedback will be developed to capture key themes, concerns, and priorities shared during outreach activities. This summary will highlight identified challenges related to speed limits, corridor safety, enforcement, and infrastructure needs, providing insight into community and agency perspectives that inform the final recommendations.

The CONSULTANT will develop a DRAFT Summary of Engagement Findings (v01) (up to 5 pages). Upon receiving one set of comments from the City on v01, CONSULTANT will incorporate those comments and submit the FINAL Summary of Engagement Findings (v02) (up to 5 pages).

### **TASK 3 DELIVERABLES:**

- Task 3.1 List of Key Stakeholders (excel format, including contact information)
- Task 3.2 Project Webpage (Social Pinpoint) (including five (5) updates)
- Task 3.2 Social Media Post Content
- Task 3.2 Project Flyer
- Task 3.3 DRAFT Virtual Public Meeting Presentation Slides (v01) (up to 25 slides)
- Task 3.3 FINAL Virtual Public Meeting Presentation Slides (v02) (up to 25 slides)
- Task 3.3 Virtual Public Meeting (Up to two (2) CONSULTANT team members)
- Task 3.3 DRAFT Graphics / Poster Boards (v01) (up to 6)
- Task 3.3 FINAL Graphics / Poster Boards (v02) (up to 6)
- Task 3.3 In-Person Event (one (1) CONSULTANT team member)
- Task 3.4 DRAFT Summary of Engagement Findings (v01) (up to 5 pages)

- Task 3.4 FINAL Summary of Engagement Findings (v02) (up to 5 pages)

### **TASK 3 ASSUMPTIONS:**

- CITY will provide contact information for each stakeholder.
- Up to Two (2) CONSULTANT project team members will attend the virtual public meeting
- One (1) CONSULTANT project team member will attend the in-person
- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.
- CONSULTANT is not anticipated to develop materials or attend presentations to City Council.
- All materials and presentations will be provided in English. The CONSULTANT can provide translated materials or interpreters in Spanish or Mandarin, **based on an additional scope amendment.**

## **TASK 4. SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENTATION PLAN**

**TASK OBJECTIVES.** The CONSULTANT will develop a Citywide Speed Study Executive Summary and Implementation Plan that compiles key findings, maps, graphics, and supporting materials to clearly communicate the analysis and recommendations as outlined in previous tasks.

The summary will also include recommended phases of implementation: planning, data collection, data gap identification, segmentation, pilot studies, full implementation. Final versions of technical memos from previous tasks will serve as appendices to the Speed Study Executive Summary and Implementation Plan.

### **TASK 4.1 CITYWIDE SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENTATION PLAN**

The CONSULTANT will develop a DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) and then incorporate CITY comments into the REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02). Upon receiving one set of comments from the City on v02, CONSULTANT will incorporate those comments and submit the FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03).

### **TASK 4 DELIVERABLES:**

- Task 4.1 DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) (up to 20 pages, not including appendices)
- Task 4.1 REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02) (up to 20 pages, not including appendices)
- Task 4.1 FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03) (up to 20 pages, not including appendices)

### **TASK 4 ASSUMPTIONS:**

- Citywide Speed Study Executive Summary and Implementation Plan will include previously created documents (graphics, cut sheets, maps, etc.) developed in the relevant tasks
- Citywide Speed Study Executive Summary and Implementation Plan will NOT include a separate toolbox of speed-related countermeasures.

- CITY will review draft submittals within two (2) weeks of submission
- CITY will provide CONSULTANT with clear, non-conflicting comments to facilitate the revision process.

## ***Exhibit B***

### ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

[See attached voluntary SBE Participation Plan](#)



## EXHIBIT B: SBE PARTICIPATION PLAN

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

### A. DKS ASSOCIATES ANTICIPATES UTILIZING CERTIFIED SMALL BUSINESS ON THIS PROJECT IN THE FOLLOWING AMOUNTS:

STATE CERTIFICATION CATEGORY	ANTICIPATED PERCENT OF CONTRACT AMOUNT	ANTICIPATED DOLLAR VALUE OF COUNTABLE PARTICIPATION
Small Business	10%	\$15,000

### B. DKS ASSOCIATES ANTICIPATES UTILIZING THE FOLLOWING CERTIFIED SMALL AND DIVERSE FIRMS AS SUBCONTRACTORS/SUPPLIERS ON THIS PROJECT:

FIRM NAME	SBE CERTIFICATION NO.	SCOPE OF WORK	CONTRACTED OR ANTICIPATED	DOLLAR AMOUNT OF WORK
Traffic Data Gathering	PWSBE: W2F0021567	Collection of Vehicle Operating Speeds and Volumes	Contracted	\$15,000

PREPARED BY (PRINT)	Nikki Davis		
PREPARED BY SIGNATURE	<i>Nikki Davis</i>		
PREPARER'S TITLE:	Project Manager		
DATE & PHONE NUMBER	10/05/2025	206.436.0636	

## SBE WRITTEN CONFIRMATION

<b>PROJECT NUMBER</b>	Citywide Speed Injury Minimization Data Collection	
<b>PRIME CONSULTANT</b>	DKS Associates	
<b>SBE FIRM NAME</b>	Traffic Data Gathering	
<b>PREPARED BY (PRINT)</b>	Carla Nasr	
<b>PREPARED BY (SIGNATURE)</b>	<i>Carla Nasr</i>	
<b>DATE AND PHONE NUMBER</b>	11/7/2025	(425) 334-3348

As an authorized representative of the Small Business Enterprise (SBE) firm, I confirm that we have been contacted by the referenced proposer with regard to the referenced project and if the proposer is awarded the contract, we will enter into an agreement with the proposer to participate in the project consistent with the information provided in the proposer's SBE Plan.

Percentage Commitment = 15%

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

[See attached Exhibit C](#)

#### **B. Roadway Design Files**

[See attached Exhibit C](#)

#### **C. Computer Aided Drafting Files**

[See attached Exhibit C](#)

D. Specify the Agency's Right to Review Product with the Consultant

[See attached Exhibit C](#)

E. Specify the Electronic Deliverables to Be Provided to the Agency

[See attached Exhibit C](#)

F. Specify What Agency Furnished Services and Information Is to Be Provided

[See attached Exhibit C](#)



II. Any Other Electronic Files to Be Provided

See attached Exhibit C

III. Methods to Electronically Exchange Data

See attached Exhibit C

A. Agency Software Suite

[See attached Exhibit C](#)

B. Electronic Messaging System

[See attached Exhibit C](#)

C. File Transfers Format

[See attached Exhibit C](#)



## EXHIBIT C – PREPARATION AND DELIVERY OF ELECTRONIC ENGINEERING AND OTHER DATA

DATE: November 07, 2025

TO: Isabel Diaz | City of Redmond

FROM: Nikki Davis | DKS Associates

SUBJECT: Citywide Speed Injury Minimization Data Collection

Project #25232-000

### A. SURVEYING, ROADWAY DESIGN & PLANS PREPARATION SECTION

Standard:

- City of Redmond Datum Control
- State Plane Coordinate System

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email
- SharePoint

### B. ROADWAY DESIGN FILES

Standard:

- City of Redmond Datum Control
- AASHTO
- NACTOI
- WSDOT Design Manual

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email

- SharePoint

### **C. COMPUTER AIDED DRAFTING FILES**

Standard:

- CONSULTANT will follow CITY drafting standards
- City of Redmond Title Block Format

Format:

- Basemap in CAD/Civil3D 2013 or higher

Transmission:

- Email
- SharePoint

### **D. SPECIFY THE AGENCY'S RIGHT TO REVIEW PRODUCT WITH THE CONSULTANT**

CITY will retain the right to review all deliverables referenced in Exhibit A Scope of Work

### **E. SPECIFY THE ELECTRONIC DELIVERABLES TO BE PROVIDED TO THE AGENCY**

CONSULTANT will provide deliverables referenced in Exhibit A Scope of Work

### **F. SPECIFY WHAT AGENCY FURNISHED SERVICES AND INFORMATION IS TO BE PROVIDED**

CITY will furnish services and information referenced in Exhibit A Scope of Work

## **II. ANY OTHER ELECTRONIC FILES TO BE PROVIDED**

CONSULTANT will provide electronic files in the following format(s):

- Microsoft Excel workbooks
- Microsoft Word Documents
- Acrobat Adobe PDF(s)
- WSDOT eForms

## **III. METHODS TO ELECTRONICALLY EXCHANGE DATA**

CONSULTANT will provide electronic exchange data in the following format(s):

- Email
- SharePoint

#### **A. AGENCY SOFTWARE SUITE**

N/A

#### **B. ELECTRONIC MESSAGING SYSTEM**

N/A

#### **C. FILE TRANSFER FORMAT**

- Microsoft Excel workbooks
- Microsoft Word Documents
- Acrobat Adobe PDF(s)
- Zip files
- CAD files

***Exhibit D***  
***Prime Consultant Cost Computations***

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See attached Exhibit D

## Exhibit D

### Consultant Fee Determination

Project Name: Citywide Speed Injury Minimization Data Collection  
 Project Number:  
 Consultant: DKS Associates

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 194%	Fee (Profit) 28%	Total Hourly Rate	Total
Director	2	\$ 106.37	\$206.36	\$30.00	\$343	\$685
Trans Planning Specialist 3	213	\$ 60.63	\$117.62	\$17.10	\$195	\$41,610
Deputy	59	\$ 106.06	\$205.76	\$29.91	\$342	\$20,162
Transportation Engineer 5	37	\$ 93.27	\$180.94	\$26.30	\$301	\$11,119
Transportation Engineer 3	63	\$ 67.90	\$131.73	\$19.15	\$219	\$13,783
Transportation Engineer 2	223	\$ 53.18	\$103.17	\$15.00	\$171	\$38,210
Administrative Assistant 5	6	\$ 63.81	\$123.79	\$17.99	\$206	\$1,234
Transportation Engineer 5	12	\$ 93.27	\$180.94	\$26.30	\$300.52	\$3,606
Communications Consultant 5	32	\$ 56.74	\$110.08	\$16.00	\$182.82	\$5,850
<b>Total Hours</b>						647
<b>Subtotal:</b>						\$136,259

#### REIMBURSABLES

Mileage	\$98
Reproduction (copies, plots, etc.)	\$850
<b>Subtotal:</b>	\$948

#### SUBCONSULTANT COSTS (See Exhibit E)

Traffic Data Gathering	\$15,000
<b>Subtotal:</b>	\$15,000

**Total:** \$152,207

**Contingency:**

**GRAND TOTAL:** \$152,207

CITYWIDE SPEED INJURY MINIMIZATION DATA COLLECTION  
DKS Associates  
Prepared 10/07/2025

ASSIGNED PERSONNEL										Traffic Data Gathering			Direct Costs (Vendor, Travel, ODC)		
Position	Director	Trans. Planning Specialist 3	Deputy	Trans. Engineer 5	Trans. Engineer 3	Trans. Engineer 2	Admin. Assistant	Trans. Engineer 5	Communications Consultant 5	Principal In Charge	Project Manager	Field Technician			
Direct Rates + Overhead + Fixed Fee	\$343.00	\$195.00	\$342.00	\$301.00	\$219.00	\$171.00	\$206.00	\$300.52	\$182.82	\$120.00	\$100.00	\$75.00			
TASK 0: PROJECT MANAGEMENT														Hours	Labor
Task 0.1 Kickoff meeting agenda, meeting invitation, and summary notes		2	1	2										93	\$20,230.00
Task 0.1 Bimonthly check-in call facilitation and summary notes (up to 23 meetings   up to 1 hour)		40	6	6	6	6									
Task 0.2 Monthly invoices including progress reports (up to 12)	2	6					6								
Task 0.3 Sharing of project files, documents, and document meetings (via SharePoint)		4				6									
TASK 1: EXISTING CONDITIONS AND ASSESSMENT														330	\$44,790.00
Task 1.1 Roadway corridor/segment operating speed and volume data reports (CONSULTANT Vendor)															
• Individual Reports (Excel format)		8		4		8				10	40	130			
• Standard Reports (Excel and pdf format)															
Task 1.2 Supplemental Data Gathering		4	3	4	8	20									
Task 1.2 DRAFT Crash History Maps (v01) in PDF and shapefile formats															
• All crashes by severity (heat map, pin map)															
• Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)															
Task 1.2 FINAL Crash History Maps (v02) in PDF and shapefile formats															
• All crashes by severity (heat map, pin map)		2	1		8	16									
• Pedestrian-involved and bicycle-involved crashes by severity (heat map, pin map)															
Task 1.3 DRAFT Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (V01) (Up to 20 pages in length)		8	4			24									
Task 1.3 REVISED Speed Limit Policy Assessment and Summary of Findings Technical Memorandum (v02) (Up to 20 pages in length)		4	1			16									
Task 1.3 FINAL Speed Limit Policy Assessment and Summary of Finding Technical Memorandum (v03) (Up to 20 pages in length)		2	1			4									
TASK 2: PRIORITIZATION FRAMEWORK AND MONITORING RECOMMENDATION														237	\$51,231.24
Task 2.1 DRAFT Speed Limit Setting Framework and Process Technical Memorandum (v01) (Up to 20 pages in length)		24	16		16	16									
Task 2.1 REVISED Speed Limit Setting Framework and Process Technical Memorandum (v02) (Up to 20 pages in length)		16	4			16									
Task 2.1 FINAL Speed Limit Setting Framework and Process Technical Memorandum (v03) (Up to 20 pages in length)		2	1			4									
Task 2.1 COUNCIL APPROVED FINAL Speed Limit Setting Framework and Process Technical Memorandum (v04) (Up to 20 pages in length)		2	1												
Task 2.2 Case Studies (v01) (one (1) page word document)		6	2			8									
Task 2.2 Case Studies (v02) (one (1) page word document)		2	2			4									
Task 2.2 Roadway Segment Case Study Virtual Meeting (60 minute duration) (Up to two (2) CONSULTANT team)		6	1			1									
Task 2.3 DRAFT Roadway Corridor Cut Sheet (v01) (one page per corridor/segment)		16	1	6	10	24		10							
Task 2.3 REVISED Roadway Corridor Cut Sheet (v02) (one page per corridor/segment)		2	1		2	8		2							
Task 2.3 FINAL Roadway Corridor Cut Sheet (v03) (one page per corridor/segment)		1	1		1	2									
TASK3: STAKEHOLDER ENGAGEMENT														70	\$16,463.54
Task 3.1 List of Key Stakeholders (excel format, including contact information)		2	1	2											
Task 3.2 Project Webpage (Social Pinpoint) (including four (4) updates)		1		6											
Task 3.2 Social Media Post Content		1		2					2						
Task 3.2 Project Flyer		1		2					4						
Task 3.3 DRAFT Virtual Public Meeting Presentation Slides (v01) (up to 25 slides)		4	1						4						
Task 3.3 FINAL Virtual Public Meeting Presentation Slides (v02) (up to 25 slides)		2													
Task 3.3 Virtual Public Meeting (Up to two (2) CONSULTANT team members)		1	1												
Task 3.3 DRAFT Graphics / Poster Boards (vV01) (up to 6)		2		2					8						
Task 3.3 FINAL Graphics / Poster Boards (v02) (up to 6)		1							4						
Task 3.3 In-Person Event (one (1) CONSULTANT team member)		5												\$948.00	
Task 3.4 DRAFT Summary of Engagement Findings (v01) (up to 5 pages)		6	1	2											
Task 3.4 FINAL Summary of Engagement Findings (v02) (up to 5 pages)		2													
TASK 4: SPEED STUDY EXECUTIVE SUMMARY AND IMPLEMENATION PLAN														98	\$19,492.20
Task 4.1 DRAFT Citywide Speed Study Executive Summary and Implementation Plan (v01) (up to 20 pages, not including appendices)		20	4		8	20			10						
Task 4.1 REVISED Citywide Speed Study Executive Summary and Implementation Plan (v02) (up to 20 pages, not including appendices)		6	2		4	16									
Task 4.1 FINAL Citywide Speed Study Executive Summary and Implementation Plan (v03) (up to 20 pages, not including appendices)		2	2			4									
Subtotal Person Hours	2	213	59	38	63	223	6	12	32					828	\$152,206.98



## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

[See attached Exhibit E](#)

## EXHIBIT E

### Subcontracted Work

Project Name: Citywide Speed Injury Minimization Data Collection

Project Number:

Consultant: DKS Associates

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
Traffic Data Gathering	Speed and Volume data collection	\$15,000
Total:		\$15,000

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
***[Include Washington State Department of Transportation specific program requirements.]***
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ***Exhibit G*** ***Certification Document***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐ Mayor

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date



**Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

October 8, 2024

Mr. Aaron Bert  
Public Works Director  
City of Redmond  
P.O. Box 97010  
Redmond, WA 98073-9710

**RE: Citywide Speed Injury Minimization Data Collection  
2024 City Safety Program  
Federal Funding**

Dear Mr. Bert:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through FHWA's Highway Safety Improvement Program (HSIP). The federal funding is limited as shown below:

**Citywide Speed Injury Minimization Data Collection                      \$200,000**

**Scope:** See attached project summary.

*NOTE: The project is eligible for 100% HSIP funding, for all phases authorized prior to April 30, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT HQ Local Programs.*

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
  - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
  - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
  - ✓ Funding and billing forms;
  - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Redmond** and your password is **Redmo163**. The password is case sensitive.



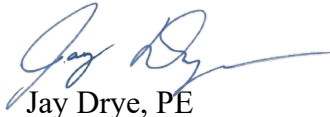
Mr. Aaron Bert  
City of Redmond  
October 8, 2024

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, Mehrdad Moini at 206.440.4734 or [Mehrdad.Moini@wsdot.wa.gov](mailto:Mehrdad.Moini@wsdot.wa.gov).

Sincerely,



Jay Drye, PE  
Director  
Local Programs

Attachment

JD:me:cdm

cc: Kelly McGourty, Transportation Director, PSRC  
Mehrdad Moini, PE, Northwest Region Local Programs Engineer  
Ed Spilker, City Safety and Traffic Programs Manager



## Memorandum

**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** AM No. 26-003  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Technology and Information Services	Michael Marchand	425-556-2173
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**DEPARTMENT STAFF:**

Technology and Information Services	Jeremy Mikkola	Business Solutions Manager
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**TITLE:**

Approval of the HSO Contract, in the Amount of \$603,071, to Support the City's D365 Financial System

**OVERVIEW STATEMENT:**

Approve the Mayor to sign an updated contract with HSO in support of the City's D365 financial system. The D365 Managed Services Advanced Support Plan contract totals \$603,071.88 for the initial three-year term (January 2026-December 2028) and outlines two optional two-year renewal terms thereafter.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required for contracts that exceed \$50,000.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This contract provides the City with a trusted partner who delivers continuous support, strategic guidance, and proactive recommendations for Microsoft Dynamics 365 Finance & Operations (D365 F&O).

The managed services model ensures stable day-to-day operations while also enabling future enhancements, integrations, and new modules that improve service delivery.

These services strengthen the reliability and efficiency of core financial and operational processes, support data drive decision making, and help the City maximize its long-term investment in the D365 platform.

Continuing our partnership with HSO preserves the continuity of a partner who already understands the City's environment, maintains established knowledge of our configuration and processes, and is well positioned to support ongoing system maturity and future growth.

**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:**  
\$603,071.88

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

**Budget Offer Number:**  
294

**Budget Priority:**  
Strategic and Responsive

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

***If yes, explain:***

Support services with monthly cost. Refer to Attachment B.

**Funding source(s):**  
520

**Budget/Funding Constraints:**  
\$184,954 is already allocated in the 2026 TIS Operational Budget.

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
12/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**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:**

If not approved, the City will lose continuity of D365 F&O support, creating risks to system stability, delayed issue resolution, increased downtime, reduced service levels, and disruption to planned enhancements and integrations.

**ATTACHMENTS:**

Attachment A\_HSO Managed Services SoW - Advanced - 2025 - City of Redmond - November 19 FINAL  
Attachment B\_HSO Cost Table

This Managed Services Agreement (this “Agreement”), is made and entered into on signature date between **HSO Enterprise Solutions, LLC d/b/a HSO US (“HSO”)** with principal offices located at Empire State Building, Suite 6902, New York, NY 10118 and the **City of Redmond, Washington (“Customer”)**, with principal offices located at 15670 NE 85<sup>th</sup> Street Redmond, WA 98052

### RECITALS

- Customer desires to engage HSO to perform certain managed services related to the support of the Supported Solutions defined in Section 4 of this Agreement
- HSO will perform the services according to the terms set forth herein.
- Unless otherwise stated, the Agreement shall adopt the terms and conditions of the TIS Consulting Services Agreement (the “**TIS Consulting Services Agreement**”) signed between HSO and Customer on 8/5/2025 for the delivery of managed services.
  - In case of any language discrepancies, the following order shall apply:
    - a. This Agreement.
    - b. TIS Consulting Agreement

#### Amendment Procedure

- Should an amendment to this Agreement be required the parties agree to amend this Agreement according to the following procedure:
  - Proposal of Amendment: HSO or Customer shall provide a detailed description of the proposed amendment, including any potential impact on the Services.
  - Approval and Execution: The proposed amendment shall be documented in the Amendments Register (Exhibit C) attached to this Agreement. The amendment must be signed by an authorized representative of Customer and HSO.
  - Incorporation into Renewal: Upon renewal of this Agreement, any amendments recorded in the Amendments Register shall be incorporated into the updated Agreement.

## 1. DEFINITIONS

**End Date** means December 31, 2028.

**HSO Product** means the HSO IP listed in Section 2.1.6 ISV / 3<sup>rd</sup> Party Product Support, Table HSO and 3rd Party ISV Solutions.

**Incident** means any unplanned interruption, reduction in quality, or failure of an IT service. It represents an event that disrupts or negatively affects the normal operation of an IT service and causes an impact on users or business operations.

**Resolution** means i) the Incident is fixed and approved by Customer, ii) the Service Request is fulfilled and approved by Customer, iii) HSO provides a workaround for a bug or issue.

**Resolution Time** means the total time taken from when Customer first reports an incident or service request to when the problem is fully resolved.

**Response Time** means the time between when the Ticket is reported through the service management tool and the initial response by HSO.

**Service Request** means i) a demand for access to IT services or ii) changes, managed through a structured, low-risk process. It often involves requests for information, advice, or a standard change to an IT service.

**Start Date** is January 1, 2026

**Supported Solutions** means the list of business solutions documented in Section 4 Supported Solutions of this Agreement.

**Ticket** means an Incident or Service Request submitted through HSO's service management tool.

## 2. SERVICES

This Section describes the full scope of the Services agreed to by both parties under this Agreement.

### 2.1 Support Services

#### 2.1.1 Incident Management

- All Incidents will be reported using HSO's Service Management Tool.
- HSO will acknowledge Incidents from Customer, will identify, and detect problems, errors, or malfunctions arising from Customer's use of the Supported Solutions and will provide resolutions to such issues according to the agreed to SLA's.
- HSO will prioritize the Incident according to the Priority matrix in Section 3.1.1 Priority Definitions, provide support, and resolve it unless instructed otherwise by Customer.
- HSO will document the resolution steps in HSO's service management tool.
- HSO will issue responses based on the SLA table in Section 3.1.2 Service Level Agreements. Customer may also request updates for their cases at any time by contacting HSO through phone or service management portal. At a minimum, HSO will issue subsequent responses and updates to Customer based on the SLA table displayed above.
- HSO will attempt to contact Customer up to three times before closing the applicable incident as resolved.
- If HSO wishes to change the priority of an Incident registered by Customer, this shall happen only after consultation with the call owner of the Incident.

#### 2.1.2 Service Request Management

Service Request Management includes:

- "How To" questions or explanation of features or functions
- Configuration questions
- Estimation of future modifications or development work
- Dashboard creation/updates
- Data correction/restoration
- Workflow modifications
- Screen/form modifications or re-design.

In each of the above cases the expected timing is under 5 hours per Service Requests. Services requests longer than 5 hours will be treated as Evolve hours.

### 2.1.3 Support and Case Management

Support and Case Management includes:

- Customer will be assigned a Customer Care Lead / Team Lead to act as the first point of contact for Customer.
- The Customer Care Lead is responsible for efficient case management, provides the in-scope status reporting and deals with any required escalations.
- Customer will be provided with reports on weekly. The Customer Care Lead will facilitate a meeting to review case statuses, case priorities, and any required case updates.
- HSO will provide a portal for Customer to log issues, manage the incidents and get case updates Operations focused status meetings.
- Responding to status update requests from Customer
- Billing details in addition to standard HSO format (hours by category)

### 2.1.4 HSO Product Support

HSO will assess, analyze, and record the steps taken to reproduce the issue and identify its cause. Once it is determined that it is an HSO Product Issue the support and resolution falls under the Software Support Agreement for the related HSO product.

### 2.1.5 Knowledge Management

- HSO collects, maintains, and improves support content to ensure Customer and HSO have access to current and relevant information about the in-scope systems.
- Knowledge updates are created as needed during the performance of the services, reviewed by the Knowledge owners to ensure accuracy, clarity and organization.

### 2.1.6 ISV / 3<sup>rd</sup> Party Product Support

- HSO will initiate, and manage any issues related to the in-scope ISV's or 3<sup>rd</sup> parties until the issue is resolved.
- HSO will escalate incidents according to agreed SLAs with Microsoft or other third-party providers.
- HSO will perform resolution of issues where the cause is related to HSO provided customizations or configurations.
- ISV's and 3<sup>rd</sup> parties (including Microsoft) are responsible for all code related resolutions and issues with their respective solutions.
- If the resolution of a Ticket requires software adjustment for which the author of the software does not provide a fix, the Ticket shall be closed.

## 2.2 Evolve and Optimization Services

- Working with key Customer stakeholders, perform a review of the development backlog and define the next set of priorities.
- Determine the list of enhancements that will be completed during the upcoming month.

- Produce FDD's and estimates for the consumption of the Evolve hours per month.
- Individual enhancements or groups of enhancements to be developed together that total more than 40 hours of effort will be delivered as part of a separate statement of work.
- Support the development of Customer product roadmaps based on business requirements and Microsoft product roadmaps.
- HSO reserves the right to make reasonable determination as to the complexity of tasks.

## 2.3 Success Partner

HSO will provide Customer with access to a Sr. Technical Solution Architect to act as a Success Partner that will cover the following topic areas:

- Guidance on best practices, system enhancements, and strategic initiatives to maximize deployed solution value.
- Innovation and emerging technologies related to the Customer industry and / or D365.
- Recommendations to mitigate risk.
- Organizational Change management to drive adoption of process and technology.
- Tailored recommendations and action plans to improve system efficiency.
- Guidance on leading practices with respect to Customer's specific customizations and third-party solutions.
- Guidance on design choices, code quality, and scalability patterns. Recommendations focus on enhancing system scalability to accommodate future growth.

## 2.4 Service Governance

### 2.4.1 Service Delivery Manager

The Service Delivery Manager (SDM) is responsible for the service relationship between HSO and Customer. Services focus on both the overall strategic partnership between Customer and HSO as well as the Service Excellence delivered by HSO to Customer

#### Strategic Partnership

- Drives the strategic alignment of the business value drivers and HSO services.
- Promotes cost efficiency, providing budget management and reporting to maximize value from Customer D365 / Microsoft Investments
- Delivers customized solutions offering tailored strategies to address new business requirements with enhanced flexibility.
- Provides the long-term vision for HSO / Customer Relationship success based on a detailed understanding of your business.

#### Operational Excellence

- Provides streamlined information flow as your primary liaison for services.
- Enables enhanced support with dedicated oversight and priority handling of tickets.
- Drives improved Service Quality through service optimization plans and implementation of leading practices.
- Provides risk management through proactive risk identification and contingency planning.
- Enables enhanced user experience through continuous improvement plans.



## 2.4.2 Reporting

Service reporting provides a view across the entire service with trending analysis that enables Customer to make pertinent decisions about next steps and where to apply additional focus.

- All reporting will use the HSO service management tool.

## 2.4.3 Governance Cadence

### Weekly Ticket Review and Prioritization Meeting

HSO and Customer shall schedule regular weekly meetings to review the status of any Tickets open and set the priorities for the Tickets for the upcoming week. The meeting agenda would include topics such as:

- Ticket status
- Next steps & updates on active issues
- Roadblocks or challenges between HSO and Customer.

Should HSO and Customer decide that weekly meetings are not necessary, an alternate frequency shall be set by mutual agreement.

### Monthly SLA/KPI reporting

The purpose: Provide an update to key Customer stakeholders on the past month's performance, current priority issues, and plan for the following month. The meeting is supported by a PowerPoint presentation that includes at minimum:

- Tickets Opened
- Tickets Closed
- Ticket Categorization

### Quarterly Governance Meeting

The meeting is focused on reviewing the Customer / HSO partnership overall performance, assessing progress against goals, and aligning strategic priorities. These meetings serve to ensure that both HSO and the Customer are in alignment on the services, address any issues, and discuss plans for the upcoming quarter. Key topic areas include at minimum:

- A review of Customer satisfaction
- A review of the Ticket and Enhancement Volume assumptions
- An SLA performance review
- A financial review of the partnership
- Operational Contract Amendments (if needed)

## 2.4.4 Escalation Matrix

Parties shall use the following contacts in the following order to appropriately escalate any issues or concerns regarding the performance of HSO and the obligations of Customer.

Escalation Level	HSO	Customer
Level 1	Customer Care / Team Lead - Amber Aaron <a href="mailto:aaaron@hso.com">aaaron@hso.com</a>	Sophie Bernet <a href="mailto:sbernet@redmond.gov">&lt;sbernet@redmond.gov&gt;</a> Jay Freeland <a href="mailto:jfreeland@redmond.gov">&lt;jfreeland@redmond.gov&gt;</a>
Level 2	Service Delivery Manager - TBD	Sophie Bernet <a href="mailto:sbernet@redmond.gov">&lt;sbernet@redmond.gov&gt;</a> Jay Freeland <a href="mailto:jfreeland@redmond.gov">&lt;jfreeland@redmond.gov&gt;</a>

Level 3	VP of HSO Managed Services – Brett Newton Bnewton@hso.com	Sophie Bernet <sbernet@redmond.gov> Jay Freeland <jfreeland@redmond.gov>
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## 2.5 Platform Currency

### 2.5.1 D365 Finance and Operations OneVersion Upgrade

#### HSO Responsibilities

- HSO will perform the deployment to the relevant environments, manage any code deployments and data refreshes necessary in support of the update process.
- HSO shall deploy the planned and agreed Microsoft D365 FO Version
- HSO will deploy the most up to date supported version of HSO products and ISVs, as necessary.
- Tickets related to OneVersion Upgrade are not considered part of the monthly Ticket volume.

#### Assessment Phase

- HSO will review the Microsoft release notes and provide a summarized list of new features, deprecated features, known issues as well as ISV/Customization/BI impact specific to Customer (Word Document).
- HSO shall provide a summary of known issues resolved per release as reported by Microsoft release notes.

#### UAT Service

- After the release of the UATUpdate environment to Customer by HSO, Customer will perform regression testing to the extent determined by their business needs and risk tolerance.
- If issues are found in testing, Customer will submit a Ticket for all issues discovered during the regression testing cycle according to the agreed to process. The Ticket must include detailed steps to reproduce the issue and screen shots whenever possible.
- Following acknowledgement of a regression issue, HSO will prioritize the regression issue according to severity, will commence investigation and work to resolve the issue in a manner to facilitate continuation of the scheduled update.
- HSO does not guarantee all discovered issues can or will be resolved, especially issues related to Microsoft core code and ISV solutions.
- Should a severe blocking issue be discovered, preventing the update process from proceeding as scheduled, HSO and Customer agree to elevate the same to the respective Executive Sponsors for consideration including Go /No Go decision.

#### Hypercare Management

- Customer will utilize the HSO service management tool to submit Tickets for issues discovered following the OneVersion deployment to production. Issues would exclude those identified in the OneVersion issues by business process database provided. Issues must include detailed steps to reproduce and screen shots of the area of concern.
- Should the Customer require additional support/assistance, HSO will move all remaining time to the current application support contract in place between Customer and HSO.

#### Escalation

- During the update process, it may be necessary to escalate issues and/or bugs to Microsoft and/or the ISVs utilized by Customer.
- If an issue requires escalation to Microsoft or an ISV / 3<sup>rd</sup> party, the process defined in Section 2.1.6 will be followed.

#### Customizations

- Customer will open a Ticket following the standard process for any customizations that require troubleshooting or Debug/Fix Cycles related to customized content during or following any update cycle.

#### Project Management

- HSO will identify a project manager to perform resource coordination, project updates, scheduling and planning activities.
- HSO will schedule regular support sessions to facilitate this update process.
- Customer and HSO will agree to a new feature/enhancement code freeze. Exceptions would be limited to bug fixes/issues discovered during regression testing requiring immediate action.

#### **Customer Responsibilities**

- Customer must adhere to Microsoft's deadlines for installing the One Version Service Updates.
- Customer will deploy additional Tier 2 UATUpdate environment(s) for testing the update(s)
- Customer will provide additional D365FO Azure cloud hosted virtual machine, QAUpdate, to support their future minor and major updates.
- Customer will reference the known issues database (provided by HSO) prior to opening a regression testing related Ticket.
- Customer confirms any customizations and features for D365 Finance and Operations are in working order and acceptable to Customer prior to the start of the update.

## **2.6 Training**

HSO will provide “Train the Trainer” support on customizations and feature enhancements up to the volume defined in Section 6.2 Assumptions.

## **2.7 Support Hours**

- HSO will provide SERVICES during regular business hours from 9:00AM to 5:00PM Eastern time, Monday through Friday excluding any statutory US holidays.
- If required, Customer may submit a request for pre-arranged extended support. The request must be submitted a minimum of 2 weeks in advance.
- If Customer requires support for a Ticket outside standard Support Hours, Customer will submit a Ticket and follow up with a call to the Team Lead and/or Operations Manager. HSO will use best effort to secure resources to assist Customer.

## 3. SERVICE LEVELS

### 3.1.1 Priority Definitions

#### Priority A – Business Standstill

A problem that severely impacts your use of the software in a production environment (such as loss of production data or a case in which your production systems are not functioning). The situation halts your business operations, and no procedural workaround exists.

#### Priority B – Urgent

A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations, and no procedural workaround exists.

#### Priority C – Normal

A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, the situation is causing your project to no longer continue or migrate into production.

### 3.1.2 Service Level Agreements

The following Service Levels are applicable to Incidents only. Incidents submitted to HSO are initially classified as Priority C. Customer can define the appropriate priority of the issues in discussion with HSO. Service Requests are not included in Service Level commitments.

Support Service Level Agreement (SLA)			
Case Intake	< 15 minutes		
HSO Internal routing	< 15 minutes		
	Priority A	Priority B	Priority C
Initial response time	0.5 hour	2 hours	< 8 hours
Minimum Subsequent Responses	2 hours	4 hours	24 hours

### 3.1.3 Service Level Measurement

- SLAs are measured during HSO's hours of operation outlined in Section 2.6 Support Hours
  - For example, if an issue is reported at 9pm ET with a response time of 1 hour and support hours are from 9am – 5pm ET, HSO Managed Services has until 10am ET the following business day to respond.
- Response times are measured using HSO's ticketing system.
- SLAs are not measured during HSO official holidays.
- SLAs are paused for incidents that are:
  - Waiting for Customer feedback
  - Logged to 3rd Party (e.g., Microsoft, 3rd party vendors, etc.)
  - Awaiting Resolution on a product related issue, including HSO products

- On Hold/Paused (with agreement from the Customer)
- Logged to Change Management waiting on timelines defined by the change management process.
- Waiting for development of a fix with the application
- Awaiting a release to deployment of code after Customer approval
- When Microsoft standard software is subscribed to as a Microsoft Online Service, only the Microsoft terms and conditions, as defined in the Microsoft Online Services Consolidated SLA and provided by Microsoft on Microsoft Licensing Terms and Documentation shall apply for Incidents escalated to Microsoft.

## 4. SUPPORTED SOLUTIONS

The following applications, software, integrations, and third-party solutions are in-scope for 2.1 Support Services:

### Microsoft Dynamics Environments

Name	Environment	Responsibility	In Scope
D365 F&O	PROD	Customer, HSO	Yes
D365 F&O	BLD	Customer, HSO	Yes
D365 F&O	DEV 4	Customer, HSO	Yes
D365 F&O	DEV 5	Customer, HSO	Yes

Name	Environment	Responsibility	In Scope
D365 F&O	UAT	Customer, HSO	Yes
BYOD	UAT PROD	Customer, HSO	Yes
PowerBi	UAT PROD	Customer, HSO	Yes

### HSO and 3rd Party ISV Solutions

Solution	Vendor	Responsibility	In Scope
FSI360	HSO	HSO	Yes

### Integrations

Integration	Environment	Responsibility	In Scope
Logic Apps	UAT	Customer, HSO	Yes
Tyler Cashiering	UAT	Customer, HSO	Yes
Concur	UAT	Customer, HSO	Yes

## 5. CUSTOMER RESPONSIBILITIES

- Customer will provide HSO with access to Customer's in-scope system environments.
- Customer agrees to provide HSO with the necessary remote access and systems permissions, according to Customer's security protocols, to enable HSO to provide the Services. The access can be provided via a web browser or remote access technologies (Webex, Citrix, VPN, or Remote Desktop)
- Customer will provide all additional environments for testing, debugging, or problem resolution for use by HSO.
- Customer will have in place an agreement for Microsoft Product level support through a Microsoft Unified agreement. The term of the support will be not less than the term of this Agreement.
- Customers are responsible for training the user population on the use of the D365 platform (Microsoft based training)
- All issues must originate from the HSO's portal. Response times do not apply to issues and requests that are not submitted via the HSO Managed Services portal.
- Customer will delegate HSO to leverage Customer's agreement(s) for support from any ISV's or 3<sup>rd</sup> parties (including Microsoft)
- Customer will limit the use of this Agreement to the list of authorized Customer employees provided during Transition Services and ensure that they have been adequately trained on the Supported Solutions.
- Customer will provide HSO with access to the system artifacts defined during the Knowledge Transfer phase of Transition Services. The documents provided will include the current configurations of the Supported Solutions.
- Customer shall provide HSO access to all data that is relevant for the Services. Relevant data may include, but is not limited to, log files, database dumps, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected actual outputs.
- Customer's business users, technical staff, and other solution supporting partners will cooperate and respond to HSO's requests for information, reviews, discussions, and any other requests necessary to comply with all SLA's defined in this Agreement. HSO will proactively escalate any responsiveness issues to Customer per Section 2.4.4 Escalation Matrix to avoid any scheduling impacts or delays.
- Customer will provide the required development and production infrastructure and software packages to enable HSO to provide the Services. HSO does not provide any commercial software or hardware unless explicitly set forth herein.
- Customer is responsible for managing all user acceptance testing.
- All services under this agreement will be delivered exclusively by HSO personnel. No subcontracting will be utilized.

## 6. FEES

### 6.1 Service Fees

The table below details the price for each of the respective monthly services for the period of January 1, 2026 to December 31, 2026. Prices include Washington State tax (6.5%) and Local tax (3.8%).

Activity	Monthly Price
Support Services	\$16,059.68
Total	\$16,059.68

The table below details the price for each of the respective monthly services for the period of January 1, 2027 to December 31, 2027. Prices include Washington State tax (6.5%) and Local tax (3.8%).

Activity	Monthly Price
Support Services	\$16,742.44
Total	\$16,742.44

The table below details the price for each of the respective monthly services for the period of January 1, 2028 to December 31, 2028. Prices include Washington State tax (6.5%) and Local tax (3.8%).

Activity	Monthly Price
Support Services	\$17,453.87
Total	\$17,453.87

If Support Services are required outside of the agreed to Support Hours, HSO will on a best-efforts basis attempt to provide Customer with assistance. Fees for such emergency services would be \$2,000 per occurrence.

### 6.2 Assumptions

All Fees are dependent on the following assumptions:

- The number of Tickets raised in a month average six (6) over the term of the Agreement.
- The average Ticket resolution effort averages 7.5 hours per Ticket over the Term of the agreement
- HSO will provide 10 hours per Month of Evolve and Optimization Hours
- HSO will perform 2 OneVersion upgrades per year over the term of the Agreement, each capped at thirty-five (35) hours of effort
- HSO will allocate up to 48 hours per year of a Success Partner

### 6.3 Travel and Expenses

Costs do not include reasonable, documented travel and living expenses, which will be billed separately. Travel and expenses are not expected on this Agreement for the day-to-day support of the

Dynamics 365 application. This is specific to Customer requiring and approving the services of specialized resources to travel to Customer's location.

## 6.4 Payment Terms

Services will be invoiced monthly on the first day of each month and payment is due according to the terms of the TIS.

All invoices will be sent via electronic mail to:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## 7. TERM AND TERMINATION

The term of this Agreement shall commence on the Start Date and shall continue until End Date unless terminated sooner by either party. Either party may terminate without cause with no less than thirty (30) days' written notice. If Agreement terminated without cause by Customer, any unused prepaid fees or annual contract fees paid shall be forfeited.

Customer may extend for two (2) additional two (2) year periods, with a minimum of thirty (30) days' notice to HSO. Price for each extension must be mutually agreed to by both parties. Should the City exercise a renewal option, the Customer and HSO will mutually agree on any necessary changes to services and will confirm price prior to each renewal. HSO shall notify the Customer in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the Customer.

## 8. EXIT ASSISTANCE

Customer and HSO will undertake the necessary action to provide one another with exit assistance according to Exhibit A to enable a transfer of the Services back to Customer (or Customer supplier) as at the Termination Date of the Agreement



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

HSO Enterprise Solutions, LLC d/b/a HSO  
US:

The City of Redmond:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Exit Assistance

The Code of Conduct for Exit Assistance, which is used by HSO, provides guidelines on the transfer of Services from one supplier to another or back to Customer. Its primary focus is to limit the impact on Customer's service delivery. It clearly states which services are included in the Exit period and how they will be performed. HSO acts in accordance with its Code of Conduct.

- The Exit Assistance is organized as a project during which HSO transfers its activities to the future service provider. This project is executed under Customer's responsibility and is created and managed by Customer.
- HSO is responsible for maintaining the contracted service levels regarding the services until they are transferred to the future service provider.
- When HSO enters into a transition agreement with Customer, a project plan is drawn up for Exit Assistance. This plan is developed by Customer before the start of the actual Exit Assistance in proper consultation between HSO and Customer.
- HSO will define the effort for Exit Assistance based on the plan provided by Customer. The Terms and Conditions and all fees from the Agreement remain in force during the Exit Assistance.
- HSO will return any confidential information at the end of the agreement or at the end of the Exit Assistance without retaining any copies.
- The assets are transferred "as-is ". In other words, no items are modified for the transfer during the Exit Assistance. If Customer wishes to modify certain items, this can be done in advance (project order) or afterwards (under the responsibility of the new service provider).
- The end of the Exit Assistance is always recorded and agreed upon in a formal discharge document.
- All parties will cooperate on the required legal actions such as contracts with subcontractors and deliveries.
- HSO will not transfer the following items:
  - Internal procedures and operating instructions.
  - Internal tools, such as the management tools. Customer information in these tools is property of Customer.
  - Reporting systems. The reports from the Reporting systems are the property of Customer.
  - Tools used specifically for the Exit Assistance, unless agreed otherwise.
  - HSO Intellectual property. The Service Delivery is based on ideas, work processes, methods and standards that have been invented, developed and elaborated on by HSO.

## Exhibit B

### Contract Review and Amendment Process

To ensure that HSO's support services align with the commitments outlined in the agreement, HSO will implement a thorough review process to compare the number of Tickets opened by the client against the agreed-upon terms after the end of the Transition period. This process will involve a review (every three (3) months) of Tickets and include an analysis of the nature and frequency of the incidents.

During these reviews, HSO will identify any discrepancies between the contracted assumptions in Section 6.2 Assumptions and the actuals during the prior 3-month period. If HSO finds that the actual volume consistently exceeds or falls short of the contracted amount by ten percent (10%), HSO will initiate a contract amendment procedure. This procedure includes a proposal outlining the proposed adjustments to the contract, including any modifications to the pricing.

The proposed amendments will be documented in the Amendments Register and must be approved and signed by an authorized representative of Customer.

## Exhibit C Amendments Register

If the parties have reached an agreement on a change to this Agreement, the Amendment will be logged in this register.

Parties agreed that only a mandated person from Customer is entitled to approve a change in the Amendments Register. Any changes to the Mandated Persons list must be tracked by email by both Parties:

Mandated Persons List (entitled to approve a change to the Amendments Register)

Name of Mandated Person	Role	Date Added	Date Removed

Changes in the Amendments Register are approved by email by both Parties.

The following changes are recorded in the Amendments Register

Number	Effective Date	End Date (if Applicable)	Change description / Reason for Change



## Exhibit D

### TIS Consultant Services Agreement

#### TIS CONSULTANT SERVICES AGREEMENT

- THIS CONSULTING SERVICES AGREEMENT ("Agreement") is entered into between the City of Redmond, Washington, hereinafter called "the CITY", and \_\_HSO\_\_, whose principal place of business is located at \_350 5th Avenue, Suite 6902 New York, NY 10118\_, hereinafter called "the CONSULTANT". The CITY and the CONSULTANT are each individually a "party" and collectively the "parties."

**WHEREAS**, the CITY has determined the need to have certain services performed for its citizens; and

**WHEREAS**, the CITY does not have sufficient staff or expertise to perform the services, and therefore deems it advisable and desirable to engage the assistance of the CONSULTANT to provide the necessary services; 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 schedule and 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. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. A failure to complete the work according to **Exhibit A**, 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.

**2. Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in **Exhibit B**, 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 submittal, unless the CITY gives notice that the invoices is in dispute. In no event shall the total of all invoices paid exceed the maximum amount set forth in **Exhibit B**, and the CONSULTANT agrees to perform all services contemplated by this Agreement for no more than said maximum amount.

3. **Duration.** This Agreement shall be in full force and effect for a period commencing \_\_, 20\_\_, and ending \_\_, 20\_\_, unless sooner terminated under the provisions hereinafter specified.

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 14. 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. Rights in Deliverables.** Subject to full payment, CONSULTANT grants CITY a perpetual, non-exclusive, non-transferable license to use any parts of the Deliverables that belong to CONSULTANT for its internal business purposes. Unless otherwise stated in the SOW, CONSULTANT retains all intellectual property rights in the Deliverables and any of CONSULTANT's Pre-Existing IP embedded therein. Portions of the Deliverables owned by THIRD PARTIES will be addressed in the applicable SOW.

7. **Independent CONSULTANT.** The CONSULTANT is an independent CONSULTANT 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.**

A. 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 including but not limited to a breach of the Agreement by CONSULTANT, a violation by CONSULTANT of any information security and private statute or regulations, and any data breach by CONSULTANT, provided, however, that:

i. 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

ii. 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.

B. In addition to CONSULTANT'S obligations under Section 8(A), CONSULTANT shall indemnify, defend, and hold harmless CITY and its directors, officers, employees, agents and other representatives against any Losses in connection with Claims made or alleged against CITY by a third party that the services, software or deliverables infringes a U.S. patent, copyright or other intellectual property rights of any third party. The foregoing indemnification obligation does not apply to any claims or losses arising out of or relating to any:

i. access to or use of the software in combination with any hardware, system, software, network or other materials or service not provided or authorized by this Agreement or otherwise in writing by CONSULTANT; or

ii. modification of the software other than: (a) by or on behalf of CONSULTANT; or (b) with CONSULTANT'S written approval or in accordance with CONSULTANT'S written specifications.

C. If any of the services, software or deliverables are, or in CONSULTANT'S opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party



intellectual property right, or if CITY'S or any Authorized User's use of the services, software or deliverables is enjoined or threatened to be enjoined, CONSULTANT may, at its option and sole cost and expense:

- i. obtain the right for CITY to continue to use the Services, Software and Deliverables materially as contemplated by this Agreement;
- ii. modify or replace the services, software and deliverables, in whole or in part, to seek to make the services, software and deliverables (as so modified or replaced) noninfringing, while providing materially equivalent features and functionality; or
- iii. by written notice to CITY, terminate this Agreement with respect to all or part of the Services, Software and Deliverables, and require CITY to immediately cease any use of the Services, Software and Deliverables or any specified part or feature thereof, provided that if such termination occurs, CONSULTANT shall refund any prepaid fees to CITY and provide transition services free of charge.

#### LIMITATION OF LIABILITY:

THE ENTIRE LIABILITY OF CONSULTANT TO THE CITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF THE SOW OR THIS AGREEMENT OR THE PERFORMANCE OF OR FAILURE TO PERFORM SPECIFIC CONSULTING SERVICES SHALL NOT EXCEED, AS APPLICABLE, THE FEES PAYABLE TO CONSULTANT FOR THE SERVICES RENDERED UNDER THIS CONTRACT OR THE LICENSE FEE, SALES PRICE OR OTHER CHARGE PAYABLE TO CONSULTANT FOR THE RELEVANT SOFTWARE, PRODUCTS OR DELIVERABLES COVERED BY THIS CONTRACT; PROVIDED, HOWEVER THAT THE FOREGOING SHALL NOT APPLY TO SUCH DAMAGES ARISING FROM CONSULTANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THIRD-PARTY CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO REPUTATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE SOW OR THIS AGREEMENT FOR THE PERFORMANCE OF SPECIFIC CONSULTING SERVICES OR FOR ACTS OF NEGLIGENCE.

CONSULTANT shall be liable for damages arising from its negligent acts or omissions, including those of its employees, agents, or subcontractors, **but only to the extent such negligence directly results in:**

1. **Damage to Tangible Property** – Including physical damage to City-owned hardware, facilities, or other physical assets resulting from CONSULTANT'S negligent performance of services.
  1. **Data Loss or Corruption**
    - When such data loss or corruption is caused by CONSULTANT'S failure to follow industry-standard practices as specified in this Agreement or any attached Statement of Work.
3. **Unauthorized Disclosure of Confidential or Protected Information** – Resulting from CONSULTANT'S failure to implement reasonable administrative, technical, and physical safeguards to protect such information as required under this Agreement.

For damages arising from CONSULTANT'S negligence under this Section, CONSULTANT'S total cumulative liability shall not exceed an amount equal to two times the total fees paid by the City to CONSULTANT under this Agreement in the twelve (12) months preceding the event giving rise to the claim. This limitation shall not apply to damages resulting from CONSULTANT'S gross negligence or willful misconduct.

9. **Insurance.** Prior to commencing the Services, the CONSULTANT shall procure and maintain at its sole cost and expense at least the following insurance, covering its obligations under this Agreement.

**A. Insurance Coverages:**

- i. Worker's compensation and employer's liability insurance as required by the State in which work is performed.
- ii. COMMERCIAL GENERAL LIABILITY \$1,000,000 per claim, \$2,000,000 aggregate
- iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;
- iv. Cyber liability insurance with coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate which shall include but not be limited to coverage, including defense, for the following losses or services:
  - as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted (collectively "City Data").
  - (a) Network security liability arising from: (1) the unauthorized access to, use of, or tampering with computer systems, by an outside party, including hacker attacks or a virus introduced by a third party; or (2) the inability of an authorized third party to gain access to supplier systems and/or City Data, including denial of service, unless caused by a mechanical or electrical failure; (3) introduction of any unauthorized software computer code or virus causing damage to City Data or any other third party data.

- B.** 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.

- C.** All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability and cyber liability insurances, 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.

- D.** The CONSULTANT'S maintenance of insurance as required by this Section 9 shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or equity. Further, the CONSULTANT'S maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by the CONSULTANT.

## **10. Records.**

**A.** 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.

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

**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 in person shall be deemed given upon receipt. 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 in the state of New York. 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 in Section 12 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, subconsultant, 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 New York.

**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 New York. 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 New York. The substantially 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. Force Majeure.** Neither party shall be responsible for failure to perform its obligations in a timely manner under this Agreement when its failure results from any of the following causes: acts of God or public enemies, terrorism, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis including quarantine or other employee restrictions, or any other cause beyond such party's reasonable control.

**22. Entire Agreement.** This Agreement, and the exhibits listed below, 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.

**A.** Exhibit A – Scope of Work

**B.** Exhibit B – Fee Schedule

**23. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

**24. Controlling Document and Conflict in Terms.** The following documents make up the Agreement between the parties. Where there is conflict or a gap between or among these documents, the controlling document will be identified in the following order of precedence (first listed being the highest precedent):

**A.** This Consulting Services Agreement.

**B.** The City of Redmond Information Privacy and Security Agreement (IPSA)

**C.** CONSULTANT'S Order Form or Scope of Work.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the latest date this Agreement is fully executed.

CONSULTANT: CITY OF REDMOND:

\_\_\_\_\_

By: Leah Petrunin

Michael Marchand, Chief Information Officer Title:

Signed by:  
  
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EVP Business Operations

DocuSigned by:  
  
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DATED: 8/5/2025

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**TIS Consulting Services Agreement City of Redmond**  
DocuSign Envelope ID: BAC8AA99-D1B8-4840-8940-B8652784E5B6

## EXHIBIT A

This Agreement applies to any Scope of Work executed between the parties during the effective period of this Agreement. All Scopes of Work are subject to the City's standard approval procedures and require written authorization prior to commencement.

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Page **10** of **11**  
Last Updated August 2024  
{EFM4878-4002-0158;3/00020.110082/}  
**TIS Consulting Services Agreement City of Redmond**  
Docusign Envelope ID: BAC8AA99-D1B8-4840-8940-B8652784E5B6

Exhibit B

City of Redmond	2/4/2025 update
Role	Revised CoR Rates / Hr.
Executive Director	\$290.00
Solution Advisor	\$290.00
Program Manager	\$275.00
Sr. Project Manager	\$250.00
Project Manager	\$230.00
Project Coordinator	\$125.00
Sr. Functional Solution Architect	\$275.00
Functional Solution Architect	\$250.00
Lead Functional Consultant	\$230.00
Sr. Functional Consultant	\$210.00
Functional Consultant	\$180.00

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Associate Consultant	\$150.00
Jr. Associate Consultant	\$110.00
Functional Solution Architect (Global Services)	\$140.00
Lead Functional Consultant (Global Services)	\$120.00
Sr. Functional Consultant (Global Services)	\$110.00
Functional Consultant (Global Services)	\$85.00
Associate Consultant (Global Services)	\$60.00
Sr. Technical Solution Architect	\$275.00
Technical Solution Architect	\$250.00
Lead Technical Consultant	\$230.00
Sr. Technical Consultant	\$210.00
Technical Consultant	\$180.00
Technical Solution Architect (Global Services)	\$150.00
Lead Technical Consultant (Global Services)	\$120.00
Sr. Technical Consultant (Global Services)	\$110.00
Technical Consultant (Global Services)	\$85.00
Lead Infrastructure Consultant	\$230.00
Cloud Technical Solution Architect	\$250.00
Cloud Lead Technical Consultant	\$230.00
BI Solution Architect	\$250.00
BI Lead Technical Consultant	\$230.00



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## EXHIBIT E

### INFORMATION PRIVACY, SECURITY AND ACCESS AGREEMENT

This Information Privacy, Security, and Access Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and *[insert name and address of Consultant]* (“Consultant”) as of the date last signed below (the “Effective Date”) and hereby supplements the attached agreement between City and Consultant (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Consultant pursuant to the Underlying

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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 exemption from disclosure under Chapter 42.56 RCW.

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

**1. Definitions.**

a. “Authorized Users” means Consultant's employees, agents, subconsultants

and service providers who have a need to know or otherwise access City Data to enable Consultant 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 Consultant or given Consultant access to, or that Consultant 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 accessed by, or is transferred or transmitted beyond the City's immediate possession, custody, or control.

c. “City software systems” means the systems, solutions (COTS and custom

developed), applications and platforms used to support the management, operation and development of City activities.

d. “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.

e. “Services” means all services, work, activities, deliverables, software or

other obligations provided by Consultant pursuant to the Underlying Agreement.

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## **2. Standard of Care.**

a. Consultant acknowledges and agrees that, in the course of its engagement by City, Consultant may create, receive, or have access to City Data. Consultant 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. Consultant 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. Consultant shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Consultant 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. Consultant 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. Consultant may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Consultant's duties to City.

b. If Consultant 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. Consultant 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 Subconsultants or Agents.**

a. Consultant may disclose City Data to a subconsultant and may allow the subconsultant to create, receive, maintain, access, or transmit City Data on its behalf, provided that Consultant obtains satisfactory assurances that the subconsultant will appropriately safeguard the information. Without limiting the generality of the foregoing, Consultant shall

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require each of its subconsultants that create, receive, maintain, access, or transmit City Data on behalf of Consultant to execute a written agreement obligating the subconsultant to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Consultant with respect to the City Data.

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

Consultant 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. Consultant 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, Consultant 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 Consultant has access to City protected health information, then Consultant must also execute the City’s Business Associate Agreement.

b. Consultant may store City Data on servers housed in datacenters owned

and operated by third parties, provided the third parties have executed confidentiality agreements with Consultant and subject to Section 5.c.

c. Unless specifically authorized in writing by City, Consultant shall not (i) access, store, process, transmit, or create City Data at locations outside the fifty (50) United States of America; (ii) permit viewing access to City Data by Consultant or any of its agents (including any subconsultants) or any other person outside the fifty (50) United States of America through any screen sharing technology such as Remote Desktop Protocol or VMware Remote Console (“VMRC” ), or other current or future protocols designed to provide similar functionality; or (iii) provide City Data received from, created, or received by Vendor on behalf of City to any employee or agent, including a subconsultant, if such employee, agent, or subconsultant receives, processes, or otherwise has access to such City Data outside of the fifty (50) United States of America. The prohibitions set forth in this Section 5.c apply not only to Consultant’s data center locations and personnel primarily involved with providing the contracted Services,

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but equally to any and all data centers and personnel used for resilience or redundancy, backups, log storage, after-hours support, and any downstream partners that may access, store, process, transmit, or create City Data.

**6. Privacy.**

a. Consultant represents and warrants that in connection with the Services

provided by Consultant:

i. All use of City Data by Consultant 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 Consultant 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. Consultant's privacy policy will provide end-users with a written explanation of the personal information collected about endusers, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Consultant 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 Consultant's use of such data shall be strictly limited to the direct purpose of the Services and Consultant's technical security operations and systems maintenance. Consultant 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 Consultant 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.

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b. Consultant 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 Consultant; (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 Consultant 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 Consultant 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. Consultant represents and warrants that the design and architecture of Consultant'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. Consultant 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. Consultant 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 Consultant, then Consultant 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. Consultant shall have appropriate technical perimeter hardening. Consultant shall monitor its system and perimeter configurations and

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network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Consultant 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 Consultant systems shall follow the principal of least privileges.

g. Consultant shall collaborate with City to safeguard electronic City Data with

encryption controls over such City Data both stored and in transit. Consultant shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Consultant shall be performed using a secure transfer method.

h. Consultant shall maintain a process for backup and restoration of data with

a business continuity and disaster recovery plan.

i. Consultant 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. Consultant 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 Consultant meet or exceed the requirements set out in this IPSA. Upon written request, Consultant shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Consultant 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 Consultant's assessment. Consultant shall cooperate with such effort.

ii. If the findings of the risk assessment identify either: a potentially

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significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Consultant do not meet the requirements set out in this IPSA, then Consultant shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

## **8. Data Breach Procedures and Liability.**

- a. Consultant shall maintain a data breach plan in accordance with the criteria

set forth in Consultant'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 laws codified at RCW 19.255.010 and RCW 42.56.590. Without limiting the generality of the foregoing, Consultant 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 Consultant. Consultant 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. Consultant shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Consultant 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, Consultant 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. Consultant'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,



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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, Consultant is not permitted to notify affected

individuals without the express written consent of City. Unless Consultant 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.** Consultant 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. Consultant 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.** Consultant 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 Consultant 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. Data Access.** The City shall have access to City Data stored within any application or system owned by the Consultant.

**13. Data Export and Retrieval.** The City shall be able to export and retrieve City Data.

**14. 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:

IPSA  
City of Redmond

i. In the event of a material breach of this IPSA  
by the Consultant,

provided that City first sends the Consultant written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Consultant 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 Consultant 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  
Consultant or Consultant'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 14.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, Consultant 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, Consultant shall comply with any transition service requirements described in the Underlying Agreement.

iii. Consultant 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 Consultant'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.

iv. Consultant agrees to certify that City Data, including City Data held by  
subconsultants, has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Consultant or subconsultants, maintain City Data within 45 days of receiving City's request that the City Data be returned,

IPSA

City of Redmond

deleted, or destroyed. Consultant shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

**15. Insurance.** In addition to the insurance requirements of the Underlying Agreement, Consultant 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 Consultant’s Services include professional services, then Consultant 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. Consultant’s insurance shall be primary to any other insurance or self-insurance programs maintained by City. Consultant 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 Consultant’s obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Consultant shall provide City with

thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 15. Consultant shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 15. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 15 shall be considered a material breach of this IPSA.

e. Consultant’s maintenance of insurance as required by this Section 15 shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or equity. Further, Consultant’s maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Consultant.

IPSA

City of Redmond

**16. 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 Consultant shall supersede any provision in the Underlying Agreement purporting to limit Consultant's liability or disclaim any liability for damages arising out of Consultant's breach of this IPSA.

**17. Indemnification.** Consultant 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 Consultant; (ii) a violation by Consultant of any information security and privacy statute or regulations; or (iii) any Data Breach by Consultant.

**18. 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 Consultant'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: ISAdministration@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.

**Consultant**

**City of Redmond**

\_\_\_\_\_  
HSO US

Signed by:  
By: Leah Petrunin  
7A6743CB4D3E4E3...

DocuSigned by:  
By: Michael Marchand  
6222B98288CC42B...

Name: Leah Petrunin \_\_\_\_\_

Name: \_\_\_\_\_ Michael Marchand

Title: \_\_\_\_\_ EVP Business Operations

Title: \_\_\_\_\_ Chief Information Officer

Date: \_\_\_\_\_ 8/6/2025  
8/5/2025  
\_\_\_\_\_

Date:

EXHIBIT A  
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: \_\_\_\_\_ Name of Leah Petrunin Consultant:      HSO  
US \_\_\_\_\_

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the "City Data") owned and operated by the City of Redmond ("City") due to my employment by or contractual relationship with \_\_\_\_\_ ("HSO US Consultant").

I agree that I may use the City Data for the sole purpose of Consultant's obligations to City and in a manner that complies with City's Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Consultant's obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, "Authorized User ID") will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Consultant's privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Consultant.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at servicedesk@redmond.gov of any conflict with or violation of the above conditions.

Signed by:  
  
7A6743CB4D3E4F3...  
Authorized User Signature

\_\_\_\_\_  
Date 8 /6/2025





Year	Monthly Price	Total	Budgeted Amount Variance*
2026	\$ 16,059.68	\$ 192,716.16	\$ 8,122.16
2027	\$ 16,742.44	\$ 200,909.28	\$ 200,909.28
2028	\$ 17,453.87	\$ 209,446.44	\$ 209,446.44
		<b>\$ 603,071.88</b>	\$ 418,477.88

\*\$184,954 is already allocated in the 2026 TIS Operational Budget.



## Memorandum

**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** AM No. 26-004  
**Type:** Consent Item

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

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

Human Resources	Adrienne Steinert	Human Resources Analyst
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**TITLE:**

Approval of the 2026-2028 Collective Bargaining Agreement between the City of Redmond and Teamsters Local No. 117 Representing Police Lieutenants

- a. Ordinance No. 3245: An ordinance of the City of Redmond, Washington Amending the 2026 "LT" Pay Plan for Employees Represented by the Teamsters Local No. 117 Representing Police Lieutenants

**OVERVIEW STATEMENT:**

This memo seeks approval of the 2026-2028 Teamsters - Police Lieutenants Union Collective Bargaining Agreement (CBA) and the associated pay plan. This agreement has been negotiated between the City and Union using tentative agreements over the last year and has been approved by a vote of Union members. This item was brought to Council during Executive Session on November 18, 2025.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RCW 35A.11.020
- **Council Request:**  
N/A
- **Other Key Facts:**  
The current CBA expires on 12/31/2025.

**OUTCOMES:**

This CBA sets forth the working relationship between the City and the Teamsters-Police Lieutenants, specifically it covers salaries, benefits, working conditions, and other information/expectations.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The cost to implement the proposed increases to the 2026-2028 collective bargaining agreement is approximately \$77,428, or 9.15%, for 2026.

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

**Budget Offer Number:**

275 Criminal Investigation  
279 Police Patrol & Response  
280 Police Dispatch & Support

**Budget Priority:**

Safe and Resilient

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

***If yes, explain:***

N/A

**Funding source(s):**

100 General Fund  
035 Public Safety Levy Fund

**Budget/Funding Constraints:**

N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/18/2025	Special Meeting	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Employees under this contract are currently being paid at 2025 rates. It would be beneficial to have the 2026 pay rates approved immediately, to avoid excessive retroactive pay back to January 1, 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

Additional negotiations would be required, and the Union and the City would likely go to mediation/arbitration. The longer the delay, the more complex the retroactive adjustments to employees' pay due to various pay actions that would occur and need to factor into the retro pay. (For example: overtime, paid leave, etc.) This will lead to a longer wait time for pay increases and could lead to a greater chance of payroll errors, both of which always has a negative impact on morale for all employees involved.

**ATTACHMENTS:**

Attachment A: Redline of 2026-2028 Teamsters-Police Lieutenants Collective Bargaining Agreement

Attachment B: Summary of Outcomes in 2026-2028 Police Lieutenants CBA

Attachment C: Ordinance Amending the 2026 Pay and Pay Plan for Teamsters-Police Lieutenants

Exhibit 1: 2026 Police Lieutenants Pay Plan "LT"

# **A G R E E M E N T**

**Between**

**THE CITY OF REDMOND**

**And**

**Teamsters Local Union No. 117  
Representing Police Lieutenants**

**Affiliated With The  
International Brotherhood of Teamsters**



**Term of Agreement**  
**January 1, ~~2022~~2026 – December 31, ~~2025~~2028**

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## AGREEMENT

### **PREAMBLE**

Pursuant to the Revised Code of Washington (R.C.W. 41.56), this mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 117 (hereinafter referred to as the "Union"), and the City of Redmond, Washington (hereinafter referred to as the "City" or "Employer"), which may hereinafter be referred to as "Parties." The purpose of this Agreement is the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

### **ARTICLE 1 - NON-DISCRIMINATION**

1.1 The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, national origin, citizenship or immigration status, creed, religion, age, sex, gender identity, gender expression, marital status, sexual orientation, honorably discharged veteran or military status, Union membership, or the presence of any sensory, mental or physical disability.

1.2 An employee or Union claiming discrimination under this Article shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seek other administrative or legal remedies for the alleged discrimination, provided however, that filing a claim solely for the purpose of complying with applicable time limitations (such as a statute of limitations) shall not be considered as seeking another remedy unless and until the employee or Union fails to obtain dismissal of such claim within a reasonable time after there has been an award in the grievance arbitration. If the employee or Union fails to obtain such a dismissal or seeks other administrative or legal remedies for the alleged discrimination after the grievance arbitration award, the grievance arbitration award shall be vacated, of no force and effect, and the parties shall be entitled to be placed in the status quo ante, in effect prior to the issuance of the arbitration award.

### **ARTICLE 2 - UNION RECOGNITION AND PAYROLL DEDUCTIONS**

2.1 Recognition: The Employer shall recognize the Union as the sole collective bargaining agent for all police officers of the City of Redmond Police Department holding the rank of Lieutenant.

2.2 Notification: All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

2.3 Union Orientation: Within seven (7) calendars days of a new, transferred, promoted, or demoted employee being appointed to a position within the bargaining unit, the

Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

2.4 Union Dues and Fees: The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

2.5 Dues Cancellation: Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

2.6 Teamsters Legal Defense Fund: The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

2.7 Indemnification/Hold Harmless: The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

### **ARTICLE 3 – UNION RIGHTS**

3.1 Negotiations Release Time: The Employer shall allow members of the Union's negotiation committee to attend negotiation sessions during on-duty time. Such members shall be designated by the Union at least one (1) week in advance.

3.2 Grievance Release Time: The Employer shall allow a minimum of one (1) member of the Union, in addition to the grievant(s), to attend grievance-related meetings during on-duty time.



3.3 Union Communication: The Union shall be allowed reasonable use of City's email and phone/voice mail systems to communicate with members.

3.4 Labor Management Committee: There shall be a Labor Management Committee comprised of members/representatives of the Union and Management Representatives. Non-Committee members may attend Committee meetings. The Committee shall meet at least quarterly to discuss issues of continuing importance to the Union and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Union Representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their supervisor. The Union's Labor Management meetings shall take place separately from any other Union's Labor Management meetings.

#### **ARTICLE 4 – HOURS OF WORK, OVERTIME EXEMPT, CALLBACK, AND STANDBY**

4.1 Work week: The normally scheduled workweek for employees shall be ~~the equivalent of forty (40) hours per week consisting of five (5) consecutive work shifts of eight (8) consecutive hours of work followed by two (2) consecutive days off (5/8 schedule). Upon approval by the Police Chief, individual employee(s) may request to be assigned to work~~ four (4) consecutive work shifts of ten (10) consecutive hours of work followed by three (3) consecutive days off (4/10 schedule). A temporary cChange back to a 5/8 schedule requires a fourteen (14) day written notice to the individual employee.

4.2 Core Work Hours: The core work hours are standard daytime business hours occurring Monday through Friday. It is recognized that employees are allowed flexibility to adjust their core work hours on a case-by-case basis, provided the employee receives approval before adjusting their schedule. The supervisor will not unreasonably restrict core work hours flexibility.

~~4.3 Swing Shift Assignment: Employees will bid for swing shift assignments in accordance with Annual Shift Changes in section 4.07. Employee's preference for swing shift be taken into consideration, when the supervisor makes the assignment.~~

4.4 Regular Days Off: Employees shall not be regularly scheduled to work their regular days off. Due to unforeseen situations, events, or emergencies, Employees may work on their day off as required.

4.5 Special Event Coverage: Employees may adjust their normal work schedule for planned special events occurring on their days off. When adjusting to or from a normal weekly work schedule to a weekend weekly work schedule, the adjustment shall occur within the same pay period.

4.6 Modification of Normal Work Schedules: The parties agree to consider modification to the normal work schedule for employees when there is a demonstrated need. Absent an emergency, the Employer shall provide notice of at least fifteen (15) calendar days

prior to schedule modification. Schedule modifications outside of these parameters can be made by mutual agreement.

~~4.7 Annual Shift Change: The yearly schedule for employees shall be determined and published by the Employer each year by October 1<sup>st</sup> for the following calendar year.~~

4.8 Shift Exchanges: Employees are permitted to exchange shifts with supervisor approval.

4.9 Overtime Exemption: Employees are considered overtime exempt managerial employees, and as such, shall be paid salary (calculated from an hourly rate based on the standard forty (40) hour workweek). Employees are not entitled to overtime compensation under either the Fair Labor Standards Act or Washington Minimum Wage Act.

4.10 On-Call: Employees assigned the “on-call” rotation will be expected to respond and report within forty-five (45) minutes, barring unforeseen circumstances that cause a delay. The “on-call” assigned employee shall attend to duties that arise during their assignment that are outside of their normal working hours. The rotation schedule for each on-call assignment shall be no greater than seven (7) continuous days per on-call assignment. Each on-call rotation is not to occur more than once every five (5) weeks, provided staff are available to cover all assignments. If there is not enough staff to cover, employees can volunteer to cover. If no volunteers exist, supervisor will assign employees to provide the coverage, which may occur more frequently than once every five (5) weeks.

Every effort will be made to assign employees the on-call rotation for only two (2) holidays per year. Employees may have to work an additional on-call rotation due to staffing shortages.

The Employer shall establish and publish the on-call schedule/calendar to employees by November 15th of each year.

4.11 Light Duty: The Job Classification for employees defines these positions as eligible for “light duty” assignments. Light duty requests shall be immediately granted in accordance with policies set forth by the Department and City.

4.12 Compensatory Time: When an Employee moves from a non-exempt status to the exempt Lieutenant status, any compensatory time will be cashed out at the Employee’s non-exempt hourly rate of pay, and will no longer be eligible to earn compensatory time.

4.13 Holiday Bank: When an Employee moves from a different Union and has a holiday bank, the holiday bank will be cashed out at the Employee’s rate of pay prior to movement into the Lieutenant status position.

## **ARTICLE 5 – SENIORITY**

5.1 Seniority Definitions:

5.1.1 “Department Seniority” means the length of an employee's most recent Continuous Employment in the Department measured from the employee's first compensated day of employment in the Department as a commissioned officer.

5.1.2 “Seniority in Classification” means the length of an employee's most recent Continuous Employment in a classification in the Department (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Department.

5.1.3 “Continuous Employment” means a continuous period of employment in the Department that is unbroken by resignation, discharge or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Article 6 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Section 6.5 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.

5.1.4 “Order” means the order of Department Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one (1) employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:

- A. The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the exam for the position held by each employee, respectively. In the event of equal scores, the Order shall be determined by a random means, which once determined, shall thereafter be established for all purposes.
- B. The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Department Seniority.

5.1.5 “Department” means the City of Redmond Police Department.

5.2 Seniority List: The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority and Seniority in Classification. These lists, appropriately updated to reflect any new hires, promotions, terminations or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Union.

5.3 Seniority While on Leave: During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including

RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

## **ARTICLE 6 – PERSONNEL REDUCTION**

6.1 Personnel Reduction: In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Employees shall be laid-off in reverse order of seniority in classification. The steps for a personnel reduction shall be as follows:

### **Step 1**

Designation Notice: The Employer will designate the number of employees in each classification to be laid-off by notice to the Union and by posting in the Department. The Designation Notice shall specify an effective date for the personnel reduction, which shall not be earlier than ninety (90) days from the date of the Designation Notice.

### **Step 2**

Volunteers: For a period of thirty (30) days after the Designation Notice employees in the classifications affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or bump to a reduction to a lower classification as provided herein, as of the Effective Date, without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-serve basis. The number of volunteers shall be limited by the number of employees in each classification subject to the personnel reduction as specified in the Designation Notice.

### **Step 3**

Personnel Reduction Notice: Within forty (40) days after the Designation Notice, the Employer shall deliver to the Union and post the Personnel Reduction Notice, which shall list:

- a. The layoffs and reductions in classification which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in classification;
- b. The order of all employees affected by the layoffs and reductions in classification; and
- c. The order of all employees not affected by the layoffs and reductions in classification.

### **Step 4**

Personnel Reduction Change: At any time after the Designation Notice is issued, the Employer may reduce the number of employees to be laid-off by providing notice to the Union, provided however, the reduction shall not affect the time periods specified in this Article which shall

continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty (60) days after the date specified in the Designation Notice.

6.2 Personnel Reduction Challenge: Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide a written challenge to the Employer and Union within ten (10) days after the notice is posted. The written challenge shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Union will review the issues with all employees who would be affected.

If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator which the parties agree to select provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after the arbitrator's selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator.

For all issues related to the application and interpretation of this Section the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 12. The agreement by the Union, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Union or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

6.3 Bumping Rights: Employees bumped back to a lower classification shall be eligible for vacancies in the previously held higher classification, or any lower classification, by Order of Seniority in Classification in that higher classification. Employees who are laid-off pursuant to Step 1 or 2 above shall be eligible to fill vacancies in that previously held classification, or any lower classification, by Order of Seniority in Classification in that classification, during the Re-Employment Eligibility Period as defined below. All employees laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Police Officer vacancies, by Order of Department Seniority, during the Re-Employment Eligibility Period. In all cases, the eligible employee with the highest Seniority in Classification shall be entitled to the opening, provided that such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who:

- a. meets the then current employment standards, and

- b. if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date.

6.4 Probation Status: Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section.

6.5 Re-Employment Eligibility Period: This is the five (5) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and Union shall have the right to grieve whether the retraining was satisfactorily completed but shall not have the right to grieve whether the retraining or employment standards are appropriate.

When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment letter (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at the employee's last known address.

If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section.

For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

## **ARTICLE 7 – HOLIDAYS**

7.1 Holidays Observed: Employees working ~~thea~~ standard ~~4/10 schedule work-week Monday through Friday~~ shall observe the holidays listed below on the date specified, or if the holiday falls on an employee's regularly scheduled day off, the holiday will be observed on the work ~~day-week~~ which immediately precedes or follows the holiday, as established by the Employer. ~~Employees working a shift schedule other than the standard work week shall observe the holidays listed below on the date specified. Employees shall be paid for ten (10) hours at their regular rate of pay holidays.~~ The following days shall be considered holidays for all employees covered by this Agreement:

Holiday	Date to be Observed
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May



Juneteenth	June 19
<b>Holiday</b>	<b>Date to be Observed</b>
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One floating holiday	

7.2 Floating Holiday: Taken on a date mutually agreed by the employee and the Employer. ~~Employees are not eligible for the Floating Holiday until the completion of six (6) months continuous service.~~ Floating Holiday hours cannot be carried over and may not be paid out at the end of the calendar year or at time of separation.

7.3 Holiday on a Regular Day Off: Although Lieutenants are exempt status employees, in recognition of the inconvenience of being called to work from off-duty status on a City holiday, employee shall receive floating holiday hours on an hour-by-hour basis, up to a maximum of ~~eight ten~~ (108) hours per year. At the Police Chief's discretion, the Police Chief may authorize the employee to bank additional hours above the ~~eight ten~~ (108) hour maximum for working a holiday.

Hours shall be added to their floating holiday bank. Floating holiday hours added for Christmas Eve and/or Christmas Day holidays may be carried over to the following year.

## **ARTICLE 8 – LEAVES**

### **8.1 Vacation Leave**

8.1.1 Scheduling of Vacation Leave: Employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief at the Chief's sole discretion which will not be unreasonably withheld. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Requests for vacation and/or professional leave shall be approved or denied within five (5) working days. Scheduled vacation leave that was approved prior to an employee's appointment into the bargaining unit will be honored.

Vacation scheduling for each calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) shall be administered in accordance with seniority and shall be completed no later than November 1<sup>st</sup> of the preceding year. Thereafter vacation requests shall be administered on a "first come, first served" basis.

8.1.2 Maximum Vacation Leave: Vacation leave accumulation shall be limited to three hundred sixty (360) hours of accrual at any time. Any portion above three hundred sixty (360) hours of unused vacation leave shall be forfeited. Unless the reason

for not taking such vacation leave is at management's direction, as under emergency conditions.

8.1.3 Vacation Accruals: Each full-time employee shall earn vacation leave time each month according to length of service, with the total vacation accrual to be as noted in the following schedule:

Length of Continuous Service	Annual Vacation Hours Accrued
1st-2nd year	96
3rd year	104
4th year	112
5th year	128
7th year	136
9th year	144
11th year	152
13th year	160
15th year	168
17th year	176
20th year	184

Vacation accrual rates change on the first pay period following the employee's next year of service. For example, if an employee's hire date is June 20, 2016, the employee starts their 3rd year on June 20, 2018, with the accrual increase starting on the first pay period of July 2018. Employees shall receive additional vacation accruals equal to City Policy, if City Policy grants more than the CBA.

8.1.4 Payment for Vacation Leave at Separation: Upon separation of employment, regular permanent employees shall receive a lump sum payment equal to one hundred percent (100%) of unused vacation leave.

When an employee voluntarily resigns their employment, the last day worked is considered the last day on the City's payroll, which normally may not be extended by vacations.

8.1.5 Scheduled to Work During Vacation: Employees who are called-in to work while on their scheduled vacation shall be placed on regular pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the vacation day restored which was lost due to being called into work.

8.1.6 Use for Emergency: In the event of a bona fide family emergency at the Chief's discretion, the Chief or their designee may permit an employee to take time off with vacation leave applied as compensation.

8.2 Sick Leave: Please refer to 9.30 Sick Leave in the Personnel Manual. Scheduled sick leave that was approved prior to an employee's appointment into the bargaining unit will be honored.



8.3 Sick Leave Bonus Deposited into HRA VEBA Account: Employees are eligible for a sick leave bonus as set forth in Article 9.30 Sick Leave in the Personnel Manual. Effective January 1, 2020, one hundred percent (100%) of any sick leave bonus an employee is entitled to under the Personnel Manual shall be deposited into that employee's Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) account.

In the event that an employee dies while employed with the City of Redmond, one hundred percent (100%) of any accrued but unused sick leave shall be converted to an hourly amount based on their regular hourly rate of pay. That amount shall be paid to their beneficiaries.

The City makes no representations regarding the tax consequences to any employee/Union member of their HRA VEBA contributions. The Union and its membership waive any and all claims against the City arising out of adverse tax consequences due to an employee's HRA VEBA contributions.

Retirement Bonus Pay: any Police Lieutenant that qualifies for the Retirement Bonus Pay outlined in Section 7.120 of the City Personnel Manual, will have the Sick Leave portion of that Retirement Bonus Pay paid in to their HRA VEBA account. This is in addition to the Sick Leave Bonus contribution in Article 8.3 of the CBA and the mandatory fifty dollars (\$50.00) per pay period contribution.

8.4 Professional Leave: In recognition of hours worked by exempt employees beyond the standard workweek, exempt employees are granted forty-eight (48) hours of professional leave each calendar year. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year.

- a. Professional leave is intended to be used for occasional paid days off without reducing an employee's accrued vacation.
- b. Use of professional leave is approved by an individual's supervisor.
- c. Professional leave may not be used to substitute for sick leave unless all sick leave has been used.
- d. Any professional leave not used during a calendar year expires on December 31<sup>st</sup> each year.
- e. Unused professional leave is not compensated on separation.

8.5 Bereavement Leave: Employees shall receive up to forty (40) hours of leave, in the event of death or serious illness with impending death in the immediate family. Immediate family is defined as parent, step-parent, sister, brother, spouse, registered domestic partner, grandparent, grandchild, minor/dependent/foster child, child, and step-child or corresponding relative of their spouse, significant other, or domestic partner.

Any Bereavement Leave shall be used within six (6) months from the date of death. Any time beyond this amount required because of travel or extenuating circumstances or for time requested for a person other than specified in this paragraph shall be at the discretion of the Employer; however, any additional such time allowed off shall be deducted from accumulated vacation, sick, or professional leave.

8.6 Unpaid Leave: Unpaid leaves of absence may be granted to an employee for a period of not to exceed one (1) year by the Department Head and subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the Employer and adequate provision can be made for replacement of the employee during the employee's absence. To obtain a leave of absence, an employee must make a request submitting the reasons for requesting the leave of absence, the length of time requested and the expected return date. No leave of absence without pay shall be granted until all accrued and unused vacation has been utilized by the employee. Unpaid leaves of absence time shall not affect civil service and seniority status of the employee.

8.7 Shared Leave: The Shared Leave Program enables regular full-time employees to donate annual vacation leave to fellow regular full-time employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated annual vacation leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable. Provisions not addressed in 8.07 shall be administered pursuant to the Personnel Manual 9.140.

8.7.1 Definitions: The following definitions shall apply to this provision.

- a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, ~~step-child~~, child of Domestic Partner, grandchild, grandparent, ~~step-parent~~, or parent.
- b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- c. "Severe or extraordinary": Shall mean serious, extreme, or ~~life-~~threatening conditions.

8.7.2 Donation Restrictions: The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate vacation leave available in their leave bank,

provided the donation does not cause the employee's annual vacation leave balance to fall below forty (40) hours.

Effective on the first payroll period after the signing of the agreement by both parties, employees may donate Regular Sick Leave (RSL) only, available in their leave bank, provided the donation does not cause the employee's RSL balance to fall below forty (40) hours. Regular sick leave donation will not impact the sick leave bonus in Article 8.3.

- b. The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

8.7.3 Eligibility: Employees may be eligible to receive shared leave under the following conditions:

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.
- c. The employee has complied with department policies regarding the use of sick leave.
- d. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.
- e. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

8.7.4 Recipient Responsibilities:

- a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
- b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

8.7.5 Return of Shared Leave: Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- a. Divided among the donors on a pro-rated basis, computed on the original donated value;
- b. Returned at its original donor value; and
- c. Reinstated to each contributor's annual vacation leave balance.

8.7.6 Calculation of Shared Leave: The receiving employee shall be paid at their regular rate of pay; therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

8.7.7 Voluntary Participation: Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

8.8 Testimony Leave: Employees subpoenaed and required to testify in criminal cases on behalf of their former law enforcement employer shall receive up to a maximum total of forty (40) hours of paid leave, on a cumulative basis for all such cases, as necessary to testify. Paid leave in excess of forty (40) hours for any one employee to testify in criminal matters for the employee's former employer, or to testify for a former employer in a civil matter, may be granted in the discretion of the Chief or the Chief's designee. All fees or compensation received by the Employee in relation to such testimony shall be accounted for by the employee and paid to the City.

8.9 Jury Duty: See Personnel Manual (9.100).

## **ARTICLE 9 – PERFORMANCE AND DISCIPLINE**

9.1 Performance of Duty: All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform and ready to perform their assigned duties.

9.2 Probationary Period: Probationary Period shall be governed by Rule 8 of the Redmond Civil Service Rules and Regulations.

9.3 Civil Service; Discipline and Discharge: Any conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

To the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and

To the extent the labor agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Union otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e., changes initiated after the effective date of this Agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service Commission, either party may submit a written request to the Mayor (within sixty (60) calendar days after receipt of such notice) or the result of such bargaining shall be made a part of this Agreement.

All demotion, suspension, or discharge actions of a non-probationary nature (i.e., after the probationary period) shall be taken only for just cause, and shall be subject to review solely through the grievance procedure contained in this Agreement, provided that, if the Union elects to not submit a demand for arbitration pursuant to the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review of the action by the Civil Service Commission, as provided in the Civil Service Rules and Regulations, which shall then apply the substantive and procedural rights as provided in the Civil Service Rules and Regulations. The parties further agree that all decisions relating to the accommodation of a disability are excluded from civil service review provided that such decisions shall be subject to the grievance procedure of this Agreement to the extent such decision is governed by this Agreement.

9.4 Discipline: No regular employee shall be disciplined except for just cause. The City will employ the concept of progressive discipline. The City's policy is that discipline is corrective rather than punitive in nature.

9.5 Personnel Records Retention: Records of disciplinary action shall be retained in an employee's personnel file for the minimum amount of time required by law. After the minimum lawful time has elapsed, the employer shall remove and destroy applicable records upon request of the employee. Provided the employee has not had any other similar disciplinary action

9.6 Personnel Files: The City Human Resources Department will retain the permanent personnel file. The Police Department shall maintain only one (1) official personnel file for each employee. Employees shall have access to all files with reasonable frequency. Any document that goes into the personnel file will be known by the employee.

The City shall notify employees when a Public Disclosure Request is made regarding a specific employee's information. A request for general department or general employee information are excluded.

Employees shall have the right to provide a written response to any written evaluation or disciplinary actions to be included in the personal file, which, together with the action, will be retained with the action in the personnel file.

This provision shall not circumvent the law.

## **ARTICLE 10 – UNIFORMS AND CLEANING ALLOWANCE**

10.1 Uniform: The employer shall continue to provide each employee with all authorized and required uniforms and equipment. Any changes to the authorized and required uniforms and equipment shall be by mutual agreement through the labor management process.

10.2 Loss and Destruction: Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

10.3 Property of Employer: All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer. The Employer shall be free to adopt regulations governing the use of all city issued uniforms, vehicles, and equipment.

10.4 Cleaning: Uniforms and non-Uniform workwear shall be cleaned at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

10.5 **Clothing Allowance:** Employees required to wear professional business attire shall receive a clothing allowance based on non-patrol assignments of up to seven hundred and twenty dollars (\$720) per year. The clothing allowance will be paid out on a monthly basis while in a non-patrol assignment.

## **ARTICLE 11 – BENEFITS**

11.1 Health Insurance: Employer shall provide medical, dental and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO). Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. Premium contributions for part-time employees shall be pro-rated based on the City's contribution to full-time employee and dependent premiums.

11.2 Employee Benefits Advisory Committee (EBAC): The Bargaining Unit will participate on the Employee Benefits Advisory Committee (EBAC) in accordance with the Personnel Manual. Recommended changes may become applicable to Bargaining Unit represented employees only upon ratification by the Bargaining Unit. The City will provide the Union with prior notice if there is any proposed changes to the premium share costs that affects the members of this agreement.

11.3 Life Insurance: The Employer shall continue to pay one hundred percent (100%) of the premiums necessary to provide all employees with Fifty Thousand Dollars (\$50,000) of term life insurance and Fifty Thousand Dollars (\$50,000) coverage for accidental death and dismemberment.



11.4 Liability Insurance: The Employer agrees to carry liability insurance coverage for Bargaining Unit employees' liability arising from performance of their duties. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union's agreement, based on the available insurance and the Employer's assessment of appropriate levels of coverage.

11.5 Municipal Employees Benefit Trust (MEBT): All employees shall be eligible to participate in the Redmond MEBT fund, unless the City is required to participate in the Federal Social Security System.

11.6 Short-Term Disability Insurance: Please refer to Human Resources' Benefits Administrator for Short Term Disability insurance language. The City will provide the Union with prior notice if there are any changes to the current benefit levels that affects the members of this agreement.

11.7 Retirees' Welfare Trust: Based on December 2025 hours, effective January 1, 2026 and on a monthly basis thereafter, the City shall pay the sum of one hundred seventy five dollars (\$175.00) per month for benefits under the "RWT-XL Plan" during the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month.

~~On behalf of the employees, the City agrees to coordinate payroll deductions and make Employee-funded contributions to the Teamsters' Retiree's Welfare Trust, which will be administered by Northwest Administrators, Inc. The Union and the City have agreed the funds will be deducted from the Employee's pay check each pay period and contributed to the Retiree's Welfare Trust. These deductions in pay are authorized by this Agreement and no further action is needed by the Employees to authorize the deduction set forth herein. These deductions in pay shall continue for the term of the Agreement or until the City receives written notice from the Union regarding either a change in the contribution amount to Retiree's Welfare Trust or the dissolution of the Retiree's Welfare Trust.~~

~~The City agrees to deduct \$94.85 per month through payroll deduction of each employee covered by this Agreement and contribute to the Retiree's Welfare Trust for the RWT-Plus plan for employees who were compensated for 80 hours or more during the preceding month.~~

The City makes no representations regarding the validity or legality of the Retiree's Welfare Trust, or the tax consequences relating to the contributions to the Retiree's Welfare Trust, and takes no responsibility for establishing, implementing, overseeing, managing, or any other responsibilities for the Retiree's Welfare Trust, other than making the contributions set forth above. The City will not have fiscal responsibility nor legal accountability for the Retirees' Welfare Trust.

11.8 Benefit Changes: The City understands and agrees to negotiate any benefit changes that require bargaining.

11.9 Department Vehicle: The Employer shall provide each employee the use of a take-home department vehicle to facilitate the essential function of responding to critical incidents on a 24/7 basis to assume command as necessary. The vehicle shall be unmarked and officially equipped with emergency lights and siren in compliance with R.C.W. 46.37. Collisions resulting from the authorized use of a City vehicle by an employee while responding to an official call of duty will be considered "on duty" for the purposes of L&I and state collision reports. Employees are required to follow the City's policy and vehicle use requirements.

11.10 Liability Insurance: The Employer shall continue to provide the insurance protection against potential liability actions resulting from an employee's performance of duty, provided employee's actions are not unlawful.

~~11.11 Western Conference of Teamsters Pension: The City and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the Plan, and that if a majority of members vote in favor of participation, all members must participate. The city agrees to divert from the wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or the Plan's Trust.~~

Mandatory Police Lieutenants Employee contributions shall be deducted from each Police Lieutenants Employee's pay and deposited into that Employee's HRA VEBA. The HRA VEBA contributions shall equal fifty dollars (\$50.00) per pay period, totaling one hundred dollars (\$100.00) per month. This is in addition to the existing Sick Leave Bonus contribution in Article 8.3.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

12.1 Definition and Procedure: A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.

12.1.1 An employee and/or the Union, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Union should reasonably have known of the existence of the grievance may bring said grievance to the attention of the Chief in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.

12.1.2 The Chief or the Chief's designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment. Upon failure of the Mayor to resolve the alleged grievance within the following fourteen (14) calendar day period, the Union shall then be permitted the right to submit a written demand for arbitration to the Employer, within twenty-eight (28) calendar days.



12.1.3 If the grievance is not settled satisfactorily by the Mayor, the Union and the Employer may mutually agree to submit the grievance to mediation. Within fourteen (14) calendar days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are disclosed, but will not have authority to compel resolution of the grievance. The parties will not be limited in mediation solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Subsection 12.1.4 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

12.1.4 The Employer and the Union shall immediately thereafter select an arbitrator to hear the grievance in accordance with SB 5055 and according to the procedure described. If the Employer and the Union are not able to agree upon an arbitrator within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Union and/or Employer may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. In the event FMCS is dissolved or is unresponsive to the parties' request for a panel, the parties agree to utilize the Public Employment Relations Commission (PERC), or another mutually agreed upon comparable agency, that maintains a roster of labor arbitrators. After receipt of the same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

12.1.5 In the event one of the parties is unable to meet the time deadlines set forth above, the other party shall grant an extension for good cause shown.

12.1.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance to any stage of the grievance procedure.

12.1.7 The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by the losing party. The arbitrator shall designate the losing party in the arbitration decision. Each party shall be completely responsible for bearing all costs of preparing and presenting its own case, including compensating its own attorneys and witnesses. This agreed allocation of costs is intended to supersede any statutory provision assessing attorneys' fees against a party so long as the City does not appeal an arbitration decision. If the City appeals an arbitration decision, this section shall be null

and void as to the grievance giving rise to the arbitration decision from the date the grievance was originally filed, and this section shall not supersede any statutory provision assessing attorneys' fees against the City. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine ~~his/her~~their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the written issue(s) submitted to them for arbitration and shall not have the authority to determine any other issue(s) not so submitted to them.

12.1.8 Union business conducted by a representative of the Union and aggrieved employee under this Section may be performed during duty hours consistent with the requirements of Section 3.1.

12.1.9 Arbitration Election of Remedies: It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the Union to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. The Union does not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

## **ARTICLE 13 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS**

13.1 No Right to Strike: Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of their ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the City.

13.2 No Lockouts: The City agrees that there shall be no lockouts.

13.3 Resolution; Expedited Arbitration: If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

## **ARTICLE 14 – SCOPE OF BARGAINING**

14.1 Entire Agreement: No Oral Modifications. The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions unless mutually agreed by the Employer and Union in writing.

14.2 Opportunity to Bargain: The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

14.3 Non-Reduction of Wages and Working Conditions: The parties agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall be those ratified by both parties' signatory to this agreement and shall not be reduced in view of the provisions of this Agreement.

14.4 Conflict of Contract and Personnel Policies: The intent of the parties is that this agreement and all working agreements shall be consistent with the personnel policies. Except as otherwise provided, where it is found that the provisions of such an agreement conflict with the personnel policies, the provision of this Agreement shall apply. The City will notify the Union of any proposed changes to City or Department policies that impact wages, benefits, hours or work and/or working conditions. The City shall discharge all bargaining obligations prior to making the change.

## **ARTICLE 15 – LEGALITY**

Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. If any court or board of competent jurisdiction finds any Article, Section, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to negotiate a substitute for the invalid Article, Section, or portion.

## **ARTICLE 16 – DURATION AND REOPENERS**

This Agreement shall be effective January 1, ~~2022~~2026, and shall remain in full force and effect through December 31, ~~2025~~2028, with contract amendments to be effective from date of signing, unless otherwise agreed.

**CITY OF REDMOND, WA**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

\_\_\_\_\_  
**ANGELA BIRNEY**  
Mayor

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date  
ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CHERYL XANTHOS**  
City Clerk

**Date**

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## **APPENDIX A PAY RATES**

A.1 2022-2026 Pay Plan. Effective January 1, ~~2022~~2026, a flat rate of two and three tenths of a percent (2.3%). ~~Steps A and B of the 2021 Pay Plan will be eliminated and the remaining pay steps and individual rates of pay for employees shall be increased by 6.3%.~~

<b>2026 PAY PLAN "LT" LIEUTENANTS</b>						
<u>Police Lieutenants</u>						
<u>Effective January 1, 2026</u>						
<u>Grade</u>	<u>FLSA</u>	<u>Position Title</u>	<u>Step</u>	<u>Duration</u>	<u>Monthly</u>	<u>Annually</u>
<u>LT01</u>	<u>E</u>	<u>Lieutenant</u>	<u>A</u>	<u>0-12m</u>	<u>\$15,687.82</u>	<u>\$188,253.81</u>
-	-	-	<u>B</u>	<u>13-24m</u>	<u>\$16,236.79</u>	<u>\$194,841.48</u>
-	-	-	<u>C</u>	<u>25-36m</u>	<u>\$16,790.03</u>	<u>\$201,480.34</u>

<b>20262 PAY PLAN "T" – TEAMSTERS – POLICE LIEUTENANTS</b>						
<del>Ordinance No.</del>						
<del>Effective January 1, 2022</del>						
<del>Grade</del>	<del>FLSA</del>	<del>Position Title</del>	<del>Step</del>	<del>Duration</del>	<del>Monthly</del>	<del>Annually</del>
<del>T01</del>	<del>E</del>	<del>Lieutenant</del>	<del>A</del>	<del>0-12m</del>	<del>\$13,099</del>	<del>\$157,188</del>
-	-	-	<del>B</del>	<del>13-24m</del>	<del>\$13,558</del>	<del>\$162,696</del>
-	-	-	<del>C</del>	<del>25+m</del>	<del>\$14,020</del>	<del>\$168,240</del>

A.2 2023 Pay Plan. Effective January 1, 2023, the pay steps and individual rates of pay for employees shall be increased by 7%.

<b>2023 PAY PLAN "T" – TEAMSTERS – POLICE LIEUTENANTS</b>						
<del>Ordinance No.</del>						
<del>Effective January 1, 2023</del>						
<del>Grade</del>	<del>FLSA</del>	<del>Position Title</del>	<del>Step</del>	<del>Duration</del>	<del>Monthly</del>	<del>Annually</del>
<del>T01</del>	<del>E</del>	<del>Lieutenant</del>	<del>A</del>	<del>0-12m</del>	<del>\$14,016</del>	<del>\$168,192</del>
-	-	-	<del>B</del>	<del>13-24m</del>	<del>\$14,507</del>	<del>\$174,084</del>
-	-	-	<del>C</del>	<del>25+m</del>	<del>\$15,001</del>	<del>\$180,012</del>

A.3 20274 Pay Plan. Effective January 1, 20274, the pay steps and individual rates of pay for employees shall be increased by 100% CPI-W Seattle/Tacoma/Bellevue First Half 20263, with a 2% minimum and 5% maximum.

A.4 20285 Pay Plan. Effective January 1, 20285, the pay steps and individual rates of pay for employees shall be increased by 100% CPI-W Seattle/Tacoma/Bellevue First Half 20274, with a 2% minimum and 5% maximum.

A.5 Availability Premium. ~~Effective January 1, 2022,~~ in recognition of the special nature of law enforcement extra duties, 24/7 availability, and unscheduled events, employees will receive a ~~four~~ five percent (~~54~~%) salary premium.

A.6 Service Recognition Pay. Effective January 1, ~~2022~~2026, employees who have completed at least ten (10) years of service with the city will receive monthly Service Recognition Pay to recognize employees for their experience and as an effort to retain their talent. The Service Recognition Pay will be paid as follows:

Completed Years of Service	Monthly Service Recognition Pay <u>Premium</u>
<u>5</u>	<u>2.5%</u>
10	<del>4.5%</del> <u>\$250</u> <del>\$300</del>
15	<del>6.5%</del> <u>\$350</u> <del>\$400</del>
20	<del>8.5%</del> <u>\$450</u> <del>\$500</del>
25	<del>10.5%</del> <u>\$550</u> <del>\$600</del>

Tuition Reimbursement Program. Tuition reimbursement shall be governed by the Tuition Reimbursement Program as provided in the Redmond Personnel Manual.

New - Physical Fitness Plan

Members of the bargaining unit may participate in the Physical Fitness Plan as described in the contract for the Law Enforcement Officers. Employees who meet the requirements of that plan as described shall receive the annual incentive bonus of two thousand dollars (\$2,000).

## **APPENDIX B** **LIEUTENANT BILL OF RIGHTS**

B.1 Bill of Rights: Because of the ever-increasing responsibilities and duties required of lieutenants in the performance of their duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of members of the Police Department, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relationships with the public and also to provide for safeguards in order to protect the lieutenant in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

An employee of the Redmond Police Department shall be entitled to be advised in writing, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against them, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interview of the employee and should include names of the complainant and witnesses (unless the witness is a confidential informant or otherwise requests anonymity). This Section shall not apply to the initial gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.

Interviews of said Police Department employees shall be at a reasonable hour; preference for such time of interviews shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interview. If prior to or during the interview it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of their constitutional rights.

Interviews shall be held at Redmond Police Station or City Hall, except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Union representative prior to commencement of the interview. The employee's attorney and/or the Union representative may be present during the interview, but said attorney and/or Union Representative shall not be permitted to participate in the interview. Nothing herein shall in any way restrict the rights of the attorney and/or the Union representative to consult with the employee during the process of the interview.

The interview shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interview and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods. The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview. No promises or rewards shall be made to the said employee as an inducement to answer questions.

To the mutual benefit of both parties the interview will generally be recorded and a copy will be provided to the Union. Within a reasonable period after the conclusion of the investigation and no later than seventy-two (72) hours (not counting Saturday or Sunday) prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely.

An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a public safety statement. This does not apply to witness employees. Nothing in this section is meant to replace the provisions or requirements of I-940.

All complaints are logged, and all case documentation shall remain confidential within the Internal Affairs Unit/Section and to the Chief. Cases shall become part of the Department Administrative file and the conclusion of sustained findings provided to Human Resources for inclusion in the employee's personnel records. Investigative findings will be retained and destroyed in accordance with minimum record retention requirements.

Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of their duties and responsibilities as the Chief Administrator of the Redmond Police Department.

## B.2 Personnel Records

The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

Personnel File Review: Each employee's personnel files shall be open for review by the employee.

Contents: A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, open Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.



When the Employer receives a public records request for documents located exclusively in an individual employee's personnel, payroll, supervisor, training, file, the Employer will provide the employee notice of the request in advance (minimum of 10 working days) of the intended release date, in accordance with RCW 42.56.250(2). If the Employer receives a public records request for documents containing Employment and Licensing information for all employees who are members of the Union, the Employer shall notify the Union as soon as possible and prior to the release of the information. For purposes of this section, Employment and Licensing Information means all information described in RCW 42.56.250(1).

B.3 Brady/Giglio: Union shall be immediately notified by the city when information is requested or before information is released. The City shall adhere to Federal, State, and local laws associated with Brady/Giglio.

## **APPENDIX C**

### **DRUG AND ALCOHOL POLICY**

C.1 Drug and Alcohol Policy: The City and the Union recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. Use of illegal substances and/or substance abuse is unacceptable for a member of the Redmond Police Department and worthy of strong administrative action. It is the goal of this policy to eliminate or address illegal drug usage and substance abuse through education, rehabilitation of the affected personnel, and other appropriate actions based on the totality of circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug.

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in this appendix or impaired by any other drug or substance of any nature. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

C.2 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City solely for coming forward and admitting a problem. The City shall not be prevented from disciplining an employee for other legitimate reasons just because the employee has voluntarily asked for assistance with a drug or alcohol problem.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EAP).

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not in and of itself interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

C.3 Employee Testing: Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee.

**C.4 Sample Collection and Testing:** The collection and testing of urine and blood samples shall be performed at a city approved facility. In the event that collection and testing at a city approved facility is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

Employees have the right, upon making a request promptly after being informed of the request for a sample, to a reasonable opportunity for Union and/or legal representation to be present during the submission of the sample, provided that the Union or legal representative must be available at the testing facility within one-half (1/2) hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

In the event of a positive test result, a split sample shall be reserved. All samples must be stored in a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

**C.5 Drug Testing:** The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("SAMHSA") Mandatory Guidelines for Federal Workplace Drug Testing Programs ("SAMHSA Standards").

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

**C.6 Alcohol Testing:** A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by Concentra or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed herein, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

C.7 Laboratory Results: The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by the City's identified drug test provider once any Medical Review Physician has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. If the employee believes that the conclusions are in error, the employee may obtain an additional examination at the employee's own expense for consideration. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

C.8 Testing Program Costs: The City shall pay for all costs incurred for drug and alcohol testing required by the City hereunder, as well as the expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee's schedule to avoid an overtime obligation.

C.9 Duty Assignment After Treatment: If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes their rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to their drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

C.10 Right of Appeal: The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that they may grieve any other City action.

## **APPENDIX D** **PSYCHOLOGICAL EVALUATIONS**

Should a psychological evaluation be initiated by the Employer, any relevant medical history of the employee, which the examining professional conducting a psychological evaluation requests, shall be released by the employee only to the examining professional.

The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in the Medical Release attached hereto as Appendix D.1.

If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

The Employer will undertake to have the Employer's examining professional make themselves available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

## **APPENDIX E MANAGEMENT RIGHTS**

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The City reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management right, it is not intended that any other specific provisions of this Agreement providing a particular benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

**Specific and Exclusive Management Rights.** Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- (a) To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- (b) To suspend, demote, discharge, or take other disciplinary actions against members for just cause;
- (c) To determine the keeping of records;
- (d) To establish employment qualifications for new employee applications, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- (e) To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to, determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;
- (f) To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;
- (g) To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;
- (h) To establish reasonable work rules and to modify training;
- (i) To approve all employees' vacation and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

**Incidental Duties not Always Described.** It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours, and working conditions under RCW 41.56 during the term of this Agreement.

## POLICE LIEUTENANTS NEGOTIATIONS

### Summary of Negotiated Changes – Outcomes for Council Packet

**Tentative Agreement Reached:** November 6, 2025

**Contract Duration:** Three years (1/1/26 – 12/31/28)

Labor	Management
Eamon McCleery, Union Attorney (Lead Negotiator) Sabrina Chivington, Lieutenant Jesse Bollerud, Lieutenant Ryan George, Lieutenant Joseph Tingley, Lieutenant	Cathryn Laird, HR Director (Lead Negotiator) Kseniya Daly, Deputy HR Director Adrienne Steinert, HR Analyst Chief Lowe, Police Chief

Article	Proposal	Reason	Outcome
<b>Article 1 Non-Discrimination</b>	Non-discrimination language regarding gender identity and expression, and national origin.	To create consistency in reference to employees.	Language updates
<b>Article 4 Hours of Work, Overtime Exempt, Callback and Standby</b>	<ul style="list-style-type: none"> <li>Established 4/10 as the normal work week schedule.</li> <li>Eliminated Swing Shift Assignment and Annual Shift Change language.</li> </ul>	<ul style="list-style-type: none"> <li>Employees desire a permanent 4/10 schedule.</li> <li>Eliminated language no longer applies.</li> </ul>	The 4/10 schedule works well for the department and overall language clean-up.
<b>Article 7 Holidays</b>	<ul style="list-style-type: none"> <li>Due to 4/10 schedule change, holidays paid and floating holiday hours paid at 10 hours instead of 8 hours.</li> <li>Process clarification on floating holiday.</li> </ul>	<ul style="list-style-type: none"> <li>Update language to reflect the new normal 4/10 work schedule.</li> <li>Floating holiday clarification to reflect current practice.</li> </ul>	Language consistency and practice clarity.
<b>Article 8 Leaves</b>	<ul style="list-style-type: none"> <li>Sick leave cashout at 100% at time of death.</li> <li>Use of Bereavement Leave within six months of death (versus unlimited amount of time).</li> <li>Use of sick leave if more bereavement time is needed.</li> <li>Allow sick leave donation for Shared Leave and clarification the donation will not impact the employee's sick leave bonus.</li> </ul>	<ul style="list-style-type: none"> <li>Increase sick leave cashout for beneficiaries upon death.</li> <li>Parameter on when Bereavement Leave can be used.</li> <li>Sick leave donation is important to employees.</li> </ul>	Language clarity and positive gains for the employee.

Article	Proposal	Reason	Cost/Gain
<b>Article 10 Uniforms and Cleaning Allowance</b>	(New Language) Clothing allowance up to \$720/year (\$60/month) when required to wear professional attire while in a non-patrol assignment.	Monetary recognition for being required to dress in professional attire.	Consistent financial treatment between those required to wear a uniform and those required to dress professionally.
<b>Article 11 Benefits</b>	City agree to fund Retiree's Welfare Trust (RWT) in exchange for withdrawal of high-cost union proposals.	Use of RTW as leverage to get to agreement.	City fund RWT in exchange for 2.3% COLA, physical fitness incentive at a flat rate (versus %), and withdrawal of other high-cost union proposals or controversial language.
<b>Article 12 Grievance</b>	Updated language for option to use PERC arbitrators if going to arbitration.	Provides for greater flexibility how to select an arbitrator.	Language expansion.
<b>Article 16 Duration</b>	Agree to a new three-year contract.	Duration of CBA defined.	Three years is the standard duration.
<b>Appendix A Pay Rates</b>	<ul style="list-style-type: none"> <li>• 2026 COLA: Flat rate 2.3%</li> <li>• 2027 and 2028 COLA: CPI-W First Half with 2% minimum and 5% maximum</li> <li>• Availability Premium increase to 5% (from 4%).</li> <li>• Service Recognition Pay increase to percentage from flat rate: (Matches Police Officers) <ul style="list-style-type: none"> <li>○ 10 years = 4.5% (instead of \$250/month)</li> <li>○ 15 years = 6.5% (instead of \$350/month)</li> <li>○ 20 years = 8.5% (instead of \$450/month)</li> <li>○ 25 years = 10.5% (instead of \$550/month)</li> </ul> </li> <li>• Physical Fitness Incentive flat rate at \$2,000/year based upon meeting annual fitness standards.</li> <li>• Tuition Reimbursement Program – Follows the Personnel Manual.</li> </ul>		Identified financials to get to final agreement on this successor Collective Bargaining Agreement.
<b>Appendix B.2 Personnel Records  (New Language) Public Records Requests</b>	Adding in new RCW language on employee notification of records requests.	Provides notice to employees when their records are being requested through the public records process.	Transparency for union members.



**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING THE 2026 "LT" PAY PLAN  
FOR EMPLOYEES REPRESENTED BY THE TEAMSTERS  
LOCAL NO. 117 REPRESENTING POLICE  
LIEUTENANTS

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WHEREAS, Pay Plan "LT" was established and put into effect as agreed to through the collective bargaining process; and

WHEREAS, the salary ranges will now be adjusted in accordance with the negotiated agreement with the Teamsters local Union No.117 bargaining unit, representing Police Lieutenants.

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

Section 1.      Pay Plan Amended. (A) Effective January 1, 2026, Pay Plan "LT" covering all employees in the Teamsters Police Lieutenants bargaining unit is hereby amended and the salary ranges adjusted by 2.3 percent, above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3204. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by Pay Plan "LT" will be increased across the board by 2.3 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3204.

The 2026 Pay Plan "LT" is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF REDMOND

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

ATTEST/AUTHENTICATED:

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

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

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



**2026 PAY PLAN "LT" LIEUTENANTS**

Ordinance No.  
Police Lieutenants  
Effective January 1, 2026

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
LT01	E	Lieutenant	A	0-12m	\$15,687.82	\$188,253.81
			B	13-24m	\$16,236.79	\$194,841.48
			C	25-36m	\$16,790.03	\$201,480.34



## Memorandum

**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** AM No. 26-005  
**Type:** New Business

**TO:** Members of the City Council  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

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

Human Resources	Mary Grady	Senior HR Analyst
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**TITLE:**

Approval of 2026 Non-Represented Pay Plans

- a. Ordinance No. 3246: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "E" in Order to Set Salaries for the Executive Employees for the Year 2026; Providing for Severability and Establishing an Effective Date
- b. Ordinance No. 3247: An Ordinance of the City of Redmond, Washington, Amending Pay Plans "N" and "N-S," in Order to Set Salaries for the Non-Represented Employees for the Year 2026; Providing for Severability and Establishing an Effective Date
- c. Ordinance No. 3248: An Ordinance of the City of Redmond, Washington, Amending Pay Plan "G-S" in Order to Set Salaries for the General Supplemental Employees for the Year 2026; Providing for Severability and Establishing an Effective Date

**OVERVIEW STATEMENT:**

Due to the 2026 Cost of Living Adjustments (COLA), the following salaries and Pay Plans are being updated: Non-represented Executive ("E"); Non-represented Regular ("N") and Non-represented Supplemental ("N-S"); General Supplemental ("G-S"). New classifications of Assistant Chief Operating Officer, Paralegal, Financial Analyst - Principal, and Human Resources Generalist are being requested. In addition, select titles and salaries have been removed or changed due to market adjustment. Details of the changes are listed under the "Outcomes" section.

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

**REQUESTED ACTION:**

☐ **Receive Information**      ☐ **Provide Direction**      ☒ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
City Council is required to authorize salary and/or classification changes to Pay Plans, in accordance with the City of Redmond Personnel Manual Section 7.10.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

#### **OUTCOMES:**

Approval by City Council is being sought for the following Pay Plan changes:

Non-Represented. Changes to non-represented “E,” “N,” “N-S,” and “G-S” Pay Plans are provided a 2026 COLA increase. The increases are to ensure those salary ranges remain within market. Changes to the “E,” “N,” “N-S,” and “G-S” Pay Plans include a 2026 COLA increase of 3.8%.

The salary grades on Pay Plan “E” have been adjusted by market and the following titles have been updated and/or moved to new salary grades: City Attorney, Parks & Recreation Director, Deputy City Attorney, Deputy Fire Director, Deputy Public Works Director, and Deputy Chief Information Officer. Additionally, changes to the “E” Pay Plan include adding a new classification titled Assistant Chief Operating Officer. The new classification restores an executive manager to the Mayor’s Office that was reduced due to budget constraints prior to 2020. The new classification will fill some gaps in the Executive Office, including:

- Provide a clear line of succession for the Chief Operating Officer’s position.
- Provide management oversight to city departments and Executive Office Divisions. Since 2020, the Executive Office has grown by 14 FTEs to support new City programs such as, Environmental Sustainability, Grant Management, City Attorney, and Respect, Equity, Diversity and Inclusion (REDI) programs as well as Federal Lobbyist services. With the growth, the span of control for the two senior managers (COO and Deputy Director) has become too large.
- Provide strategic oversight and direction along with the Mayor and COO.

Changes to the “N” and “N-S” Pay Plans include adding new classifications titled Paralegal, Financial Analyst-Principal, and Human Resources Generalist. The new classifications are needed to provide added services, including:

- Principal Financial Analyst will focus on the City’s revenue streams and add higher-level financial analyst work to address the specialty focus.
- Human Resources (HR) Generalist is the same classification level as the HR Analyst, with the Generalist having an entry-level knowledge of HR that requires a broader focus verses the Analyst being more specialized in an HR function.
- The Paralegal classification N pay plan is a confidential legal position versus the Paralegal in RCHEA handles a broad variety of non-confidential paralegal support.

Additionally, the salary grades on Pay Plan “N” have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst - Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration). The following titles have been eliminated from Pay Plan

"N": Purchasing/Contracting Manager and Payroll Analyst.

**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:**

Finance included COLAs and salary adjustments in the 2025-2026 Budget documentation that was presented to Council. This means effective January 1, 2026, salary adjustments are budgeted for and can be provided to employees in the Pay Plans listed above. New classifications are being added to the pay plans to handle specific bodies of work related to that classification, but no new FTEs are being added to the budget. Existing staff may be reclassified up or down into these new classifications and that department's budget will be required to absorb the cost if the movement is up.

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

**Budget Offer Number:**

N/A

**Budget Priority:**

Strategic and Responsive

**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
11/18/2025	Business Meeting	Provide Direction

12/9/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
1/6/2026	Committee of the Whole - Planning and Public Works	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

Implementation of wage and salary range changes is targeted for January 1, 2026. Approval in 2025 will allow HR and Payroll staff time to complete the required communicating, processing, and implementing of the changes without the need for retroactive pay.

**ANTICIPATED RESULT IF NOT APPROVED:**

Delays to the January 1, 2026, COLA adjustment for the non-represented pay plans result in unfair treatment between union and non-union employees and will result in disgruntled employees and potential employment action taken against the City. Additionally, calculating retroactive pay to January 1, 2026, could result in payroll processing errors due to calculation complexities.

**ATTACHMENTS:**

Attachment A: Proposed Salary Ordinance for Executive Pay Plan  
Exhibit 1: 2026 Executive Pay Plan "E"

Attachment B: Proposed Salary Ordinance for Non-Represented and Non-Represented Supplemental Pay Plans  
Exhibit 1: 2026 Non-Represented Pay Plan "N"  
Exhibit 2: 2026 Non-Represented Supplemental Pay Plan "N-S"

Attachment C: Proposed Salary Ordinance for General Supplemental Pay Plan  
Exhibit 1: 2026 General Supplemental Pay Plan "G-S"

Attachment D: 2026 Pay Plan Updates - Summary of Changes

Attachment E: 2026 Executive Org Chart



NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "E" IN ORDER TO  
SET SALARIES FOR THE EXECUTIVE EMPLOYEES FOR  
THE YEAR 2026; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plan for executive employees.

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

Section 1.      Pay Plan Amended.      (A) Effective January 1, 2026, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3200. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by Pay Plan "E" will be increased across-the-board 3.8 percent up to the maximum salary of the employee's pay band.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classification is created and added to the Pay Plan "E": Assistant Chief Operating Officer.

C) Effective January 1, 2026, the salary grades on Pay Plan "E" have been adjusted by market and the following titles have been updated and/or moved to new salary grades: City Attorney, Parks & Recreation Director, Deputy City Attorney, Deputy Fire Director, Deputy Public Works Director, and Deputy Chief Information Officer.

Section 2.        Severability.    If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3.        Effective Date.    This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

CITY OF REDMOND

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

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
DANIEL P. KENNY, CITY ATTORNEY

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



**2026 Pay Plan "E" - Executive**

Ordinance No.  
Effective January 1, 2026

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
<b>EX35</b>			\$22,399.35	\$24,223.81	\$26,048.26	\$268,792.18	\$290,685.67	\$312,579.17
EX35	E	Chief Operating Officer						
<b>EX30</b>			\$16,706.35	\$19,741.85	\$22,777.35	\$200,476.21	\$236,902.22	\$273,328.24
EX30	E	<u>Assistant Chief Operating Officer (New)</u>						
EX30	E	<u>City Attorney (Moved from EX25)</u>						
EX30	E	Fire Chief						
EX30	E	Police Chief						
<b>EX25</b>			\$15,235.76	\$18,282.81	\$21,329.86	\$182,829.17	\$219,393.76	\$255,958.34
EX25	E	Public Works Director						
EX25	E	<u>Parks &amp; Recreation Director (Updated title and moved from EX20)</u>						
<del>EX25</del>	<del>E</del>	<del>City Attorney</del>						
<b>EX20</b>			\$15,164.12	\$17,904.79	\$20,645.47	\$181,969.45	\$214,857.54	\$247,745.63
EX20	E	Chief Information Officer						
EX20	E	Finance Director						
EX20	E	Human Resources Director						
<del>EX20</del>	<del>E</del>	<del>Parks Director</del>						
EX20	E	Planning & Community Development Director						
<b>EX15</b>			\$16,550.86	\$18,472.95	\$20,395.05	\$198,610.35	\$221,675.45	\$244,740.55
<del>EX15</del>	<del>E</del>	<del>Deputy City Attorney (Moved from EX05)</del>						
EX15	E	Deputy Fire Chief						
<del>EX15</del>	<del>E</del>	<del>Deputy Fire Director (Moved from EX05)</del>						
EX15	E	Deputy Police Chief						
<b>EX10</b>			\$14,000.98	\$16,368.52	\$18,736.07	\$168,011.72	\$196,422.30	\$224,832.88
EX10	E	<u>Deputy Public Works Director/City Engineer (Updated title and moved from EX05)</u>						
EX10	E	Deputy <u>Chief Information Officer</u> <del>Tech &amp; Information Services (TIS) Director (Update title)</del>						
<b>EX05</b>			\$13,489.16	\$15,863.88	\$18,238.61	\$161,869.87	\$190,366.61	\$218,863.34
EX05	E	Deputy Executive Department Director						
EX05	E	Deputy Finance Director						
<del>EX05</del>	<del>E</del>	<del>Deputy Fire Director</del>						
EX05	E	Deputy Human Resources Director						
EX05	E	Deputy Parks Director						
EX05	E	Deputy Planning & Community Dev (PCD) Director						
<del>EX05</del>	<del>E</del>	<del>Deputy City Attorney</del>						
<del>EX05</del>	<del>E</del>	<del>Deputy Public Works Director</del>						

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "N" AND "N-S,"  
IN ORDER TO SET SALARIES FOR THE NON-  
REPRESENTED EMPLOYEES FOR THE YEAR 2026;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN  
EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for non-represented employees.

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

Section 1.      Pay Plan "N" Amended. (A) Effective January 1, 2026, Pay Plan "N" covering Non-Represented employees is hereby amended and the salary ranges increased 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3201. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "N" pay plan will be increased across-the-board 3.8 percent.

The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classifications are created and added to the Pay Plan "N": Paralegal, Financial Analyst-Principal, and Human Resources Generalist.

C) Effective January 1, 2026, the salary grades on Pay Plan "N" have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst - Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration).

D) Effective January 1, 2026, the following titles have been eliminated from Pay Plan "N": Purchasing/Contracting Manager and Payroll Analyst.

Section 2.      Pay Plan "N-S" Amended.      (A) Effective January 1, 2026, the salary ranges in Pay Plan "N-S", the Non-Represented Supplemental Pay Plan, are also adjusted to increase the salary ranges 3.8 percent, to within eighty percent (80%) and one-hundred ten percent (110%) of the salary range minimum for the comparable classifications in Pay Plan "N," above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3201. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by "N-S" pay plan will be increased

across-the-board 3.8 percent. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

(B) Effective January 1, 2026, the following classifications are created and added to the Pay Plan "N-S": Paralegal, Financial Analyst-Principal, and Human Resources Generalist.

C) Effective January 1, 2026, the salary grades on Pay Plan "N-S" have been adjusted by market and the following titles have been moved to new salary grades: City Engineer, Information Services Manager, Security Compliance Manager, Planning Manager, Public Works Maintenance Manager, Utilities Manager, Public Safety Communications Manager, Police Support Services Manager, DEI Program Advisor, Human Resources Analyst - Senior, Real Property Manager, Police Crime Analyst (Limited Duration), and Police Program Coordinator (Limited Duration).

D) Effective January 1, 2026, the following titles have been eliminated from Pay Plan "N-S": Purchasing/Contracting Manager and Payroll Analyst.

Section 3.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF REDMOND

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

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK      (SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
DANIEL P. KENNY, CITY ATTORNEY

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



**2026 Pay Plan "N" - Non-Represented Employees**
**Ordinance**
**Effective January 1, 2026**
**By Salary Band**

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
<b>N60</b>			\$14,562.10	\$16,601.77	\$18,641.44	\$174,745.22	\$199,221.26	\$223,697.30
N60	E	Police Captain						
<b>N58</b>			\$13,073.70	\$15,361.62	\$17,649.55	\$156,884.36	\$184,339.46	\$211,794.56
N58	E	<u>City Engineer (Moved from N55)</u>						
N58	E	<u>Information Services Manager (Moved from N55)</u>						
N58	E	<u>Security Compliance Manager (Moved from N55)</u>						
<b>N55</b>			\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N55	E	Chief Policy Advisor						
N55	E	City Engineer						
N55	E	Engineering Manager						
N55	E	Information Services Manager						
N55	E	Police Support Civilian Commander						
N55	E	Project Management Office Manager						
N55	E	Security Compliance Manager						
N55	E	Supervising Attorney						
<b>N53</b>			\$11,716.77	\$13,767.21	\$15,817.65	\$140,601.25	\$165,206.52	\$189,811.79
N53	E	<u>Planning Manager (Moved from N50)</u>						
N53	E	<u>Public Works Maintenance Manager (Moved from N50)</u>						
N53	E	<u>Utilities Manager (Moved from N50)</u>						
<b>N50</b>			\$11,135.66	\$13,085.03	\$15,034.39	\$133,627.97	\$157,020.34	\$180,412.70
N50	E	Construction Manager						
N50	E	Engineering Supervisor						
N50	E	Finance Manager						
N50	E	Parks Manager						
N50	E	Planning Manager						
N50	E	Public Works Maintenance Manager						
N50	E	Utilities Manager						
<b>N45</b>			\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N45	E	City Clerk						
N45	E	Executive Department Manager						
N45	E	Emergency Preparedness Manager						
N45	E	Human Resources Manager						
N45	E	Information Services Supervisor						
N45	E	<u>Public Safety Communications Manager (Moved from N40)</u>						
N45	E	<u>Purchasing/Contracting Manager (Eliminate classification)</u>						
N45	E	Utilities Supervisor						
<b>N43</b>			\$9,968.17	\$11,712.62	\$13,457.06	\$119,618.08	\$140,551.43	\$161,484.77
N43	E	<u>Police Support Services Manager (Moved from N40)</u>						
<b>N40</b>			\$9,619.15	\$11,302.78	\$12,986.42	\$115,429.75	\$135,633.38	\$155,837.02
N40	E	Public Safety Communications Manager						
N40	E	<u>Financial Analyst - Principal (NEW)</u>						
N40	E	Deputy Prosecuting Attorney						
N40	E	Police Support Services Manager						
N40	E	Community Health Manager						

**2026 Pay Plan "N" - Non-Represented Employees**

Ordinance  
 Effective January 1, 2026

**By Salary Band**

			Monthly			Annual		
Grade	FLSA	Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N35			\$9,242.53	\$10,859.99	\$12,477.45	\$110,910.30	\$130,319.86	\$149,729.42
N35	E	Executive Department Supervisor						
N35	E	Development Services Supervisor						
N35	E	Diversity-Equity Inclusion Program Advisor						
N35	E	Financial Analyst - Senior						
N35	E	Inspection Supervisor						
N35	E	Maintenance and Operations Supervisor						
N35	E	Management Analyst - Senior						
N35	E	Program Manager						
N35	E	Real Property Manager						
N33			\$8,684.17	\$10,203.93	\$11,723.69	\$104,210.01	\$122,447.15	\$140,684.29
N33	E	DEI Program Advisor (Moved down from N35)						
N33	E	Human Resources Analyst - Senior (Moved from N30)						
N33	E	Real Property Manager (Moved down from N35)						
N30			\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N30	E	Administrative Supervisor						
N30	E	Behavioral Health Professional						
N30	E	Finance Supervisor						
N30	E	Human Resources Analyst - Senior						
N30	E	Grant Supervisor						
N30	E	Police Support Services Supervisor						
N30	E	Parks Supervisor						
N25			\$7,787.08	\$9,149.45	\$10,511.83	\$93,444.91	\$109,793.41	\$126,141.91
N25	NE	Human Resources Analyst						
N25	NE	Human Resources Generalist (NEW)						
N25	NE	Risk Program Coordinator						
N20			\$7,556.38	\$8,878.71	\$10,201.03	\$90,676.57	\$106,544.47	\$122,412.38
N20	E	Executive Analyst						
N20	E	Financial Analyst						
N18			\$7,145.68	\$8,396.21	\$9,646.74	\$85,748.14	\$100,754.51	\$115,760.87
N18	NE	Police Crime Analyst (Limited Duration) (Moved from N15)						
N18	NE	Police Program Coordinator (Limited Duration) (Moved from N15)						
N15			\$6,957.71	\$8,175.29	\$9,392.86	\$83,492.57	\$98,103.46	\$112,714.34
N15	NE	Department Administrative Coordinator						
N15	NE	Paralegal (NEW)						
N15	NE	Police Crime Analyst (Limited Duration)						
N15	NE	Police Program Coordinator (Limited Duration)						
N10			\$6,301.70	\$7,404.05	\$8,506.41	\$75,620.38	\$88,848.65	\$102,076.92
N10	NE	Accounting Associate - Senior						
N10	NE	Administrative Specialist						
N10	NE	Payroll Analyst (Eliminate classification)						
N05			\$5,896.53	\$6,928.43	\$7,960.34	\$70,758.38	\$83,141.21	\$95,524.03
N05	NE	Administrative Assistant						

**2026 Pay Plan "N" - Non-Represented Employees**

Ordinance  
 Effective January 1, 2026

**By Classification**

Grade	FLSA	Classification	Monthly			Annual		
			Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
N10	NE	Accounting Associate - Senior	\$6,301.70	\$7,404.05	\$8,506.41	\$75,620.38	\$88,848.65	\$102,076.92
N05	NE	Administrative Assistant	\$5,896.53	\$6,928.43	\$7,960.34	\$70,758.38	\$83,141.21	\$95,524.03
N10	NE	Administrative Specialist	\$6,301.70	\$7,404.05	\$8,506.41	\$75,620.38	\$88,848.65	\$102,076.92
N30	E	Behavioral Health Professional	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N30	E	Administrative Supervisor	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N55	E	Chief Policy Advisor	\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N45	E	City Clerk	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N58	E	City Engineer	\$13,073.70	\$15,361.62	\$17,649.55	\$156,884.36	\$184,339.46	\$211,794.56
N40	E	Community Health Manager	\$9,619.15	\$11,302.78	\$12,986.42	\$115,429.75	\$135,633.38	\$155,837.02
N50	E	Construction Manager	\$11,135.66	\$13,085.03	\$15,034.39	\$133,627.97	\$157,020.34	\$180,412.70
N15	NE	Department Administrative Coordinator	\$6,957.71	\$8,175.29	\$9,392.86	\$83,492.57	\$98,103.46	\$112,714.34
N40	E	Deputy Prosecuting Attorney	\$9,619.15	\$11,302.78	\$12,986.42	\$115,429.75	\$135,633.38	\$155,837.02
N35	E	Development Services Supervisor	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N33	E	Diversity Equity Inclusion Program Advisor	\$8,684.17	\$10,203.93	\$11,723.69	\$104,210.01	\$122,447.15	\$140,684.29
N45	E	Emergency Preparedness Manager	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N55	E	Engineering Manager	\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N50	E	Engineering Supervisor	\$11,135.66	\$13,085.03	\$15,034.39	\$133,627.97	\$157,020.34	\$180,412.70
N20	E	Executive Analyst	\$7,398.86	\$8,694.29	\$9,989.71	\$88,786.37	\$104,331.46	\$119,876.54
N45	E	Executive Department Manager	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N35	E	Executive Department Supervisor	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N50	E	Finance Manager	\$11,135.66	\$13,085.03	\$15,034.39	\$133,627.97	\$157,020.34	\$180,412.70
N30	E	Finance Supervisor	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N20	E	Financial Analyst	\$7,398.86	\$8,694.29	\$9,989.71	\$88,786.37	\$104,331.46	\$119,876.54
N35	E	Financial Analyst - Senior	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N40	E	Financial Analyst - Principal (NEW)	\$9,619.15	\$11,302.78	\$12,986.42	\$115,429.75	\$135,633.38	\$155,837.02
N30	E	Grant Supervisor	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N25	NE	Human Resources Analyst	\$7,787.08	\$9,149.45	\$10,511.83	\$93,444.91	\$109,793.41	\$126,141.91
N25	NE	Human Resources Generalist	\$7,787.08	\$9,149.45	\$10,511.83	\$93,444.91	\$109,793.41	\$126,141.91
N33	E	Human Resources Analyst - Senior	\$8,684.17	\$10,203.93	\$11,723.69	\$104,210.01	\$122,447.15	\$140,684.29
N45	E	Human Resources Manager	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N58	E	Information Services Manager	\$13,073.70	\$15,361.62	\$17,649.55	\$156,884.36	\$184,339.46	\$211,794.56
N45	E	Information Services Supervisor	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N35	E	Inspection Supervisor	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N35	E	Maintenance and Operations Supervisor	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N35	E	Management Analyst - Senior	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N15	NE	Paralegal (NEW)	\$6,957.71	\$8,175.29	\$9,392.86	\$83,492.57	\$98,103.46	\$112,714.34
N50	E	Parks Manager	\$11,135.66	\$13,085.03	\$15,034.39	\$133,627.97	\$157,020.34	\$180,412.70
N30	E	Parks Supervisor	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N40	NE	Payroll Analyst	\$6,301.70	\$7,404.05	\$8,506.41	\$75,620.38	\$88,848.65	\$102,076.92
N53	E	Planning Manager	\$11,716.77	\$13,767.21	\$15,817.65	\$140,601.25	\$165,206.52	\$189,811.79
N60	E	Police Captain	\$14,562.10	\$16,601.77	\$18,641.44	\$174,745.22	\$199,221.26	\$223,697.30
N18	NE	Police Crime Analyst (Limited Duration)	\$7,145.68	\$8,396.21	\$9,646.74	\$85,748.14	\$100,754.51	\$115,760.87
N18	NE	Police Program Coordinator (Limited Duration)	\$7,145.68	\$8,396.21	\$9,646.74	\$85,748.14	\$100,754.51	\$115,760.87
N55	E	Police Support Civilian Commander	\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N43	E	Police Support Services Manager	\$9,968.17	\$11,712.62	\$13,457.06	\$119,618.08	\$140,551.43	\$161,484.77
N30	E	Police Support Services Supervisor	\$8,534.44	\$10,027.60	\$11,520.76	\$102,413.23	\$120,331.19	\$138,249.14
N35	E	Program Manager	\$9,101.18	\$10,694.00	\$12,286.81	\$109,214.21	\$128,327.94	\$147,441.67
N55	E	Project Management Office Manager	\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N45	E	Public Safety Communications Manager	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N53	E	Public Works Maintenance Manager	\$11,716.77	\$13,767.21	\$15,817.65	\$140,601.25	\$165,206.52	\$189,811.79
N45	E	Purchasing/Contracting Manager	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42
N33	E	Real Property Manager	\$8,684.17	\$10,203.93	\$11,723.69	\$104,210.01	\$122,447.15	\$140,684.29
N25	NE	Risk Program Coordinator	\$7,787.08	\$9,149.45	\$10,511.83	\$93,444.91	\$109,793.41	\$126,141.91
N58	E	Security Compliance Manager	\$13,073.70	\$15,361.62	\$17,649.55	\$156,884.36	\$184,339.46	\$211,794.56
N55	E	Supervising Attorney	\$12,530.74	\$14,722.99	\$16,915.25	\$150,368.83	\$176,675.90	\$202,982.98
N53	E	Utilities Manager	\$11,716.77	\$13,767.21	\$15,817.65	\$140,601.25	\$165,206.52	\$189,811.79
N45	E	Utilities Supervisor	\$10,555.42	\$12,403.06	\$14,250.70	\$126,665.06	\$148,836.74	\$171,008.42

**2026 Pay Plan "N-S" - Non-Represented Supplemental Employees**

**Ordinance No.**  
**Effective January 1, 2026**

**By Salary Band**

Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum
<b>SNR60</b>			\$67.21	\$79.81	\$92.41
		NE* Police Captain			
<b>SNR58</b>			\$60.34	\$71.65	\$82.97
		NE* City Engineer			
		NE* Information Services Manager			
		NE* Security Compliance Manager			
<b>SNR55</b>			\$57.83	\$68.68	\$79.52
		NE* Chief Policy Advisor			
		<del>NE* City Engineer</del>			
		NE* Engineering Manager			
		<del>NE* Information Services Manager</del>			
		NE* Police Support Civilian Commander			
		NE* Project Management Office Manager			
		<del>NE* Security Compliance Manager</del>			
		NE* Supervising Attorney			
<b>SNR53</b>			\$54.08	\$64.22	\$74.36
		NE* <u>Planning Manager</u>			
		NE* <u>Public Works Maintenance Manager</u>			
		NE* <u>Utilities Manager</u>			
<b>SNR50</b>			\$51.40	\$61.03	\$70.67
		NE* Construction Manager			
		NE* Engineering Supervisor			
		NE* Finance Manager			
		NE* Parks Manager			
		<del>NE* Planning Manager</del>			
		<del>NE* Public Works Maintenance Manager</del>			
		<del>NE* Utilities Manager</del>			
<b>SNR45</b>			\$48.72	\$57.85	\$66.99
		NE* City Clerk			
		NE* Executive Department Manager			
		NE* Emergency Preparedness Manager			
		NE* Human Resources Manager			
		NE* Information Services Supervisor			

2026 Pay Plan "N-S" - Non-Represented Supplemental Employees

**Ordinance No.**  
**Effective January 1, 2026**

NE\* Public Safety Communications Manager  
~~NE\* Purchasing/Contracting Manager~~  
NE\* Utilities Supervisor

<b>SNR43</b>	\$46.01	\$54.63	\$63.26
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NE\* Police Support Services Manager

<b>SNR40</b>	\$44.40	\$52.72	\$61.04
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~~NE\* Public Safety Communications Manager~~  
NE\* Deputy Prosecuting Attorney  
NE\* Financial Analyst - Principal (NEW)  
NE\* Police Support Services Manager  
NE\* Community Health Manager

<b>SNR35</b>	\$42.66	\$50.66	\$58.65
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NE\* Executive Department Supervisor  
NE\* Development Services Supervisor  
~~NE\* Diversity Equity Inclusion Program Advisor~~  
NE\* Financial Analyst - Senior  
NE\* Inspection Supervisor  
NE\* Maintenance and Operations Supervisor  
NE\* Management Analyst - Senior  
NE\* Program Manager  
~~NE\* Real Property Manager~~

**2026 Pay Plan "N-S" - Non-Represented Supplemental Employees**

**Ordinance No.**  
**Effective January 1, 2026**

**By Salary Band**

Grade	FLSA	Classification	Hourly		
			Minimum	Midpoint	Maximum
<b><u>SNR33</u></b>			\$40.08	\$47.60	\$55.11
		<u>NE* DEI Program Advisor</u>			
		<u>NE* Human Resources Analyst - Senior</u>			
		<u>NE* Real Property Manager</u>			
<b>SNR30</b>			\$39.39	\$46.78	\$54.16
		NE* Administrative Supervisor			
		NE* Behavioral Health Professional			
		NE* Finance Supervisor			
		<del>NE* Human Resources Analyst - Senior</del>			
		NE* Grant Supervisor			
		NE* Police Support Services Supervisor			
		NE* Parks Supervisor			
<b>SNR25</b>			\$35.94	\$42.68	\$49.42
		NE Human Resources Analyst			
		NE Human Resources Generalist			
		NE Risk Program Coordinator			
<b>SNR20</b>			\$34.88	\$41.41	\$47.95
		NE* Executive Analyst			
		NE* Financial Analyst			
<b><u>SNR18</u></b>			\$32.98	\$39.16	\$45.35
		<u>NE Police Crime Analyst (Limited Duration)</u>			
		<u>NE Police Program Coordinator (Limited Duration)</u>			
<b>SNR15</b>			\$32.11	\$38.13	\$44.15
		NE Department Administrative Coordinator			
		<u>NE Paralegal (NR)</u>			
		<del>NE Police Crime Analyst (Limited Duration)</del>			
		<del>NE Police Program Coordinator</del>			
<b>SNR10</b>			\$29.08	\$34.54	\$39.99
		NE Accounting Associate - Senior			
		NE Administrative Specialist			
		NE Payroll Analyst			

**2026 Pay Plan "N-S" - Non-Represented Supplemental Employees**

**Ordinance No.**  
**Effective January 1, 2026**

<b>SNR05</b>	<b>\$27.21</b>	<b>\$32.32</b>	<b>\$37.42</b>
NE Administrative Assistant			

**2026 Pay Plan "N-S" - Non-Represented Supplemental Employees**

**Ordinance No.**  
**Effective January 1, 2026**

## By Classification

Grade	FLSA	Classification	Monthly		
			Minimum	Midpoint	Maximum
SNR10	NE	Accounting Associate - Senior	\$29.08	\$34.54	\$39.99
SNR05	NE	Administrative Assistant	\$26.86	\$31.90	\$36.94
SNR10	NE	Administrative Specialist	\$29.08	\$34.54	\$39.99
SNR30	NE*	Administrative Supervisor	\$39.39	\$46.78	\$54.16
SNR30	NE*	Behavioral Health Professional	\$39.39	\$46.78	\$54.16
SNR55	NE*	Chief Policy Advisor	\$57.83	\$68.68	\$79.52
SNR45	NE*	City Clerk	\$48.72	\$57.85	\$66.99
<u>SNR58</u>	<u>NE*</u>	<u>City Engineer</u>	\$60.34	\$71.65	\$82.97
SNR40	NE*	Community Health Manager	\$44.40	\$52.72	\$61.04
SNR50	NE*	Construction Manager	\$51.40	\$61.03	\$70.67
SNR15	NE	Department Administrative Coordinator	\$32.11	\$38.13	\$44.15
SNR40	NE*	Deputy Prosecuting Attorney	\$44.40	\$52.72	\$61.04
SNR35	NE*	Development Services Supervisor	\$42.01	\$49.88	\$57.76
<u>SNR33</u>	<u>NE*</u>	<u>Diversity Equity Inclusion Program Advisor</u>	\$40.08	\$47.60	\$55.11
SNR45	NE*	Emergency Preparedness Manager	\$48.72	\$57.85	\$66.99
SNR55	NE*	Engineering Manager	\$57.83	\$68.68	\$79.52
SNR50	NE*	Engineering- Supervisor	\$51.40	\$61.03	\$70.67
SNR20	NE*	Executive Analyst	\$34.15	\$40.55	\$46.95
SNR45	NE*	Executive Department Manager	\$48.72	\$57.85	\$66.99
SNR35	NE*	Executive Department Supervisor	\$42.01	\$49.88	\$57.76
SNR50	NE*	Finance Manager	\$51.40	\$61.03	\$70.67
SNR30	NE*	Finance Supervisor	\$39.39	\$46.78	\$54.16
SNR20	NE*	Financial Analyst	\$34.15	\$40.55	\$46.95
SNR35	NE*	Financial Analyst - Senior	\$42.01	\$49.88	\$57.76
<u>SNR40</u>	<u>NE*</u>	<u>Financial Analyst - Principal (NEW)</u>	\$44.40	\$52.72	\$61.04
SNR30	NE*	Grant Supervisor	\$39.39	\$46.78	\$54.16
SNR25	NE	Human Resources Analyst	\$35.94	\$42.68	\$49.42
<u>SNR25</u>	<u>NE</u>	<u>Human Resources Generalist</u>	\$35.94	\$42.68	\$49.42
<u>SNR33</u>	<u>NE*</u>	<u>Human Resources Analyst - Senior</u>	\$40.08	\$47.60	\$55.11
SNR45	NE*	Human Resources Manager	\$48.72	\$57.85	\$66.99
<u>SNR58</u>	<u>NE*</u>	<u>Information Services Manager</u>	\$60.34	\$71.65	\$82.97
SNR45	NE*	Information Services Supervisor	\$48.72	\$57.85	\$66.99
SNR35	NE*	Inspection Supervisor	\$42.01	\$49.88	\$57.76
SNR35	NE*	Maintenance and Operations Supervisor	\$42.01	\$49.88	\$57.76
SNR35	NE*	Management Analyst - Senior	\$42.01	\$49.88	\$57.76
<u>SNR15</u>	<u>NE*</u>	<u>Paralegal (NR)</u>	\$32.11	\$38.13	\$44.15
SNR50	NE*	Parks Manager	\$51.40	\$61.03	\$70.67
SNR30	NE*	Parks Supervisor	\$39.39	\$46.78	\$54.16
SNR10	NE	Payroll Analyst	\$29.08	\$34.54	\$39.99



**2026 Pay Plan "N-S" - Non-Represented Supplemental Employees**
**Ordinance No.  
 Effective January 1, 2026**

<u>SNR53</u>	<u>NE*</u>	<u>Planning Manager</u>	\$54.08	\$64.22	\$74.36
SNR60	NE*	Police Captain	\$67.21	\$79.81	\$92.41
<u>SNR18</u>	<u>NE</u>	<u>Police Crime Analyst (Limited Duration)</u>	\$32.98	\$39.16	\$45.35
<u>SNR18</u>	<u>NE</u>	<u>Police Program Coordinator</u>	\$32.98	\$39.16	\$45.35
SNR55	NE*	Police Support Civilian Commander	\$57.83	\$68.68	\$79.52
<u>SNR43</u>	<u>NE*</u>	<u>Police Support Services Manager</u>	\$46.01	\$54.63	\$63.26
SNR30	NE*	Police Support Services Supervisor	\$39.39	\$46.78	\$54.16
SNR35	NE*	Program Manager	\$42.01	\$49.88	\$57.76
SNR55	NE*	Project Management Office Manager	\$57.83	\$68.68	\$79.52
<u>SNR45</u>	<u>NE*</u>	<u>Public Safety Communications Manager</u>	\$48.72	\$57.85	\$66.99
<u>SNR53</u>	<u>NE*</u>	<u>Public Works Maintenance Manager</u>	\$54.08	\$64.22	\$74.36
<u>SNR45</u>	<u>NE*</u>	<u>Purchasing/Contracting Manager</u>	\$48.72	\$57.85	\$66.99
<u>SNR33</u>	<u>NE*</u>	<u>Real Property Manager</u>	\$40.08	\$47.60	\$55.11
SNR25	NE	Risk Program Coordinator	\$35.94	\$42.68	\$49.42
<u>SNR58</u>	<u>NE*</u>	<u>Security Compliance Manager</u>	\$60.34	\$71.65	\$82.97
SNR55	NE*	Supervising Attorney	\$57.83	\$68.68	\$79.52
<u>SNR53</u>	<u>NE*</u>	<u>Utilities Manager</u>	\$54.08	\$64.22	\$74.36
SNR45	NE*	Utilities Supervisor	\$48.72	\$57.85	\$66.99

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLAN "G-S" IN ORDER  
TO SET SALARIES FOR THE GENERAL SUPPLEMENTAL  
EMPLOYEES FOR THE YEAR 2026; PROVIDING FOR  
SEVERABILITY AND ESTABLISHING AN EFFECTIVE  
DATE

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WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the pay plans for general supplemental employees.

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

Section 1.      Pay Plan "G-S" Amended.      Effective January 1, 2026, Pay Plan "G-S" covering general supplemental employees is hereby amended and the salary ranges adjusted 3.8 percent above the ranges in effect on December 31, 2025, as adopted by Ordinance No. 3202. In conjunction with the adjustment of the salary ranges, the salaries of all employees covered by the "G-S" pay plans will be increased across-the-board 3.8 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.        Severability.     If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3.        Effective Date.    This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

CITY OF REDMOND

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

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
REBECCA MUELLER, CITY ATTORNEY

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



**2026 Pay Plan "G-S" - General Supplemental**

Ordinance No.

Effective January 1, 2026

Hourly

Grade	FLSA	Position Title	Minimum	Midpoint	Maximum
S23	NE	Farm Animal Caretaker	\$18.76	\$21.44	\$24.12
S24	NE	Recreation Aide	\$18.76	\$21.44	\$24.12
S25	NE	Nutrition Assistant	\$18.76	\$22.11	\$25.46
S26	NE	Beachfront Lifeguard	\$20.10	\$24.12	\$28.14
S27	NE	Recreation Instructor	\$20.10	\$33.50	\$46.90
S28	NE	Fitness Instructor	\$20.10	\$33.50	\$46.90
S29	NE	Recreation Leader	\$20.10	\$24.12	\$28.14
S30	NE	Guest Services Representative	\$20.10	\$24.12	\$28.14
S31	NE	Equestrian Instructor	\$21.43	\$26.80	\$32.16
S32	NE	Audio Visual Media Specialist	\$21.43	\$26.80	\$32.16
S33	NE	Beachfront Assistant Manager	\$22.77	\$26.80	\$30.82
S34	NE	Beachfront Manager	\$24.12	\$28.14	\$32.16
S35	NE	Recreation Specialist	\$24.12	\$34.84	\$45.56
S37	NE	Intern, High School	\$18.04	\$21.08	\$24.12
S38	NE	Intern, College	\$20.10	\$25.12	\$30.15
S39	NE	Intern, Graduate Program	\$25.14	\$32.67	\$40.20

## 2026 PAY PLAN UPDATES – **COUNCIL APPROVAL REQUIRED**

Effective 1-1-26

Consumer Price Index – Workers (CPI-W) 2025 First Half = 2.3% (“The CPI measures inflation as experienced by consumers in their day-to-day living expenses” U.S. Bureau of Labor Statistics)

**November 18** – HR Director report to council on the 2026 pay plan updates

**December 2** – Seeking Council Consent to approve all the 2026 pay plan updates with the exception of the “N,” “N-S,” “G-S,” and “E” pay plans

December 9 – HR Director report to Council on the 2026 pay plans

January 6 – Seek Council Consent on the “N,” “N-S,” “G-S,” and “E” pay plans

### EO = Elected Officials (Council Members and Mayor)

2026 COLA	Based on...	Comments	HR Director Recommendation
2.3%	CPI-W 2025 First half	<p><u>Council</u>: Salary Commission authorized Council to receive COLA based on CPI-W First Half 2025 (Ordinance 3166).</p> <p><u>Mayor</u>: The City Council authorized the Mayor’s salary to receive COLA based on CPI-W First Half 2025 (Ordinance 3173)</p>	Approve both COLA adjustments to the EO Pay Plan.

### E = Executive Employees (Directors and Deputy Directors)

2026 COLA	Based on...	Comments	HR Director Recommendation
3.8%	N (Non-Reps) pay plan COLA	<p><b>COLA Explanation.</b> The COLA for non-represented employees has traditionally followed RCHEA COLA with the understanding the non-represented employees primarily manage RCHEA employees. This extends out to deputy directors and directors who manage those classifications and by following the same COLA retain appropriate pay differential between the different levels of classifications.</p> <p><u>Please Note:</u> HR is seeking your approval to update the Personnel Manual to have non-represented pay plans follow the CPI-W First Half, with the intent to conduct an annual market analysis and adjust pay ranges that are under market. The annual market</p>	<p>Approve the COLA adjustment to the E Pay Plan.</p> <p>Approve the movement of the classifications within the pay bands.</p> <p>Approve the new classification and other title changes</p>

		<p>analysis will ensure appropriate differential between management and union staff exists.</p> <p><b>2025 Market Analysis.</b> An external consultant, CabotDow Associates, was retained to review the pay ranges for each classification within E pay plan. 12 cities were surveyed within Washington, Oregon, California, and Arizona. All 12 cities had similar population, total annual budget, and number of FTEs as Redmond. Regional Price Parity was assigned to each jurisdiction which adjusts for cost-of-living differences in different geographical areas. Each classification was then assessed based upon the 60<sup>th</sup> percentile of the market data and ranges were adjusted accordingly. In the 2026 “E” pay plan, the movement of the classifications based on the market adjustments are identified in redline.</p> <p><b>Assistant Chief Operating Officer.</b> This is a new classification that is being added to the pay plan. Over the past several years, new divisions have been added to the Executive Department, including Environment Sustainability, REDI, Grant Management, and City Attorney along with Federal Lobbyist duties. The Department has grown by 14 FTEs since 2020 to accommodate the new programs. With oversight of all Departments and the growth outlined above, the span of control for the two senior executives (COO and Deputy Director) is unwieldy. Before 2020, the Executive Office had two Chief Executives which was reduced due to budget constraints. Creating the Assistant Chief Operating Officer will restore an executive position in the Mayor’s Office, reduce the span of control, allow for succession planning for the COO position and will, along with the Mayor and COO, provide strategic oversight and direction within the Executive Department.</p>	as indicated within the pay bands.
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**N = Non-Represented Employees (Managers, Supervisors, and confidential classifications)**

**N-S = Non-Represented Supplemental Employees**

2026 COLA	Based on...	Comments	HR Director Recommendation
3.8%	RCHEA negotiated flat rate COLA	<p><b>COLA Explanation.</b> As explained above within the E Pay Plan comments, the COLA for non-represented employees has traditionally followed RCHEA COLA with the understanding the non-represented employees primarily manage RCHEA employees. Again, HR is seeking your approval to update the Personnel Manual to have non-represented pay plans follow the CPI-W First Half, with the intent to conduct an annual market analysis and adjust pay ranges that are under market. The annual market analysis will ensure appropriate differential between management and union staff.</p> <p><b>2025 Market Analysis.</b> HR compensation staff conducted an external market analysis of all N pay plan classifications. The previous market analysis was conducted in 2022. Each classification was assessed based upon the 60<sup>th</sup> percentile of the market data and where similar classifications were placed internally, and then the pay ranges were adjusted up and down accordingly. In the 2026 “N” pay plan, the movement of the classifications based on these adjustments are identified in redline.</p> <p><b>New Pay Bands Established.</b> Based on the market data, several new pay bands were created. This is an appropriate and expected outcome to ensure classifications are appropriately placed in a pay band instead of being placed in too high or too low of a pay band.</p> <p><b>New Classifications.</b> Principal Financial Analyst, Human Resources (HR) Generalist, and Paralegal classifications are being added to the pay plans. The Principal Financial Analyst provides for higher-level financial analyst work to address a specialty focus. The HR Generalist is the same classification level as the HR Analyst, with the Generalist having an entry-level knowledge of HR that requires a broader focus verses the Analyst being more specialized in an HR function. The Paralegal in the</p>	<p>Approve the COLA adjustment to the N and N-S Pay Plans.</p> <p>Approve the movement of the classifications within the pay bands. Approve the new and deleted classifications within the pay bands.</p> <p><u>Note:</u> The N-S pay plan follows the changes of the N pay plan.</p>



		<p>N pay plan is a confidential legal position versus the Paralegal in RCHEA handles a broad variety of non-confidential paralegal support.</p> <p><b>Classifications Eliminated.</b> The Purchasing/ Contracting Manager and Payroll Analyst are being removed from the pay plans. Both classifications are no longer necessary and should be eliminated.</p>	
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**G-S = General Supplemental Employees (Council Members and Mayor)**

2026 COLA	Based on...	Comments	HR Director Recommendation
3.8%	Non-Reps COLA	Only COLA increase to each classification. No other changes.	Approve COLA adjustment to the G-S Pay Plan.

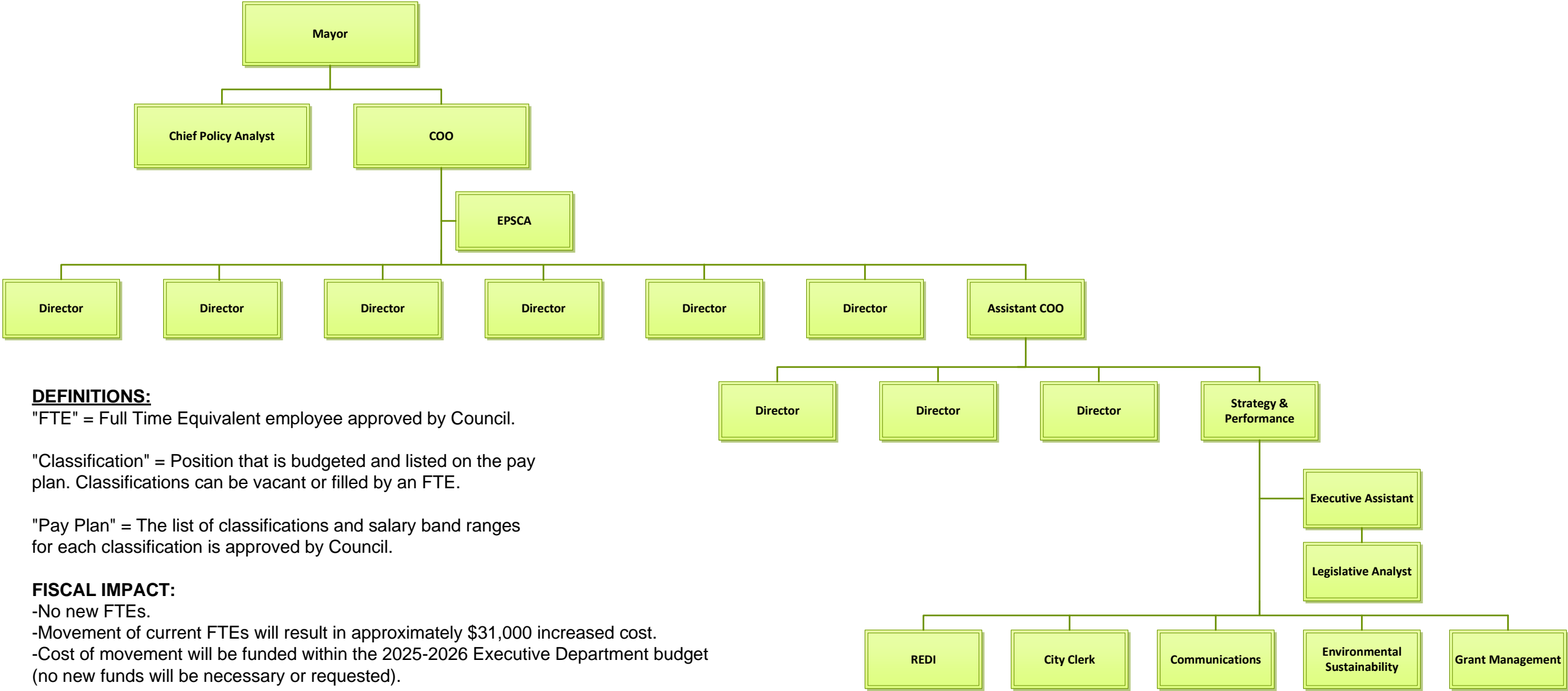
**A = AFSCME (Maintenance Operations Center (MOC) Public Works and Parks Operations Employees)**  
**AF-S = AFSCME Supplemental Employees**

2026 COLA	Based on...	Comments	HR Director Recommendation
2.3%	CPI-W 2025 First half	In accordance with AFSCME's CBA, the negotiated COLA for 2026 is to be based upon CPI-W 2025 first half, which is 2.3%. There are no other changes to either pay plan.	Approve the COLA adjustment to the A and AF-S Pay Plans.

**P = Police Uniformed (Police Officer, Corporal, Sergeant)**

2026 COLA	Based on...	Comments	HR Director Recommendation
2.3%	CPI-W 2025 First half	In accordance with Police Uniformed CBA, the negotiated COLA for 2026 is to be based upon CPI-W 2025 first half, which is 2.3%. There are no other changes to the pay plan.	Approve the COLA adjustment to the P Pay Plan.

**EXECUTIVE DEPARTMENT**  
AS OF 1/1/2026



**DEFINITIONS:**

"FTE" = Full Time Equivalent employee approved by Council.

"Classification" = Position that is budgeted and listed on the pay plan. Classifications can be vacant or filled by an FTE.

"Pay Plan" = The list of classifications and salary band ranges for each classification is approved by Council.

**FISCAL IMPACT:**

- No new FTEs.
- Movement of current FTEs will result in approximately \$31,000 increased cost.
- Cost of movement will be funded within the 2025-2026 Executive Department budget (no new funds will be necessary or requested).



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** SPC 25-107  
**Type:** Executive Session

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To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase [RCW 42.30.110(1)(b)] - 15 minutes



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/6/2026  
**Meeting of:** City Council

**File No.** SPC 25-100  
**Type:** Executive Session

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Potential Litigation [RCW 42.30.110(1)(i)] - 20 minutes

City of Redmond  
Payroll Check Approval Register  
Pay period: 11/16 - 11/30/2025  
Check Date: 12/10/2025

Check Total:	\$ 54,853.38
Direct Deposit Total:	\$ 3,768,104.77
Wires & Electronic Funds Transfers:	\$ 2,272,007.50
Grand Total:	<u>\$ 6,094,965.65</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188859** through **188873** ,  
Direct deposits numbered **196032** through **196811** , and  
Electronic Fund transfers **1917** through **1921**  
are approved for payment in the amount of **\$6,094,965.65**  
on this **10th day of December 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 11/16 - 11/30/2025  
Check Date: 12/10/2025

Total Checks and Direct deposit:	\$ 5,557,478.72
Wire Wilmington Trust RICS (MEBT):	\$ 537,486.93
Grand Total:	<u>\$ 6,094,965.65</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 11/01 - 11/15/2025  
Check Date: 11/25/2025

Check Total:	\$ 27,548.15
Direct Deposit Total:	\$ 2,873,245.07
Wires & Electronic Funds Transfers:	\$ 1,588,795.50
Grand Total:	<u>\$ 4,489,588.72</u>

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188842** through **188853** ,  
Direct deposits numbered **195259** through **196019** , and  
Electronic Fund transfers **1911** through **1915**  
are approved for payment in the amount of **\$4,489,588.72**  
on this **25th day of November 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 11/01 - 11/15/2025  
Check Date: 11/25/2025

Total Checks and Direct deposit:	\$ 4,063,973.00
Wire Wilmington Trust RICS (MEBT):	\$ 425,615.72
Grand Total:	<u>\$ 4,489,588.72</u>

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 10/1 - 10/31/2025  
Check Date: 10/31/2025

Check Total:	\$	2,183.78
Direct Deposit Total:	\$	11,149.52
Wires & Electronic Funds Transfers:	\$	4,571.34
Grand Total:	\$	17,904.64

We, the undersigned Council members, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim.

All Checks numbered **188826** through **188826** ,  
Direct deposits numbered **194492** through **194498** , and  
Electronic Fund transfers **1905** through **1905**  
are approved for payment in the amount of **\$17,904.64**  
on this **30th day of October 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 10/1 - 10/31/2025  
Check Date: 10/31/2025

Total Checks and Direct deposit:	\$	14,449.32
Wire Wilmington Trust RICS (MEBT):	\$	3,455.32
Grand Total:	\$	17,904.64

I, the Human Resources Director, do hereby certify to the City Council, that the checks and direct deposits presented are true and correct to the best of my knowledge.

Signed by:  
  
7C0092BCC9C549B...

Human Resources Director, City of Redmond  
Redmond, Washington

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