

# City of Redmond



## Agenda

### Business Meeting

Tuesday, January 21, 2025

7:00 PM

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

## City Council

*Mayor*

*Angela Birney*

*Councilmembers*

*Vanessa Kritzer, President*

*Jessica Forsythe, Vice President*

*Jeralée Anderson*

*Steve Fields*

*Angie Nuevacamina*

*Osman Salahuddin*

*Melissa Stuart*

## **REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **AGENDA**

### **ROLL CALL**

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

- A. PRESENTATION:** State of the Courts by Chief Presiding Judge Rebecca Robertson

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

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

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

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

**A. Consent Agenda**

- 1.** Approval of the Minutes: January 7, 2025, Regular Meeting (recordings are available at Redmond.gov/rctv)

[Regular Meeting Minutes for January 7, 2025](#)

- 2.** Approval of Payroll/Direct Deposit and Claims Checks

[Council Check Approval Register, December 31, 2024](#)

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

[Check Approval Register, January 21, 2025](#)

- 3. [AM No. 25-005](#) Authorize the Acceptance of a \$100,000 Grant from the Washington Department of Commerce for Activities Related to Promoting Tourism in Advance of the 2026 World Cup Games

*Department: Planning and Community Development*

[Attachment A: Grant Contract](#)

**Legislative History**

1/7/25 Committee of the Whole - referred to the City Council  
 Planning and Public Works

- 4. [AM No. 25-006](#) Approval of a King County Cost Reimbursement Agreement for Monitoring and Verifying Registered Sex Offenders

*Department: Police*

[Attachment A: Agreement](#)

**Legislative History**

1/7/25 Committee of the Whole - referred to the City Council  
 Planning and Public Works

- 5. [AM No. 25-007](#) Approval of the Edge Advisory Group Respect, Equity, Diversity, and Inclusion (REDI) Contract, in the Amount of \$233,026

*Department: Executive*

[Attachment A: REDI Strategic Plan](#)

[Attachment B: Edge Advisory Group Scope of Work and Contract](#)

**Legislative History**

1/14/25 Committee of the Whole - referred to the City Council  
 Finance, Administration,  
 and Communications

- 6. [AM No. 25-008](#) Approval of a Contract for the SQL Server Database Administration Managed Services

*Department: Technology and Information Services*

[Attachment A: Contract](#)

**Legislative History**

1/14/25 Committee of the Whole - referred to the City Council  
 Finance, Administration,  
 and Communications

- 7. [AM No. 25-009](#) Approval of a Contract with Centrilogic, in the Amount of \$112,400, for Data Governance and Strategy Assessment  
*Department: Technology and Information Services*

[Attachment A: Contract](#)

Legislative History

1/14/25	Committee of the Whole - Finance, Administration, and Communications	referred to the City Council
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- 8. [AM No. 25-010](#) Approval of For-Hire Transportation Redmond Municipal Code Amendment and Interlocal Agreement Update

- a. Ordinance No. 3208: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Chapter 5.16, to Reflect Changes in the King County Code Adopted by Reference

*Department: Police*

[Attachment A: Ordinance Amending RMC 5.16.010](#)

[Attachment B: King County and Redmond For-Hire ILA 2024](#)

Legislative History

1/7/25	Committee of the Whole - Planning and Public Works	referred to the City Council
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**B. Items Removed from the Consent Agenda**

**IV. HEARINGS AND REPORTS**

**A. Public Hearings**

**B. Reports**

**1. Staff Reports**

**2. Ombudsperson Report**

*December: Councilmember Stuart*  
*January: Councilmember Fields*

**3. Committee Reports**

**V. UNFINISHED BUSINESS**

**VI. NEW BUSINESS**

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**

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



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/21/2025  
**Meeting of:** City Council  
Day

**File No.** SPC 24-093  
**Type:** Special Orders of the

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PRESENTATION: State of the Courts by Chief Presiding Judge Rebecca Robertson



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/21/2025  
**Meeting of:** City Council

**File No.** SPC 25-005  
**Type:** Minutes

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Approval of the Minutes: January 7, 2025, Regular Meeting (recordings are available at [Redmond.gov/rctv](http://Redmond.gov/rctv))

**CALL TO ORDER**

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

**ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Present: Councilmembers Anderson, Fields, Forsythe, Kritzer, Nuevacamina, and Salahuddin

Absent: Councilmember Stuart

MOTION: Councilmember Kritzer moved to excuse Councilmember Stuart from attendance at the meeting. The motion was seconded by Councilmember Nuevacamina.

VOTE: The motion to excuse passed without objection.  
(6 - 0)

Mayor Birney stated that Councilmember Salahuddin has been appointed as a State Legislator.

**SPECIAL ORDERS OF THE DAY: NONE**

**ITEMS FROM THE AUDIENCE**

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

- David Morton - in support of AM No. 25-001 and actions to take to reduce greenhouse gas; and
- Alex Tsimerman - public comment at other meetings.

**CONSENT AGENDA**

MOTION: Councilmember Salahuddin moved to approve the Consent Agenda. The motion was seconded by Councilmember Nuevacamina.

VOTE: The motion to approve the Consent Agenda passed without objection. (6 - 0)

1. Approval of the Minutes: December 3, 2024, Regular Meeting
2. Approval of Payroll/Direct Deposit and Claims Checks

#176998 through #177005  
#1782 through #1782

\$15,462.67

#188537 through #188554  
#177006 through #177771  
#1783 through #1787

\$5,760,208.90

#188555 through #188568  
#177772 through #178553  
#1788 through #1792

\$4,381,726.49

#8673 through #9336

\$15,326,707.14

3. AM No. 25-001: Approval of the 2025-26 Human Services Funding Recommendations
4. AM No. 25-002: Acceptance of a Grant, in the Amount of \$1,000,000, from the U.S. Department of Housing and Urban Development - Community Project Funding Grant
5. AM No. 25-003: Redmond Police Department Data Governance Policy

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

**HEARINGS AND REPORTS**

Staff Reports:

- a. AM No. 25-004: Safer Streets Action Plan Status Update

Seraphie Allen, Deputy Director of Planning and Community Development, introduced this item and staff provided a report to the Council.

Members of the Council provided feedback for the upcoming Study Session.

Ombudsperson Reports:

Councilmember Fields reported receiving resident contacts regarding: student parking in neighborhoods and construction after 7 p.m.

Councilmember Kritzer reported receiving resident contacts regarding: antisemitic flyers.

Councilmember Forsythe reported receiving resident contacts regarding: storm preparedness; emergency response; bike safety; budget process; and project Kuiper.

Councilmember Stuart reported receiving resident contacts regarding<sup>1</sup>: feedback on the implementation of the credit card processing fees; Lime scooters improperly parked on 160<sup>th</sup>; feedback on Plymouth's permanent supportive housing project in Redmond; messages to the ARCH executive board regarding their board composition; neighborhood complaints of issues related to local gun club; inappropriate postings on utility poles; pickleball facility on Union Hill Road; school bathrooms; and youth interest in an internship.

Committee Reports:

Councilmember Kritzer provided a committee report:

- King Conservation District Salmon Advisory Committee;
- Eastside Transportation Partnership; and
- Sound Cities Association North Caucus.

Councilmember Stuart provided committee reports<sup>2</sup>:

- Growth Management Planning Council; and
- Sound Cities Association Public Issues Committee.

**UNFINISHED BUSINESS: NONE**

**NEW BUSINESS: NONE**

**EXECUTIVE SESSION: NONE**

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<sup>1</sup> This update was provided by email.

<sup>2</sup> This update was provided by email.

**FOR THE GOOD OF THE ORDER:**

- Electric fire engine ribbon cutting;
- Joint meeting with the Lake Washington School District; and
- Council conversations on January 23<sup>rd</sup> at the Redmond Senior & Community Center.

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 7:49 p.m.

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ANGELA BIRNEY, MAYOR

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CITY CLERK

*Minutes Approved: January 21, 2025*

DRAFT



# City of Redmond

15670 NE 85th Street  
Redmond, WA

## Memorandum

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**Date:** 1/21/2025  
**Meeting of:** City Council

**File No.** SPC 25-006  
**Type:** Check Register

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Approval of Payroll/Direct Deposit and Claims Checks

**City of Redmond**  
**Payroll Check Approval Register**  
 Pay period: 12/1 - 12/31/2024  
 Check Date: 12/31/2024

Check Total:	\$	-
Direct Deposit Total:	\$	13,290.21
Wires & Electronic Funds Transfers:	\$	4,649.07
Grand Total:	<u>\$</u>	<u>17,939.28</u>

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

All Checks numbered \_\_\_\_\_ through \_\_\_\_\_ ,  
 Direct deposits numbered **178554** through **178561** , and  
 Electronic Fund transfers **1793** through **1793**  
 are approved for payment in the amount of **\$17,939.28**  
 on this **21 day of January 2025**.

**Note:**

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**City of Redmond**  
**Payroll Final Check List**  
 Pay period: 12/1 - 12/31/2024  
 Check Date: 12/31/2024

Total Checks and Direct deposit:	\$	14,918.68
Wire Wilmington Trust RICS (MEBT):	\$	3,020.60
Grand Total:	<u>\$</u>	<u>17,939.28</u>

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

DocuSigned by:  
  
7C0092BCC9C549B...

\_\_\_\_\_  
 Human Resources Director, City of Redmond  
 Redmond, Washington

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City of Redmond  
Payroll Check Approval Register  
Pay period: 12/16 - 12/31/2024  
Check Date: 1/10/2025

Check Total:	\$	52,718.46
Direct Deposit Total:	\$	2,946,069.59
Wires & Electronic Funds Transfers:	\$	1,856,473.37
Grand Total:	\$	<u>4,855,261.42</u>

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

All Checks numbered **188569** through **188580** ,  
Direct deposits numbered **178562** through **179345** , and  
Electronic Fund transfers **1794** through **1798**  
are approved for payment in the amount of **\$4,855,261.42**  
on this **21 day of January 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 12/16 - 12/31/2024  
Check Date: 1/10/2025

Total Checks and Direct deposit:	\$	4,291,522.39
Wire Wilmington Trust RICS (MEBT):	\$	563,739.03
Grand Total:	\$	<u>4,855,261.42</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B

Human Resources Director, City of Redmond  
Redmond, Washington

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

Signed by:  
*HARITHA NARRA*  
D4B4F54F8E86438...

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

We, the undersigned Councilmembers, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Redmond, and that we are authorized to authenticate and certify to said claim. All checks numbered 9337 through 9633, and Wire Transfers are approved for payment in the amount of \$9,429,937.05. This 21<sup>st</sup> day of January 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Memorandum

**Date:** 1/21/2025  
**Meeting of:** City Council

**File No.** AM No. 25-005  
**Type:** Consent Item

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

Planning and Community Development	Carol Helland	425-556-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Philly Marsh	Economic Development Manager
Planning and Community Development	Jackie Lalor	Tourism Program Administrator

**TITLE:**

Authorize the Acceptance of a \$100,000 Grant from the Washington Department of Commerce for Activities Related to Promoting Tourism in Advance of the 2026 World Cup Games

**OVERVIEW STATEMENT:**

In support of the Council approved World Cup budget offer and work plan, staff applied and received a \$100,000 grant from the Washington Department of Commerce for activities related to promoting tourism in advance of the 2026 FIFA World Cup. The scope of work and deliverables support items already planned for World Cup activations including, staffing costs, marketing and public relation efforts, and district development event activations.

To qualify for the grant, staff demonstrated the negative financial impacts of the pandemic, citing a 66% decrease in the lodging tax fund during that period.

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

**REQUESTED ACTION:**

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

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2024 Economic Development Strategic Plan:
- Action 6C.5 Leverage large regional events, such as the World Cup to attract visitors to Redmond for economic impact.
- Action 6B.1. Foster development and branding of unique destinations that celebrate heritage, culture, and diversity, and help to retain current residents and draw new residents, visitors, and investment.

- Action 3G.2. Support Redmond’s Tourism Program and the Tourism Strategic Plan to align the City’s tourism efforts for economic impact.
- Action 3G.1. Continue efforts to develop and offer diverse and inclusive arts, recreational, and cultural programming that draws visitors to Redmond.

2024 Tourism Strategic Plan:

- Promote and utilize the light rail stations to increase compression traffic from large events in other parts of the region such as Seattle.
- Position and promote Redmond as a recreation destination within the region.
- Engage with the Seattle Sports Commission to bid on future events and leverage their network to extend Redmond’s reach and visibility as a host destination and accommodation supplier for local and regional activities.
- Encourage district development, placemaking, and branding initiatives to enhance tourism assets, with a particular focus on districts accessible via light rail.
- **Required:**  
Grant acceptance requires Council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Create an unforgettable experience for visitors, athletes, and residents by showcasing Redmond’s connectivity to the region, celebrating our diverse culture, and fostering an atmosphere of excitement and hospitality. Through strategic partnerships and innovative initiatives, Redmond will be positioned as a premier hub for World Cup fan stays, celebrations, and viewings throughout the 2026 event and result in:

- Positive Branding and Promotion of Redmond
- Attraction of Visitation and Spending for Economic Impact
- Legacy Coalition Building for District Development and Branding
- Lasting Community Pride and Connection
- A Safe and Enjoyable Experience for the Redmond Community

**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:**

This grant is for \$100,000. No additional or new costs to the City will be incurred. Staff working on this program are funded through the adopted budget.

Approved in current biennial budget:  Yes  No  N/A

Budget Offer Number:  
0000304

Budget Priority:  
Vibrant and Connected

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

**If yes, explain:**

The grant does not require matching funds and scope of work is already part of work plan.

Funding source(s):  
State of Washington Department of Commerce Grant - ARPA funded

Budget/Funding Constraints:  
Grant must be expended by June 30, 2025

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
1/7/2025	Committee of the Whole - Planning and Public Works	Receive Information

**Proposed Upcoming Contact(s)**

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

Time Constraints:  
Due to ARPA funding constraints, funds must be spent by June 30, 2025.

**ANTICIPATED RESULT IF NOT APPROVED:**  
There will be less funding to support World Cup activities.

**ATTACHMENTS:**  
Attachment A: Grant Contract



**Federal General Grant with**

**City of Redmond**

**through**

The Office of Economic Development & Competitiveness

**Grant Number:  
25-73330-003**

**For**

To provide funding that will support the enhancement of visitor experiences around the FIFA World Cup 2026.

**Dated:** Upon Final Signature

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## Face Sheet

Research & Development:  Yes  No

**Grant Number:** 25-73330-003

**Office of Economic Development & Competitiveness  
Tourism Marketing DMO Grant Program**

**Subrecipient**  
 **Contractor**

<b>1. Grantee</b> City of Redmond PO Box 97010, MS 4SPL Redmond, WA 98073-9710		<b>2. Grantee Doing Business As (as applicable)</b> Experience Redmond PO Box 97010, MS 4SPL Redmond, WA 98073-9710	
<b>3. Grantee Representative</b> Jackie Lalor Tourism & Economic Development Administrator 425-556-2209 <a href="mailto:jlalor@redmond.gov">jlalor@redmond.gov</a>		<b>4. COMMERCE Representative</b> Robb Zerr Managing Director - Small Business Training & Education 425-280-3792 <a href="mailto:Robb.Zerr@commerce.wa.gov">Robb.Zerr@commerce.wa.gov</a>	
<b>5. Grant Amount</b> \$100,000.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Upon Final Signature
<b>8. End Date</b> 06/30/2025			
<b>9. Federal Funds (as applicable)</b> \$100,000.00	<b>Federal Agency:</b> US Dept. of Treasury	<b>ALN</b> 21.027	<b>Indirect Rate</b> 15%
<b>10. Tax ID #</b> 91-6001492	<b>11. SWV #</b> SWV0003729	<b>12. UBI #</b> 176-000-016	<b>13. UEI #</b> XK1UCKFKU3N9
<b>14. Grant Purpose</b> To provide funding that will support the enhancement of visitor experiences around the FIFA World Cup 2026.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget			
<b>FOR GRANTEE</b>  _____ Seraphie Allen, Deputy Director  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ Keith Swenson, Deputy Assistant Director  _____ Date  <b>APPROVED AS TO FORM ONLY                  BY ASSISTANT ATTORNEY GENERAL                  APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: March 2021  
Federal Award Identification Number (FAIN): SLFRP0002  
Federal Awarding Agency: U.S. Department of Treasury  
Total amount of federal funds obligated to this Subrecipient for this program: \$100,000.00  
Total amount of federal funds obligated to this Subrecipient for all programs: \$100,000.00  
Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by Grant No. **SLFRP0002** awarded by U.S. Department of Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Treasury. Grant funds are administered by the Office of Economic Development & Competitiveness, Washington State Department of Commerce.”

### **2. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$100,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the Attachment A, Scope of Work and Attachment B, Budget.

#### **EXPENSES**

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$100,000.00, which amount is included in the Grant total above.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **25-73330-002**. If expenses are invoiced, provide a detailed breakdown of each type. Except for approved indirect costs, if any, a receipt must accompany any single expense in the amount of \$50.00

or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable

insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees

pursuant to this paragraph shall name the Grantee as beneficiary.

**7. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" or "Department" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State

Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

If the Grantee expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501, for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit:

- A. If non-profit, Grantee shall submit all audit documentation to the [Federal Audit Clearinghouse](#).
- B. If for-profit, Grantee shall submit all audit documentation to COMMERCE.

If the Grantee expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year, whether non-profit or for-profit, the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 12. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## 13. **COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

#### **14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **17. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **19. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of not more than 15% of Modified Total Direct Costs (MTDC) may be used.

## **20. INDUSTRIAL INSURANCE COVERAGE**

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **21. LAWS**

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **22. LICENSING, ACCREDITATION AND REGISTRATION**

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

## **23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter,

amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## **24. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

**B. Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

**C. Default.** Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 29 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **25. PAY EQUITY**

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs

are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **26. POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all expenditures funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii.** Positive efforts shall be made to use small and minority-owned businesses.
  - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v.** Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii.** Procurement records and files for purchases shall include all of the following:
    - 1)** Grantee selection or rejection.

2) The basis for the cost or price.

3) Justification for lack of competitive bids if offers are not obtained.

viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

## 28. **PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

## 29. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

## 30. **RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 31. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

## 32. **RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

### **33. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

### **34. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

### **35. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

### **36. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

### **37. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

### **38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### **39. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement

or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

#### **41. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

#### **42. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

#### **43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

Seattle was selected to host six matches from the FIFA World Cup 26, including USA's second group fixture and two knockout games. These matches take place from June 15-July 6. Hosting the event is anticipated to leverage more than \$100 million in economic activity. 750,000 visitors will be in the Seattle region to soak up the event atmosphere with the over 4 billion global viewers who watch the World Cup. With a new transformational transportation system, Redmond is readying itself to leverage this opportunity to welcome the World and highlight the City through visitation and global broadcast.

Redmond will create an unforgettable experience for visitors, athletes, and residents by showcasing Redmond's connectivity to the region, celebrating our diverse culture, and fostering an atmosphere of excitement and hospitality. Through proactive preparing of strategic partnerships and innovative initiatives, Redmond will become a premier hub where World Cup fan can stay, celebrations, and view games. We will do this by:

- Branding and Promoting Redmond as a destination
- Attracting Visitation and Spending for Economic Impact
- Creating Legacy Coalitions for District Development and Branding
- Fostering Community Pride and Connection
- Ensuring a Safe and Enjoyable Experience for the Redmond Community

### **SOW Goals and Deliverables**

#### **Goal 1: Build Administrative Capacity**

- a) Hire staff to plan 2026 World Cup activations. Staff expected to start by March 1, 2025
  - b) Staff will be convening internal stakeholders and external community to develop partnerships and programing for World Cup activations.
  - c) Participate in Seattle Sports Commission
- Cost: \$53,500**

#### **Goal 2: Redmond Tourism Marketing and Promotion**

- a) Build capacity of marketing and promotion to leverage World Cup
  - b) Develop World Cup specific promotions such as Soccer Stories that profile businesses and community members love of Soccer.
  - c) Hire PR agency to build partnerships with global sport travel influencers and bloggers
- Cost: \$20,000**

#### **Goal 3: Event Organization and Management**

- a) Host pre-World Cup events and activities to build excitement by creating activations for the light rail opening and Club World Cup.
  - b) Ensure proactive feasibility and logistical needs assessment to activate Redmond through a variety of events
- Cost: \$26,500**

#### **Progress reports**

Progress reports will be submitted monthly with invoices

Final Report due dates: July 7, 2025

**Attachment B: Budget**

Total Award: \$100,000.00

This is a reimbursement contract based on expenses incurred to achieve project deliverables. The budget shall consist of the following elements and related expenses are considered authorized by Commerce through the execution of this contract. Reimbursement to the Contractor will be for actual expenditures that are incurred during the contract period, which begins when this contract is executed and ends June 30, 2025. Source documentation and receipts are required with invoicing back up to verify actual expenses.

<b>Expense</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Total</b>
Seattle Sports Commission Membership	13,500					13,500
Salaries		10,000	10,000	10,000	10,000	40,000
PR Consultant and Marketing Consultant	4,000	4,000	4,000	4,000	4,000	20,000
Pre-World Cup Events			10,000	16,500		26,500
						100,000

**Special Budget Provisions:**

- A.** The total amount of transfers of funds between line item budget categories shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten (10) percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the CONTRACTOR and COMMERCE.
  
- B.** A sum of ten (10) percent of funds shall be withheld until activities and final products defined in Attachment "A" have been successfully completed by the CONTRACTOR and accepted fully by COMMERCE.



Memorandum

Date: 1/21/2025  
Meeting of: City Council

File No. AM No. 25-006  
Type: Consent Item

TO: Committee of the Whole - Planning and Public Works  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Police	Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	David Puente	Captain
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**TITLE:**

Approval of a King County Cost Reimbursement Agreement for Monitoring and Verifying Registered Sex Offenders

**OVERVIEW STATEMENT:**

This renewal agreement provides for the reimbursement of the Redmond Police Department overtime expenses by the King County Sherriff's Office for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program provides face-to-face verification of a registered sex and kidnapping offender's address at the place of residency as mandated by State law.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
The State of Washington mandates a face-to-face verification of a registered sex and kidnapping offender's address at the place of residency by RCW 9A.44.130.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The King County Sheriff's Office (KCSO) has received a grant from the Washington Association of Sheriff and Police Chiefs and is working in partnership with cities to meet the state requirement for face-to-face verification of registered sex and kidnapping offenders at their place of residency.

**OUTCOMES:**

The Cost Reimbursement Agreement will reimburse the City for expenditures up to \$4,961.00 associated in fulfilling the requirements of **RCW 9A.44.130 Registration of sex offenders and kidnapping offenders**. The goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis in King County neighborhoods.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

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

**BUDGET IMPACT:**

**Total Cost:**

The City will be reimbursed up to \$4,961.00 under this agreement.

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

**Budget Offer Number:**

00060 (Complex Investigation)

**Budget Priority:**

Safety

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

*If yes, explain:*

N/A

**Funding source(s):**

King County Sheriff's Office

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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1/7/2025	Committee of the Whole - Planning and Public Works	Provide Direction
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**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Loss of funding from the King County Sheriff's Office to reimburse any overtime costs associated with this service.

**ATTACHMENTS:**

Attachment A: KCSO Cost Reimbursement Agreement for 2024-2025 registered Sex Offender Grant

Cost Reimbursement Agreement

Executed By

**King County Sheriff's Office**, a department of King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:  
Jesse Anderson, Undersheriff  
King County Sheriff's Office  
W-150 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

and

Redmond Police Department, a department of the City of Redmond, hereinafter referred to as "Contractor,"

Department Authorized Representative:  
Angela Birney, Mayor  
8701 – 160 Avenue NE  
Redmond, WA 98073

**WHEREAS**, KCSO and Contractor have mutually agreed to work together for the purpose of verifying the address and residency of registered sex and kidnapping offenders; and

**WHEREAS**, the goal of registered sex and kidnapping offender address and residency verification is to improve public safety by establishing a greater presence and emphasis by Contractor in King County neighborhoods; and

**WHEREAS**, as part of this coordinated effort, Contractor will increase immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction, and

**WHEREAS**, KCSO is the recipient of a Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program grant through the Washington Association of Sheriffs and Police Chiefs for this purpose, and

**WHEREAS**, KCSO will oversee efforts undertaken by program participants in King County;

**NOW THEREFORE**, the parties hereto agree as follows:

## Cost Reimbursement Agreement

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address and Residency Verification Program funding to reimburse for expenditures associated with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

### **ARTICLE I. TERM OF AGREEMENT**

The term of this Cost Reimbursement Agreement shall commence on July 1, 2024 and shall end on June 30, 2025 unless terminated earlier pursuant to the provisions hereof.

### **ARTICLE II. DESCRIPTION OF SERVICES**

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

### **ARTICLE III. REPORTING**

- Two reports are required in order to receive reimbursement for grant-related expenditures.
- Both forms are included as exhibits to this agreement.
- "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact.
- "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact.
- Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

## Cost Reimbursement Agreement

- The signed Exhibit report forms are to be submitted by the 5th of the month following the end of the quarter.
  - The first due date for signed reports is October 5, 2024.
  - The second due date for signed reports is January 5, 2025.
  - The third due date for signed reports is April 5, 2025.
  - The fourth due date for signed reports is July 5, 2025.
- Quarterly Exhibit reports shall be delivered to

Attn: Tina Keller, Project Manager  
King County Sheriff's Office/RSO Unit  
900 Oakesdale Avenue SW  
Renton, WA 98057

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

### **ARTICLE IV. REIMBURSEMENT**

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10<sup>th</sup> of the month following the end of each quarter as follows:

- The first due date for invoices is October 10, 2024.
- The second due date for invoices is January 10, 2025.
- The third due date for invoices is April 10, 2025.
- The fourth and final invoice will be due by July 31, 2025.

Please note the following terms will be adhered to for the 2024-2025 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's' time would be compensated in the absence of this agreement.

## Cost Reimbursement Agreement

Each request for reimbursement will include the name, rank, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and
2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and
3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase, 2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Tina Keller, Project Manager  
King County Sheriff's Office/RSO Unit  
900 Oakesdale Avenue SW  
Renton, WA 98057

Phone: 206-263-2122

Email: [tina.keller@kingcounty.gov](mailto:tina.keller@kingcounty.gov)

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Four Thousand Nine Hundred Sixty-One Dollars (\$4,961.00). Expenditures exceeding the maximum amount shall be the responsibility of

## Cost Reimbursement Agreement

Contractor. All requests for reimbursement must be received by KCSO by July 31, 2025 to be payable.

### **ARTICLE V. WITNESS STATEMENTS**

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

### **ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET**

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

### **ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING**

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

### **ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

**ARTICLE IX. INSURANCE**

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

**General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

**ARTICLE X. NO THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

**ARTICLE XI. AMENDMENTS**

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

Cost Reimbursement Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

**Redmond Police Department**

**KING COUNTY SHERIFF'S  
OFFICE**

\_\_\_\_\_  
Angela Birney, Mayor

\_\_\_\_\_  
Jesse Anderson, Undersheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

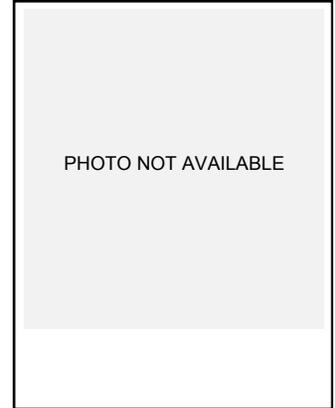
# Verification Request

Agency: King County WA Sheriff's Office Administrator: King County Sheriff's Office Phone: (206)263-2120 Date: 5/15/2024  
 RSO Unit

**Offender Information**

Name test , test test Registration # 23335518  
 POB SSN  
 DOB 01/01/1960 Age 64 Alt Reg #  
 Sex Orient Drv. Lic./State  
 Race Nat. No Selection FBI  
 Height Hair State ID  
 Weight Eyes Zone  
 Risk/Class. Comm.  
 Responsibility ()

**Offender Photo**



Verifications:  
 Type Last Date Next Date Comments

Compliant

**Active Officer Alert**

Primary Email Address	Primary IP Address
Residence (Bold - Primary Home Address) Street	Phone (Bold - Primary Contact Numbers) Number Type Description
123 SMITH ST , SMITH, WA (Home)	Home

Employment/School Name	Address	Supervisor	Phone

Vehicle Make	Model	Color	Year	License	State	VIN	Comments

Offense Date	RS Code/Description	Convicted	Released	Case #	Crime Details

Probation Status	Probation Officer	Contact	County	Conditions

Open Cases
Date Opened Case Number Notes

No Change

I \_\_\_\_\_ do hereby attest, under penalties of perjury, that any and all information

contained here is current and accurate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Badge Number: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B

## REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

### OFFENDER DETAILS:

<b>OFFENDER'S NAME:</b>	<b>DOB:</b>
<b>ADDRESS:</b>	<b>CITY/STATE/ZIP:</b>
<b>OFFENDER PHONE:</b>	<b>ZIP CODE.:</b>
<b>EMPLOYER:</b>	<b>WORK PHONE:</b>
<b>OFFENDER LEVEL IF KNOWN:</b>	<b>FORM OF ID:</b>

### DATE & TIME OF CONTACTS: \*SEE KEY BELOW FOR CODING

DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:

### RESULT OF CONTACT:

<b>MADE IN PERSON CONTACT: YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>	<b>FTR CASE NUMBER ASSIGNED IF NO CONTACT MADE:</b>
<b>STATEMENT TAKEN:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>	

### REPORTING PARTY INFORMATION:

<b>REPORTING PERSON:</b>		<b>DOB:</b>	
<b>MAILING ADDRESS:</b>		<b>CITY/ZIP:</b>	
<b>TELEPHONE:</b>		<b>ALT #</b>	
<b>RELATION TO OFFENDER:</b>	NONE (UNKNOWN) <input type="checkbox"/> KNOWN <input type="checkbox"/>	<b>RELATION:</b>	

\*CONTACT CODE KEY:

1 = OFFENDER MOVED	5 = HOUSE FOR SALE	9 = TOOK STATEMENT
2 = BAD ADDRESS	6 = ARRESTED	
3 = NOT HOME	7 = OFFENDER IN JAIL	
4 = CHANGE OF ADDRESS	8 = DEAD	

**OFFICER/DETECTIVE:**

**AGENCY:**

Date \_\_\_\_\_ Agency/Officer \_\_\_\_\_ Incident number \_\_\_\_\_

Witness Statement – Failure to Register

Suspect’s Name: \_\_\_\_\_

Suspect’s Last Registered Address: \_\_\_\_\_

Witness’ Name: \_\_\_\_\_

Witness’s Home Address: \_\_\_\_\_

Witness’ Home Phone Number \_\_\_\_\_ Cell: \_\_\_\_\_ Other: \_\_\_\_\_

How do they know the suspect (please be as detailed as possible)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If suspect rented an apartment or a room from the witness, please have them provide a copy of any documentations to this effect and any documentations the suspect moved out.

Did the witness ever see the suspect at his/her last registered address? \_\_\_\_\_

How often would they see him/her there? \_\_\_\_\_

When did the witness start seeing him/her there? \_\_\_\_\_

When did they stop? \_\_\_\_\_

Why did the suspect stop staying at the address? \_\_\_\_\_

Did the suspect keep any personal belongings there? \_\_\_\_\_  
\_\_\_\_\_

In general, when is the last time they saw the suspect ? \_\_\_\_\_

Do they know where the suspect moved to or their current whereabouts? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Can they provide the names and contact information of any other witnesses who would have seen the suspect staying at his/her last registered address? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the witness willing to assist in prosecution? \_\_\_\_\_

Under penalty of perjury of the laws of the State of Washington, I certify that the foregoing is true and correct.

Witness’ Signature \_\_\_\_\_ date \_\_\_\_\_

EXHIBIT D

**WASPC GRANT FILING  
NON-DISCOVERABLE**

TO: KCPAO – Special Assault Unit – Seattle		DATE:	
FROM:		INCIDENT #:	
AGENCY:			
SUSPECT #1:			
DOB:	RACE:	SEX: M <input type="checkbox"/> F <input type="checkbox"/>	WGT:
SUSP #1 ADDRESS:			
CHARGE: <b>Failure to Register as a Sex Offender</b>		DATE OF CRIME:	
VICTIM #1: <b>State of Washington</b>			DOB:
VICTIM #2:			DOB:
INTERVIEWED BY: <b>NO ONE</b>		DPA NAME:	
TYPE OF CASE: <b>FTR - Failure To Register</b>			OTHER TYPE:

**THIS CASE IS BEING REFERRED FOR THE FOLLOWING REASONS**

FILING OF CHARGES: - Comments:

DECLINE: - Comments:

**WASPC STATISTICAL REPORTING TO KCSO**

Case Referral Received by KCPAO on this date:

Case filed by KCPAO: YES  NO

Cause Number Assigned:

If no, please indicate why:

Other Explanation:



Memorandum

**Date:** 1/21/2025  
**Meeting of:** City Council

**File No.** AM No. 25-007  
**Type:** Consent Item

**TO:** Members of the City Council  
**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:**

Approval of the Edge Advisory Group Respect, Equity, Diversity, and Inclusion (REDI) Contract, in the Amount of \$233,026

**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:**  
Council approval is required for contracts exceeding \$50,000.
- **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.

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
1/14/2025	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

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



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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,

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.

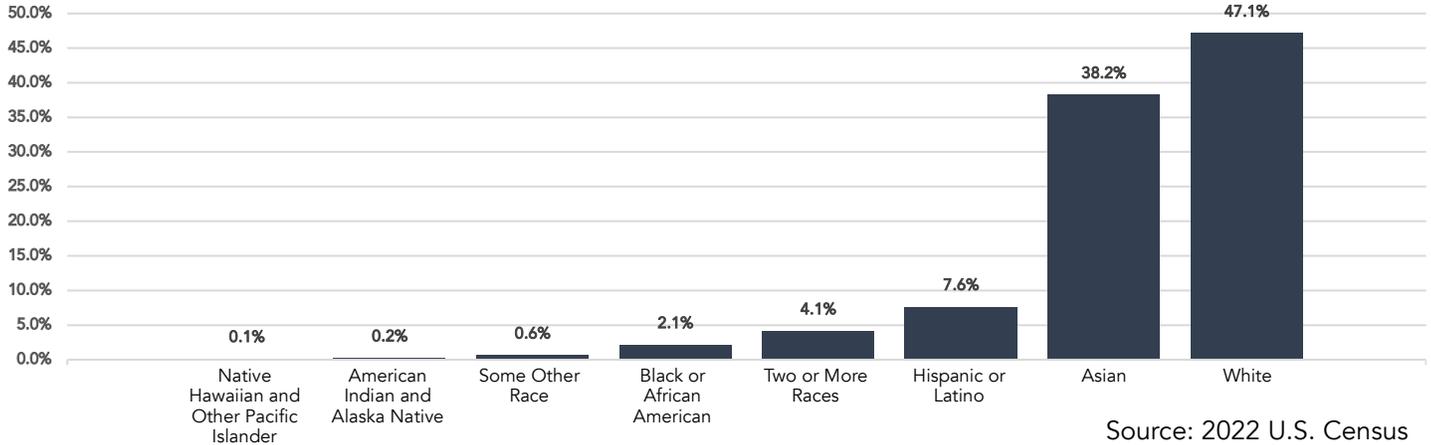
**Belonging** – We create an environment where individuals feel a sense of connection, acceptance, and purpose.



# 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.



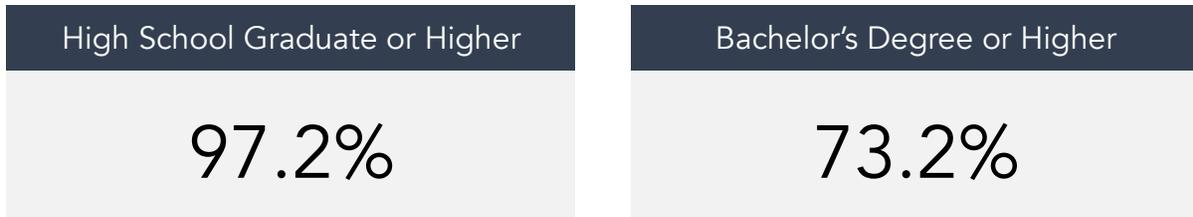
Consistent with this trend 47% of households in Redmond speak another language other than English, with over 139 languages spoken citywide.

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.

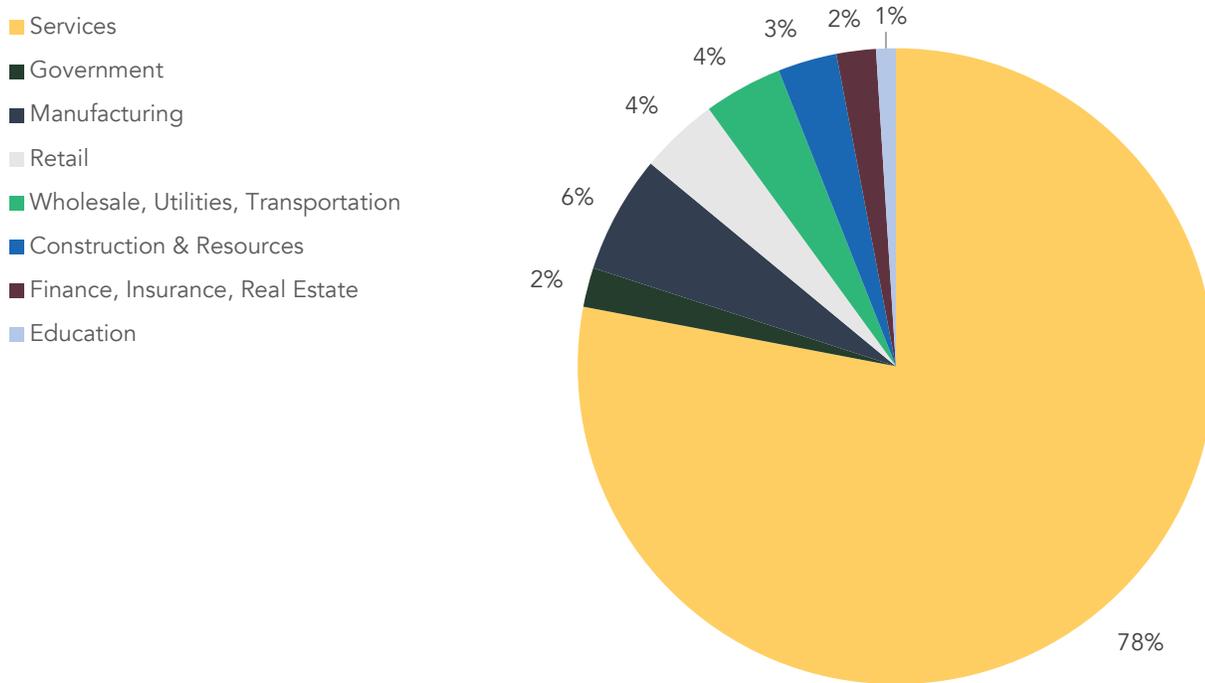
## EDUCATIONAL ATTAINMENT – POPULATION 25 YEARS AND OLDER



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>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
2.2.a: Prioritize workplace physical and psychological safety	All staff		
2.2.b: Operationalize REDI-anti-racism norms, policies, and programs	Mayor, COO, Directors, DEI Advisor		
2.2.c: Cultivate trusted relationships between leaders and staff at all levels	All Staff		
2.2.d: Foster collaboration and teamwork	Mayor, COO, Directors, Managers/Supervisors		
2.2.e: Make schedules as flexible and predictable as possible	Mayor, COO, Directors		
2.2.f: Ensure access to paid leave	Mayor, COO, Directors, Human Resources	Complete	Paid leave is spelled out in the Personnel Manual
2.2.g: 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.
2.2.h: Engage workers in workplace decisions	Mayor, COO, Directors, Managers/Supervisors		
2.2.i: Evaluate and implement appropriate reward systems	Mayor, COO, Directors, Human Resources	Continuing	Reward system policies are spelled out in the Personnel Manual
2.2.j: Connect individual work with organizational mission	Mayor, COO, Directors, Managers/Supervisors		
2.2.k: Offer quality training, education, and mentoring	Mayor, COO, Directors, Managers/Supervisors; Human Resources		
2.2.l: Foster clear, equitable pathways for career advancement	Mayor, COO, Directors		
2.2.m: Ensure relevant, reciprocal feedback	Mayor, COO, Directors; Managers/Supervisors		
Strategic Level Activities	Accountable/Responsible	Schedule	Status

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>		
Tactical Level Activities	Accountable/Responsible	Schedule	Status
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>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
<b>5.3.a:</b> Annually organize targeted outreach programs to increase participation from underrepresented community segments	COO, DEI Advisor, Communications		
<b>5.3.b:</b> Engage every year in listening sessions, town hall meetings, and other community conversations	City Council		
<b>5.3.c:</b> 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		
<b>5.3.d:</b> Develop City Council communications and accessibility strategy	City Council		
<b>5.3.e:</b> 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		
<b>5.3.f:</b> Implement a comprehensive training program on inclusivity and diversity for all city staff and leadership	COO, Directors, DEI Advisor, Human Resources		
<b>5.3.g:</b> Develop and deploy a data collection and analysis system enabling direct integration of community input into policy and services	DEI Advisor, TIS		
<b>5.3.h:</b> Annually assess progress on community engagement goals at a publicly held City Council meeting	Mayor, City Council, Directors		
<b>Strategic Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>

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>		
<b>Tactical Level Activities</b>	<b>Accountable/Responsible</b>	<b>Schedule</b>	<b>Status</b>
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.



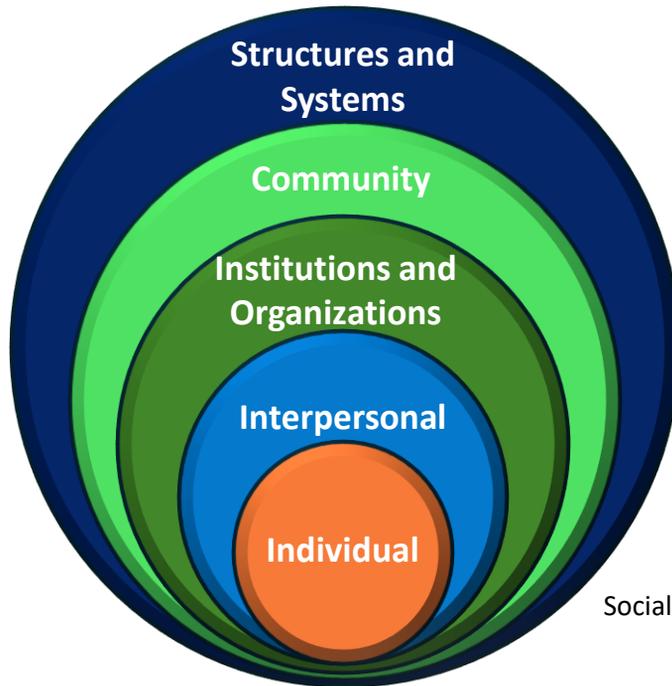
The City of Redmond assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to 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)

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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:**

**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:** 1/21/2025  
**Meeting of:** City Council

**File No.** AM No. 25-008  
**Type:** Consent Item

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

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

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

Approval of a Contract for the 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
1/14/2025	Committee of the Whole - Finance, Administration, and Communications	Receive Information

**Proposed Upcoming Contact(s)**

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

**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.

**TIS Consulting Services Agreement  
City of Redmond**

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

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).

**TIS Consulting Services Agreement  
City of Redmond**

**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:** 1/21/2025  
**Meeting of:** City Council

**File No.** AM No. 25-009  
**Type:** Consent Item

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

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

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

Approval of a Contract with Centrilogic, in the Amount of \$112,400, for 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:**  
Council approval is required for contracts exceeding \$50,000.
- **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
1/14/2025	Committee of the Whole - Finance, Administration, and Communications	Receive Information

**Proposed Upcoming Contact(s)**

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

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

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

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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

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  
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28 Mansfield Street  
Rochester, NY 14606

T: (585) 277-1320  
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SVP, Digital & Data  
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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

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: 1/21/2025  
Meeting of: City Council

File No. AM No. 25-010  
Type: Consent Item

TO: Committee of the Whole - Planning and Public Works  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Police	Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	David Puente	Captain
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TITLE:

Approval of For-Hire Transportation Redmond Municipal Code Amendment and Interlocal Agreement Update

- a. Ordinance No. 3208: An Ordinance of the City of Redmond, Washington Amending Redmond Municipal Code Chapter 5.16, to Reflect Changes in the King County Code Adopted by Reference

OVERVIEW STATEMENT:

The City of Redmond has an interlocal agreement with King County wherein the county handles licensing and enforcement of the for-hire transportation industry. The King County Code addressing for-hire transportation was amended in October 2024, and Chapter 6.64 was split into two chapters; 6.64 and 6.65. Redmond Municipal Code 5.16.010 adopts the King County Code by reference and must be amended to reflect the new code numbers.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:  
N/A
- Required:  
The State of Washington preempts the field of regulating transportation network companies and drivers under RCW46.72B.180. The only exception is for cities with a population over 600,000 and counties with population over 2,000,000. King County falls under that exemption, so the City grants the county regulation and enforcement authority.
- Council Request:  
N/A
- Other Key Facts:

N/A

**OUTCOMES:**

The renewed ILA agreement will allow King County to continue providing for-hire transportation regulation and enforcement, which it has for many years. The adoption of the ordinance will bring the RMC into alignment with the changes in the County Code.

**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:**

There is no cost to the City.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Safe and Resilient

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

**If yes, explain:**

N/A

**Funding source(s):**

The County's services are funded through its own licensing fees.

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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1/7/2025	Committee of the Whole - Planning and Public Works	Provide Direction
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**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
1/21/2025	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If the ordinance is not adopted to amend the RMC, and the ILA is not renewed to reflect the new language, the County will be unable to regulate and enforce for-hire vehicles and drivers in the City of Redmond.

**ATTACHMENTS:**

Attachment A: Ordinance to Amend RMC Section 5.16.010

Attachment B: King County and Redmond For-Hire ILA

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON AMENDING REDMOND MUNICIPAL CODE  
CHAPTER 5.16, TO REFLECT CHANGES IN THE KING  
COUNTY CODE ADOPTED BY REFERENCE

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WHEREAS, the King County Code was amended in October 2024,  
splitting Code Chapter 6.64 into two chapters, 6.64 and 6.65; and

WHEREAS, Redmond Municipal Code 5.16.010 adopts the King  
County Code by reference and must be amended to reflect the new  
code numbers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a  
general and permanent nature and shall become a part of the Redmond  
Municipal Code.

Section 2.      Amendment of Section.      RMC 5.16.010, King  
County Regulations Adopted by Reference, is hereby amended to read  
as follows:

**5.16.010 King County regulations adopted by reference.**

Chapter 6.64 of the King County Code entitled "For-Hire  
Transportation - [~~TAXICABS, FOR-HIRE VEHICLES, AND FOR-HIRE  
DRIVERS AND~~]Transportation Network Companies, Vehicles, and  
Drivers" and Chapter 6.65 of the King County Code Entitled

"For-Hire Transportation - Regional For-Hire Drivers,  
Regional Dispatch Agencies, Taxicabs, and For-Hire Drivers,

including all future amendments, is adopted by reference as if set forth in full herein; provided, that any references to unincorporated King County in Section 6.64.010, as well as any other sections pertaining to the application of the ordinance codified in this chapter, shall be changed to refer to the City of Redmond.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of January,  
2025.

CITY OF REDMOND:

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

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
DANIEL KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN**  
**King County and City of Redmond**  
**for For-Hire Transportation Regulatory Services**

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and City of Redmond, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington and collectively referred to as "Parties."

**WHEREAS**, the County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

**WHEREAS**, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

**WHEREAS**, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

**WHEREAS**, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

**WHEREAS**, the Agency desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

**WHEREAS**, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services;

**WHEREAS**, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change;

**NOW THEREFORE**, the County and Agency hereby agree:

**Section 1. Term of Agreement**

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement may be immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

## **Section 2. Agency Responsibilities**

The Agency shall:

- a. Promptly enact an ordinance that adopts by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter “the Agency Ordinances”).
- b. Promptly enact an ordinance that adopts by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter “the Agency Ordinances”).
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the King County Records and Licensing Services Division Director, hereinafter referred to as "Division Director," of the Agency’s intention otherwise.
- d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Division Director of the Agency’s intention otherwise.
- e. Delegate to the County the following:
  - i. The power to enforce the terms of the Agency Ordinances, including the power to issue, deny, restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver’s licenses, for-hire driver’s permits, regional for-hire driver’s licenses and enhanced regional for-hire driver’s licenses, company licenses, and agency licenses issued thereunder; and
  - ii. Conduct administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County’s successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency.

Nothing in this Agreement is intended to divest the Agency of authority to issue notices of violation and court citations for violations of Agency ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the Agency.

## **Section 3. County Responsibilities**

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling ordinances and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Ordinances pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate

for-hire transportation services;

- b. The provision of such service, the standards of performance, the discipline of County employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;
- c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.
- d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

#### **Section 4. Compensation and Method of Payment**

- a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.
- b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Division Director for violation of the Agency Ordinances regulating for-hire transportation services shall become the property of the County.

#### **Section 5. Mutual Covenants**

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. All County persons rendering services hereunder shall be for all purposes employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and
- b. The County contact person for the Agency regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Division Director or the successor division's director.

#### **Section 6. Dispute Resolution**

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Division Director shall be final and conclusive in all respects.

#### **Section 7. Indemnification and Hold Harmless.**

- a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the County, its officers, agents, and employees, or any of them and

in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying part and its actors.
- d. Liability Related to Agency Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Ordinances, policy, rule or regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

### **Section 8. No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

**Section 9. Administration**

This Agreement shall be administered by the Division Director or the Division Director’s designee, and the Mayor or the Mayor’s designee.

**Section 10. Amendments**

This Agreement may be amended at any time by mutual written agreement of the Parties.

**Section 11. Records**

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, chapter 40.14 RCW.

**Section 12. Complete Expression of Agreement**

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

**Section 13. Survivability**

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

SIGNATURES ON NEXT PAGE

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KING COUNTY

AGENCY OF CITY OF REDMOND

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Angela Birney, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Cheryl D Xanthos,                      Date  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney    Date

\_\_\_\_\_  
Daniel Kenny,                      Date  
City Attorney

City of Redmond  
Payroll Check Approval Register  
Pay period: 12/16 - 12/31/2024  
Check Date: 1/10/2025

Check Total:	\$	52,718.46
Direct Deposit Total:	\$	2,946,069.59
Wires & Electronic Funds Transfers:	\$	1,856,473.37
Grand Total:	\$	<u>4,855,261.42</u>

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

All Checks numbered **188569** through **188580** ,  
Direct deposits numbered **178562** through **179345** , and  
Electronic Fund transfers **1794** through **1798**  
are approved for payment in the amount of **\$4,855,261.42**  
on this **21 day of January 2025**.

**Note:**

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City of Redmond  
Payroll Final Check List  
Pay period: 12/16 - 12/31/2024  
Check Date: 1/10/2025

Total Checks and Direct deposit:	\$	4,291,522.39
Wire Wilmington Trust RICS (MEBT):	\$	563,739.03
Grand Total:	\$	<u>4,855,261.42</u>

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

DocuSigned by:  
*Cathryn Laird*  
7C0092BCC9C549B

Human Resources Director, City of Redmond  
Redmond, Washington

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**City of Redmond**  
**Payroll Check Approval Register**  
 Pay period: 12/1 - 12/31/2024  
 Check Date: 12/31/2024

Check Total:	\$	-
Direct Deposit Total:	\$	13,290.21
Wires & Electronic Funds Transfers:	\$	4,649.07
Grand Total:	<u>\$</u>	<u>17,939.28</u>

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

All Checks numbered \_\_\_\_\_ through \_\_\_\_\_, and  
 Direct deposits numbered **178554** through **178561**, and  
 Electronic Fund transfers **1793** through **1793**  
 are approved for payment in the amount of **\$17,939.28**  
 on this **21 day of January 2025**.

**Note:**

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**City of Redmond**  
**Payroll Final Check List**  
 Pay period: 12/1 - 12/31/2024  
 Check Date: 12/31/2024

Total Checks and Direct deposit:	\$	14,918.68
Wire Wilmington Trust RICS (MEBT):	\$	3,020.60
Grand Total:	<u>\$</u>	<u>17,939.28</u>

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

DocuSigned by:  
  
7C0092BCC9C549B...

\_\_\_\_\_  
 Human Resources Director, City of Redmond  
 Redmond, Washington

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