

# City of Redmond



## Agenda

Tuesday, January 14, 2025

4:30 PM

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

## Committee of the Whole - Finance, Administration, and Communications

### Committee Members

*Steve Fields, Presiding Officer*

*Jeralee Anderson*

*Jessica Forsythe*

*Vanessa Kritzer*

*Angie Nuevacamina*

*Osman Salahuddin*

*Melissa Stuart*

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

**AGENDA**

ROLL CALL

1. SQL Server Database Administration Managed Services [CM 25-008](#)  
[Attachment A: Contract](#)  
*Department: Technology and Information Services, 5 minutes*  
*Requested Action: Consent, January 21st*
2. Data Governance and Strategy Assessment [CM 25-009](#)  
[Attachment A: Contract](#)  
*Department: Technology and Information Services, 15 minutes*  
*Requested Action: Consent, January 21st*
3. The Edge Advisory Group Respect, Equity, Diversity, and [CM 25-586](#)  
Inclusion (REDI) Contract  
[Attachment A: REDI Strategic Plan](#)  
[Attachment B: Edge Advisory Group Scope of Work and Contract](#)  
*Department: Executive, 10 minutes*  
*Requested Action: Consent, January 21st*
4. Informing Council on the Outcome of Crisis Communications [CM 25-588](#)  
Support Request for Proposal (RFP) Process  
[Attachment A: Contract](#)  
*Department: Executive, 10 minutes*  
*Requested Action: Informational*

ADJOURNMENT

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



Memorandum

**Date:** 1/14/2025

**File No.** CM 25-008

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

**Type:** Committee Memo

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

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Technology and Information Services	Michael Marchand	425-556-2929
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**DEPARTMENT STAFF:**

Technology and Information Services	Melissa Brady	Enterprise Data and GIS Manager
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**TITLE:**

SQL Server Database Administration Managed Services

**OVERVIEW STATEMENT:**

The City currently uses a managed services contract to manage and administer our SQL Server Database environment. We have been using the current vendor for 8 years to augment our internal staff that don't have the capacity to manage this system. Our current contract expired in October 2024 and we are asking Council to approve another 2 year contract. In addition, we are asking this to be sole source since we have an established relationship with the current vendor and they are experts on our database architecture and the associated databases.

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

**REQUESTED ACTION:**

- Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

This managed services contract keeps our SQL Server Database environment up to date and safe and secure. This

environment supports our enterprise business systems such as D365, Eden, Springbrook, Lucity, and EnerGOV.

**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:**

\$71K/Year for two years

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

**Budget Offer Number:**

2025-2026 Budget Offer 0000294

**Budget Priority:**

Strategic and Responsive

**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	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
1/21/2025	Business Meeting	Approve

**Time Constraints:**

Existing Contract expired October 2024 and we are currently using the vendor on a month to month basis until we can get a new contract approved.

**ANTICIPATED RESULT IF NOT APPROVED:**

If we were unable to procure SQL Server Database Administration Managed Services, we would have to convert an existing FTE to a database administrator requiring us to pull staff off other projects and priorities delaying projects such as CIP Project Management, UKG HR/Payroll.

**ATTACHMENTS:**

Attachment A: Contract

**TIS CONSULTANT SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into between the City of Redmond, Washington, hereinafter called "the CITY", and Centrilogic, whose principal place of business is located at 28 Mansfield Street, Rochester, NY 14606, hereinafter called "the CONSULTANT". The CITY and the CONSULTANT are each individually a “party” and collectively the “parties.

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

**WHEREAS**, the CITY does not have sufficient staff or expertise to perform the services, and therefore deems it advisable and desirable to engage the assistance of the CONSULTANT to provide the necessary services; and

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

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

**1. Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the schedule and scope of work attached hereto as **Exhibit 1** and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. A failure to complete the work according to **Exhibit 1**, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

**2. Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in **Exhibit 1**, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days submittal, unless the CITY gives notice that the invoices is in dispute. In no event

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City of Redmond**

shall the total of all invoices paid exceed the maximum amount set forth in **Exhibit 1**, and the CONSULTANT agrees to perform all services contemplated by this Agreement for no more than said maximum amount.

**3. Duration.** This Agreement shall be in full force and effect for a period commencing February 1<sup>st</sup>, 2025, and ending December 31<sup>st</sup>, 2026, unless sooner terminated under the provisions hereinafter specified.

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

**5. Extra Work.**

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

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

**C.** Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 14. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

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

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

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

**8. Indemnity.**

**A.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the Services required by this Agreement including but not limited to a breach of the Agreement by CONSULTANT, a violation by CONSULTANT of any information security and private statute or regulations, and any data breach by CONSULTANT, provided, however, that:

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

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

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

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

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



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C. If any of the services, software or deliverables are, or in CONSULTANT'S opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if CITY'S or any Authorized User's use of the services, software or deliverables is enjoined or threatened to be enjoined, CONSULTANT may, at its option and sole cost and expense:

i. obtain the right for CITY to continue to use the Services, Software and Deliverables materially as contemplated by this Agreement;

ii. modify or replace the services, software and deliverables, in whole or in part, to seek to make the services, software and deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or

iii. by written notice to CITY, terminate this Agreement with respect to all or part of the Services, Software and Deliverables, and require CITY to immediately cease any use of the Services, Software and Deliverables or any specified part or feature thereof, provided that if such termination occurs, CONSULTANT shall refund any prepaid fees to CITY and provide transition services free of charge.

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

A. Insurance Coverages:

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

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

iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;

iv. Cyber liability insurance with coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate which shall include but not be limited to coverage, including defense, for the following losses or services:

as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted (collectively "City Data").

(a) Network security liability arising from: (1) the unauthorized access to, use of, or tampering with computer systems, by an outside party, including hacker attacks or a virus introduced by a third party; or (2) the inability of an authorized third party to gain access to supplier systems and/or City Data, including denial of service, unless caused by a mechanical or

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electrical failure; (3) introduction of any unauthorized software computer code or virus causing damage to City Data or any other third party data.

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

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

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

**10. Records.**

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

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

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

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

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

**14. Termination.** The CITY reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Section 12 above. In the event that this Agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

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

**22. Entire Agreement.** This Agreement, and the exhibits listed below, represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

A. Exhibit 1 – Scope of Work and Fee Schedule

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

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

- A. This Consulting Services Agreement.
- B. City of Redmond Information Privacy, Security and Access Agreement (IPSA).
- C. CONSULTANT’S Order Form or Scope of Work.

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

CONSULTANT:

CITY OF REDMOND:

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

\_\_\_\_\_  
Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## **Exhibit 1: Scope of Work with Task Schedule and Cost**

### **SQL Server Database Administration Managed Services 2025-2026**

Centrilogic (formerly ManageForce) will provide both reactive and proactive SQL Server Database Administration Services for the tasks listed below.

- Performance Management
- Incident Management
- Problem Management
- New SQL Server Installs
- SQL Server Updates
  - Service Packs
  - Security Updates
  - Version Upgrades
- Data Management
  - Backup
  - Recovery
- Space Management
- Deployment of new databases or data elements (tables, views, stored procedures, jobs, etc.)
- Consulting on new SQL Server feature selections

#### **Hours of Operation:**

ManageForce will provide SQL Server Database Administration Support during these hours of operation:

##### Service Level – Standard

- 8:00am to 5:00pm PT – Lights-On
- 5:01pm to 7:59am PT – Lights-Out
- U.S. Federal Holidays and Weekends – Lights-Out
- Maintenance Windows: TBD

#### **Lights-On Support Defined**

Lights-On support is defined as normal work hours and will be when ManageForce personnel are directly available to Customer on an as needed basis to collaborate on all existing, and planned, service activities. If possible, the majority of communications between ManageForce and Customer should be conducted during this period. ManageForce’s primary and secondary account personnel are scheduled to work during this time and are available to the Customer. This time period is when all meetings, planning, and activity scheduling occurs.

#### **Lights-Out Support Defined**

During this period ManageForce is “on-call.” Response time to these events is based upon the severity of the event. ManageForce will also utilize the time during this period to perform scheduled work and maintenance as defined during the Lights-On Support period and the Maintenance Windows.

#### **Service Level Agreement**

ManageForce will respond to incidents and service requests based on the following service level agreement.

### Severity 1

A Severity 1 problem represents a catastrophic problem in the Customer's production systems - Applications unavailable, business unable to operate.

Examples include a complete loss of service, crashed production systems, or a production system that hangs indefinitely. No workaround exists. Customer cannot continue essential operations.

- Lights-On response time is maximum of 30 Min from identification of problem until event resolution begins
- Lights-Out response time is maximum of 1 hour from identification of problem until event resolution begins

### Severity 2

A Severity 2 problem represents a high-impact problem in the Customer's production systems. Essential operations are seriously disrupted, but a workaround exists which allows for continued essential operations. Performance not meeting Customer's expectation

- Lights-On response time is maximum of 1 hour from identification of problem until event resolution begins
- Lights-Out response time is maximum of 4 hours from identification of problem until event resolution begins

### Severity 3

A Severity 3 problem represents a lower impact problem on a production system that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality. Customer can continue essential operations. Severity 3 problems also include all problems on non-production systems, such as test and development environments. Non-critical request / administration. There is no impact on the quality, performance, or functionality of the production system.

- Lights-On response time is maximum of 24 hours from identification of problem until event resolution begins
- Lights-Out response time is not applicable

### Severity 4

A Severity 4 request is for questions or activities that need to be scheduled in the future. Recommendations for timelines are nice to have and can be submitted via ticketing system.

## TASK SCHEDULE

*January 2025- December 2026*

## TASK COST

*\$5,885/month for all production support related work described in the Task Scope (based upon the estimate of 87 hours per quarter, any additional hours needed each quarter will be billed time and materials at the rate of \$175/hour). Any DBA project work outside of that scope will be on a time & materials basis at the following rates:*

<b>Role</b>	<b>Rate</b>
<b>Solutions Architect</b>	<b>\$200</b>

<b>Project Manager</b>	\$195
<b>Analytics Engineer</b>	\$195
<b>Data Engineer</b>	\$185
<b>SQL DBA/Developer</b>	\$175



INFORMATION PRIVACY, SECURITY AND ACCESS  
AGREEMENT

This Information Privacy, Security, and Access Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and Centrilogic, 28 Mansfield Street, Rochester NY 14606 (“Consultant”) as of the date last signed below (the “Effective Date”) and hereby supplements the attached agreement between City and Consultant (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Consultant pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to exemption from disclosure under Chapter 42.56 RCW.

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

**1. Definitions.**

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

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

c. “City software systems” means the systems, solutions (COTS and custom developed), applications and platforms used to support the management, operation and development of City activities.

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

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

**2. Standard of Care.**

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

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

**3. User Access to City Data.**

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

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

**4. Use of Subconsultants or Agents.**

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

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

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

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

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

b. Consultant may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Consultant and subject to Section 5.c.

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

**6. Privacy.**

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

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

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

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Consultant represents and

warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Consultant's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

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

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

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

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

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

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

d. To the extent that the Services include software that was developed, in whole or part, by Consultant, then Consultant shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality

assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

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

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

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

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

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

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

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

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

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

a. Consultant shall maintain a data breach plan in accordance with the criteria set forth in Consultant’s privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington’s data breach notification laws codified at RCW 19.255.010 and RCW 42.56.590. Without limiting the generality of the foregoing, Consultant shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Consultant. Consultant shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Consultant shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Consultant shall comply with the breach requirements contained in the Business Associate Agreement.

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

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

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

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

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

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

mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

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

**11. City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

**12. Term and Termination.**

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

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

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

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

c. Effect of Expiration or Termination.

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

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Consultant shall return to City all City Data in a format and structure

acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Consultant shall comply with any transition service requirements described in the Underlying Agreement.

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

iv. Consultant agrees to certify that City Data, including City Data held by subconsultants, has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Consultant or subconsultants, maintain City Data within 45 days of receiving City's request that the City Data be returned, deleted, or destroyed. Consultant shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

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

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

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

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

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



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

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

**15. Indemnification.** Consultant shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Consultant; (ii) a violation by Consultant of any information security and privacy statute or regulations; or (iii) any Data Breach by Consultant.

**16. Miscellaneous.**

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

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

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

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

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of

IPSA  
City of Redmond

this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

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

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

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

[Signature Page to Follow]

IPSA  
City of Redmond

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

**Consultant**

**City of Redmond**

Centrilogic  
28 Mansfield Street  
Rochester, NY 14606

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

EXHIBIT A  
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: \_\_\_\_\_ Name of Consultant: \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Date



Memorandum

**Date:** 1/14/2025

**File No.** CM 25-009

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

**Type:** Committee Memo

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

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Technology and Information Services	Michael Marchand	425-556-2929
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**DEPARTMENT STAFF:**

Technology and Information Services	Melissa Brady	Enterprise Data and GIS Manager
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**TITLE:**

Data Governance and Strategy Assessment

**OVERVIEW STATEMENT:**

I would like to provide an update to the Council on our progress in developing a Data Governance Program. We are partnering with our database vendor, Centrilogic, to conduct a seven-to-nine-week data governance assessment. This assessment will initially focus on two datasets: HR and Permitting. The goal is to establish a comprehensive data governance framework, identify any maturity gaps, develop key data governance policies, define the program, and create a supporting roadmap.

This effort will serve as the foundation for a city-wide data governance program, with lessons learned from these two datasets, the mentoring of internal data champions, and a scalable framework that can be applied to other city departments.

Please note that I will bring the contract to the Council for approval at a later time, and there will be opportunities for further discussion.

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

**REQUESTED ACTION:**

**Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**

Committee of the Whole - FAC, 4/8/2024

• **Other Key Facts:**

N/A

**OUTCOMES:**

**Improved Decision-Making:** When data is consistent, reliable, and accessible, decision-makers can make faster and more informed choices.

**Operational Efficiency:** With clear policies in place, we reduce duplications, errors, and unnecessary delays in workflows.

**Compliance & Risk Mitigation:** Data governance helps us comply with legal and regulatory requirements, especially around privacy and security, reducing the risk of penalties.

**Data-Driven Culture:** This program will empower our teams to use data more effectively, fostering a culture of transparency and accountability.

**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:**

\$112,400

**Approved in current biennial budget:**

Yes

No

N/A

**Budget Offer Number:**

0000294

**Budget Priority:**

Strategic and Responsive

**Other budget impacts or additional costs:**

Yes

No

N/A

**If yes, explain:**

N/A

**Funding source(s):**

General Fund - One Time

**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
1/21/2025	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

The City will still proceed with developing a Data Governance Program however it will take longer without outside consultant help.

**ATTACHMENTS:**

Attachment A: Contract

**TIS CONSULTANT SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into between the City of Redmond, Washington, hereinafter called "the CITY", and Centrilogic, whose principal place of business is located at 28 Mansfield Street, Rochester, NY 14606, hereinafter called "the CONSULTANT". The CITY and the CONSULTANT are each individually a “party” and collectively the “parties.

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

**WHEREAS**, the CITY does not have sufficient staff or expertise to perform the services, and therefore deems it advisable and desirable to engage the assistance of the CONSULTANT to provide the necessary services; and

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

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

**1. Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the schedule and scope of work attached hereto as **Exhibit 1** and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. A failure to complete the work according to **Exhibit 1**, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

**2. Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in **Exhibit 1**, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days submittal, unless the CITY gives notice that the invoices is in dispute. In no event



**TIS Consulting Services Agreement  
City of Redmond**

shall the total of all invoices paid exceed the maximum amount set forth in **Exhibit 1**, and the CONSULTANT agrees to perform all services contemplated by this Agreement for no more than said maximum amount.

**3. Duration.** This Agreement shall be in full force and effect for a period commencing February 1<sup>st</sup>, 2025, and ending December 31<sup>st</sup>, 2026, unless sooner terminated under the provisions hereinafter specified.

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

**5. Extra Work.**

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

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

**C.** Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 14. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

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

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

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

**8. Indemnity.**

**A.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the Services required by this Agreement including but not limited to a breach of the Agreement by CONSULTANT, a violation by CONSULTANT of any information security and private statute or regulations, and any data breach by CONSULTANT, provided, however, that:

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

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

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

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

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

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C. If any of the services, software or deliverables are, or in CONSULTANT'S opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, or if CITY'S or any Authorized User's use of the services, software or deliverables is enjoined or threatened to be enjoined, CONSULTANT may, at its option and sole cost and expense:

i. obtain the right for CITY to continue to use the Services, Software and Deliverables materially as contemplated by this Agreement;

ii. modify or replace the services, software and deliverables, in whole or in part, to seek to make the services, software and deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or

iii. by written notice to CITY, terminate this Agreement with respect to all or part of the Services, Software and Deliverables, and require CITY to immediately cease any use of the Services, Software and Deliverables or any specified part or feature thereof, provided that if such termination occurs, CONSULTANT shall refund any prepaid fees to CITY and provide transition services free of charge.

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

A. Insurance Coverages:

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

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

iii. Professional Liability/Errors and Omissions Insurance (including Technology Errors and Omissions) of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;

iv. Cyber liability insurance with coverage of not less than \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate which shall include but not be limited to coverage, including defense, for the following losses or services:

as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted (collectively "City Data").

(a) Network security liability arising from: (1) the unauthorized access to, use of, or tampering with computer systems, by an outside party, including hacker attacks or a virus introduced by a third party; or (2) the inability of an authorized third party to gain access to supplier systems and/or City Data, including denial of service, unless caused by a mechanical or

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electrical failure; (3) introduction of any unauthorized software computer code or virus causing damage to City Data or any other third party data.

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

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

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

**10. Records.**

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

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

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

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

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

**14. Termination.** The CITY reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Section 12 above. In the event that this Agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

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

**22. Entire Agreement.** This Agreement, and the exhibits listed below, represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

A. Exhibit 1 – Scope of Work and Fee Schedule

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

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

- A. This Consulting Services Agreement.
- B. City of Redmond Information Privacy, Security and Access Agreement (IPSA).
- C. CONSULTANT’S Order Form or Scope of Work.

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

CONSULTANT:

CITY OF REDMOND:

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

\_\_\_\_\_  
Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney



**Centrilogic**



**Redmond**  
WASHINGTON

# EXHIBIT 1

## STATEMENT OF WORK - APPLICATIONS

### City of Redmond Data Governance & Strategy

November 19, 2024

Matthew Poole  
Sales Director  
p: 630-592-4226  
e: mpoole@centrilogic.com  
28 Mansfield Street  
Rochester, NY 14606

T: (585) 277-1320  
F: (585) 277-1321

Omar Butt  
SVP, Digital & Data  
p: 647-620-3260  
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Rochester, NY 14606

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<b>Client:</b>	City of Redmond
<b>Project Name:</b>	Data Governance & Strategy
<b>Current Centrilogic ORD#</b>	

<b>Requested by:</b>	Melissa Brady	<b>Assigned To:</b>	Omar Butt
<b>Date:</b>	October 17, 2024	<b>Approval Required By:</b>	

## PROJECT DESCRIPTION

### Project Background

As various City departments plan to increase their capture and usage of data for the purposes of more automated reporting and undertaking AI initiatives in the near future, City’s Council is keen on understanding the data management and governance capability gaps and plan to remediate these gaps.

A vision and roadmap for Data Governance is likely becoming imminent to understand the gaps and how address these gaps. The city administration is looking to identify the approach to addressing this immediate need with the right delivery partner.

The City has requested to perform a comprehensive data governance assessment that clearly identifies and prioritize data governance gaps based on the needs and vision of the future, with particular focus on key policies and standards that are foundational for data management and a directional roadmap to drive the vision forward.

**Project Definition:** We will engage with the City to conduct a seven to nine weeks data governance assessment focusing only on a couple of city departments: Fire and Planning Department with support from the Technology group. The outcome will be a comprehensive data governance framework definition, target state mature gaps, key data governance policies required immediately, a data governance program definition and a supporting roadmap. This will enable the city to set the foundation for a city-wide data governance program, by leveraging two key departments, coach internal data champion, and establish a reusable framework for other city departments.



## PROJECT SCOPE

### **Business and Functional Scope of Assessment:**

- City Departments: Fire and Planning departments, with support from Technology group.
- Data Domains: HR Employee Data and City Planning Permit & Development Data
- Data collection & validation across the departments:
  - 8 - 10 one-on-one discussions
  - 6 - 8 focus group workshops (3 to 5 per group)
  - ~20-30 DG Maturity Survey
- DG Framework, areas of focus for maturity assessment:
  - Data Policies & Standards
  - Data Stewardship Model
  - Data Catalogue Management
  - Data Management Lifecycle
  - Data Access and Protection

### **Current State Understanding:**

- Understand the City's strategic Data & AI priorities, including near/long-term priorities and vision in one-on-one discussions with key leaders.
- Understand the City's organization, key stakeholders, leaders and teams.
- Understand the issues and risks related to the management and use of data.
- Conduct DG maturity assessment to capture current state and desired future state by means of Workshops (2-4 sessions) and Surveys
- Capture the DG gaps across the organization based on feedback
- **Key Outcomes**
  - Maturity assessment and key gaps
  - Summary of key future state data gov needs
  - Summary of key risk & challenges

### **Future State Definition:**

- Capture the DG gaps across the organization based on feedback
- Identify list of key governing documents to be developed (this includes policies, standards, guidelines, and processes) based on gaps & risks.
- Define governing and operating/stewardship model including key roles and personas
- Conduct workshops to validate and refine the outcomes (2-3 sessions)
- **Key Outcomes**
  - Summary of DG capability gaps to get to the desired target state
  - Summary of the future state DG priorities to enable business needs.

### **Data Governance Foundation:**

- Define up to five prioritized data governance policies documents
- Define key data standard and process for onboarding new data source, including
  - Data stewardship,



- Data cataloguing,
- Data classification
- Identify the organization change and data literacy needs.
- Identify DG tooling options hypothesis
- Pilot implementation of sample data governance process in selected DG tool
- Conduct workshops to validate and refine the outcomes (2-3 sessions)
- **Key Outcomes**
  - High-Level DG Operating model
  - DG tool options and hypothesis
  - Future state DG capability framework & process hypothesis

## Data Governance Roadmap:

- Develop a repeatable playbook for data governance framework reusability for other departments
- Outline the other required policies, standards and processes to be defined
- Develop directional roadmap for future data governance definition activities
- Conduct executives debrief session for closure and report-out
- **Key Outcomes**
  - High-level recommendation on future DG initiatives
  - Playbook for rolling out data governance to other departments

## OUT-OF-SCOPE DELIVERABLES

- Implementation of data governance or data management tools that will be used organization wide or fully productionized.
- Implementing, fixing or developing any software or hardware product
- Any other tangible or deliverable not explicitly listed as in-scope for this project.
- Any procurement, maintenance, support, management, configuration, integrations, hands-on or guided changes, troubleshooting, and/or remediation of the existing ERP solution, any other systems, cyber security or infrastructure components.
- Any hardware, licenses, software, tools, or other components not explicitly detailed in the 'In-Scope' section.
- Anything not explicitly listed in the abovementioned scope.

## ASSUMPTIONS

- Activities listed in this statement of work will be conducted during regular business hours unless otherwise agreed upon by all parties.
- The majority of the activities included in this SOW will be performed remotely. Centrilogic stakeholders may travel to Client's sites in coordination with Client if such travel is deemed necessary by Centrilogic. Any costs associated with such travel will be agreed upon in advance between Centrilogic and Client and will be paid for by Client.



- Client will provide any required remote access, tools, and resources, including accounts and user privileges which may be necessary to access Client's systems, allowing Centrilogic to accomplish the tasks described in the In-Scope section. Centrilogic will use its own endpoint devices to access Client's systems.
- Centrilogic may require access to proprietary Client information. Such documents provided by Client will be transferred electronically and stored on encrypted drives on Centrilogic computers when required. All documents will be treated as confidential by both Centrilogic and any third-party resources that may be engaged by Centrilogic to assist with the delivery of this SOW.
- Produced artifacts will be technical in nature, text-only, and will include screenshots if deemed necessary by Centrilogic.
- Any out-of-scope requests not identified in this SOW may change the risk profile, timeline, and budget of the project. Therefore, all such requests will need to be documented and signed on an approved Change Order. Where possible, Centrilogic will provide clear monetary estimates to Client within such CR, prior to commencing any additional work outside the explicit scope of this SOW.
- Unless otherwise stated in this SOW, Client is responsible for any third parties or consultants not provided by Centrilogic for this project, including payments to such third parties, which are not covered by this agreement. Any consultant or resource fees that Centrilogic may choose to engage to assist in delivering its responsibilities under the scope of this SOW will be fully covered by Centrilogic.
- Client is responsible for separately procuring, at its own expense, any necessary rights, licenses, or subscriptions for any technology to be used in the performance of this SOW unless these are specifically mentioned as included under the in-scope section of this document.

## CLIENT RESPONSIBILITIES

- Client will appoint an internal project governing team and engage its relevant stakeholders from various departments and business units who may be impacted by or needed for the assessment and potential ERP improvement.
- Client will ensure active participation and prompt feedback throughout the project, as required for successful completion. Clear communication channels will be maintained to allow Centrilogic to efficiently gather relevant information and feedback.
- Client will provide Centrilogic with access to knowledgeable internal team members serving as its subject matter experts (SMEs). These SMEs can offer insights into current business priorities, processes, and workflows. SMEs should be reasonably available for interviews, workshops, and discussions with Centrilogic's team during normal business hours (Monday to Friday, 9am - 5 pm, excluding holidays) or as mutually agreed upon between client stakeholders and Centrilogic during project delivery.
- Client stakeholders will collaborate with Centrilogic as required and actively share any relevant information, insights, challenges with the current ERP system, and clear guidelines related to clients' requirements to meet specific needs and processes. Client's stakeholders will also promptly review, validate, and assist in mapping existing business



processes, providing detailed documentation or flowcharts if available, and in addition, will review and validate any produced drafts, documented findings, and recommendations produced by Centrilogic in a timely manner.

- Client stakeholders will participate in regularly scheduled project review meetings to discuss project progress and outcomes, ensuring clear communication and responding to business related questions raised by Centrilogic.
- Client will provide timely access to all relevant data sources, systems, and available documents related to the current systems and documents as related to the scope of this work, including access to any human resources that are currently governing or supporting these systems.
- Client will commit to the project timeline as outlined in the agreement, especially regarding the project start date and cut-over date. Prompt adjustments will be made to minimize disruptions and remove any blockers that may affect the project schedule or Centrilogic's ability to deliver on time the outcomes under this SOW. Client acknowledges that any delays may impact and extend the project beyond the planned delivery timeline, and fees for this engagement may proportionally increase based on the length of any delay.
- The CL Project Lead will keep a record of meeting attendance throughout the discovery project. Client can re-schedule meetings upon written notice at least 24hrs before the meeting they wish to reschedule. Client will make every reasonable effort to attend meetings as required.

## CHANGE REQUEST SERVICES

- Client shall access additional Change Request Services via interaction with a dedicated Account Manager as with the signing of this agreement.
- The Change Request Services detailed herein is described for work that may be requested by the client for features in addition to this Statement of Work.
- Client acknowledges that Change Requests not scheduled or that have not been subject to CL Business Analysis, quality assurance, and testing intervals of ten (10) business days are not subjected to warranty. Additionally, all emergency or urgent releases will impact the Change Request Services scheduled releases the resulting impact is to be measured by CL and the schedule releases that are impacted will be postponed for a future date agreeable to both Parties.
- Client will prioritize the development change requests in each deliverable once the scope of each deliverable date is determined by Client and CL. Changes by addition, substitution or subtraction will require consent by both Client and CL.
- All components required as part of this Statement of Work have been detailed in the pricing table of this document. Additional requests and/or modifications to this Statement of Work will be subject to the change control process and will impact timelines and project costs.



## PRICING AND RESOURCE ESTIMATES

### WORK DURATION

The duration of the project is estimated to be approximately three to four months and depends on the Client’s availability. The project is expected to kickoff In February of 2025.

### WORK EFFORT ASSUMPTIONS

- Prices quoted are in US dollars, unless specified otherwise.
- This SOW is a Time and Material engagement Targeted to deliverables listed in the in-scope section of this document. However, it assumes no changes to the deliverables or timelines and time outline is sufficient for this SOW.
- Any change in scope or timelines will trigger additional fees and will be accomplished through a formal signed change request between Client and Centrilogic for approval.
- Should travel be required for Centrilogic personnel, Client will reimburse Centrilogic for the reasonable travel, auto rental or mileage, lodging, food, and other out-of-pocket expenses incurred by Centrilogic’s employees or contract personnel in performing the services described in this SOW.
- Centrilogic shall send an invoice (each, a “SOW Invoice”) to Client monthly for all applicable SOW Fees and SOW Expenses based on the SOW Services performed by Centrilogic during the preceding month.
- This statement of work is valid for 60 days unless signed and executed by both parties.

Resource	Estimated Hours	Hourly Rate	Total Cost
Exec Oversight (100% CL investment)	30	\$ 350	(Waived)
Principle Data Governance Architect	250	\$ 200	\$ 50,000
Senior Data Governance Consultant (s)	320	\$ 195	\$ 62,400
<b>Totals</b>	<b>600</b>		<b>\$ 112,400</b>

\*With possibility for extension, if / as mutually agreed upon by CL and Client.



## AUTHORIZATION TO PROCEED (SIGNATURE)

This SOW is subject to City of Redmond’s Council approving the project. By signing this SOW Centrilogic will be able to commence the process of onboarding the customer. If the City of Redmond’s Council does not approve the contract by January 21, 2025 this SOW shall be null, void and at no force or effect whatsoever, ab initio.

Authority to Sign: Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf they are signing to all terms of this Agreement.

City of Redmond

Centrilogic, Inc.

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

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

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

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

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

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



INFORMATION PRIVACY, SECURITY AND ACCESS  
AGREEMENT

This Information Privacy, Security, and Access Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and Centrilogic, 28 Mansfield Street, Rochester NY 14606 (“Consultant”) as of the date last signed below (the “Effective Date”) and hereby supplements the attached agreement between City and Consultant (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Consultant pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on-premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to exemption from disclosure under Chapter 42.56 RCW.

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

**1. Definitions.**

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

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

c. “City software systems” means the systems, solutions (COTS and custom developed), applications and platforms used to support the management, operation and development of City activities.

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

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

**2. Standard of Care.**

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

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

**3. User Access to City Data.**

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

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

**4. Use of Subconsultants or Agents.**

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

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

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

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

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

b. Consultant may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Consultant and subject to Section 5.c.

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

**6. Privacy.**

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

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

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

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Consultant represents and

warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Consultant's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

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

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

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

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

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

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

d. To the extent that the Services include software that was developed, in whole or part, by Consultant, then Consultant shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality

assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

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

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

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

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

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

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

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

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

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

a. Consultant shall maintain a data breach plan in accordance with the criteria set forth in Consultant's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification laws codified at RCW 19.255.010 and RCW 42.56.590. Without limiting the generality of the foregoing, Consultant shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Consultant. Consultant shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Consultant shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Consultant shall comply with the breach requirements contained in the Business Associate Agreement.

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

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

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

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

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

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

mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

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

**11. City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

**12. Term and Termination.**

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

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

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

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

c. Effect of Expiration or Termination.

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

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Consultant shall return to City all City Data in a format and structure

acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Consultant shall comply with any transition service requirements described in the Underlying Agreement.

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

iv. Consultant agrees to certify that City Data, including City Data held by subconsultants, has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Consultant or subconsultants, maintain City Data within 45 days of receiving City's request that the City Data be returned, deleted, or destroyed. Consultant shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

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

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

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

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

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



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

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

**15. Indemnification.** Consultant shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Consultant; (ii) a violation by Consultant of any information security and privacy statute or regulations; or (iii) any Data Breach by Consultant.

**16. Miscellaneous.**

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

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

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

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

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of

this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

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

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

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

[Signature Page to Follow]

IPSA  
City of Redmond

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

**Consultant**

**City of Redmond**

Centrilogic  
28 Mansfield Street  
Rochester, NY 14606

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

EXHIBIT A  
AUTHORIZED USER ACCESS AGREEMENT

Name of Individual: \_\_\_\_\_ Name of Consultant: \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Date



Memorandum

**Date:** 1/14/2025

**File No.** CM 25-586

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

**Type:** Committee Memo

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

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Executive	Malisa Files, COO	425-556-2166
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**DEPARTMENT STAFF:**

N/A	N/A	N/A
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**TITLE:**

The Edge Advisory Group Respect, Equity, Diversity, and Inclusion (REDI) Contract

**OVERVIEW STATEMENT:**

With Council’s approval, the City is proposing to continue its REDI work with Anita Page from the Edge Advisory Group to implement the City’s REDI Strategic Plan (Attachment A). Three distinct tasks are still left to be done and are a part of the scope of the proposed contract (Attachment B), including:

- Respect roll-out and adoption
- Building the Office of Equity
- Management training

The total contract amount will be \$233,026. Details of the tasks and budget breakdown can be found below in the Outcomes section.

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

**REQUESTED ACTION:**

- Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan, REDI Strategic Plan, Redmond 2050
- **Required:**  
N/A
- **Council Request:**  
Council and staff discussed the next steps of the REDI Plan as well as the building the Office of Equity during the 2025-2026 Budget deliberations.
- **Other Key Facts:**

The City has been working with the Edge Advisory Group to instill a culture of respect among City employees and create a Respect, Equity, Diversity and Inclusion (REDI) Strategic Plan. The attached contract will roll out the Respect training through a train the trainer model, build out the Office of Equity, provide advice as to how the Office should be staffed as well as provide management training to support the program.

**OUTCOMES:**

The total contract amount of \$233,026 with the Edge Advisory Group will cover three key bodies of work, including:

**Respect Roll Out and Adoption**

- License (perpetuity) and adoption agreement for Respect training curriculum and application models.
- Train the trainer model with certification of 6 internal facilitators.
- Project management for entire proposal

Total: \$93,000

**Build the Office of Equity**

- Build out the office and determine staffing needed for the office.
- Consultant will act as leader of Office of Equity for approximately 6-months while determination is made on primary objectives of new office.
- Assess Office of Equity alignment with City’s strategic vision

Total: \$112,826

**Management Training**

- Implement four leadership cohorts with one day customized training to align with competencies established by the Office of Equity and the City’s REDI Strategic Plan

Total \$27,200

The timeline for the work will be 2025 through the first quarter of 2026. Council will be updated on progress every other month at the Public Safety and Human Services Committee of the Whole.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Stakeholder engagement and listening sessions occurred prior to drafting the REDI Strategic Plan.
- **Outreach Methods and Results:**  
Surveys and listening sessions were utilized to gain insights and feedback from the community.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

The total cost of the contract is \$233,026. These funds will be carried over from the 2024 DEI Budget in the Executive Office.

Date: 1/14/2025

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

File No. CM 25-586

Type: Committee Memo

Approved in current biennial budget:  Yes  No  N/A

Budget Offer Number:

0000295

Budget Priority:

Strategic and Responsive

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
6/20/2023	Committee of the Whole - Public Safety and Human Services	Receive Information
8/2/2023	Committee of the Whole - Planning and Public Works	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
1/21/2025	Business Meeting	Approve

**Time Constraints:**

If Council approves the contract work will start on January 28 and continue through approximately the first quarter of 2026.

**ANTICIPATED RESULT IF NOT APPROVED:**

If the contract is not approved, staff time will be diverted to accomplishing some of the tasks outlined in the scope of work, such as staff training and analyzing the appropriate level of staffing for the Office of Equity. However, the tasks will take longer than what is proposed by the consultant.

**ATTACHMENTS:**

Attachment A: Respect, Diversity, Equity, and Inclusion Strategic Plan

Attachment B: Scope of Work and City Standard Contract





CITY OF REDMOND

# Respect, Equity, Diversity, and Inclusion Strategic Plan



Redmond  
WASHINGTON



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Connected Community  
Enhanced Livability  
Environmental Sustainability

Redmond City Council and Staff,

I am honored to present the City of Redmond's Respect, Equity, Diversity, and Inclusion (REDI) Strategic Plan. Inclusion and welcoming are the foundation of this plan, which began in 2014 and continues through the present work of building a culture of respect. The City of Redmond's vision is to embrace our differences and create a premier organization by sustaining a culture of respect that promotes belonging, access, and opportunity.

Redmond's transition from a suburb to a city has fueled a citywide effort to define the goals, objectives, and key results to create a culturally competent organization that celebrates individual differences. The five goals outlined in the REDI Strategic Plan, include:

- Transparent and Consistent Leadership
- Respect and Belonging
- Effective Program Support
- Pro-Equity, Anti-Racism Implementation (PEAR)
- Community (Stakeholder) Engagement

Efforts toward these goals will be vital in continuing to provide access, meaningful services, and improved outcomes for all community members.

Through training, practice, and proactive actions, I will call on Redmond staff to continue to ensure government policies and practices do not infringe upon equal treatment and opportunity for all people in the Redmond community. Since respect is paramount to organizational health and effectiveness, our focus will be to build a culture that embraces the values of respect, diversity, equity, inclusion, access, and belonging throughout city departments and divisions.

I look forward to continuing our REDI journey with the Council, staff, and the community.

Sincerely,

A handwritten signature in black ink that reads "Angela ER". The signature is fluid and cursive.

Mayor Angela Birney

**City Hall**

PO Box 97010

15670 NE 85th Street

Redmond, WA

98073 -9710

# OVERVIEW

Redmond is a global city that attracts residents from around the world. We value and embrace the principles of equity, diversity, and inclusion. We pride ourselves on being a welcoming and culturally inclusive community. We envision a Redmond where residents can fully and effectively access city services, influence city policy and direction, and feel a sense of belonging and safety. We have demonstrated our commitment to this work for over a decade.



The City of Redmond’s vision of respect, equity, diversity, and inclusion (REDI) is to embrace our differences and create a premier organization by sustaining a culture of respect that promotes belonging, access, and opportunity. Within this lens, each individual and the talents and skills they bring will be respected. As a government agency, it is essential for the City to demonstrate a message of diversity, equity and inclusion, as well as take steps to ensure government policies and practices do not infringe upon the equal treatment and opportunity of all people who are a part of the Redmond community.

In Redmond, we have the opportunity to shape our City by hearing the many diverse voices in the community and ensuring those voices help create a future that respects all individuals. Internally, we believe building a culture of respect is vital to organizational health and effectiveness. Redmond will pursue five goals to reach our objectives, including:

- Transparent and consistent leadership
- Respect and belonging
- Effective program support
- Pro-equity, anti-racism implementation (PEAR)
- Community (Stakeholder) engagement

In this plan, you will see how Redmond’s culture of respect is affirmed with our REDI Strategic Plan goals and objectives. These goals and objectives build on past work and will chart a path to the future as we continue our respect, equity, diversity, and inclusion journey.

## REDI VALUES

**Respect** – We sustain the dignity of individuals by proactively celebrating their differences, experiences, perspectives, and backgrounds.

**Equity** – We treat people fairly and provide access to opportunities, resources, and decision-making processes, regardless of identity.

**Diversity** – We respect and appreciate the individual differences of our colleagues, including but not limited to race, ethnicity, gender, sexual orientation, age, religion, and disability.

**Inclusion** – We foster a culture where employees are appreciated and actively engaged, and diverse perspectives are encouraged.

**Access** – Our organization is accessible and accommodating.

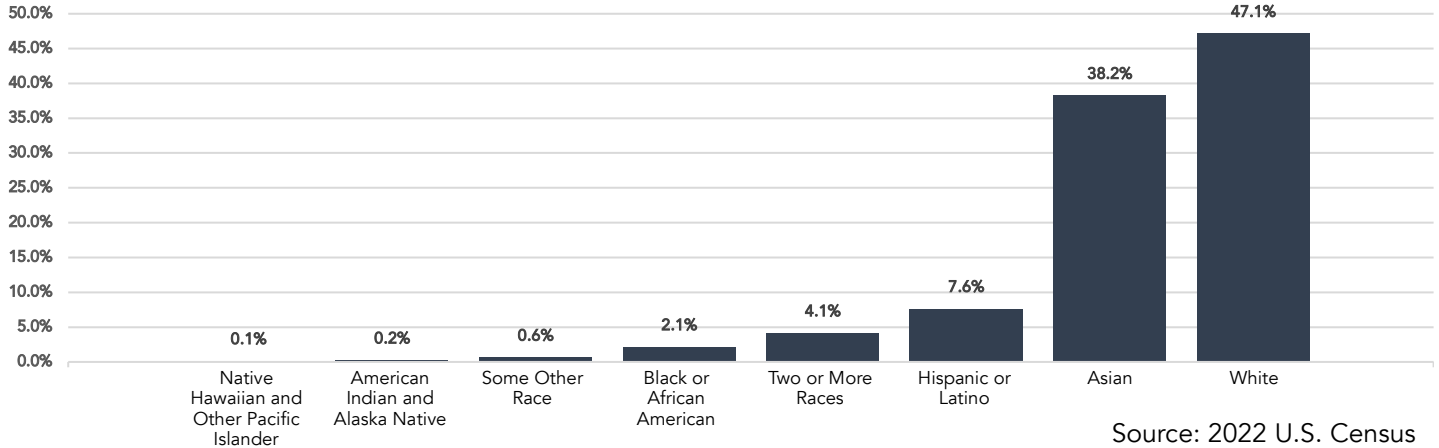
**Belonging** – We create an environment where individuals feel a sense of connection, acceptance, and purpose.



# DEMOGRAPHICS

## RACE AND ETHNICITY

The City of Redmond is diverse, as evidenced by the 2022 U.S. Census data that shows the majority of community members identify as non-white. Redmond’s population is currently 52.9% people of color.



Consistent with this trend 47% of households in Redmond speak another language other than English, with over 139 languages spoken citywide.

Speak only English	53%
Other Asian and Pacific Island languages	11%
Other Indo-European languages	11%
Chinese (including. Mandarin, Cantonese)	10%
Spanish	5%
Russian, Polish, or other Slavic languages	4%
Other unspecified languages	2%
Arabic	1%
French, Haitian, or Cajun	1%
German or other West Germanic languages	1%
Korean	1%
Tagalog (including Filipino)	0%
Vietnamese	0%

Source: 2022 U.S. Census

Redmond is a highly educated city. Over 97% of people have high school diplomas. Nearly three-quarters of community members hold a bachelor’s degree or higher, as contrasted with the state of Washington where 36.7% of the population 25 years or older hold the same level of educational attainment.

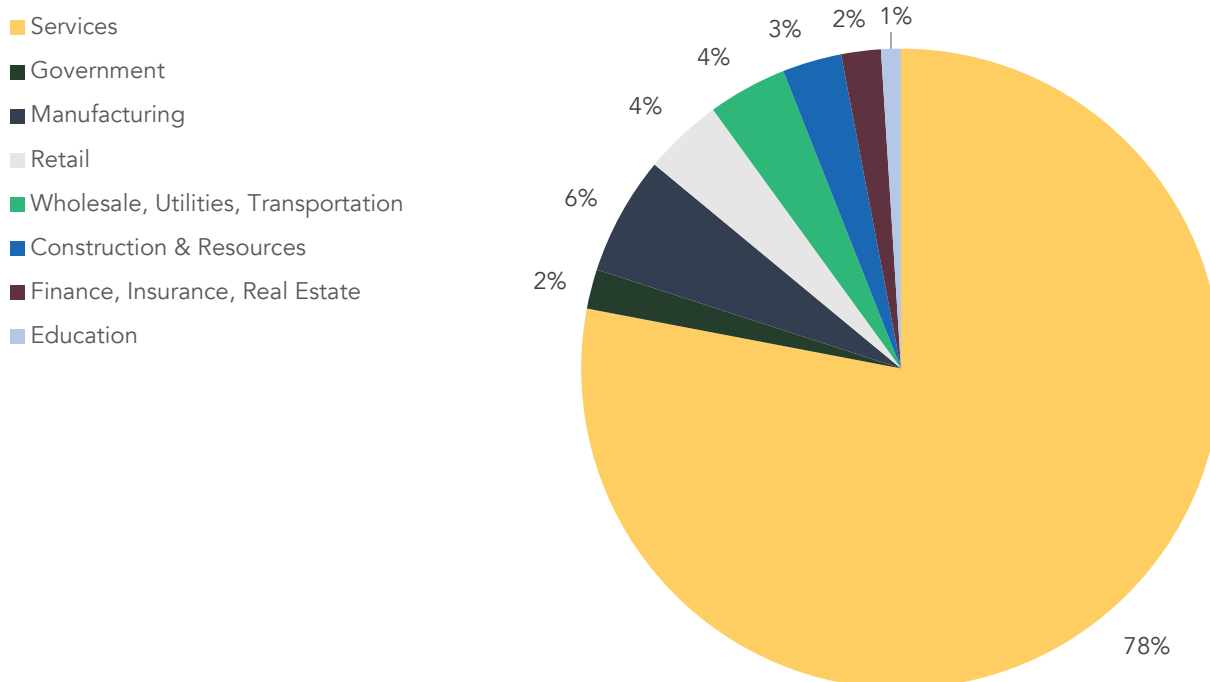
## EDUCATIONAL ATTAINMENT – POPULATION 25 YEARS AND OLDER



Source: 2022 U.S. Census

One driver of the educational statistic is the types of industries housed within the City. The services sector which includes technology and space industries makes up over 70% of Redmond businesses.

## REDMOND COVERED EMPLOYMENT BY SECTOR (2022)



Source: 2022 U.S. Census

Redmond’s vision is to create a community in which all people can fully and effectively access city services, influence city policy and direction, and feel a sense of belonging. Redmond strives to be a place where all people are heard, celebrated, and welcomed.

# GOAL 1: TRANSPARENT & CONSISTENT LEADERSHIP

## OBJECTIVE

Create and lead a resilient culture where expectations are known, the staff is supported, and accountability is demonstrated at all levels.

## KEY RESULTS

- Known vision and direction (intersections, clear line of sight, and role clarity)
- Priority setting (with risk assessment and management)
- Consistency of expectations across departments for first-level supervisors, leadership, and community
- Clear, consistent messaging of expectations and values; direct, measurable, and often
- Consistency in how employees are treated and evaluated (policy and process)
- Consistent organizational performance through staff and leadership change
- High levels of employee engagement

Strategic Level Activities	Accountable/Responsible	Schedule	Status
1.1: Establish a clear vision and expectations for REDI	Mayor, COO, Directors Team	By 4Quarter 2024	
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of leaders who believe they understand how Redmond's culture of respect is defined and demonstrated.</li> <li>• % of leaders who believe the Redmond REDI vision and expectations are clearly communicated.</li> <li>• % of leaders who believe individual performance expectations are clear and have been received in writing.</li> <li>• % of leaders who feel they receive the necessary resources and support to successfully meet expectations.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
1.1.a: Create a formal plan of action to roll out the REDI vision and values	COO, Directors, DEI Advisor, Communications		
1.1.b: Establish leadership standards and expectations agreed upon by Mayor, Council and Directors.	Council, Mayor, COO, Directors		
1.1.c: Establish a baseline of REDI and Anti-racism competency levels	COO, Directors, DEI Advisor		
Strategic Level Activities	Accountable/Responsible	Schedule	Status
1.2: Develop leaders to meet leadership standards and expectations	COO, Directors, Deputy Directors		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of Leadership and Management Team meetings utilize time for leadership development opportunities and discussions.</li> </ul>		



	<ul style="list-style-type: none"> <li>• % of leaders who are completing identified leadership development opportunities.</li> <li>• # of active coaching/mentorship arrangements.</li> <li>• % completed onboarding for all new Directors, Deputies, Managers, and Supervisors.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>1.2.a:</b> Strategic rollout of REDI training for leaders and staff at all levels	COO, Directors, DEI Advisor		
<b>1.2.b:</b> Provide space at Leadership and Management Team meetings for leadership discussions, sharing and learning – cross collaborative	COO, Directors, Deputy Directors, Managers/Supervisors		
<b>1.2.c:</b> Identify and support team and individual leadership development opportunities	COO, Directors, Deputy Directors, Managers/Supervisors		
<b>1.2.d:</b> Provide coaching, mentorship, and other resources to support leader’s growth	COO, Directors, Deputy Directors, Managers/Supervisors		
<b>1.2.e:</b> Onboard new leaders early to orient them with REDI and leadership expectations	COO, Directors, Human Resources		
<b>Strategic Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>1.3:</b> Hold leaders accountable for their actions and responsibilities	COO, Directors, Deputy Directors		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff that have experienced a success and/or deficit in our culture of respect.</li> <li>• % of staff who believe leaders are held accountable for REDI and A/R commitments.</li> <li>• % of staff who think leaders follow through with commitments.</li> <li>• % of staff who feel safe reporting misalignment or conflicts with leadership standards and expectations.</li> <li>• % of leaders who feel they have the opportunity to learn and grow when accountability issues arise.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>1.3.a:</b> Incorporate REDI expectations (DEI competencies) into current performance management	COO, Directors, Human Resources		



system and manage performance to them.			
<b>1.3.b:</b> Establish a regular reporting cadence on REDI metrics to City Council to hold ourselves accountable publicly on progress on this plan	Mayor, City Council, Directors		
<b>1.3.c:</b> Create a safe space-process for concerns to be brought forward from staff to peers; i.e., zero tolerance for retaliation	Mayor, COO, Directors, DEI Advisor, Human Resources		
<b>1.3.d:</b> Celebrate success or demonstrations of modeled leadership and learn from deficits through discussions in Leadership and Management Team meetings. Produce a lessons-learned log and other best practices from this safe space for our community of practice.	Mayor, COO Directors, Deputy Directors, DEI Advisor, Managers/Supervisors, Welcoming Team		

# GOAL 2: RESPECT & BELONGING

## OBJECTIVE

Demonstrate a culture of respect where all staff feel a sense of belonging, their voices are heard, and they contribute to and impact the work of the City.

## KEY RESULTS

- Shared understanding of our R.E.D.I. work with role clarity, expectations, and accountability for all
- Focus on workplace mental health and well-being
- Operate as "One City" with a shared set of values, goals, and objectives
- Collaboration and teamwork
- Open, transparent, timely, and safe communication with built-in feedback loops (multi-directional)
- Inclusive model for planning/change management
- Improved decision making with clear line of sight
- Multiple opportunities for people to connect at various levels
- Create, promote, and support employee resource groups
- Strong brand recognition
- Onboarding process to accelerate a sense of belonging at the divisional and organizational level

Strategic Level Activities	Accountable/Responsible	Schedule	Status
<b>2.1:</b> Establish a clear vision and expectations for all staff	Mayor, COO, Directors		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe they understand how Redmond's culture of respect is defined and demonstrated.</li> <li>• % of staff who believe the Redmond REDI vision and expectations are clearly communicated.</li> <li>• % of staff who believe individual performance expectations are clear and have been received in writing.</li> <li>• % of staff who feel they receive the necessary resources and support to successfully meet expectations.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
<b>2.1.a:</b> Create a formal plan of action to roll out the REDI vision and values	COO, Directors, DEI Advisor, Communications		
<b>2.1.b:</b> Establish and communicate expectations with role clarity	Mayor, COO, Directors, Deputy Directors, Managers/Supervisors		
Strategic Level Activities	Accountable/Responsible	Schedule	Status
<b>2.2:</b> Embed U.S. Surgeon General Five Essential for Workplace Mental Health and Well-Being Framework (centered on worker voice and equity)	COO, Directors, DEI Advisor		

Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who feel safe at work.</li> <li>• % of staff who feel they have connection and community.</li> <li>• % of staff who feel they have work-life harmony.</li> <li>• % of staff who feel they matter at work.</li> <li>• % of staff who feel they have opportunity for growth.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>2.2.a:</b> Prioritize workplace physical and psychological safety	All staff		
<b>2.2.b:</b> Operationalize REDI-anti-racism norms, policies, and programs	Mayor, COO, Directors, DEI Advisor		
<b>2.2.c:</b> Cultivate trusted relationships between leaders and staff at all levels	All Staff		
<b>2.2.d:</b> Foster collaboration and teamwork	Mayor, COO, Directors, Managers/Supervisors		
<b>2.2.e:</b> Make schedules as flexible and predictable as possible	Mayor, COO, Directors		
<b>2.2.f:</b> Ensure access to paid leave	Mayor, COO, Directors, Human Resources	Complete	Paid leave is spelled out in the Personnel Manual
<b>2.2.g:</b> Provide competitive living wage	Mayor, Council, COO, Directors	Complete	Salaries and wage policies are spelled out in the Personnel Manual; Continual compensation studies keep salaries commensurate with the market.
<b>2.2.h:</b> Engage workers in workplace decisions	Mayor, COO, Directors, Managers/Supervisors		
<b>2.2.i:</b> Evaluate and implement appropriate reward systems	Mayor, COO, Directors, Human Resources	Continuing	Reward system policies are spelled out in the Personnel Manual
<b>2.2.j:</b> Connect individual work with organizational mission	Mayor, COO, Directors, Managers/Supervisors		
<b>2.2.k:</b> Offer quality training, education, and mentoring	Mayor, COO, Directors, Managers/Supervisors; Human Resources		
<b>2.2.l:</b> Foster clear, equitable pathways for career advancement	Mayor, COO, Directors		
<b>2.2.m:</b> Ensure relevant, reciprocal feedback	Mayor, COO, Directors; Managers/Supervisors		
<b>Strategic Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>

2.3: Develop staff to meet REDI expectations and contribute to the Redmond culture of respect and belonging	Mayor, COO, Directors; Managers/Supervisors; DEI Advisor; Redmond Welcoming Team		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe respect is demonstrated consistently throughout the organization.</li> <li>• % of staff who feel they understand how each member positively impacts the REDI culture.</li> <li>• % of staff who feel they have the knowledge and tools to contribute to the REDI culture.</li> <li>• % of staff who feel comfortable calling out disrespectful, uncivil, or harmful behavior.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
2.3.a: Strategic roll-out of REDI training	DEI Advisor; REDI Facilitation Team		
2.3.b: Develop onboarding process for all new hires	COO, Directors, Human Resources		
2.3.c: Embed REDI concepts into current trainings or training requirements where applicable	COO, Directors, Human Resources		

# GOAL 3: EFFECTIVE PROGRAM SUPPORT

## OBJECTIVE

Provide training, resources, systems, and tools to position staff for success.

## KEY RESULTS

- Management matrix to identify role clarity and intersections
- Opportunities for team building, collaboration, professional connections, and fun
- Honor staff voice and support opportunities for staff to contribute input and/or feedback on the work
- Tools that show - not just tell - our work
- Improved staff growth and development
  - Increased staff capacity (depth and breadth)
  - Mentoring opportunities
- Staff development plans include training, point to desired outcomes, and growth opportunities
- Intentional resource allocation (time and money)
- Leverage internal talent for cross-training
  - Succession planning
- Written policies and procedures (not just compliance-based)
- Tools, training, and resources to directly support policy and procedure implementation and management
  - Increased trust from the community

Strategic Level Activities	Accountable/Responsible	Schedule	Status
<b>3.1:</b> Improve internal communications and transparency	Mayor, COO, Directors; Managers/Supervisors; Communications		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe they are provided relevant information in a timely and meaningful way.</li> <li>• % of staff who believe relevant information is made available and accessible in multiple forms.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
<b>3.1.a:</b> Add structure to the Leadership and Management Team meetings that enhances transparency and information sharing	Mayor, COO, Directors; Managers/Supervisors; Communications		
<b>3.1.b:</b> Utilize multiple opportunities to share information on a regular basis; i.e. division meetings, unit meeting, team meetings, etc.	Mayor, COO, Directors; Managers/Supervisors; Communications		
Strategic Level Activities	Accountable/Responsible	Schedule	Status

<b>3.2:</b> Prioritize staff voice in decision-making processes	Mayor, COO, Directors; Managers/Supervisors		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe they have an opportunity to provide input and feedback on decisions that impact their work.</li> <li>• # of actions that incorporated inclusive change management principles.</li> <li>• # of cross-divisional workgroups and project teams that included divisionwide representation.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>3.2.a:</b> Incorporate inclusive change management principles in decision making whenever possible			
<b>3.2.b:</b> Create space for staff to participate in workgroups and project teams that are working on efforts with outcomes that have impacts on their work or individual experience as a staff member	Mayor, COO, Directors; Managers/Supervisors; DEI Advisor; Redmond Welcoming Team		
<b>3.2.c:</b> Support multiple methods for staff to contribute input on issues that impact them; i.e., questionnaire, email, team discussions, etc.	Mayor, COO, Directors; Managers/Supervisors; DEI Advisor; Redmond Welcoming Team, Communications, Human Resources		
<b>3.2.d:</b> Ensure staff input is acknowledged, responded to, and explained whether it is accepted or not (feedback loop).	Mayor, COO, Directors; Managers/Supervisors; DEI Advisor		
<b>Strategic Level Activities</b>	<b>Account/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>3.3:</b> Create more structure and efficiency to organizational operations	Mayor, COO, Directors; Managers/Supervisors		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of policies, procedures, and resources updated and/or newly created.</li> <li>• % of staff who believe there are policies, procedures, and resources to support operations.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>3.3.a:</b> Maintain a prioritized list of policies, procedures, and resources needed for more efficient operations	Mayor, COO, Directors; Managers/Supervisors;		
<b>3.3.b:</b> Develop needed policies, procedures, and resources for identified core operations and administrative tasks			

<b>3.3.c:</b> Make organizational policies and processes easily accessible on a shared platform	DEI Advisor; Communications		
<b>Strategic Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>3.4:</b> Create opportunities for team building and networking	Mayor, COO, Directors; Managers/Supervisors;		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe they have opportunities to connect with their team.</li> <li>• % of staff who believe they have opportunities to learn and collaborate with other teams.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>3.4.a:</b> Leverage Employee Resource Groups to host monthly connect meetings	DEI Advisor; Redmond Welcoming Team and Staff		
<b>3.4.b:</b> Establish quarterly staff events to celebrate success and demonstrate appreciation	DEI Advisor; Redmond Welcoming Team and Staff		
<b>3.4.c:</b> Coordinate in-person office days and network lunch opportunities	DEI Advisor; Redmond Welcoming Team and Staff		

# GOAL 4: PRO-EQUITY, ANTI-RACISM IMPLEMENTATION (PEAR)

## OBJECTIVE

Successfully implement efforts that support our work and growth as an anti-racist organization addressing respect, diversity, equity, and inclusion.

## KEY RESULTS

- DEI and Anti-Racism are centered in program delivery
- Budget for equity
- Policies, processes, and procedures align with REDI
- Incorporate appropriate blend of universal policies and strategies, as well as targeted universal policies and strategies
- DEI competencies and metrics are imbedded in employee/leadership expectations
- Increased quality of services and work output
- Hiring and promotion processes consider qualification and educational backgrounds
- Staff demonstrate a commitment to being an anti-racist organization through our work and internal and external professional relationships
- Platforms for accessibility and usability

Strategic Level Activities	Accountable/Responsible	Schedule	Status
4.1: Review Redmond Municipal Code process to review and rewrite where/when equity is not centered			
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of annual processes evaluated through an equity lens.</li> <li>• % of processes and policies revised as a result of equity evaluation.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
4.1.a: Create policy and process evaluation criteria	DEI Advisor; Redmond Welcoming Team and Staff		
4.1.b: Prioritize policies and procedures for evaluation	DEI Advisor; Redmond Welcoming Team and Staff		
4.1.c: Include information on REDI considerations on all policy recommendations to Council	Mayor, COO, Directors, Deputies, Managers/Supervisors;		
Strategic Level Activities	Accountable/Responsible	Schedule	Status
4.2: Implement the State of Washington Baseline Equity Impact Review (EIR) framework	COO, Directors, Deputies, DEI Advisor, Managers/Supervisors		



Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of staff who believe they understand their role in implementing PEAR.</li> <li>• % of staff who believe they have the resources and tools to manage their role in implementation.</li> <li>• # of new community partnerships formed as a result of engagement efforts.</li> <li>• % of community suggestions that are implemented that influence policy decisions.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
4.2.a: Identify and analyze communities impacted by city services	DEI Advisor		
4.2.b: Engage identified communities and receive feedback	DEI Advisor		
4.2.c: Analyze potential changes that improve pro-equity, racial justice, access, and belonging	DEI Advisor		
4.2.d: Implement identified anti-racism plans	COO, Directors, Deputies, DEI Advisor, Managers/Supervisors, staff		
4.2.e: Commit to equitable continuous improvement	COO, Directors, Deputies, DEI Advisor, Managers/Supervisors, staff		

# GOAL 5: COMMUNITY (STAKEHOLDER) ENGAGEMENT

## OBJECTIVE

Develop a system of working collaboratively with, and through, community members and partners to offer access to opportunities and resources that reduce disparities and improve equitable outcomes citywide.

## KEY RESULTS

- DEI priorities are integrated into the framework of all program delivery, with annual reviews to ensure continuous alignment
- Elimination of common barriers, such as, but not limited to: language, culture, geographic location, intercommunity dynamics, immigrant status, lack of technology, etc.
- Equitable and just distribution of benefits and impacts to all parties across the community (distributional equity)
- Open, equitable, and culturally-sensitive access to decision-making processes so all impacted individuals can influence community and operational outcomes (process equity)
- Leadership and staff actively engage in antiracism training and initiatives, fostering and inclusive and supportive organizational culture
- Current actions concentrate on equitable and just distribution of benefits and burdens across future community and employee generations (cross-generational equity)
- All programs and partnerships are evaluated and confirmed to incorporate and antiracism foundation and DEI principles
- Annually audit alignment of tools and resources to fully support policies and procedures

Strategic Level Activities	Accountable/Responsible	Schedule	Status
5.1: Develop/Adopt/Track demographic composition of the community	DEI Advisor		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• # of demographic segments in the City.</li> <li>• Annually collect and report composition of the community (the makeup of the community).</li> <li>• % of decisions that utilize collected community data in the decision-making process.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
5.1.a: Identify impacted people/populations and locations/geography	DEI Advisor		
5.1.b: Collect missing demographic data	DEI Advisor		
5.1.c: Identify how city services impact people and places using demographic disparities info	DEI Advisor, Welcoming Team, Managers/Supervisors		
Strategic Level Activities	Accountable/Responsible	Schedule	Status

5.2: Through targeted initiatives, improve community and stakeholder engagement by enhancing accessibility, useability, participation, and feedback integration	COO, Directors, Deputies, DEI Advisor		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of accessible stakeholder engagements.</li> <li>• % of annual increase in participation rates across diverse community segments in engagement activities.</li> <li>• % of actionable feedback from community and stakeholder engagement initiatives integrated into city policy and service development.</li> <li>• % of new or revised policies resulting directly from stakeholder input each year.</li> <li>• # of Council updates each year</li> <li>• % of satisfaction rate among stakeholders regarding the engagement process effectiveness and inclusivity, as measured through post-engagement questionnaires.</li> </ul>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
5.2.a: Develop and implement a tracking system to monitor engagement and feedback from identified demographics and locations	DEI Advisor		
5.2.b: Establish a mechanism for regularly updating and verifying the accuracy of collected demographic data	DEI Advisor, TIS		
5.2.c: Establish review process to measure impact of services on diverse populations, incorporating a continuous feedback loop	COO, DEI Advisor, Communications		
<b>Strategic Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
5.3: Develop an inclusive community engagement framework that prioritizes diversity in shaping city polices and services	COO, DEI Advisor, Communications		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % of annual increase in participation from diverse community segments in engagement initiatives to ensure broad representation.</li> <li>• # of Council meetings, town halls, listening sessions outside of City Hall per year.</li> <li>• % completion of Councilmember strategy to reach community members who are hard to reach.</li> <li>• 100% of city departments adopt the community engagement framework within the first year, with ongoing reviews for improvement.</li> <li>• % of community feedback incorporated into annual policy and service adjustments.</li> </ul>		

	<ul style="list-style-type: none"> <li>• 100% annual completion of specialized inclusivity and diversity training by city staff involved in community engagement, policymaking, and service provision.</li> <li>• % year-over-year improvement in community satisfaction with how city policies and services reflect diverse needs and priorities.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
5.3.a: Annually organize targeted outreach programs to increase participation from underrepresented community segments	COO, DEI Advisor, Communications		
5.3.b: Engage every year in listening sessions, town hall meetings, and other community conversations	City Council		
5.3.c: Councilmembers and Mayor reach out to key community groups, businesses, and other stakeholders around significant projects/programs to build relationships and trust	Mayor, City Council		
5.3.d: Develop City Council communications and accessibility strategy	City Council		
5.3.e: Clarify criteria for recognition of cultural groups and events at City Council meetings and work to highlight a diversity of community members every year	City Council		
5.3.f: Implement a comprehensive training program on inclusivity and diversity for all city staff and leadership	COO, Directors, DEI Advisor, Human Resources		
5.3.g: Develop and deploy a data collection and analysis system enabling direct integration of community input into policy and services	DEI Advisor, TIS		
5.3.h: Annually assess progress on community engagement goals at a publicly held City Council meeting	Mayor, City Council, Directors		
Strategic Level Activities	Accountable/Responsible	Schedule	Status

5.4: Implement and monitor an inclusive community engagement framework	DEI Advisor		
Key Performance Indicators	<ul style="list-style-type: none"> <li>• % implementation of the inclusive community engagement framework across all city departments annually.</li> <li>• % of city policies revised or newly developed annually to reflect the principles and priorities identified through the community engagement framework.</li> <li>• % improvement in city service delivery as reported by diverse community segments, measured through annual satisfaction surveys.</li> <li>• # of diverse community members actively participating in decision-making processes.</li> <li>• % of recommendations from the community engagement monitoring process that are successfully implemented annually.</li> </ul>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
5.4.a: Conduct comprehensive training sessions for department directors and staff on implementing and monitoring the inclusive community engagement framework	REDI Ambassadors/Facilitators		
5.4.b: Initiate a series of policy review and development workshops that incorporate community engagement outcomes, aiming to directly translate community feedback into actionable policy improvements and new initiatives	Mayor, COO, Directors, Deputy Directors, DEI Advisor, REDI Ambassadors/Facilitators, Welcoming Team		
5.4.c: Establish a regular review and feedback cycle with community stakeholders to assess the effectiveness of city services and the engagement framework	Mayor, COO, Directors, DEI Advisor, REDI Ambassadors/Facilitators		

# GLOSSARY

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**Belonging** – An environment where individuals feel a sense of connection, acceptance, and purpose.

**Community engagement** - Community engagement is a fundamental practice of public health that supports the Washington State Department of Health’s mission to protect and improve the health of all people in Washington State. Community engagement efforts have the potential to advance health equity, promote social connection, strengthen cross-sector partnerships, and build trusting relationships with the communities we serve.

**Employee Resource Group (ERG)** - Employee Resource Groups are voluntary, employee-led groups whose aim is to foster a diverse, inclusive workplace aligned with the organizations they serve.

**Equity** – Fair treatment, access to opportunities, resources and decision-making processes regardless of identity.

**Equity Impact Review (EIR)** - A five-step equity impact assessment process blending numerical (quantitative) data and community voices (qualitative data) to inform agency planning, decision-making, and implementation of actions that achieve equitable access to opportunities and resources that reduce disparities and improve equitable outcomes citywide.

**Diversity** – Respecting and appreciating the individual differences, including, but not limited to race, ethnicity, gender, sexual orientation, age, religion, and disability.

**Inclusion** – A culture where all people are appreciated and actively engaged, and where diverse perspectives are encouraged.

**Mental Health and Well-being Framework (Surgeon General)** – A five-part framework to help organizations develop, institutionalize, and update policies, processes, and practices that best support the mental health and well-being of all workers including, protection from harm, connection and community, work-life harmony, mattering at work, and opportunities for growth.

**Minority-majority** – the concept that collectively Black, Indigenous, and POC populations will outnumber whites who historically throughout American history have been the largest demographic population.

**Pro-Equity/Anti-Racism Framework** - Partnership with others to intentionally name and address implicit and explicit bias and all levels of racism, particularly against people who are seen and treated as Black, Indigenous, or People of Color.

**Public health** - promotes and protects the health of all people and their communities. This science-based, evidence-backed field strives to create a safe place where all people are seen, heard, and valued by 1) improving quality of life, 2) helping children thrive, 3) reducing human suffering, 4) saving money, and 5) declaring racism as a public health crisis.

**Respect** – Proactive celebration of differences, experiences, perspectives and backgrounds of all individuals.

**Respect, Equity, Diversity, Inclusion Plan** – A 5-year plan to guide the city to embrace differences and create a premier organization by sustaining a culture of respect that promotes belonging, access, and opportunity.



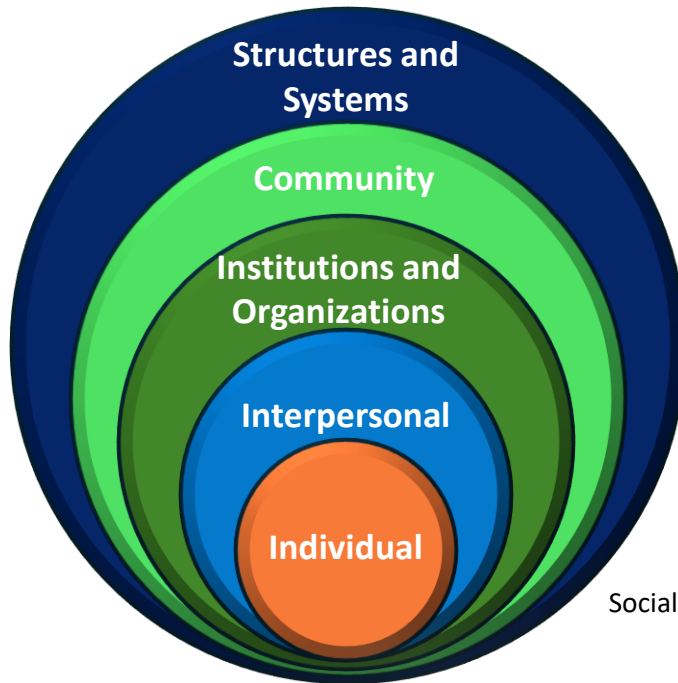
The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to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

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



Proposed approach:

- Respect rollout and adoption
- Build out office of Equity
- Customized management training for DEI Competencies



Social Ecological Model of Health

**Structures and Systems** - Federal, state, and local regulations, laws and the built environment (public works, infrastructure etc.)

**Community** - Relationships and communications between organizations and institutions.

**Institutions and Organizations** - Schools, health care administration, businesses, faith -based organizations, institutions.

**Interpersonal** - Individual relationships, support groups, social networks, cultural context.

**Individual** - Individual attitudes, beliefs, knowledge, and behaviors.



# Respect Rollout and Adoption

- License and adoption agreement for Respect training curriculum and application models to be utilized in a train the trainer model. Licensed in perpetuity.
  - The license allows for customization to represent ownership by the City
- Certification of up to six (6) internal facilitators.
  - Timeline and scheduling requirements to be determined and captured in the project roadmap.
- Project management to implement the three elements of this proposal.

Investment: \$93,000.00

# Build the Office of Equity

- Meet the four primary objectives outlined in the proposed approach.
  - Buildout of the Office is a Director level role and consultant will carry out duties over a 6-month period.
    - Once office is built, a determination will be made regarding the level of leader that is needed to operate the office in alignment with the City's Strategy.

Investment: \$112,826.00

*(based upon salary.com average annual pay for DEI Director in Washington State \$225,653)*

# Management Training

- Four leadership cohorts will experience a one (1) day customized management training session to align with competencies established by the Office of Equity.

Investment: \$27,200.00

TOTAL INVESTMENT: \$233,026.00

(roadmap and pay points to be outlined upon approval of contract)

--

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

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

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

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

## Exhibit A – Scope of Work & Budget

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### Objective

The Edge Advisory Group (TEAG) will facilitate the City of Redmond through:

- Respect Rollout and Adoption
- Buildout of the Office of Equity
- Management Training

The Edge Advisory Group will act as a consultant for the Executive Department for the City of Redmond.

### Deliverables (Respect Rollout and Adoption)

- License and adoption agreement for Respect training curriculum and application models to be utilized in a train-the-trainer model. The license is licensed in perpetuity and allows for customization to represent ownership by the City.
- Certification of up to six (6) internal facilitators. The timeline and scheduling requirements will be determined and captured in the project roadmap.
- Project management to implement the three elements of this proposal.

### Deliverables (Build out of the Office of Equity)

- Meet the four primary objectives outlined in the proposed approach.
- Build out of the Equity Office is a director-level role, and the consultant will carry out duties over a six-month period.
- Upon completion of the office build-out, the level of leader needed to operate the office in alignment with the City's strategy will be determined.

### Deliverables (Management Training)

- Four leadership cohorts will experience a one (1) day customized management training session to align with competencies established by the Office of Equity.

### Reporting

Upon completion of each deliverable, The Edge Advisory Group will provide an informal report with recommendations as well as the opportunity to debrief the reports.

### Total Cost

Respect Rollout and Adoption \$93,000

Build-out of the Office of Equity \$112,826

Management Training \$27,200

Total Investment \$233,026

(Roadmap and pay points to be outlined upon approval of the contract)

**EXHIBIT \_\_\_\_\_**  
**INSURANCE ADDENDUM**

THIS ADDENDUM modifies the provisions of the (check one): \_\_\_ General Services Agreement, \_\_\_ Non-Public Work Consultant Agreement, \_\_\_ Instructional Services Agreement, \_\_\_ Social/Community Services Agreement, \_\_\_ Short Term Facility Agreement, \_\_\_ Fixed Asset Loan Agreement, \_\_\_ Three Party Consultant Agreement (hereinafter "the Agreement") or \_\_\_ Public Work Consultant Agreement entered into between the parties on \_\_\_\_\_, \_\_\_\_\_.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- \_\_\_ The general public liability and property damage insurance limit is increased/reduced to \$ \_\_\_\_\_ (insert amount).
- \_\_\_ The professional liability insurance amount is increased/reduced to \$ \_\_\_\_\_ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The insurance provisions are otherwise modified as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED \_\_\_\_\_, \_\_\_\_\_.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

\_\_\_\_\_  
MAYOR ANGELA BIRNEY

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

ATTEST/AUTHENTICATED:

APPLICANT (IF THREE PARTY  
CONSULTANT AGREEMENT

\_\_\_\_\_  
CITY CLERK, CITY OF REDMOND

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

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
RISK MANAGER, CITY OF REDMOND



Memorandum

Date: 1/14/2025

File No. CM 25-588

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

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
Executive	Lisa Maher	425-5562427

DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:

Informing Council on the Outcome of Crisis Communications Support Request for Proposal (RFP) Process

OVERVIEW STATEMENT:

Per Councils' request, staff will inform Council on the outcome of the Crisis Communications RFP process. The Fearey Group Inc. has been awarded a two-year Consultant Services agreement valued at \$28,500 for the development of a citywide Crisis Communications Strategic Plan. The contract also includes 24-hour crisis communications support billed at an hourly rate. The contract has the option for one additional two-year renewal term, for a potential maximum total term of four (4) years. The contract is intended to support or augment citywide communications and the Public Information Officers (PIOs). Services include:

- Strategy and Planning
- Community Relations
- Media Relations
- Crisis /Issues Management (short and long-term)
- Creative and Content Development Services
- Online Reputation Management
- Reporting

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:  
N/A

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

**OUTCOMES:**

This contract will ensure that the city is prepared for any crisis that may ensue by developing a Crisis Communications Strategic Plan that can be used for natural disasters, extreme weather events, cyberattacks, malfeasance, reputation crises, and public relations incidents.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
RFP Process - RFP 10816-24-R  
The scoring committee reviewed and scored six proposals through the Request for Proposal (RFP) process. Proposals were received from Chloeta, Kou Communications LLC, Quinn Thomas, LLC, Snackbox, Strategies 360, and the Fearey Group Inc. The Fearey Group Inc. was awarded the highest score.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Budget: \$28,500 for the development of the Crisis Communications Strategic Plan. The City will be billed an hourly rate for any incident on-call work.

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

**Budget Offer Number:**

000290

**Budget Priority:**

Strategic and Responsive

**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	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

The City does not currently have a Crisis Communications Strategic Plan. This contract needs to be in place as soon as possible to ensure continuity of services and community communications.

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, crisis response and communication with the community may not be met in the appropriate timelines or may not be completed at all.

**ATTACHMENTS:**

Attachment A: Consultant Services Agreement

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

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

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

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

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

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

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

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

5. **Extra Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

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

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

## Exhibit A – Scope of Work & Budget

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### Objective

The Fearey Group, Inc. will facilitate the development of a comprehensive crisis communications strategy plan that prepares the City of Redmond for ongoing issues management. The Fearey Group, Inc. will also be an on-call consultant to support the City of Redmond during crisis events. The Fearey Group, Inc. will act as a consultant for the Executive Department of the City of Redmond.

### Deliverables

- Strategy and Planning
- Community Relations
- Media Relations
- Crisis/Issues Management (short and long-term)
- Creative and Content Development Services
- Online Reputation Management
- Reporting

### Task Order Phases

- Phase 1: Strategy and Planning
  - Review issue, risk assessment to inform planning and the next steps
  - Deliver strategy outline of key approaches and protocols (pulling from pre-developed crisis plan)
  - Meet with stakeholders to align on strategy plan, next steps, resources needed, messaging, etc.
  - Train spokespeople on key messaging, as necessary
- Phase 2: Activation
  - Deploy response tactics and next steps as determined/agreed upon during Phase 1
  - Monitor situation and report out regularly
- Phase 3: Post-Issue Evaluation
  - Post-issue, compile comprehensive report on outcomes and key learnings
  - Adjust crisis plan as appropriate

### Total Cost

Initial Discovery, Planning, Onboarding, and Research \$3,500

Crisis Strategy Plan \$25,000

Ongoing On-Call Task Order Support 24-hour support at hourly rates

CEO/President \$660

Executive Vice President \$615

Sr. Vice President/Sr. Consultant \$560

Vice President \$500

Account Supervisor/Consultant \$400

Senior Account Executive \$335

Social Media Strategist	\$305
Digital Designer	\$305
Account Executive	\$265
Account Coordinator	\$240
Production	\$155



**EXHIBIT \_\_\_\_\_  
INSURANCE ADDENDUM**

**THIS ADDENDUM modifies the provisions of the (check one):** \_\_\_ General Services Agreement, \_\_\_ Non-Public Work Consultant Agreement, \_\_\_ Instructional Services Agreement, \_\_\_ Social/Community Services Agreement, \_\_\_ Short Term Facility Agreement, \_\_\_ Fixed Asset Loan Agreement, \_\_\_ Three Party Consultant Agreement (hereinafter "the Agreement") or \_\_\_ Public Work Consultant Agreement entered into between the parties on \_\_\_\_\_, \_\_\_\_\_.

**THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):**

- \_\_\_ The general public liability and property damage insurance limit is increased/reduced to \$ \_\_\_\_\_ (insert amount).
- \_\_\_ The professional liability insurance amount is increased/reduced to \$ \_\_\_\_\_ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- \_\_\_ The insurance provisions are otherwise modified as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

**DATED** \_\_\_\_\_, \_\_\_\_\_.

**CITY OF REDMOND**

**CONTRACTOR/CONSULTANT**

\_\_\_\_\_  
**MAYOR ANGELA BIRNEY**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

**APPLICANT (IF THREE PARTY  
CONSULTANT AGREEMENT**

\_\_\_\_\_  
**CITY CLERK, CITY OF REDMOND**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**OFFICE OF THE CITY ATTORNEY**

**APPROVED:**

\_\_\_\_\_  
**RISK MANAGER, CITY OF REDMOND**