

City of Redmond



Agenda

Tuesday, February 28, 2023

4:30 PM

CCity Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch.
34, Facebook (@CityofRedmond), Redmond.gov/rctlive, or

Committee of the Whole - Parks and Environmental Sustainability

Committee Members

David Carson, Presiding Officer

Jeraloe Anderson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. Workforce Management Phase 2 [CM 23-055](#)
[Attachment A: Contract Amendment](#)
[Attachment B: UKG Project Change Order Form](#)
[Attachment C: Existing UKG Scope of Work](#)
[Attachment D: UKG Dimensions Agreement](#)
Department: Technology and Information Services, 10 minutes
Requested Action: Consent, March 7th
2. Authorize the Mayor or Her Designee to Access Sourcewell Cooperative Purchasing Contract No. 031622-AST for the Purchase and Replacement of Turf at Grass Lawn Park Multi-use Field #2, in the Amount Not-to-Exceed Project Budget of \$2,048,633, Project No. 50012206 [CM 23-091](#)
[Attachment A: Vicinity Map](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, March 21st
3. Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$180,000 [CM 23-097](#)
[Attachment A: 2023 Instructional Services Agreement](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, March 7th
4. Approval of Instructional Services Agreement for Tennis Outreach Program (TOPS) Increasing the Maximum Amount Payable to \$130,000 [CM 23-098](#)
[Attachment A: 2023 Instructional Services Agreement](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, March 7th
5. Approval of Instructional Services Agreement for Nature Vision Increasing the Maximum Amount Payable to \$115,000 [CM 23-099](#)
[Attachment A: 2023 Instructional Services Agreement](#)
Department: Parks and Recreation, 5 minutes
Requested Action: Consent, March 7th

6. Approval of Instructional Services Agreement for Eastside Skill Samurai Increasing the Maximum Amount Payable to \$90,000 [CM 23-100](#)

[Attachment A: 2023 Instructional Services Agreement](#)

Department: Parks and Recreation, 5 minutes

Requested Action: Consent, March 7th

7. 2021 Impact Fee Collection and Distribution Report [CM 23-102](#)

[Attachment A: Impact Fee Summary 2021](#)

[Attachment B: Annual Report 2021](#)

Department: Finance, 5 minutes

Requested Action: Informational

8. Demonstration Dog Park and Community Garden Expansion Update [CM 23-095](#)

[Attachment A: Draft Site Plans](#)

[Attachment B: Park Locations Evaluated](#)

Department: Parks and Recreation, 10 minutes

Requested Action: Informational

9. Redmond Lights 2022 Recap [CM 23-086](#)

Department: Parks and Recreation, 10 minutes

Requested Action: Informational

ADJOURNMENT



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-055

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Technology and Information Services	Michael Marchand	425-556-2173
Human Resources	Cathryn Laird	425-556-2125

DEPARTMENT STAFF:

Technology and Information Services	Courtney Miller	Technology Project Manager
Technology and Information Services	Jackie Yip	Senior Systems Analyst

TITLE:

Workforce Management Phase 2

OVERVIEW STATEMENT:

The Workforce Management Phase 1 project was completed with the implementation of Timekeeping. Phase 2 will implement Core HR and Payroll processes. A change order to the original contract was negotiated for Phase 2 work.

Staff is asking council to approve an addition to the UKG contract in the amount of \$94,500 for additional consulting, project management, and travel expenses. This increase was accounted for and included in the 2023-2024 BTIP budget allocation.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
2023/2024 BTIP
- **Required:**
Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Workforce Management Phase 2 benefits include:

- Integration of Core HR & Payroll with existing Timekeeping
- Integration of Core HR & Payroll with D365 Finance system
- Increased self-service options for employees and managers for HR processes
- Streamlined Payroll processes with improved reporting
- Eliminate risk associated with an outdated system (current system end of life 2027)

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:

Workforce Management Phase 2 change order is time and materials with a max of \$94,500. The City will be invoiced monthly as hours are incurred.

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

Budget Offer Number:

0000123

Budget Priority:

Strategic and Responsive

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

If yes, explain:

N/A

Funding source(s):

Costs associated with the implementation will come from the 2023/2024 BTIP.

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-055

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/12/2018	Business Meeting	Approve
4/23/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
6/3/2019	Business Meeting	Approve
6/25/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/23/2019	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
7/25/2019	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/7/2023	Business Meeting	Approve

Time Constraints:

Current Core HR/Payroll solution will be de-supported in 2027.

ANTICIPATED RESULT IF NOT APPROVED:

If the change order is not approved, there is a risk that the City would need to look for an alternative solution to replace current outdated software.

ATTACHMENTS:

Attachment A: City of Redmond - Contract Amendment form

Attachment B: City of Redmond - UKG Project Change Order form

Attachment C: City of Redmond - Existing UKG Statement of Work

Attachment D: City of Redmond - UKG Dimensions Agreement

Amendment No. _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable \$		
Description of Work			

The Local Agency of _____
 desires to amend the agreement entered into with _____
 and executed on _____ and identified as Agreement No. _____
 All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

I

Exhibit A, SCOPE OF WORK, is hereby changed to read:

II

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

III

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date



PROJECT CHANGE ORDER FORM

Customer Name CITY OF REDMOND - 6115682

Solution ID 6115682

Bill to 6115682 CITY OF REDMOND 15670 NE 85TH STREET #3SFN REDMOND, WA 98052

Ship to 6115682 CITY OF REDMOND 15670 NE 85TH STREET #3SFN REDMOND, WA 98052

Payment Terms Net 30 Days

Customer Purchase Order

Kronos Practice Public Sector 20127

Sales Person David Chetlain

Project # 47537

Operating Unit / Currency KRONOS US OU / USD

New task required Yes

New project required No

Project Budget Impact

Billing Role	Item	UOM	Contract Type	Previous Order #	Qty in Hours	Rate	Ext Amt
Application Consultant	9990118-PRO	HR	Estimate		525	180	94500.00
Totals					525		94500.00

Amounts exclude tax

Authorization Signatures

(I authorize the change to the UKG Project Budget, as described above, and I authorize UKG to invoice for the amount applicable.)

(I authorize the change to the UKG Project Budget, as described above, and I authorize UKG to invoice for the amount applicable.)		
Authorized Customer Contact Name and Title/Role	* Signature	Date

Comments

<p>Except as specifically amended by this Change Order, all other provisions of the relevant Service Work Order or Statement of Work (as applicable) remains un-amended and in full force and effect.</p> <p>New Project in support of Time & Material Services augmenting Phase 2 – HCM Fixed Price plus hours not to exceed project. Hours by line item are not to exceed without an approved change order supporting a change in scope. Hours will be billed monthly as consumed.</p> <p>a. Project Management Services* 150 hours \$180 \$27,000 b. Solution Consultant Services** 525 hours \$180 \$94,500 c. Estimated Expenses*** \$10,480</p> <p>*Estimated Project Management Services are in support of a timeline extension, up to 3 months at the estimated 5 hours per week average and to organize/plan the additional Solution Consultant hours as necessary. **Estimated Solution Consultant hours support a timeline extension of up to 3 months. **Additional data conversion, workforce management assistance, and two onsite visits for up to four days for two consultants. *** Actual expenses will be invoiced as incurred.</p> <p>Travel Expenses estimated are in support of 2 on-site visits for 2 resources.</p> <p>Expenses City of Redmond agrees to reimburse travel expenses incurred by UKG within the then-current GSA guidelines for lodging and per diem rates for King County, Washington, up to \$11,000 for four (4) onsite visits throughout the life of the contract. UKG shall use reasonable efforts to obtain the lowest available fares. The reimbursement of travel expense is limited to directly associated airfare, lodging, meals, airport parking, car rental, and airport transportation. UKG shall invoice the City for reimbursement of travel expenses as incurred and payment thereof shall be due net thirty (30) days from the date the invoice is received. An invoice requesting travel reimbursement shall contain an itemized listing of expenses including the name of UKG staff incurring the expense along with the dollar value and date the expenses were incurred. No reimbursement shall be made without a corresponding receipt.</p>

Order Management Internal Use Only

If Change Order processed please select box	<input type="checkbox"/>	Date	
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Statement of Work for CITY OF REDMOND

Workforce Dimensions New Implementation

Sales Executive	Daniel Crabtree
Author	Tammy Hilsgen
Expiration Date	9/30/2019
Quote Number	2019-52055
Revision #	4
Opportunity ID	Opp-281791
Status	Approved
Customer SID	6115682

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful onboarding to the Workforce Dimensions™ platform, the customer will provide the required internal project resources.

Customer Goals

City of Redmond is looking for a time & labor solution to help control labor costs, minimize compliance risk, and improve workforce productivity. The Workforce Dimension solution will be used to tackle each of these workforce management challenges with a single solution, on a single, easy to maintain platform. Kronos will provide professional services to implement Workforce Dimension solution.

City of Redmond has requested a single deployment of all outcomes of Workforce Dimensions (Time & Attendance, Human Resources as well as Payroll) for all 900 employees.

Professional Services Cost leveraging WF Dimensions Sales Promotion valid through September 30, 2019.

Project Outcomes

Kronos will deliver a solution whereby the customer can expect the following outcomes:

Time Capture and Workflow Automation

Proactive exception Management


Adherence to policy through automated pay calculations


- Visibility to time off balances
- Automated time collection
- Visibility into labor tracking and accounting
- Mitigation of Risk

Absence Management

- Automated accrual policies
- Efficient and accurate leave management
- Consistent enforcement of attendance policies

Manage the employee life cycle

- Automated HR processes
- Automated Benefits Administration 
- On/Off-boarding workflow automation
- Access to employee HR information and self-service workflows
- Manager visibility to direct report HR information
- Improved compliance with government and/or union regulations

Manage ACA compliance across the workforce 

- Policy automation
- Employee workflow notification of benefit eligibility
- IRS forms reporting

Automate compensation planning for improved visibility and governance

- Visibility to compensation planning phases



- Automated enforcement of compensation guidelines
- Information to enable equitable compensation decisions


Maximize automation of all payroll related processes

- Balancing and auditing controls
- Quarterly legislative update pushes
- Enable a paperless pay practice
- Compliant pay calculations, tax deposit and tax filing management processes
- Payroll journal automation
- Year-end processing capabilities
- Enable employee self-service to reduce payroll inquiries

Proposed Solution

Entitlement	Project Type
Workforce Dimensions Timekeeping Salaried	Net New
Workforce Dimensions Timekeeping Hourly	Net New
Workforce Dimensions Accruals	Net New
Workforce Dimensions Leave	Net New
Workforce Dimensions Absence	Net New
Workforce Dimensions Human Resources	Net New
Workforce Dimensions ACA	Net New
Workforce Dimensions Compensation Management	Net New
Workforce Dimensions Payroll	Net New

Project duration is expected to be 52 working weeks, based upon our experience with our customers and solutions. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources. For this project, Kronos is estimating 8 onsite visits  mutually agreed upon points of the project timeline. An onsite visit is defined as a single resource at the customer location for up to 5 consecutive business days. Throughout the project, Kronos will make recommendations for work mix based upon project objectives and deliverables.

Educational Services

Kronos KnowledgeMap™

Targeted self-paced training is included within Kronos KnowledgeMap™ to get the customer team knowledgeable quickly and to maximize solution adoption. Kronos KnowledgeMap™ is an online education portal providing anytime, anywhere access to Workforce Dimensions learning.



Kronos KnowledgeMap™ Live

Onboarding is accelerated with instructor-led training delivered via Kronos KnowledgeMap Live. A Kronos KnowledgeMap Live pass provides progress tracking with the flexibility to send team members and new users to virtual webinar and hands-on instructor led training. Classes are offered by job role on a rotating course schedule to ensure the right training at the right time, including:

Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

Application Administrator training to prepare functional super users to perform daily and periodic system administration tasks.

IT Specialist training to prepare technical super users to perform tasks in areas such as security, device management and integration.

The following Kronos KnowledgeMap™ Live Passes are proposed:

Number	Year
10 passes for core project team members	1
5 passes for key functional and technical team members, renewable	2+

User Adoption Consulting



A critical component of success is dependent on users. A Kronos User Adoption Consultant will help empower designated customer resources to support the delivery of change management and user training for managers and employees by providing:

- A structured change management and training framework
- Preparing for Change and User Training Workshop
- User Training Toolkit including Task Matrix and Job Aids

Project Approach

The Kronos onboarding process is driven by value and enabling business outcomes. This approach, focused on accelerated time to value uses tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt.


Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

Initiate

This first phase of the project lays the foundation for the project.





During this phase, the Kronos team will work together with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet customer-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos will recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. As part of the Solution Quality Assurance – Select Services included in scope, Kronos will create custom rule-based manual and automated tests to validate your Kronos product, as well as guidance to the customer-side team to prepare relevant use cases, integrations, and unique business process tests. The customer team will execute these tests, record the result, reporting successes and issues. To maximize effort and execution of acceptance testing, Kronos will provide leadership and counsel during the initial weeks of testing. The teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Project Team Responsibilities

Customer team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team's responsibilities and time commitments.



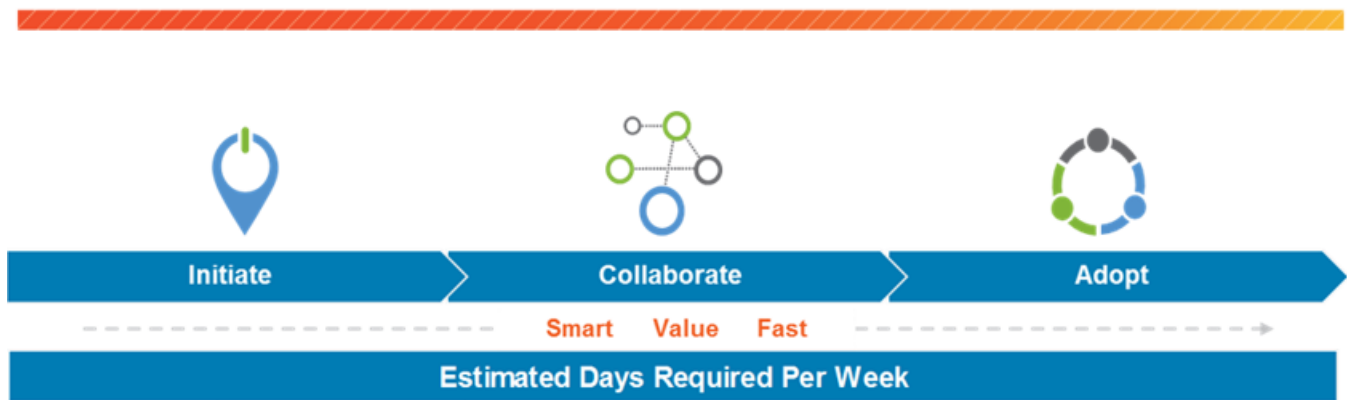
Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Project Team Availability

The chart below outlines the commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer resource requirements may need to be scaled based on the size and complexity of the project.

There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.








Executive Sponsor	>1 day	>.5 day	.5 day	
Project Manager	3+ days	3+ days	3+ days	
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days	
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days	
Technical Expert	> .5 day	> .5 day	1 day	

Solution Assumptions

Workforce Dimensions

- 2 tenants included in this deployment
- The Authentication method will be Single Sign On 
- Number of Solution Development Workshops
 - 1 Business Structure 
 - 1 Timekeeping Salaried
 - 1 Timekeeping Hourly
 - 1 Accruals
 - 1 Leave
 - 1 Absence
 - 1 Workforce HR
 - 1 Compensation Management
 - 1 Workforce Payroll
- Workforce Dimensions will support project tracking requirements with the following criteria and scope:
 - Maximum 90 active projects at a time 
 - New Projects are being added less than 10 times a month
 - Project updates typically happen seasonally (around year end and beginning of construction)
 - Projects have a 1:1 relationship with a GL Account Number
 - Projects will be configured as Labor Category Entries with the GL information as part of the Entry
- Customs are not anticipated and excluded from this scope.
- Kronos will lead project coordination with Cornerstone around the integration between the two solutions. The City of Redmond will remain engaged and authority over decisions as Cornerstone is the City's vendor.



Workforce Dimensions Timekeeping

- Number of Employee Groups (A group of employees who are governed by a set of similar workforce management policy rules.)
 - 10 for Timekeeping Hourly (includes 7 unions)
 - 2 for Timekeeping Salaried

Workforce Dimensions Accruals

- 30 Accrual policies




Workforce Dimensions Leave

- 1 Leave Pay Group(s) included
- 1 State Leave Group(s) included


Workforce Dimensions Absence

- 1 Attendance Group(s) included

Workforce Dimensions HR


- 1 Federal Employer Identification Numbers (FEINs) included
- 20 checklists, workflows and custom forms 
- 2 plan years for complete benefits build including open enrollment 
- Position Management enabled
- Will be deployed with a 3rd party Talent Suite 

Workforce Dimensions HR Data Conversion Services


Data conversion services provide a one-time HR data load into Workforce Dimensions using customer-supplied data in a standard Kronos-supplied template, or legacy reports if available. This service includes loading HR employee demographics and benefits for the current year for active and terminating employees by means of: 

- Cost centers/business structure & jobs
- Termination details, base pay compensation & employee job history
- Employee benefits, dependents, beneficiaries & emergency contacts setup using up to three customer-provided benefit carrier census reports
- Loading up to three (3) types of HR optional data, for example: training, skills, certifications, etc.
- 1 additional HR data load(s) -- Full Overlay

Workforce Dimensions Payroll


- Payroll setup for 1 EINs
- 2 unique pay cycles included
- Payroll deployment at the start of Q4 
- Tax Deposits and Filing using BSI (In-House)
- 1 G/L account structure(s) included
- 2 Kronos-led parallel testing cycles included
- Support for 2 production payroll cycles included

Workforce Dimensions Payroll Data Conversion Services

Data conversion services provide a one-time load of Payroll data into Workforce Dimensions using customer-supplied data in a standard Kronos-supplied template or legacy reports if available. This service includes loading Payroll setup data and paycheck history for up to 1 EINs for the following: 

- Employee setup for taxes, earnings, deductions & direct deposit



- Paycheck history
- 1 additional Payroll employee setup data load(s) -- Full Overlay
- 1 prior year(s) of Paycheck history in addition to the current year 

Product Link Standard Integration



- Kronos Workforce Dimensions/TeleStaff Link
 - WF TeleStaff must be on version 7 for integration with WF Dimensions. Services to implement or upgrade existing WF TeleStaff solution to v7 is excluded from this scope.

Real-Time Standard Integration Templates



- Microsoft Outlook Office 365 Integration (hosting required)

Scheduled Workforce Dimensions Integration Templates

Kronos will deliver the following integrations using the Dell Boomi™ Workforce Dimensions Integration Platform. All integrations listed in this section are assumed to be low to medium complexity. Interfaces are scheduled via Workforce Dimensions and transferred to the Workforce Dimensions secure FTP (SFTP) environment.

- 1 Employee Data Import (NeoGov to Kronos) 
- 1 Skills and Certifications Import (Cornerstone to Kronos) 

Scheduled Workforce Dimensions HCM Integration Templates

- 2 Benefit Enrollment Export (834 standard format)
 - City of Redmond responsible for the remaining 11 Benefit Enrollment Exports.
- 2 Employee Deduction Election Import
 - City of Redmond responsible for the remaining 11 Employee Deduction Election Imports
- 4 Employee Demographic Export (1 - NeoGov, 1 - Cornerstone, 2 - Dynamic AX) 
- 1 Positive Pay Export
- 1 Payroll Journal Export to G/L, 1 Account Structure
- Kronos Standard Template for ACH Integration
- 1 Performance Evaluation Import (Cornerstone to Kronos) 

One-Time Data Loads

- 1 Leave Case Import
- 1 Leave Hours Taken Import
- 1 Accrual Balance Import
- 1 Employee Data Import

Additional integrations not listed in this document are excluded from scope and if required may be completed by City of Redmond or trigger a Kronos change order request for additional billable services.

Data Extraction Toolkit

This toolkit permits extraction of data which enables sharing Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. Data can be extracted in the following standard views as needed: Timecard, Person, Schedule, Schedule Group and Totals.

Core API Empowerment



This engagement includes 5 days of consulting services for assistance with troubleshooting the Workforce Dimensions API's and provide best practice guidance to achieve optimal application performance.

Services Investment Summary

This SOW represents a fixed fee engagement. Travel expenses will be invoiced as incurred and not included in the services in this statement of work. Travel expenses are estimated to be \$1,500 per trip for 1 resource, up to 5-consecutive business day visit. Additional trips and/or resources may impact the budget. 8 individual trips are anticipated for this project for a total travel estimate of \$12,000. The City of Redmond required advanced notice of travel and actual receipt will be submitted following GSA guidelines.

Service Type	
Professional Services	\$434,720.00
Educational Services	\$7,800.00
	\$442,520.00

Fixed-Fee Invoice Schedule

Project Phase	Milestone #	Deliverable	Invoice Amount
Initiate	1.1	Delivered Project Plan	\$ 22,076.00
	1.2	Delivered Training Plan	\$ 22,076.00
	1.3	Test URL Provided and Access Validated	\$ 22,076.00
	1.4	Complete Project Team Fundamentals Training	\$ 22,076.00
	1.5	Sign Authorization to Proceed to Solution Development Milestone Document	\$ 44,152.00
Initiate Phase Total			\$ 132,456.00
Collaborate	2.1	Complete First Solution Development Workshop	\$ 44,152.00
	2.2	Complete First Integration Development Workshop	\$ 44,152.00
	2.3	Final Solution Walkthrough	\$ 22,076.00
	2.4	Complete Interface Build	\$ 22,076.00
	2.5	Sign Authorization to Proceed to Testing Milestone Document	\$ 22,076.00
	2.6	Completion of User Acceptance Testing	\$ 44,152.00
Collaborate Phase Total			\$ 198,684.00
Adopt	3.1	Sign Authorization to Proceed to Configuration Cutover Milestone Document	\$ 44,152.00
	3.2	Sign Authorization to Proceed to Go live Milestone Document	\$ 44,152.00
	3.3	Deployment - Transition to KGS	\$ 22,076.00
Adopt Phase Total			\$ 110,380.00
Fixed Fee Services Total			\$ 441,520.00

Education Subscription will be invoiced per the Sales Order and Travel expenses will be invoiced as incurred.



Service Deliverable Acceptance Process

At the specified milestones described in the Fixed Fee Invoice Schedule, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 10 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service deliverables**
The Kronos Project Manager, or designee, will prepare a Service Deliverable Acceptance Form (see example below) and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.
- **Assessment of Service Deliverables**
The Customer representative will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the Customer will be managed through the Change Management Process.
- **Acceptance / Rejection**
After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.
- **Correction of Service Deliverables**
Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. Kronos will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once Kronos corrects all previously identified in-scope problems, the service deliverable will be deemed accepted.
- **Monitoring and Reporting**
The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.



Signatures and Approvals

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to the CITY OF REDMOND's agreement with Kronos governing Professional and Education Services. By signing below, the authorized CITY OF REDMOND's representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
CITY OF REDMOND

By: _____ Date: _____

Title: _____

CITY OF REDMOND may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2019.



Appendix A – Hourly Rates

The City of Redmond may request additional services beyond the scope of this SOW on a Time & Materials basis. The purchase of additional services will be billable based on the following hourly rates.

Professional Services Role	Hourly Rate
Workforce Dimensions Onboarding Services	\$180.00
Workforce Dimensions Advisory Services	\$225.00
Workforce Dimensions Advanced Testing Services	\$180.00
Workforce Dimensions Education Consulting	\$180.00
Workforce Dimensions User Adoption Services	\$180.00



Workforce Dimensions™ Agreement

This Workforce Dimensions™ Agreement (the “Agreement”) governs the provision of Kronos’ Workforce Dimensions software as a service and other related offerings by Kronos Incorporated and its Participating Entities (“Kronos”) to City of Redmond and its Participating Entities (“Customer”). Capitalized terms not defined within the text of the Agreement are defined in Exhibit F.

This Agreement consists of this execution page and the following exhibits, which are incorporated by reference, and which form an integral part of this Agreement:

- Exhibit A: General Terms and Conditions
 - Attachment A-2: Professional and Educational Services Policies
 - Attachment A-3: Service Level Agreement
- Exhibit B: Workforce Dimensions Cloud Guidelines:
- Exhibit C: Success Plans
 - Attachment C-1: Success Plans
 - Attachment C-2: Support Policies
- Exhibit D: Acceptable Use Policy (AUP):
- Exhibit E: AtomSphere Service and Boomi Software
 - Attachment E-1: Boomi Flow Down Provisions
- Exhibit F: Definitions
- Exhibit G: Add-Ins
- Attachment H: Information Privacy and Security Agreement

The description of the type, quantity, and cost of the specific offerings being ordered by Customer will be described in an Order Form, that will be mutually agreed upon and signed by the Parties pursuant and subject to this Agreement. If Implementation Services are to be delivered by Kronos, the Parties may need to execute a Statement of Work, which will set forth the scope, objectives and other business terms of the Implementation Services ordered with the Order Form. Consistent with Kronos’ obligations under the Information Privacy and Security Agreement included as Exhibit H, Kronos is responsible for work performed by subcontractors who perform services or host or access Customer Data pursuant to this Agreement.

This Agreement will serve as a master agreement for the Service and its related offerings. This Agreement contemplates that Participating Entities will enter into multiple Order Forms. This approach will allow the Parties to contract for additional or diverse products or services simply by signing a mutually agreeable Order Form and SOW, if applicable, without having to renegotiate or re-execute this Agreement. When Participating Entities enter into an Order Form, they are deemed to be "Customer" for purposes of this Agreement for that Order Form. Similarly, the Kronos entity that enters into an Order Form is deemed to be "Kronos" for purposes of this Agreement for that Order Form.

Kronos Incorporated	Customer <i>City of Redmond</i>
Dated:	Dated: <i>Mary Lavoie</i> <i>8/29/2019</i> <small>Mary Lavoie, Business Project Manager, OM Aug 21 2019 4:05 PM</small>
By:	By: <i>John Marchione</i> <i>cosign</i>
Name:	Name: <i>JOHN MARCHIONE</i>
Title:	Title: <i>MAYOR</i>

Exhibit A: General Terms and Conditions

Article 1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. "Monthly in Arrears" (usually for Implementation Services) means payment is due on a monthly basis with the invoice being issued at the end of the month.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Success Plan Fees for Guided and Signature Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees
- f. KnowledgeMap™ Live Fees

1.3 The parties agree that Equipment may not be purchased under this Agreement.

Article 2. Billing

2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the undisputed Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided Kronos with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Service and other items set forth on the Order Form. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the PEPM Fees and the KnowledgeMap Live Fees by no more than four percent (4%) over the previous year's PEPM Fees and KnowledgeMap Live Fees, for the same Applications and the same licensed quantity. Kronos will provide Customer with written notice of the amount of fee increase sixty (60) days prior to the end of any

Term and reflect these increased PEPM Fees and KnowledgeMap Live Fees in the applicable invoice for each Renewal Term.

2.3 Kronos will provide the Service to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Service for the entire Initial Term and each Renewal Term.

2.4 In addition, the Customer shall not be obligated for Kronos' performance hereunder or by any provision of this Agreement during any of the Customer's future fiscal years unless and until funds have been appropriated for each such future fiscal year. In the event that funds are not appropriated for the continuation of this Agreement, the Customer will notify Kronos in writing of such non-appropriation of funds at the earliest possible date and not later than at least thirty (30) days prior to such non appropriation. Customer acknowledges that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form. Notwithstanding anything to the contrary herein or in any Order or SOW, if Customer does not receive fiscal appropriations prior to the commencement of any Renewal Term, Customer may terminate this Agreement without penalty at the end of the then-current Term.

Article 3. Implementation Services, Professional Services and Educational Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Agreement. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Kronos may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.

3.4 KnowledgeMap™ is included in the PEPM Fees. If included on an Order Form, Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users in a KnowledgeMap Live Subscription. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Customer upon at least sixty (60) days prior written notice before the start of a Renewal Term. The KnowledgeMap Live Subscription Fees will be invoiced at the commencement of each year during the Term. Customer is permitted to assign one (1) employee to each user account (or seat) included in Customer's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Customer will designate one (1) named user account to act as a training administrator.

3.5 Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Kronos policies set forth in Attachment A-2 shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

Article 4. Service Level Agreement

Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Agreement.

Article 5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Subject to the limitations under the Information Privacy and Security Agreement attached hereto as Attachment H, nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not identify Customer, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Confidentiality

5.2.1 Each Party will treat the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and as further described in this Agreement. Each Party will only use the Confidential Information of the other Party for the purposes of fulfilling its obligations under this Agreement and as reasonably necessary to provide the Service. Confidential Information may be shared with and disclosed to (i) any subsidiary or affiliate of each of the Parties, or (ii) any court or governmental agency of competent jurisdiction, as required by a legal process, including without limitation Public Records Act, Chapter 42.56 RCW, and in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the discloser has an opportunity to contest any disclosure required by a legal process). Either Party may seek injunctive relief to preserve its rights under this section without the requirement to post a bond.

5.2.2 Public Records Act. Kronos recognizes that Customer is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this Agreement is intended to prevent Customer's compliance with the Public Records Act. In the event that Customer receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information related to Kronos' Services, Software and Kronos Materials, Customer shall promptly provide written notice of such disclosure so that Kronos can take appropriate steps to protect its interest and seek the exemption as provided under the Public Records Act. Customer shall reasonably cooperate with Kronos and comply with any injunction or court order obtained by Kronos that prohibits the disclosure of any such confidential records; however,

in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Kronos shall indemnify Customer for any fines or penalties imposed on and paid by Customer for failure to disclose such records as required hereunder (but only to the extent that such failure was a direct result of Customer's compliance with Kronos' instructions or a court order or injunction received by Kronos) within forty-five (45) days of a request from Client, unless additional time is reasonably necessary under the circumstances and is agreed to by the parties.

Section 5.3 Security and Privacy

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 As further described in the Information Privacy and Security Agreement attached hereto as Attachment H, Kronos will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

5.3.5 In the event that Kronos breaches its data security obligations of section 5.3 and that failure results in the unauthorized disclosure of personally identifiable data (as defined by applicable law), Kronos shall be liable for paying for the following costs to remediate, as a required by applicable laws, any such unauthorized disclosure:

- a. the reasonable cost of providing notice of the breach to individuals affected by such breach as required by applicable law, the parties acknowledging that express courier service is not reasonable in this context;
- b. the reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities as required by applicable law;
- c. the cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months, to the extent the misuse or disclosure of the affected individual's personally identifiable data could lead to a compromise of the data subject's credit or credit standing and as required by applicable law;
- d. any other fines, penalties or services required by applicable law.

In each case, to the extent the unauthorized disclosure is caused in part by Customer, the damages described above will be apportioned between Kronos and Customer on a comparative fault basis. Customer will have contributed to such breach if Customer fails to only provide Kronos with the personally identifiable data minimally required to accomplish tasks for which Customer is using the Applications.

Article 6. Warranty

Kronos warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Service which is making this warranty untrue, Kronos will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Kronos is unable to do so within a reasonable period of time, Customer may terminate the then remaining Term of the Agreement and provide Customer a refund of the prorated portion of the Fees applicable to the remaining Term, which will be Customer's sole and exclusive remedy. Customer agrees to provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Service.

Article 7. License

Section 7.1 Technology License

7.1.1 As part of the Service, Kronos will provide Customer access to and use of the Technology, including the Applications. Technology will include an Add-In if licensed by Customer pursuant to an Order Form. Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users. The license for any Add-In may be terminated by Customer at any time upon written notice to Kronos.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Customer has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

Article 8. Scope and Authority

8.1 Participating Entities may order the Service and other related offerings from Kronos by signing an Order Form contemporaneously with this Agreement, or in the future by signing an Order Form specifically referencing this Agreement. Only the Parties entering into a particular Order Form will be responsible under this Agreement for the items on that Order Form.

8.2 The person signing this Agreement on behalf of Kronos and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and bind the entity on

whose behalf they are entering into this Agreement. By signing an Order Form, each person signing such Order Form represents that they are lawfully able to enter into contracts and are authorized to sign the Order Form and bind the Participating Entity on whose behalf they are signing the Order Form.

8.3 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Agreement. Unless Kronos breaches its obligations under this Agreement, Kronos is not responsible for unauthorized access to Customer's account, nor activities undertaken with Customer's login credentials, nor by Customer's Authorized Users. Customer should contact Kronos immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

8.4 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. This feature of the Service is referred to as the "Marketplace". The use of the Marketplace can be configured, and Customer may disable use of the Marketplace by some or all of its Authorized Users. CUSTOMER ACKNOWLEDGES THAT WHEN AN AUTHORIZED USER INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY WITHIN THE MARKETPLACE, THAT ACCEPTANCE WILL CONSTITUTE CUSTOMER'S LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Article 9. Suspension

9.1 Kronos may suspend the Service if any undisputed amount that Customer owes Kronos is more than 30 days overdue. Kronos will provide Customer with at least 7 days prior written notice that the Customer's account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.

9.2 Customer is responsible for complying with the AUP. Kronos and its third party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer's use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

Article 10. Termination

Section 10.1. Types of Termination

10.1.1 Non-renewal. Either Party may terminate the Service upon at least thirty (30) days prior written notice before the start of a Renewal Term. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice before the start of a Renewal Term.

10.1.2 For Cause. Either Party may terminate the Service and this Agreement if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within 30 days of the date such Party is notified by the other Party of such default.

10.1.3 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within 10 business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Agreement is terminated for any reason:

- a. All undisputed Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Kronos that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.
- d. Kronos will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Kronos and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.
- f. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement will so survive.

Article 11. Indemnification

11.1 Kronos will indemnify, defend and hold the Customer Indemnified Parties harmless, from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent. Kronos will indemnify, defend and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in Kronos' opinion, the Service is likely to become the subject of a successful claim of infringement or misappropriation, Kronos (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the

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Service as provided in the Agreement, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time Kronos will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the Service covering the period of their unavailability and Customer may pursue other remedies at law in accordance with the terms of this Agreement.

11.2 Kronos will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than Kronos, except when undertaken at Kronos' written direction; (b) use of the Service other than as authorized by this Agreement; or (c) use of the Service in conjunction with any equipment, service or software not provided or permissible in accordance with Documentation provided by Kronos, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

11.4 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

Article 12. Extent and Limitations of Liability

12.1 EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES INCURRED BY SUCH PARTY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO TWO TIMES THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT KRONOS BREACHES ITS DATA SECURITY OBLIGATIONS OF SECTION 5.3 WHICH CAUSES THE UNAUTHORIZED RELEASE OF CUSTOMERS PERSONALLY IDENTIFIABLE DATA, THE TOTAL AGGREGATE LIABILITY OF KRONOS TO CUSTOMER IN CONNECTION WITH SUCH DATA BREACH SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER

REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Article 13. Changes

The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Kronos will provide Customer with sixty (60) days advance notice of such change and any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos. In Customer's sole discretion, Customer may terminate the Services for convenience in the event Kronos makes a change to any Exhibit that materially degrades or changes the Services.

Article 14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Agreement limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Article 15. General

15.1 This Agreement is governed by and is to be interpreted in accordance with the laws of the state of Washington, without regard to any conflict of law provision if and as applicable. Exclusive venue for any action hereunder will lie in King County Superior Court. Each Party waives the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waives and "opts out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar laws as may have been adopted.

15.2 The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect.

15.3 Customer may not assign this Agreement without Kronos' prior written consent.

15.4 If there is some unforeseen event reasonably beyond the control of each of the Parties, such as acts of war, terrorism, or uprising, or acts of nature like earthquakes or floods, or civil unrest like embargoes, riots, sabotage or labor shortages, or changes in laws or regulations, or the failure of the internet or communications via common networks, or a power failure, or a delay in transportation, (collectively "Force Majeure"), each Party will be excused from performance of its obligations under this Agreement for the duration of the Force Majeure affecting such Party. The affected Party will use reasonable efforts to mitigate the impact of the Force Majeure on the other Party. Kronos is still obligated to provide the disaster recovery portion of the Service if Kronos' performance of those disaster recovery services is not also prevented by the Force Majeure.

15.5 When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses stated on the relevant Order Form or as otherwise communicated in writing to each other. Each Party agrees that an e-signature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

15.6 No third party beneficiaries exist under this Agreement.

15.7 This Agreement (and any information in any referenced Exhibit or at any referenced URL or specifically incorporated by reference) along with the corresponding Order Form constitutes the entire agreement between the Parties pertaining to each Order Form. This Agreement supersedes all prior and contemporaneous representations, negotiations or communications between the Parties relating to its subject matter. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a Kronos quote number or order number shall be deemed to incorporate that Kronos quote or order form into Customer's purchase order.

15.8 INSURANCE.

Kronos shall provide the following minimum insurance coverages (in addition to Kronos' insurance coverage requirements set forth in the Information Privacy and Security Agreement attached hereto as Attachment H):

- a. Worker's compensation and employer's liability insurance as required by the State of Washington;
- b. General commercial liability insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- c. Professional liability insurance, if commercially available in Kronos' field of expertise, in the amount not less than two million dollars (\$2,000,000) against claims arising out of work provided for in this Agreement.
- d. 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 Services; and (iv) loss of data or denial of service incidents.

The amounts listed above are the minimum deemed necessary by the Customer to protect the Customer's interests in this matter. The Customer has made no recommendation to Kronos as to the insurance necessary to protect Kronos' interests and any decision by Kronos to carry or not carry insurance amounts in excess of the above is solely that of Kronos. Kronos' maintenance of insurance as required by this Section 15.8 shall not be construed to limit the liability of Kronos to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the Customer will be named on all insurance as an additional insured. Kronos shall submit a certificate of insurance to the Customer evidencing the

coverages specified above, together with an additional insured endorsement or a blanket additional insured endorsement, within fifteen (15) days of the execution of this Agreement. Kronos' insurance shall be primary and non-contributing as to the Customer. The certificates of insurance shall cover the work specified in or performed under this Agreement. Kronos shall notify the Customer in the event of cancellation, reduction or substantial modification of the foregoing policies with a thirty (30) days prior written notice to the Customer. Receipt by Customer of any certificate showing less coverage than required is not a waiver of Kronos' obligations to fulfill the requirements of this Agreement.

Attachment A-2: Professional and Educational Services Policies:

Attachment A-3: Service Level Agreement:

Attachment A-2

The following are the policies under which Kronos will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Statement of Work (also known as the SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Statement of Work is an estimate; the Collaborate Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Statement of Work is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
 - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Statement of Work. In instances where specialized resources are requested, but not contained within the original Statement of Work, the quoted rate will be established as Kronos' current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
 - a. Professional Services
 - i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday, Pacific Standard Time.
 - ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - a. After Hours

	i	All scheduled work will be billed at 1.5 times the contract rate by role
	ii	After Hours is considered 5:00PM-8:00AM, Monday through Friday
b. Weekends		
	i	All scheduled work will be billed at 2.0 times the contract rate by role
	ii	Weekends are considered 5:00PM Friday through 8:00AM Monday
c. Holiday		
	i	All scheduled work will be billed at 2.0 times the contract rate by role
	ii	Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.
b. Education Services		
i	All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:	
	1. After Hours	
	a.	There will be a 1.5 times premium per student for public courses or per class for private day rates
	b.	After Hours is considered 5:00PM-8:00AM, Monday through Friday
	2. Weekends	
	a.	There will be a 2.0 times premium per student for public courses or per class for private day rates
	b.	Weekends are considered 5:00PM Friday through 8:00AM Monday
	3. Holidays	
	a.	There will be a 2.0 times premium per student for public courses or per class for private day rates
	b.	Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.
11. Travel Policies		
	a.	Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
	b.	Customer is responsible for travel costs for employees attending training at a Kronos location.
	c.	Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
	d.	If a Kronos employee is required on-site per the customer request, a minimum of 4 hours will be billed per day.
12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:		
	a. Professional Services:	

i	2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
ii	1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
iii	Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
b. Education Services:	
i	For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
ii	For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
iii	Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
iv	Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.
c. Cancellation Policy Example:	
i	Work is schedule for Wednesday, 1p-5p (4 hours)
ii	If customer cancels on:
	1. Friday – no penalty
	2. Monday – 50% of planned charges are invoiced (2 hours)
	3. Tuesday – 100% of planned charged are invoiced (4 hours)
iii	Cancellation Policy Example with a Holiday:
i	Work is schedule for Wednesday, 1p-5p (4 hours)
ii	If customer cancels on:
	1. Thursday – no penalty
	2. Friday – 50% of planned charges are invoiced (2 hours)
	3. Monday – holiday, doesn't count as "business day"
	4. Tuesday – 100% of planned charged are invoiced (4 hours)
13. Additional Education Services Policies	
a.	All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.

Attachment A-3

WORKFORCE DIMENSIONS SERVICE LEVEL AGREEMENT (WFD SLA)

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this WFD SLA. This WFD SLA does not apply to the Boomi development environment described in the Exhibit - AtomSphere Service and Boomi Software.

Availability: The production environment of the Service will maintain **99.75% Availability**. SLA Credits become available starting the month after Customer's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Customer; (d) any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of the Agreement; (i) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. Customer chooses maintenance window based on location of data center selected on Order Form.

The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current weekly Maintenance Period for each of the data center locations are:

- US/Canada Eastern Time from Saturday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Saturday, 12:00 AM - 4:00 AM or

- Central European Time Saturday, 2:00 AM - 6:00 AM.

Effective 11 July 2019, the weekly Maintenance Period will change to:

- US/Canada Eastern Time from Thursday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Thursday, 12:00 AM - 4:00 AM or
- Central European Time Thursday, 2:00 AM - 6:00 AM.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Customer and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Customer with Availability metrics on a monthly basis for each prior calendar month. Customer must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Customer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos’ records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer’s utilization of the Service and that changes in such utilization may impact Kronos’ ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Service than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the Parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B

<input type="text"/>	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
<input type="text"/>	
Connectivity to	<p>The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over service the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships.</p> <p>Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.</p>
<input type="text"/>	
SFTP accounts	<p>The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos® integrations.</p> <p>The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts.</p> <p>User accounts for individual (named) customer login are not supported by the SFTP service.</p>
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
<input type="text"/>	

Secure file transfer	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: limits <ul style="list-style-type: none"> - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.
Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Customer termination	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the support customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the

<div></div>	
	application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

Exhibit C: Success Plans

Section 1. Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:

- a. Community Success (included in Customer's PEPM Fee)
- b. Guided Success (available for an additional Fee)
- c. Signature Success (available for an additional Fee with minimum annual spend in PEPM and Equipment Rental Fees)

1.2 As part of the Community Success Plan, Kronos will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- e. KnowledgeMap™ Live may be purchased for an additional Fee.
- f. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Guided Success Plan, Kronos will provide:

- a. All of the services under Community Success, including the option to purchase KnowledgeMap™ Live or a TAM.
- b. Proactive Support: Monitoring of your environment and usage with proactive notification and resolution of potential issues.
- c. Named Success Manager: Dedicated, industry-specific advisor.
- d. Live Check-In Meetings: Regular meetings with your named success manager.
- e. Personalized Success Path: Tailored guidance based on your business goals.
- f. Success Reporting: Personalized reporting providing insight into your key performance indicators on an annual basis (i.e., user adoption, compliance, productivity, efficiency.)
- g. Executive Business Review: Strategic review of roadmap, realized value, engagement, relationship, and future direction.
- h. Optimization Assessment: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 As part of the Signature Success Plan, Kronos will provide:

- a. All of the services under Guided Success. Additionally, KnowledgeMap™ Live and a TAM are included as part of the Signature Success Plan for no additional Fee.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Technical Account Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- e. KnowledgeMap™ Live included at no additional charge.

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k. Industry Best Practice Audit: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.

1.5 Each Success Plan provides different services and different service coverage periods, which are described in Attachment C-1.

1.6 The Kronos policies set forth in Attachment C-2 shall apply to all Success Plans.

Attachment C-1: Success Plans:

Attachment C-2: Support Policies:

Exhibit C-1

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred.

	COMMUNITY SUCCESS (Included)	GUIDED SUCCESS (Fees apply)	SIGNATURE SUCCESS (Fees apply)
SUPPORT SERVICES			
Local Time Zone Support	8 a.m - 8 p.m. M-F Support 2-hour response time to cases		24-hour x 7 Support 1-hour response time to cases
24x7 Mission Critical Support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proactive Support		<input type="checkbox"/>	<input type="checkbox"/>
Technical Account Manager	Fees apply	Fees apply	<input type="checkbox"/>
Integration/API Support			<input type="checkbox"/>
SUCCESS SERVICES			
Kronos Community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kronos Onboarding Experience			

	<input type="text" value="•"/>	<input type="text" value="•"/>	<input type="text" value="•"/>
KnowledgeMap™	<input type="text" value="•"/>	<input type="text" value="•"/>	<input type="text" value="•"/>
KnowledgeMap™ Live	Fees apply	Fees apply	<input type="text" value="•"/>
Live Check in Meetings		Quarterly	Monthly
Personalized Success Paths		<input type="text" value="•"/>	<input type="text" value="•"/>
Success Reporting		Semi-Annually	Quarterly
Executive Business Review		Annually	Quarterly
New Feature Review and Activation		<input type="text" value="•"/>	<input type="text" value="•"/>
Optimization Assessment		Semi-Annually	Quarterly
Industry Best Practice Audit			Quarterly

Exhibit C-2

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

Local Time Zone Support	8:00 AM – 8:00 PM Monday to Friday* 2 hour response to support cases * Excluding Kronos holidays	24 Hour x 7 support 1 hour response to support cases

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major

system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

Medium Priority: A serious customer issue which impacts ability to utilize the application effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- Application performance is inconsistent or fluctuates

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Response Time

Response time shall mean the number of hours from the time the case priority is set by the Kronos Support Center until a Kronos technical representative contacts the customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority			
High	2 hours	2 hours	1 hours
Medium	4 hours	4 hours	4 hours
Low	8 hours	8 hours	8 hours

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-

going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the [Kronos Community](https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193) at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Remote Support

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit D

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. Kronos may modify this Policy at any time upon written notice to Customer of a revised version. By using the Service, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Service until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Customer may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.

- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate customer information. Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Customer becomes aware of any violation of this Policy, Customer will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Customer use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in Attachment E-1.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth below. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Customer or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Agreement related to the Service apply to the Boomi AtomSphere Service. If this Agreement terminates, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1: Boomi Flow Down Provisions:

Exhibit F: Definitions

“Acceptable Use Policy” and **“AUP”** are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

“Add In(s)” mean the Kronos developed applets for Workforce Dimensions that enable limited functionality through the application programming interfaces (“APIs”) of Workforce Dimensions and the associated applications of certain third-party technology providers as further described in Exhibit G.

“Aggregated Data” is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party’s respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

“Application(s)” means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer as further described in Exhibit E, which the Customer and Customer’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

“Claim(s)” means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

“Confidential Information” is any non-public information relating to each of Customer’s and Kronos’ businesses and those of Kronos’ Technology suppliers that is disclosed pursuant to this Agreement and which reasonably should have been understood by the recipient of such information to be confidential because of (i) legends or other markings, (ii) the circumstances of the disclosure, or (iii) the nature of the information itself. Information will not be considered “Confidential Information” if the information was (i) in the public domain without any breach of this Agreement; (ii) disclosed to the Receiving Party on a non-confidential basis from a source which is lawfully in possession of such Confidential Information and, to the knowledge of the Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party; or (iii) released in writing from confidential treatment by Delivering Party; or (iv) required to be disclosed pursuant to a subpoena, order, civil investigative demand or similar process with which the Receiving Party is legally obligated to comply, and of which the Receiving Party notifies Delivering Party.

“Configuration(s)” means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Educational Services” means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

“Feedback” means suggestions, ideas, comments, know how, techniques or other information provided to Kronos for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

“Fees” means the charges to be paid by Customer for a particular item.

“Implementation Services” means those professional services provided by Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“KnowledgeMap™” means the online educational portal providing access to learning resources.

“KnowledgeMap™ Live” means the subscription service providing instructor led training by user role on a rotating course schedule.

"Kronos Indemnified Party(ies)" means Kronos and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

"Order Form" means an order form mutually agreed upon by Kronos and Customer setting forth, among other things, the items ordered by Customer and to be provided by Kronos and the Fees to be paid by Customer.

"Participating Entity(ies)" means those Kronos or Customer entities that (i) directly or indirectly control, are controlled by, or are under common control with Kronos or Customer, respectively and (ii) sign an Order Form for the Service. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

"Party(ies)" means Kronos or Customer, or both of them, as the context dictates.

"PEPM" means the per employee per month fee for a Customer's Authorized Users access to the Service.

"Personally Identifiable Information" means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law.

"Professional Services" means the professional, consulting, or training services provided by Kronos pursuant to an Order Form and which are not described in a Statement of Work.

"Seasonal Licenses" are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

"Service" means the Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos' hosted environment and the services described in the Agreement related thereto.

"Statement of Work" and **"SOW"** are interchangeable terms referring to a written description of the Implementation Services.

"Success Plan(s)" means the services provided by Kronos to support and maintain the Service as described in Exhibit C.

"Taxes" means all applicable taxes relating to the goods and services provided by Kronos hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on Kronos' income or business privilege.

"Technology" means the intellectual property of Kronos within the Service, including but not limited to the Applications.

"Term" means the Initial Term and any Renewal Terms.

Exhibit G: Workforce Dimensions™ Add-Ins

This Exhibit governs the Add-In(s) to be provided by Kronos to Customer, if specified on an Order Form. Capitalized terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement. In the event of a conflict or inconsistency between the Agreement and this Exhibit, this Exhibit shall control.

Customer agrees that the Add-In(s) may only be used solely in connection with Workforce Dimensions™ for Customer's own internal purposes. The Add-Ins are not installed in the Kronos hosting environment in which Workforce Dimensions resides. The Add-Ins may only be installed and operated in a data center or other cloud environment managed by or on behalf of Customer. Customer is solely responsible to have all applicable rights, licenses and necessary infrastructure and support to use the third-party applications with which the Add-In(s) function, including security of the environment in which the Add-In(s) are installed.

The Service Level Agreement and associated SLAs (Attachment A-3) and the Workforce Dimensions Cloud Guidelines (Exhibit B) in the Agreement do not apply to the Add-In(s) because the Add-In does not reside in Kronos' hosting environment.

Implementation. Configuration and deployment of the Add-In(s) may be performed by Customer in accordance with Kronos written instructions and guidelines. Alternatively, Customer may engage Kronos or a third party to perform implementation or professional services as described in the Agreement.

Warranty Disclaimer. Kronos does not warrant that the Add-In(s) will be free from errors or service interruption. Kronos disclaims errors and liability with respect to the third-party applications or APIs with which the Add-In(s) function. Customer is solely responsible to manage its accounts or systems that may access the Add-In(s).

Exhibit H
INFORMATION PRIVACY AND SECURITY AGREEMENT

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

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

1. Definitions.

- a. "Authorized Users" means Contractor's employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.
- b. "City Data" means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City's immediate possession, custody, or control.
- c. "Data Breach" means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.
- d. "Services" means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

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

the possession of Authorized Users.

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

3. User Access to City Data.

- a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.
- b. If Contractor requires access to a City software system owned and controlled by the City that requires a unique sign-on identification and password, 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, which will be provided by the City to the Contractor's personnel prior to granting credential to access the City owned software system.

4. Use of Subcontractors or Agents.

- a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor is satisfied that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with applicable data protection laws and regulations ensuring that the subcontractor has adequate technical and organizational measures in place to protect City Data.
- b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with applicable laws and regulations and with a degree of skill, care, prudence, foresight and practice which would ordinarily be expected of a skilled, experienced and

leading supplier of services of the same or a similar nature to the Services.

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

- a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data.
- b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Unless Kronos Global Support is requested and consented to by the City any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

6. Privacy.

- a. Contractor represents and warrants that in connection with the Services provided by Contractor:
 - i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.
 - ii. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations, improvements to the service, and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.
- b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City

Data.

7. **Information Security.** This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.
- a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.
 - b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.
 - c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.
 - d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.
 - e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.
 - f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.
 - g. Contractor shall safeguard electronic City Data with encryption controls over such City Data both stored and in transit. All transmissions of City Data by Contractor shall be performed using a secure transfer method.
 - h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.
 - i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all

mobile devices and other equipment with information storage capability.

- j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with a copy of the results of the annual AICPA SSAE 18 SOC 1 and 2 Type II audit reports completed by an independent, 3rd party, tier 1, auditor.
- k. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IPSA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan. For the avoidance of doubt a “potentially significant risk exposure to City Data” shall be defined as an unremediated qualification or exception identified by the 3rd party auditor’s report that has the potential to materially and adversely affect the security, confidentiality or availability of City’s data.

8. Data Breach Procedures and Liability.

- a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor’s privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington’s data breach notification law codified at RCW 19.255.010 and RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any confirmation that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City without undue delay upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City.
- b. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City, unless required to do so by law. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification unless such notification is necessary to investigate or remediate the data breach. Contractor is permitted to hire outside contractors to assist in breach investigation and remediation.

- 9. **No Surreptitious Code.** Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City’s system without City’s consent, or which may restrict City’s

access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

10. 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 that are owned and operated by the City.

11. Miscellaneous.

- a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.
- b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- c. **No Third-Party Beneficiaries.** This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.
- d. **Notices.** All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ServiceDesk@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement. The City will provide a contact person or persons with valid contact information at the time of customer onboarding for notification of a data breach and will be responsible for updating this information as necessary to ensure its accuracy.
- 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.



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-091

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Dave Tucheck	Deputy Director
Public Works	Jon Spangler	Engineering Manager
Parks	Eric O'Neal	Contract Manager

TITLE:

Authorize the Mayor or Her Designee to Access Sourcewell Cooperative Purchasing Contract No. 031622-AST for the Purchase and Replacement of Turf at Grass Lawn Park Multi-use Field #2, in the Amount Not-to-Exceed Project Budget of \$2,048,633, Project No. 50012206

OVERVIEW STATEMENT:

The synthetic turf on the Multi-use Field #2 at Grass Lawn Park was installed in 2009 and has reached the end of its useful life. The replacement turf system includes a shock pad and will be the third consecutive turf replacement project to use an alternative to crumb rubber infill. The playing surface will include lines for soccer, softball and cricket.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
CIP Portfolio Management
PARCC Plan
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
- **Council Request:**
N/A
- **Other Key Facts:**

N/A

OUTCOMES:

The completion of this project will result in more inclusive recreation facilities for Redmond residents. The new turf system will provide a safe and consistent playing surface for its entire life expectancy.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
10/1/2022 through 11/30/2022. Primary Cricket Field User Groups
- **Outreach Methods and Results:**
Direct contact via phone and email.
- **Feedback Summary:**
The Cricket user groups provided detailed information on pitch layout and orientation of field lines. This information was added directly into the design drawings.

BUDGET IMPACT:**Total Cost:**

Not-to-Exceed amount of \$2,048,633

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

CIP - Project # 50012206.18.01.03

Budget Priority:

CIP

Other budget impacts or additional costs:☐ Yes☐ No☒ N/A*If yes, explain:***Funding source(s):**

CIP

Budget/Funding Constraints:

An executed construction contract must be in place by Spring 2023 to allow ample time for the contractor to order materials from their manufacturing suppliers as lead times have become less predictable.

☐ **Additional budget details attached****COUNCIL REVIEW:****Previous Contact(s)**

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-091

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/21/2023	Business Meeting	Approve

Time Constraints:

An executed construction contract must be in place by Spring 2023 to allow ample time for the contractor to order materials from their manufacturing suppliers as lead times have become less predictable. The construction window for this project is 8/21/2023 through 10/31/2023.

ANTICIPATED RESULT IF NOT APPROVED:

If this project does not move forward this year, the synthetic turf at Grass Lawn Multi-use Field #2 will continue to degrade. Increased resources will be required to maintain the field in a minimally safe condition until it reaches the point that requires closure.

ATTACHMENTS:

Attachment A: Vicinity Map

Grass Lawn Park Multi-use Field #2 Turf Replacement





Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-097

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Michael Locke	Program Coordinator

TITLE:

Approval of Instructional Services Agreement for Trackers Increasing the Maximum Amount Payable to \$180,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Trackers Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-097

Type: Committee Memo

authorize the Mayor to sign the agreement.

- **Council Request:**

N/A

- **Other Key Facts:**

We are requesting this item go forward for Council approval at the March 7, 2023, Business meeting.

OUTCOMES:

The Parks Department partnered with Trackers in Summer 2022, and it was very popular in our community. To meet community demand, we would like to provide additional Trackers programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:

\$180,000.00

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000217-Community Recreation

Budget Priority:

Healthy & Sustainable

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

Recreation Activity Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-097

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/7/2023	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Trackers

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id _____ Date Received _____ Agreement # _____

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional 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 Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, 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 CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. 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.

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

5. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, 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 CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY.

6. **Indemnity.** The CONTRACTOR 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 CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

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

B. The CONTRACTOR'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 CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

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

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR 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 CONTRACTOR'S negligence, the CONTRACTOR'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 CONTRACTOR'S insurance. The certificate 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.

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR 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 CONTRACTOR. Upon request, the CONTRACTOR 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 CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for and direction of the CONTRACTOR'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 CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

17. **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 CONTRACTOR for any breach of the Agreement by the CONTRACTOR, or for failure of the CONTRACTOR 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.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR 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 CONTRACTOR.

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

21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the CONTRACTOR, 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. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporated exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-098

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Katie Fraser	Program Supervisor

TITLE:

Approval of Instructional Services Agreement for Tennis Outreach Program (TOPS) Increasing the Maximum Amount

Payable to \$130,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to TOPs (Tennis Outreach Programs) Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-098

Type: Committee Memo

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

- **Council Request:**

N/A

- **Other Key Facts:**

We are requesting this item go forward for review at the February 28, 2023, Parks and Environmental Sustainability Committee of the whole and Council approval at the March 7, 2023, Business meeting.

OUTCOMES:

The Parks Department has partnered with TOPS (Tennis Outreach Programs) for many years to provide recreation programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth and adults who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:

\$130,000.00

Approved in current biennial budget:

☒ Yes

☐ No

☐ N/A

Budget Offer Number:

000217-Community Recreation

Budget Priority:

Healthy & Sustainable

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

Recreation Activity Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/7/2023	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Tennis Outreach Program

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id Date Received Agreement #

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional 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 Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, 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 CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. 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.

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

5. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, 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 CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY.

6. **Indemnity.** The CONTRACTOR 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 CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

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

B. The CONTRACTOR'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 CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

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

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR 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 CONTRACTOR'S negligence, the CONTRACTOR'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 CONTRACTOR'S insurance. The certificate 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.

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR 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 CONTRACTOR. Upon request, the CONTRACTOR 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 CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for and direction of the CONTRACTOR'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 CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

17. **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 CONTRACTOR for any breach of the Agreement by the CONTRACTOR, or for failure of the CONTRACTOR 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.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR 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 CONTRACTOR.

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

21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the CONTRACTOR, 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. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporated exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-099

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
-------	-----------------	--------------

DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Cindy Johnson	Program Supervisor

TITLE:

Approval of Instructional Services Agreement for Nature Vision Increasing the Maximum Amount Payable to \$115,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Nature Vision Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to

authorize the Mayor to sign the agreement.

- **Council Request:**

N/A

- **Other Key Facts:**

We are requesting this item go forward for review at the February 28, 2023, Parks and Environmental Sustainability Committee of the whole and Council approval at the March 7, 2023, Business meeting.

OUTCOMES:

The Parks Department has partnered with Nature Vision for many years to provide recreation programs and camps to our community. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:**

\$115,000.00

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

000217-Community Recreation

Budget Priority:

Healthy & Sustainable

Other budget impacts or additional costs:

☐ **Yes**

☐ **No**

☒ **N/A**

If yes, explain:

N/A

Funding source(s):

Recreation Activity Fund

Budget/Funding Constraints:

N/A

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-099

Type: Committee Memo

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/7/2023	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Nature Vision

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee ~~For Carrie Hite~~ _____ Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id _____ Date Received _____ Agreement # _____

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures Exhibit E - COVID-19 Vaccination Requirements
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional 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 Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, 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 CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. 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.

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

5. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, 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 CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY.

6. **Indemnity.** The CONTRACTOR 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 CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

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

B. The CONTRACTOR'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 CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

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

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR 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 CONTRACTOR'S negligence, the CONTRACTOR'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 CONTRACTOR'S insurance. The certificate 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.

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR 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 CONTRACTOR. Upon request, the CONTRACTOR 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 CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

11. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for and direction of the CONTRACTOR'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 CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

17. **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 CONTRACTOR for any breach of the Agreement by the CONTRACTOR, or for failure of the CONTRACTOR 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.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR 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 CONTRACTOR.

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

21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the CONTRACTOR, 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. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporated exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For ~~Carrie Hite~~

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELTATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/ videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/ our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

EXHIBIT E

COVID-19 VACCINATION REQUIREMENTS

1. Vaccination of the Contractor Instructors, Employees and Volunteers. Effective October 18, 2021, the Contractor shall ensure that all instructors, employees, and volunteers of the Contractor providing services under the Agreement are full vaccinated against COVID-19. As provided in Governor Inslee's Proclamations, a person is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series of a COVID-19 vaccine (e.g., Pfizer-BioNTech or Moderna) or a single dose COVID-19 vaccine (e.g., Johnson & Johnson (J&J)/Janssen) authorized for emergency use, licensed, or otherwise approved by the FDA or listed for emergency use or otherwise approved by the World Healthy Organization. The Contractor shall not permit any of its instructors, employees, or volunteers to provide services under the Agreement or to access City property in connection with the provision of such services unless fully vaccinated.

2. Proof of Full Vaccination Required. All Contractor instructors, employees, and volunteers shall be required to show proof of full vaccination against COVID-19 to the City's Program Administrator or designee prior to being admitted to any City property or providing any services under the Agreement after October 18, 2021. As provided in Governor Inslee's Proclamations, acceptable proof of vaccination consists of one of the following:

- CDC COVID-19 Vaccination Record Card or photo of the card.
- Documentation of vaccination from health care provider or electronic health record.
- State immunization information system record.
- For an individual who was vaccinated outside of the United State, a reasonable equivalent of any of the above.

Personal attestation is not an acceptable form of verification of COVID-19 vaccination.

3. Exceptions. Governor Inslee's Proclamations provide narrow exceptions from the vaccine requirements for individuals who qualify for a disability accommodation or sincerely held religious belief accommodation, who are part of a COVID-19 clinical trial, or who are too young to receive the vaccine. In the event that any Contractor instructor, employee, or volunteer has been granted such an exemption by the Contractor, any such instructor, employee, or volunteer shall be required to wear an approved face covering and maintain physical distancing at all times while providing services under this Agreement, whether indoors or outdoors and whether on City property or off, and the Contractor shall be required to demonstrate to the satisfaction of the City that it requires its instructors, employees, and volunteers who are granted exemptions to undergo periodic testing and take such other precautions as may be necessary to minimize the potential for infection. Nothing in this section shall, however, require the Contractor to disclose any protected medical information of any individual instructor, employee, or volunteer or any information that might otherwise violate such instructor's, employee's, or volunteer's privacy.

4. Remainder of Agreement Unaffected. Except as modified herein, all remaining provisions of the Agreement shall continue in force and are unaffected by this Amendment/Exhibit.

CONTRACTOR/CONSULTANT

CITY OF REDMOND

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-100

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Amanda Deml	Recreation Manager
Parks	Sarah Morton	Program Coordinator

TITLE:

Approval of Instructional Services Agreement for Eastside Skill Samurai Increasing the Maximum Amount Payable to \$90,000

OVERVIEW STATEMENT:

Seeking approval of an increase to the maximum amount payable to Eastside Skill Samurai Instructional Services Agreement. Programs and summer camps offered by this organization will exceed our anticipated enrollment amounts due to high community demand and rising costs. Though the expended amount is increasing, revenues earned by the City in the Recreation Activity Fund will also increase as this agreement is based on a percentage split of enrollment/registration fees between the contractor providing the service and the Parks Department.

This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

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

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Parks, Arts, Recreation, Culture and Conservation (PARCC) Plan; Cost of Service Methodology and Cost Recovery Policy.
- **Required:**
This agreement will surpass the \$75,000 maximum amount payable threshold requiring Council approval to authorize the Mayor to sign the agreement.

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-100

Type: Committee Memo

- **Council Request:**

N/A

- **Other Key Facts:**

We are requesting this item go forward for review at the February 28, 2023, Parks and Environmental Sustainability Committee of the whole and Council approval at the March 7, 2023, Business meeting.

OUTCOMES:

The Parks Department is entering into partnership with Eastside Skill Samurai for Summer 2023, and we anticipate enrollment filling. An increase to the maximum amount payable allows for serving a greater number of youth who wish to register for these programs while in-turn increasing the revenue for the Recreation Activity Fund.

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:

\$90,000.00

Approved in current biennial budget:

☒ **Yes**

☐ **No**

☐ **N/A**

Budget Offer Number:

000217-Community Recreation

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs:

☐ **Yes**

☐ **No**

☒ **N/A**

If yes, explain:

N/A

Funding source(s):

Recreation Activity Fund

Budget/Funding Constraints:

N/A

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-100

Type: Committee Memo

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
3/7/2023	Business Meeting	Approve

Time Constraints:

Direction needed prior to finalizing registration information by March 10, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

Enrollment for programs and camps offered by this organization would need to be limited to maintain the current/less than \$75,000 threshold, impacting the recreational opportunities and service available to the community and department revenue.

ATTACHMENTS:

Attachment A: 2023 Instructional Services Agreement - Eastside Skill Samurai

City Agreement Routing Form - Alternate #2

The Project Administrator/Coordinator should complete the top section of this form, attach the specified agreement originals to this form and forward the documents to the Parks Business Operations Administrator for review and capturing signatures through DocuSign. The Business Operations Administrator will route the agreement to the contractor/consultant, the appropriate City staff, including the Department Director (or designee), Risk Manager for approval of insurance and indemnification requirements, then the City Clerk. The City Clerk will assign an agreement number, file fully executed contract appropriately, and DocuSign will automatically send a copy of the completed agreement to Purchasing and all signers.

Project Title: _____

Type of Service: Instructional Services for Recreation Classes

Supplier/Contractor Name: _____

Contract/Agreement Amount, Original: _____ Amended Amount: _____

Council Approval Date: N/A- Non Encumbered Nature of Funding: _____
Instructional Contract

Project Administrator: _____ MailStop: _____ Phone: _____

Anticipated Agreement Start Date: _____ Estimated Completion Date: _____

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING:

To: Contract Administrator / _____ Date _____
Coordinator (Signature or initials)

Risk Manager _____ Date _____
(Signature or initials)

Director or Designee _____ For Loreen Hamilton Date _____
(Signature or initials)

City Clerk _____ Date _____
(Signature or initials)

NOTE: The agreement becomes fully executable once all parties have signed it. The Business Operations Administrator will then forward one set of originals (through DocuSign) to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk and a copy given to Purchasing.

Finance use ONLY Supplier Id Date Received Agreement #

Instructional Services Agreement, Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A - Scope of Work Exhibit B - Work Schedule Exhibit C - Payment Exhibit D - Goals, Objectives, Policies, and Procedures
CONTRACTOR	CITY PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR CONTACT (Name, address, phone #)	BUDGET OR FUNDING SOURCE
FEDERAL ID #	MAXIMUM AMOUNT PAYABLE, IF ANY
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

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

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

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

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR has the education, training, and expertise to provide the necessary services for the project and has signified a willingness to furnish instructional 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 Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide instructional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. Except as provided in Paragraph 2(b), the CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work.

2. **Conditions/Arrangements.**

A. Each separate program set forth within the Scope of Work constitutes a separate contractual obligation, and all provisions of this Agreement apply to each separate program as though separately contracted for.

B. If class enrollment minimums are not met, the class may be cancelled in its entirety at the discretion of the CITY and or CONTRACTOR, and the CITY and or CONTRACTOR may terminate or negotiate all or part of this Agreement.

C. The CONTRACTOR has read and understands the City of Redmond Parks and Recreation Department Goals and Objectives, Class and Program Instruction Policies, and Contract Administration Procedure attached hereto as Exhibit D and incorporated by this reference as if set forth in full. These goals, objectives, policies and procedures are a material part of this Agreement, and the CONTRACTOR agrees to conduct the programs and/or classes set forth in the Scope of Work in a manner consistent with these goals, objectives, policies and procedures.

D. The CONTRACTOR agrees to attend and participate in program orientation and/or program promotional events as may from time to time be reasonably required and scheduled by the CITY.

3. Completion of Work. The CONTRACTOR shall complete all work required by this Agreement according to the schedule incorporated into the Scope of Work. A failure to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, 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 CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

4. Payment. The CONTRACTOR shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY reserves the right to make pro-rata deductions from the amount to be paid to the CONTRACTOR for services not provided as required by the Scope of Work. Payment shall be made by the CITY upon completion of the classes and the furnishing of all services described in the Scope of Work. 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.

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

5. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, 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 CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY.

6. **Indemnity.** The CONTRACTOR 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 CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

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

B. The CONTRACTOR'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 CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

7. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

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

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

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

CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR 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 CONTRACTOR'S negligence, the CONTRACTOR'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 CONTRACTOR'S insurance. The certificate 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.

8. CONTRACTOR'S Personnel Background. The CONTRACTOR understands that the work to be performed under this Agreement may involve CONTRACTOR'S personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults, as those terms as defined in RCW 43.43.830. The CONTRACTOR certifies that none of its personnel who will or may be given such access shall have:

A. been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or

B. been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or

C. been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or

D. had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

9. Records. The CONTRACTOR shall keep all records related to this Agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR 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 CONTRACTOR. Upon request, the CONTRACTOR 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 CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

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

11. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for and direction of the CONTRACTOR'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 CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between the CONTRACTOR and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

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

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

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

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY.

17. **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 CONTRACTOR for any breach of the Agreement by the CONTRACTOR, or for failure of the CONTRACTOR 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.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation

shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR 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 CONTRACTOR.

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

21. Entire Agreement. This Agreement represents the entire integrated Agreement between the CITY and the CONTRACTOR, 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. The standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporated exhibit. Where conflicting language exists, the CITY's terms and conditions shall govern.

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

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

By: _____
Title: _____
Date: _____

Approved by Department Manager:

For Loreen Hamilton

Approved by Risk Manager:

EXHIBIT A
SCOPE OF WORK

The CITY shall provide the following materials and equipment necessary to teach each class or program:

Provide access to rosters/attendance sheets prior to the start of the activity. Advertisement of programs on the City's website, in print materials, and on social media. The City reserves the right to send a representative to participate in the class free of charge as space permits.

The CONTRACTOR, agrees to provide all necessary labor and supplies to perform the following services for the City:

Instruct activities as outlined in Exhibit B. Maintain current CPR/First Aid certification, as well as any other required certifications specific to subject matter. Provide first-aid kit on site. Keep Emergency Action Plan at program site with current staff phone list. Maintain City of Redmond business license, provide proof of insurance \$2M, with Redmond listed as additional insured (see pages 4 & 5 of contract). Collect Medical Waivers from each participant at first class, keep them for the duration of the program and then submit with invoice upon course completion. Call your programmer with any questions.

EXHIBIT B
WORK SCHEDULE

The CONTRACTOR warrants and represents that it has sufficient personnel to provide the services set forth above

See attached ACTIVENET-Generated Report as part of Exhibit B.

**EXHIBIT C
PAYMENT**

For these services the City shall pay the Contractor at the Redmond -Resident Rate per participant as indicated below. Payable upon completion of the course.

Virtual Recreation Programs – Recreation programs that are available to participants online. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming.

Contract Split = 75% - Contracting Organization/25% - City

Hybrid Recreation Programs – Participants have the option of joining the class in person, or remotely. Contracting organization produces video and city best practices must be met. City advertises and accepts registration for programming. There may be limited spaces available for in-person classes based on COVID-19 Restrictions.

Contract Split Virtual Participants = 75% - Contracting Organization/25% - City

Contractor Split In-Person Participants = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (at city facility) – Participants attend program at a city facility.

Contract Split = 65% - Contracting Organization/35% - City

Traditional In-Person Recreation Programs (not at city facility) – Participants attend program at the facility of the Contracting Organization.

Contract Split = 70% - Contracting Organization/30% - City

Other (outlined below).

EXHIBIT D

CITY OF REDMOND PARKS AND RECREATION DEPARTMENT GOALS, OBJECTIVES, POLICIES, AND PROCEDURES

For Instructional Services Agreements

Our Vision

We build community through people, parks, and programs.

Our Mission

We are leaders in providing sustainable parks, innovative recreation services, unique art, and cultural experiences that contribute to the high quality of life in Redmond.

Our Values

Commitment to Service, Integrity, Accountability, Welcoming.

Goals and Objectives

The City of Redmond (COR), Parks and Recreation Department provides gathering spaces, activities, events, and learning experiences to meet the recreational needs of the Redmond community. Our goal is to contract with organizations that have a shared vision and will provide a variety of services/activities to create a robust and comprehensive recreational program to our community.

The following goals have been established:

1. To provide and engage participants in comprehensive, year-round recreation activities, classes, and special events designed to meet the needs of ALL, regardless of age, race, ethnicity, country of origin, sexual orientation, gender identity, ability, religion, income, political persuasion, or cultural practices.
2. To provide exceptional experiences with quality supervision and instruction in a welcoming environment that fosters social interaction, healthy lifestyle, cultural awareness, social equity, and greater connectivity to our community.

Class and Program Instruction Policies

The Contractor will:

1. Submit a program outline for approval to COR staff and will not deviate from the program without prior mutual approval.
2. Meet all deadlines for Activity Guide related information requested by the program administrator or coordinator.

**Page 12 - Non Public Work Instructional Services Agreement
City of Redmond, standard form**

3. Start and end activities on time and prepare accordingly.
4. Represent their organization and the COR in a professional manner. Dress appropriately and wear staff identification. Contractor will address all feedback in a calm and courteous manner.
5. Establish and enforce rules and regulations for participant conduct and facility use as approved by the COR Parks and Recreation Department. Abide by the COR Facility Code of Conduct.
6. Use only authorized facilities or equipment. Leave all facilities neat, clean, and secured.
7. Maintain a safe environment. Inspect facility before each activity and report any unsafe conditions to the department. Review emergency procedures with participants at the start of all classes, rentals, and events.
8. Provide competent supervision in accordance with the approved ratio of supervisor to student at all times. Supervisors will not leave participants or facility unattended at any time during the classes, rentals, or events.
9. Participants will not be dismissed early, and minors will not be left unsupervised. Supervisor will wait until a parent or guardian arrives for each minor.
10. Notify the COR Parks and Recreation Contract Administrator as far in advance as possible if you are unable to instruct a scheduled class. Notify the administrator or coordinator immediately of any unusual circumstances or complaints.
11. Notify your program contract administrator with the COR immediately of any accident, incident, or conflict. Complete and submit all appropriate reports and forms as required by the City. **In the case of an emergency situation, the contractor must notify the program contract administrator immediately.** If program staff cannot be reached directly, the contractor will call Customer Experience staff at 425.556.2300 and ask to be connected with a supervisor or manager.
12. Contractor or their employees may not speak to media without approval from the COR.
 - Employees and contractors are expected to be cordial and courteous with media and convey that the city is happy to assist with inquiries.
 - If contractors or their staff are contacted by the media, please don't discuss anything or give out any information. All inquiries will be handled by the COR

Communications Department. Please provide your Contract Administrator/Coordinator with the reporter's name and number and advise the reporter that you will pass their information to the COR Contract Administrator and that they will receive a call back shortly. If program staff cannot be reached, please call Customer Experience Staff at 425.556.2300 and ask to be connected with a Supervisor or Manager.

13. Contractor must obtain written approval to use the COR logo on print material, online, or social media. The logo is protected by copyright.
14. Contractor may only utilize participant information for communicating information to participants about COR programs. Due to the Public Records Act and Health Insurance Portability and Accountability Act (HIPAA), rosters containing personal information are not allowed to be used by contractors for their commercial use.
15. All roster report information is considered **confidential**. Contractor and their employees agree to secure and protect all participant information and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
16. Contractor will maintain accurate attendance counts and records of daily sign-in and sign-out of minors participating in programs. Sign-in sheets and waiver forms will be turned in to program staff with the invoice at the conclusion of the program. Contact your contract administrator or program staff for the best practices for sign-in/sign-out procedures for specific activities.
17. Redmond Parks and Recreation encourages and supports the participation of individuals with disabilities in our activities. It is the policy of the City of Redmond to make every reasonable effort to provide equal access to all City facilities, services, programs and activities for citizens with disabilities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.
18. Contractor agrees to work in conjunction with recreation program staff to make reasonable program modifications for individuals with disabilities. A program modification to an activity or class enables people with disabilities to fully participate in a program or event. Examples of modifications may include; interpretive services, modifications for a vision or hearing impairment, written class schedules, project instructions explained in alternate formats, and staff trained in environmental inclusion and inclusive programming.
19. Contractor must obtain approval from Program Contract Administrator prior to any trips away from program site.
20. Contractor agrees to attend City of Redmond Contractor Training prior to the start of classes and each time a contract is created or renewed.
21. COR provides fee assistance when a family or individual demonstrates financial need.

Contract Administration Procedure

1. **PROGRAM CANCELATION:** Individual activity minimums must be met five days prior to the scheduled activity or the activity will be canceled and part of the contract will be terminated. In lieu of cancelation, the City staff may extend an offer to the contractor to provide service for reduced compensation.
2. **CONTRACT PERIOD:** Unless otherwise specified, contracts run for one program period only. Contracts do not automatically renew.
3. A Task Authorization Agreement outlining the classes will be agreed to and submitted for each quarter listing the new activities.
4. **PROGRAM REGISTRATION:** Unless given specific authorization by the COR staff, the contractor shall not collect any additional fees, such as registration, supply, membership, or equipment fees. Individuals wishing to register must be directed to Parks and Recreation Customer Experience team or www.redmond.gov/parksrecreation. Individuals are not allowed to participate in programs unless they are officially registered.
5. **PURCHASING:** Unless given specific authorization by city staff, the contractor shall not purchase any equipment or supplies to be charged to or on behalf of the City.
6. **REFUNDS:** The Contractor will refer all participant requests for refunds to the Parks and Recreation Customer Experience team at 425-556-2300. Contractors will only be compensated for non-refunded participants.
7. **SNOW/INCLEMENT WEATHER:** Programs meeting in school facilities will automatically be canceled when schools are closed due to bad weather. Weekend programs or programs in city facilities will be canceled by the program contract administrator. Contractors will be contacted by the contract administrator but should also be trying to reach the contract administrator for updated information. Contractor is responsible for following the inclement weather procedures as specified by the COR program staff and assist in reaching participants if an activity is canceled due to adverse conditions.
8. **PHOTO/VIDEO RELEASE:** City of Redmond has the right to take and utilize photos/videos from classes and events to promote and advertise city programs. I agree that my participation in any publication and website produced by the City of Redmond confers upon me no rights of ownership whatsoever. I agree to hold the City of Redmond and its staff harmless for any liability arising out of photographs/videos taken during my classes and acknowledge my authority to sign on behalf of all other legal parties involved in my/our group.
9. **FORCE MAJEURE:** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and

to the extent its performance is prevented by reasons of force majeure. For the purposes of this Agreement, force majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials, including delays by or acts or orders of any governmental body or changes in laws or governmental regulations; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision; such notice shall release both parties from their future respective obligations under the Agreement, provided that written notice setting forth in detail the nature of any delay or suspension is given by such party to the other party within 72-hours of the order to cancel or reschedule the event or activity. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion may be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. The City reserves the right to cancel this Agreement in accordance with the "Completion of Work" and "Termination" sections of this Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor/Consultant shall have no recourse against the City.

CONTRACTOR

By: _____
Title: _____
Date: _____

CITY OF REDMOND

By: _____
Title: _____
Date: _____



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-102

Type: Committee Memo

TO: Internal Committee - Internal Services/Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2749
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DEPARTMENT STAFF:

Finance	Juliana Elsom	Finance Manager
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TITLE:

2021 Impact Fee Collection and Distribution Report

OVERVIEW STATEMENT:

This report is presented to meet the reporting requirements of RMC 3.10.190, Annual Impact Fee Report. The provision requires the Finance Department to prepare a report on each impact fee account showing the source and amount of all moneys collected, earned, or received, and the system improvements that were financed in whole or in part by the impact fees. The report is provided to Council after the completion of the annual financial report. The report is delayed due to the timing of the City's annual audit that concluded on January 24, 2023.

Staff will be present at the February 28th, 2023, Finance, Administration and Communications Committee of the Whole to answer any questions.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Per RMC 3.10.190 the City of Redmond Finance Department shall prepare a report on each impact fee account.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

In total, the City collected \$16,594,494 in impact fees (net of refund) in 2021 and spent \$4,019,304. The total collected and spent for each category is shown below:

	Collected	Spent	Balance
Transportation	\$11,785,725	\$1,500,889	\$24,934,196
Parks	\$ 4,443,901	\$2,518,415	\$ 9,085,493
Fire	\$ 364,868	\$0	\$ 1,385,918

Overall impact fee collections for 2021 increased from 2020 collections by \$10,638,748 or 179 percent (%). The increase is due to an increase in the total number of permits related to large developments underway. A total of \$2,932,095 was collected in 2021 for school impact fee and disbursed to Lake Washington School District.

Transportation

There are several transportation projects that received impact fee funding in 2021 as shown below. Transportation impact fees remaining at the end of 2021 totaled \$24,934,196.

152 nd Avenue NE Improvements	\$418,181
NE 40 th Shared Use Path	\$501,097
Transportation Master Plan	\$50,000
Traffic Counting	\$58,000
Redmond Way Bridge at 76 th	\$6,761
Couplet Conversion Bond Debt	\$466,850
TOTAL	\$1,500,889

Parks

Two parks projects received impact fee funding in 2021 as shown below. Parks impact fees remaining at the end of 2021 totaled \$9,085,493.

Senior Center Renovation	\$1,619,552
Downtown Park debt repayment	\$898,863
TOTAL	\$2,518,415

Fire

Fire Impact Fee remaining at the end of 2021 totaled \$1,385,918.

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-102

Type: Committee Memo

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/28/2023	Committee of the Whole - Finance, Administration, and Communications	Receive Information

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-102

Type: Committee Memo

Time Constraints:

Redmond Municipal Code section 3.10.190 Annual Impact Fee Report requires the Finance Department to report the revenues and expenditures associated with impact fees annually.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Impact Fee Annual Report - 2021 Impact Fee Summary

Attachment B: Impact Fee Activity Summary for 2021

2021 IMPACT FEE SUMMARY

Attachment A

TYPE	MONTH	BEGINNING BALANCE	FEES RECEIVED	INTEREST EARNED	AMOUNT DISTRIBUTED	ENDING BALANCE
PARKS	JAN	7,117,039.81	-	-		7,117,039.81
TRANSPORTATION	JAN	14,550,880.71	-	-		14,550,880.71
FIRE	JAN	1,015,286.45	-	-		1,015,286.45
LWSD	JAN	271,401.97	-	-	-	271,401.97
PARKS	FEB	7,117,039.81	894,888.81	7,627.52		8,019,556.14
TRANSPORTATION	FEB	14,550,880.71	577,192.20	14,963.14		15,143,036.05
FIRE	FEB	1,015,286.45	88,516.09	1,068.37		1,104,870.91
LWSD	FEB	271,401.97	341,184.00	445.63		613,031.60
PARKS	MAR	8,019,556.14	445,315.56	3,915.05		8,468,786.75
TRANSPORTATION	MAR	15,143,036.05	4,882,614.94	8,352.56		20,034,003.55
FIRE	MAR	1,104,870.91	50,914.00	536.91		1,156,321.82
LWSD	MAR	613,031.60	75,350.00	163.47	(613,031.60)	75,513.47
PARKS	APR	8,468,786.75	30,745.68	3,393.66		8,502,926.09
TRANSPORTATION	APR	20,034,003.55	46,375.50	8,022.88		20,088,401.93
FIRE	APR	1,156,321.82	770.04	462.68		1,157,554.54
LWSD	APR	75,513.47	90,420.00	33.19	(75,513.47)	90,453.19
PARKS	MAY	8,502,926.09	15,372.84	3,120.56		8,521,419.49
TRANSPORTATION	MAY	20,088,401.93	23,187.75	7,370.00		20,118,959.68
FIRE	MAY	1,157,554.54	385.02	424.51		1,158,364.07
LWSD	MAY	90,453.19	45,210.00	24.87	(90,453.19)	45,234.87
PARKS	JUN	8,521,419.49	502,630.78	3,362.88		9,027,413.15
TRANSPORTATION	JUN	20,118,959.68	674,538.51	7,841.55		20,801,339.74
FIRE	JUN	1,158,364.07	60,710.07	455.68		1,219,529.82
LWSD	JUN	45,234.87	120,625.00	31.79	(45,234.87)	120,656.79

2021 IMPACT FEE SUMMARY

Attachment A

TYPE	MONTH	BEGINNING BALANCE	FEES RECEIVED	INTEREST EARNED	AMOUNT DISTRIBUTED	ENDING BALANCE
PARKS	JUL	9,027,413.15	20,497.12	3,615.06		9,051,525.33
TRANSPORTATION	JUL	20,801,339.74	122,598.36	8,345.06		20,932,283.16
FIRE	JUL	1,219,529.82	513.36	487.91		1,220,531.09
LWSD	JUL	120,656.79	60,280.00	36.19	(120,656.78)	60,316.20
PARKS	AUG	9,051,525.33	1,281,757.42	4,200.04		10,337,482.79
TRANSPORTATION	AUG	20,932,283.16	4,045,904.19	9,947.27		24,988,134.62
FIRE	AUG	1,220,531.09	93,890.03	549.24		1,314,970.36
LWSD	AUG	60,316.20	861,705.00	199.77	(60,316.19)	861,904.78
PARKS	SEPT	10,337,482.79	56,367.08	3,455.22		10,397,305.09
TRANSPORTATION	SEPT	24,988,134.62	85,021.75	8,343.55		25,081,499.92
FIRE	SEPT	1,314,970.36	1,411.73	438.56		1,316,820.65
LWSD	SEPT	861,904.78	165,770.00	171.28	(861,904.77)	165,941.29
PARKS	OCT	10,397,305.09	15,372.84	3,468.33		10,416,146.26
TRANSPORTATION	OCT	25,081,499.92	23,187.75	8,364.36		25,113,052.03
FIRE	OCT	1,316,820.65	385.02	439.00		1,317,644.67
LWSD	OCT	165,941.29	45,210.00	35.19	(165,941.80)	45,244.68
PARKS	NOV	10,416,146.26	15,372.84	3,474.61		10,434,993.71
TRANSPORTATION	NOV	25,113,052.03	23,187.75	8,374.88		25,144,614.66
FIRE	NOV	1,317,644.67	385.02	439.28		1,318,468.97
LWSD	NOV	45,244.68	45,210.00	15.08	(45,244.67)	45,225.09

2021 IMPACT FEE SUMMARY

Attachment A

TYPE	MONTH	BEGINNING BALANCE	FEES RECEIVED	INTEREST EARNED	AMOUNT DISTRIBUTED	ENDING BALANCE
PARKS	DEC	10,434,993.71	1,165,580.00	3,334.18	(2,518,415.00)	9,085,492.89
TRANSPORTATION	DEC	25,144,614.66	1,281,916.62	8,553.67	(1,500,888.80)	24,934,196.15
FIRE	DEC	1,318,468.97	66,987.39	461.92		1,385,918.28
LWSD	DEC	45,225.09	1,081,131.00	192.42	(45,225.08)	1,081,323.43

	Net w/o Interest	Total Fees Rcvd	Total Int Earned	Refund/Spent/LWSD
PARKS	1,925,485.97	4,443,900.97	42,967.11	(2,518,415.00)
TRANSPORTATION	10,284,836.52	11,785,725.32	98,478.92	(1,500,888.80)
FIRE	364,867.77	364,867.77	5,764.06	-
LWSD Impact Fee		2,932,095.00	1,348.88	(2,123,522.42)

Impact Fee Activity Summary for 2021

Attachment B

Impact Fee Type	Beginning Balance 1-Jan-2021	Impact Fees collected during 2021	Refunds 2021	Net Amount Collected	Interest Earned	Impact Fees Spent in 2021	Ending Balance 31-Dec-2021
Transportation	\$ 14,550,881	\$ 11,785,725	\$ -	\$ 11,785,725	\$ 98,479	\$ (1,500,889)	\$ 24,934,196
Parks	7,117,040	4,443,901	-	\$ 4,443,901	42,967	(2,518,415)	\$ 9,085,493
Fire	1,015,286	364,868	-	\$ 364,868	5,764	-	\$ 1,385,918
Total	\$ 22,683,207	\$ 16,594,494	\$ -	\$ 16,594,494	\$ 147,210	\$ (4,019,304)	\$ 35,405,607



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-095

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2107
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DEPARTMENT STAFF:

Parks	David Tuckek	Deputy Director
Parks	Caroline Chapman	Parks Planning Manager

TITLE:

Demonstration Dog Park and Community Garden Expansion Update

OVERVIEW STATEMENT:

The purpose of this briefing is to provide information on the selection of Luke McRedmond Park as the site for the City's first Demonstration Dog Park project and plans for expanding community gardens at Juel Park for the 2023 growing season. The City of Redmond's Parks and Trails Commission raised interest in creating a demonstration dog park and expanding community gardens ('Puppies and Parsnips'), which was supported by Council as demonstrated by the allocation funding in the next biennium.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Adopted PARCC Plan (2017) identifies a dog park or off-leash area in the downtown as a midterm (2023-2030) project.
2023/2024 Budget includes \$102,000 for the implementation of a Demonstration Dog Park and \$72,000 for the implementation of community gardens.
- **Required:**
N/A
- **Council Request:**
Council Retreat Action Items

- **Other Key Facts:**

The need for an off-leash dog area comes with an increase in residents living in multifamily housing in the downtown urban center. These residents are often without access to suitable private outdoor space. With this growth, there has been anecdotal evidence of an increase in downtown parks and open spaces being used for dog walking and play which comes with more frequent issues with dog waste and conflicts between users. Signage has been placed reminding users these are not off-leash areas, and “pet stations” with dog waste bags have been made available to try and mitigate the impacts of additional dogs in the Downtown core.

OUTCOMES:

Development of a Demonstration Dog Park in Downtown

The intent of a demonstration project for off-leash dog areas are to: Assess the community desire and need for a new type of park facility, understand maintenance needs and community impact via temporary installation, assess potential sites for a permanent facility, and provide an off-leash dog area in the Downtown area as identified in the 2017 PARCC Plan and further supported by the 2023 PARCC Plan outreach.

Expand Garden Plots at Juel Park

In 2023, Juel Park is the best site to operationalize additional community garden plots. By expanding at the site that has existing infrastructure, new beds can be added more quickly and allow for users to take advantage of the 2023 growing season. New garden beds will expand the capacity of the system and support goals for local and sustainable food production.

Evaluation of Off-Leash Areas as Park Amenities

During the time the off-leash demonstration area is active, staff will solicit feedback from the community and users on their experience with this new type of amenity via Let’s Connect Redmond and QAlert. After the area is decommissioned, evaluation will look at benefits, impacts, and maintenance and operation’s needs. Results of the assessment will be shared with the Parks and Trails Commission and Council. At that time, and depending upon the evaluation, a decision will be made on the future of additional demonstration periods or locations or the opportunity to implement a more permanent facility.

Evaluation of Additional Sites for Community Gardens

City Staff will evaluate other park sites that would accommodate community gardens, with a focus on urban locations.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

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

The concept off leash dog area was originally raised in the adopted 2017 PARCC Plan, which underwent substantial community outreach and involvement.

Fall 2021: Parks and Trails Commission Sub-Committee “Puppies and Parsnips”

Spring 2022: Community outreach via the PARCC Plan online questionnaire and mailed survey.

Summer 2022: Intercept event in Downtown and Derby Days tabling feedback focused on potential off-leash dog area locations and levels of support.

Planned for Duration of Operations:

- Staff will utilize the city’s Q-Alert software to track and evaluate feedback on the off-leash area from community members.

- Online questionnaire will be open throughout the run of the off-leash area to gather more robust feedback on considerations and concerns regarding the area.
- Parks Staff and EUSD will collaborate on an educational campaign around dog waste and impacts on the environment at this site.

- **Outreach Methods and Results:**

Dog parks were one of the highest frequency comments in the 2023 PARCC Plan Update survey and received strong interest and enthusiasm from the community. 44% of respondents say they currently use Redmond's Parks for exercising their dogs. When a wide variety of park improvements were listed in the survey, 38% of respondents stated they believed the city needed additional off-leash facilities, and approximately 59% of all respondents were either supportive or very supportive of adding off-leash areas to existing park facilities. There is also strong community support for additional community gardens as demonstrated by demand and the results of the PARCC Plan.

- **Feedback Summary:**

Additional feedback from the PARCC Plan Survey is available at [LetsConnectRedmond.com/PARCC](https://letsconnectredmond.com/PARCC)

The results of the outreach planned during operations will be determined after the project is decommissioned.

BUDGET IMPACT:**Total Cost:**

\$102,000 is budgeted for the implementation, operations, and evaluation of a Demonstration Dog Park in the 2023/24 budget.

\$72,000 is budgeted for the implementation and operations of expanded community gardens in the 2023/24 budget

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

CIP

Budget Priority:

Healthy & Sustainable

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

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:**Previous Contact(s)**

Date	Meeting	Requested Action
N/A		

Proposed Upcoming Contact(s)

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

Time Constraints:

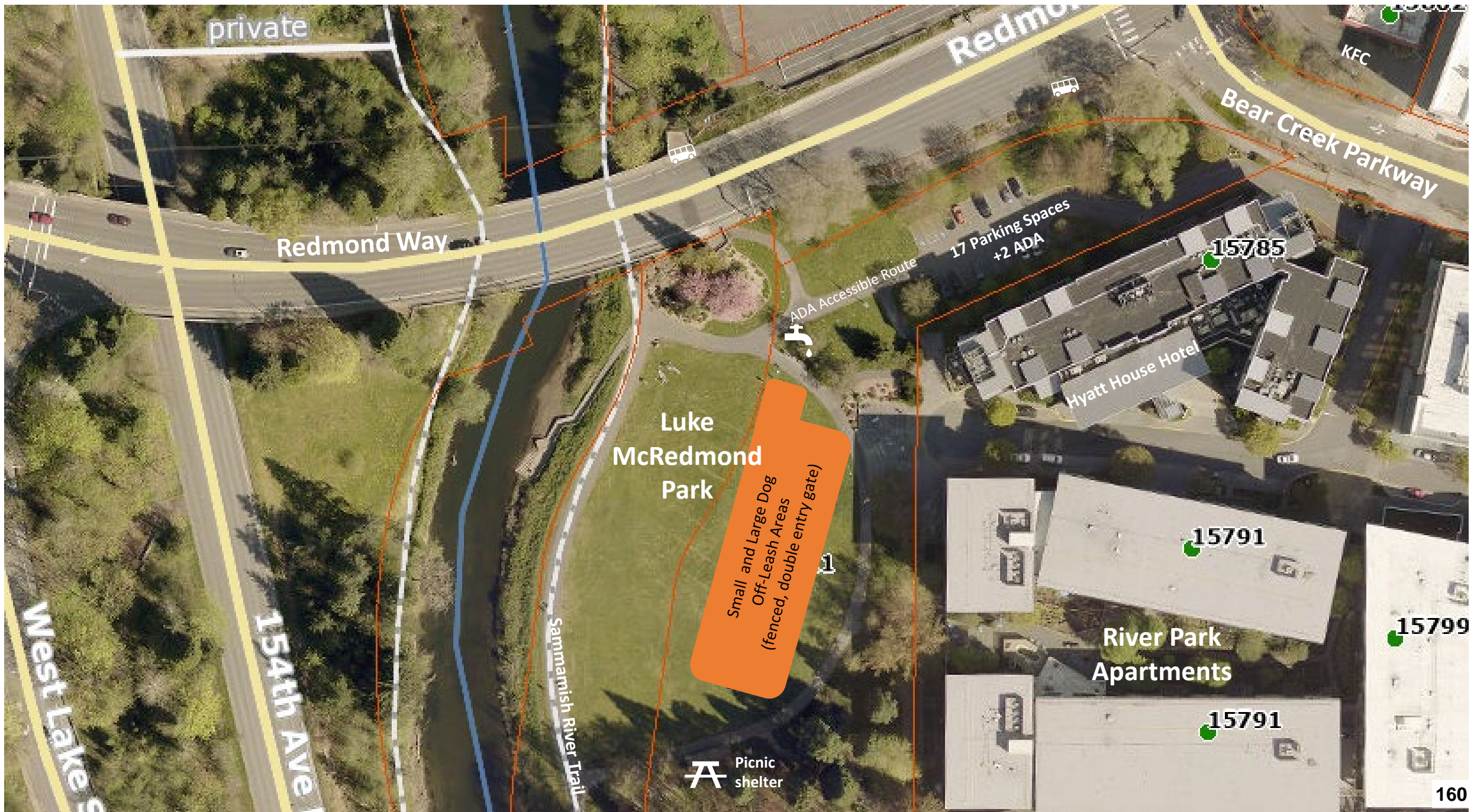
Parks Maintenance and Operations Staff will begin purchasing materials once Council has been briefed. Aim is for a spring (April/May) opening.

ANTICIPATED RESULT IF NOT APPROVED:

Demonstration Dog Park and additional garden space would not be available to the public in 2023.

ATTACHMENTS:

- A. Draft Site Plans for Luke McRedmond & Juel Park
- B. Demonstration Dog Park potential site evaluations



private

Redmond

KFC

Bear Creek Parkway

Redmond Way

West Lake S

154th Ave

Sammamish River Trail

Luke
McRedmond
Park

Small and Large Dog
Off-Leash Areas
(fenced, double entry gate)

ADA Accessible Route

17 Parking Spaces
+2 ADA

Hyatt House Hotel

15785

15791

River Park
Apartments

15791

15799

Picnic
shelter

160



Juel Park

Adding:

- ~10 additional garden plots
- More accessible route from parking area
- 4-5 plots that accessible for mobility devices
- Fencing around new garden area
- Picnic table by new plots
- Small tool shed

Demonstration Dog Park Site Evaluations

Locations Evaluated	Evaluation
Luke McRedmond Landing	Close to high density housing, does not impact habitat or disrupt existing park uses, most support from the community outreach, parking space and multimodal access, allowed use in park classification.
RCC Linear Park	Proximate to high density housing, does not impact habitat or existing park uses. Moderate support from community, narrow/limited square footage for off-leash area and near residences which could cause nuisance.
Anderson Park	Proximate to high density housing, does not impact habitat, and moderate support by community in outreach. May disrupt existing park uses.
Municipal Campus	Close to high density housing and would not disrupt existing park uses (outside of events). Due to construction, should not be considered as a potential location until after 2024.
Dudley Carter Park	Close to high density housing, does not impact habitat. Limited community support, smaller in size, no parking.
Downtown Park	Close to high density housing, does not impact habitat. Would disrupt existing park usage. Not supported by community.
Heron Rookery	Close to high density housing. Limited “eyes on the space” poses safety concern, limited accessibility, not allowed under current park classification (Natural Resource Park).

Redmond Town Center Open Space and Old Redmond Schoolhouse sites in the Downtown neighborhood were also evaluated but were not pursued due to non-city ownership.



Memorandum

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-086

Type: Committee Memo

TO: Committee of the Whole - Parks and Environmental Sustainability

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Parks	Loreen Hamilton	425-556-2336
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DEPARTMENT STAFF:

Parks	Zach Houvener	Recreation Business Manager
Parks	Brittany Pratt	Events and Marketing Supervisor

TITLE:

Redmond Lights 2022 Recap

OVERVIEW STATEMENT:

Redmond Lights is a celebration of art and light that reflects the diverse cultural traditions of the Redmond community. This event continued in 2022 as a month-long installation in Downtown Park with three additional in-person celebration nights. From December 1 - January 4, Redmond community members enjoyed art and light installations at Downtown Park. Friday Night Celebrations featured diverse live entertainment, a kid's light promenade, and booths from local businesses and community organizations. The community was also invited to participate in the business window decorating contest, blinker stops, kids coloring contest, and home lighting contests.

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

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
PARCC Plan, Cost of Service Methodology
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
This is a recap of the 2022 Redmond Lights events experience to PES.

OUTCOMES:

Traditionally, Redmond Lights brings the community together on the municipal campus to celebrate diverse winter traditions through lights, art, performances, and a luminary walk. Starting in 2020, the event was reimagined to allow for COVID-19 safety protocols and to relocate the event for planned construction at the event site. Construction continues to impact the event site into 2022 and beyond, and the event was again held as a month-long installation of art and light at Downtown Park with the additional three in-person, live event nights.

Event elements included:

- Art and light installations at Downtown Park December 1 - January 4
- Friday Night Celebrations on Dec. 2, 9, and 16 in Downtown Park with live entertainment and activities
- Blinker distribution through collaboration with local businesses adjacent to Downtown Park
- Participatory community experience including Kids Coloring Contest and Home Lighting Contests
- Collaboration with local businesses for Business Window Decorating Contest
- Collaboration with Redmond Town Center through the lighting of Cleveland and 164th, window decorating, blinker stops, kids' coloring contest, and Santa
- People's choice voting for Business Window Decorating Contest and Home Lighting Contest
- Kids Light Promenade through Downtown Park on first Friday Night Celebration
- 7 live performances at three Friday Night Celebrations
- 45 interactive booths at Friday Night Celebrations

The following outcomes were achieved:

- 17 temporary art installations at Downtown Park
- 34 days of lighting at Downtown Park and along Cleveland and 164th to Redmond Town Center
- 45 interactive booths at Friday Night Celebrations
- 7 live performances at Friday Night Celebrations
- 400+ participants in the first Kids Light Promenade
- 54 volunteers at Friday Night Celebrations
- 11 Sponsors
- 10,000 blinkers distributed through collaboration with 19 local businesses and organizations
- 13 local business entries into the Business Window Decorating Contest (up 30% over 2021)
- 822 entries into the Kids' Coloring Contest (30% increase over 2021)
- 27,000+ visits to www.redmond.gov/RedmondLights
- 5,800+ approximate Friday Night Celebrations attendees

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 - Outreach to local businesses, sponsors, and community organizations: Aug. 2022 - Nov. 2022
 - News Release: Nov. 1, 2022
 - Launch of social media campaign: Oct. 13, 2022
 - Event Start: Dec. 1, 2022
 - Event Tear Down: Jan. 5, 2023
- **Outreach Methods and Results:**

- Business Outreach
 - 3+ in-person visits to all businesses in Downtown Park area by Parks staff
 - 3+ email blasts to all Downtown Park-area businesses
 - 5,000 postcard notifications to downtown businesses and residents
 - Utility bill inserts to Redmond businesses and residents
 - 10+ social media posts and email newsletter posts
- Community Outreach
 - Emails to 40+ religious/community organizations
 - 15+ stories in Parks email newsletter and City email newsletter
 - Utility bill inserts October - December
 - 30+ social media posts with expansion to new Instagram platform
 - Dedicated Redmond Lights website with 27,000+ page views
 - Community survey in-person at event and online
 - Banners at community centers and Bear Creek intersection
 - Posters delivered to Redmond Town Center, Downtown, and Bella Bottega businesses
 - Ads in local arts periodical
- **Feedback Summary:**

Feedback from the community survey, customer service channels, and social media reflects support for the lighting and art installations in Downtown Park, with a particular interest and support for the Kids Light Promenade. Participants indicated approval for a return to in-person elements; however, in future years, many desire a return to the luminary walk once construction schedules allow. Several comments expressed concern regarding the sustainability of the blinker program.

BUDGET IMPACT:**Total Cost:**

\$166,000

Offset by Revenue: \$50,000 LTAC for Community Events, \$6,100 event fees, \$85,000 sponsorship, \$7,500 4Culture Grant, \$42,500 LTAC for Arts = \$191,000

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

000249 - Arts & Community Events

Budget Priority:

Vibrant & Connected

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

N/A

Funding source(s):

- Arts Activity Fund (011)
 - LTAC Grant - \$42,500
 - 4Culture Grant - \$7,500
- Events Activity Fund (013)

Date: 2/28/2023

Meeting of: Committee of the Whole - Parks and Environmental Sustainability

File No. CM 23-086

Type: Committee Memo

- Staffing costs
- Sponsorships - \$85,000
- Event Fees - \$6,100
- LTAC Grant - \$50,000

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

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

Proposed Upcoming Contact(s)

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

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A