



**City of Kirkland**  
**Request for Proposal (RFP)**  
**34-12-CMO**  
**State Legislative Advocacy Services**

**PART A: PURPOSE OF REQUEST**

The City of Kirkland City Manager's Office is initiating this Request for Proposal to solicit proposals from consultants experienced in state legislative operations and proceedings, who are interested in providing professional state lobbyist services to further the interests of City's legislative goals and priorities.

The proposed scope of services for this project is described in Attachment A. For informational purposes, a copy of the City's most recent State Legislative Agenda is included as Attachment B; the agenda for 2013 will be developed in the fall of 2012. A sample of the City's professional services agreement is included at Attachment C.

The City of Kirkland reserves the right to reject any submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

**PART B: RFP SELECTION PROCESS AND SCHEDULE**

The City's proposed timetable and schedule for review of the RFP Submittals and final selection of the Contractor is as follows:

- |               |  |
|---------------|--|
| August 15     | - RFP Packages available                             |
| Aug. 24       | - Deadline for submitting written questions: 5:00 PM |
| Aug. 31       | - RFP Submittal Deadline: 4:00 PM                    |
| Sept. 4 – 7   | - Evaluation Panel reviews and scores RFP Submittals |
| Sept. 10 – 14 | - In-person interviews                               |
| Sept. 17      | - Contract awarded                                   |
| Oct. 1, 2012  | - Execute Contract and Notice to Proceed             |

These dates are estimated and subject to change by the City.

**PART C: SUBMITTAL INSTRUCTIONS**

Proposals must be received no later than **4:00 PM Pacific Time on Friday, August 31, 2012.**

Proposals may be submitted as email attachments (preferred) or an original and four paper copies may be mailed or delivered to the address shown below.

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Emailed proposals should include "34-12-CMO, State Legislative Advocacy Services RFP" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) and must be received before the due date and time. (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

Paper proposals are to be mailed or delivered to:

The City of Kirkland  
Attn: Barry Scott – Job Number 34-12-CMO  
123 Fifth Avenue  
Kirkland, WA. 98033

The proposal, whether electronic or paper, shall not exceed twenty (20) pages (10 double-sided sheets of paper). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the twenty (20) page limit.

Incomplete proposals and proposals that arrive after the due date and time will not be accepted. The City of Kirkland accepts no liability for misdirected or lost documents. Submittals will not be returned.

A respondent may withdraw a submittal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new submittal prior to the final closing date given above.

**Questions:** Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov) or by phone to 425-587-3123.

Questions regarding the scope of services or evaluation process should be submitted in writing or by e-mail to Lorrie McKay, Intergovernmental Relations Manager at [lmckay@kirklandwa.gov](mailto:lmckay@kirklandwa.gov) by 5:00 PM on August 24. Please allow at least one business day for responses. Questions submitted after August 24 will not be answered.

**Contract:** The contract shall consist of the following documents: The Request for Proposal (RFP), the accepted proposal, a Professional Services Agreement (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complementary and what is called for in any one document shall be binding as if called for by all.

**Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

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**PART D: SCOPE OF SERVICES**

**General Information**

The intent of this RFP to obtain proposals from qualified individuals, firm, or entities to provide state legislative advocacy services. The selected Consultant will work with the City to develop state legislative agendas and work with legislators, agency and department staff to advance the City's legislative agenda in Olympia, monitor the state's appropriations cycles and grant deadlines and other appropriate state activities.

Kirkland is one of 44 Washington cities operating under the Council-Manager form of government. This system of local government combines the political leadership of elected part-time council members with the managerial experience of an appointed full-time City Manager. The City Council is the legislative body; its seven members are the community's decision makers. The City Manager is hired to serve the Council and the community in carrying out policies and overseeing the delivery of municipal services. The Mayor is elected from within the City Council, to serve a two-year term. The Mayor presides at City Council meetings and represents the City at various ceremonial functions and at other community and intergovernmental meetings. This position does not exercise veto power.

Kirkland is a suburban city in King County, Washington, located on the Eastside of Lake Washington from the City of Seattle. Since the incorporation of Kirkland in 1905, the city has grown to approximately 12 times its original geographic boundaries, nearly doubling in size during the 1940s and 1960s. In 2011, Kirkland annexed three unincorporated northern neighborhoods adding approximately 31,000 new residents and nearly 7 square miles. Its current total population is approximately 81,000, making it the 6<sup>th</sup> largest city in King County and the 12<sup>th</sup> largest in Washington State.

Notable businesses in Kirkland include Google, INRIX, Revel, Kenworth Truck Company, the Woodmark Hotel and the Heathman Hotel to name a few. The Totem Lake Business District, a designated regional urban center, is home to Kirkland's largest employer, Evergreen Hospital and Medical Center, and is the focus of significant economic revitalization.

Features of the city include its unique downtown waterfront, the only Eastside downtown frontage along Lake Washington's shoreline, with restaurants, art galleries, a 400 seat performing arts center, public parks, including beaches. The City recognizes pedestrian safety and walkability as key components in the quality of life for those that live, work, and play here. The City has preserved its public pathways along Lake Washington Boulevard. In 2006, Kirkland was the first city in Washington State to adopt a Complete Streets Ordinance, which provides for the design of streets that will enable safe access for all users.

In 2012, the City purchased a 5.75 mile segment of a former BNSF rail corridor from the Port of Seattle. This 'Cross Kirkland Corridor' runs north/south through the Totem Lake designated urban center, past businesses and through some of the most densely populated neighborhoods along the entire corridor. Its southern end runs next to the South Kirkland Park and Ride, the site of a future

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transit oriented development at the southern border of the City and the northern border of the City of Bellevue.

Lake Washington School District is the primary public school district for the City of Kirkland. Kirkland is also home to Lake Washington Institute of Technology, as well as Northwest University, a regionally accredited Christian coeducational institution.

Kirkland is bordered to the west by Lake Washington, to the east by the City of Redmond, to the south by City of Bellevue, and to the north by the cities of Kenmore, Woodinville, and Bothell. Kirkland is accessible via Interstate 405, which connects it with other Eastside cities, including Bellevue, Renton, and Bothell. Seattle, which is west of Kirkland, as well as Redmond to the east, are both accessible through State Highway 520.

**Scope Detail**

Anticipated work includes, but is not limited to:

- Develop legislative concepts/language and legislative agenda in conjunction with the City's Legislative Committee, City Manager and Intergovernmental Relations Manager.
- Participate (prior to and during session) in weekly Legislative Committee meetings via conference call on legislative priorities and specific issues to review, analyze and develop strategies.
- Provide general education and insight on the Governor's office and state legislature and specific or potential impacts on the City of Kirkland.
- Provide regular weekly reports to City (due Thursday's) during session to include: detailed updates on priority agenda items in a format mutually agreed to by the City and the consultant; a weekly schedule of relevant upcoming legislative hearings; bill tracking; and reporting information for all legislation that may impact the city.
- Coordinate meetings with legislators and with the Governor's and agency staff.
- Facilitate legislation sponsorship and introduction in both the House and Senate as needed.
- Work with the City to maximize its capital programs applications.
- Work on budget items in any of the three budgets – transportation, capital and operating as determined within the legislative agenda.
- Present legislative issues to the full City Council as needed/upon request.
- Provide an end-of-session summary report.

**PART E: CONTRACTOR QUALIFICATIONS, KNOWLEDGE, SKILLS AND ABILITIES**

Provide a statement of qualifications and relevant experience of individual(s) who will be involved in this contract. Statement should demonstrate a successful history of providing like or significant services to the City or other similar entities sufficient to support the conclusion that the proposer has the ability and the operational capacity to provide the services required in this RFP. In order to

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be considered for employment, the Consultant must:

- Be licensed to do business in the State of Washington.
- Have a record of three years' experience in legislative governmental representation in Olympia.
- Be registered with the Public Disclosure Commission (PDC) for lobbying activity in the State of Washington.
- Have a valid City of Kirkland business license or agree to obtain such license by the start of the contract period.
- Be available to provide services starting on October 1, 2012.
- Demonstrate to the City's satisfaction that the proposer has the financial strength and stability to assume the responsibilities required under this RFP and to successfully fulfill the contract.
- Demonstrate to the City's satisfaction that the proposer has the staffing capacity, vehicle(s), equipment, training and licensure requirements necessary to assume the responsibilities required under this RFP and to successfully fulfill the contract.

**PART F: REQUIREMENTS**

Please note the following general requirements are mandatory to all proposals. Proposals submitted after the deadline date or lacking one or more of the following requirements will not be accepted.

Please include your name; business name; address; email address; phone number. All proposals sent electronically must be in a PDF or Word document.

All proposals must include the legal name of organization, firm, individual of those submitting the RFP. Include the address of principle place of business; phone numbers; primary person to contact and be signed by an official who is legally authorized to bind the organization.

All proposals should be a maximum of twenty pages and must include a detailed description of the proposer's qualifications and relevant experience of individuals(s) who will be involved in this contract and must include the following information about the firm:

- State of Incorporation
- UBI number, and Federal Tax ID number
- Business Address
- Phone & Fax Number for Contact Person
- E-mail Address for Contact Person

Provide all references and materials required by the RFP instructions (Part C).

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**PART H: BUDGET AND LENGTH OF CONTRACT**

The City's estimated cost of State Legislative Advocacy Services is \$48,000 per year in its entirety and is contingent upon budget approval by the City Council for the 2013-2014 budget cycle. Payment amounts and schedules will be based on the proposal and, if selected, subsequent negotiations.

The length of the contract for State Legislative Advocacy Services will be for a period of three (3) years with an additional one (1) year extension upon mutual agreement of both parties.

**PART I: SELECTION CRITERIA AND EVALUATION PROCESS**

A selection team, designated by the City, will evaluate and determine the ranking of the Proposals. The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an in-person interview/presentation. Should the City elect to hold interviews, it will contact the top-scoring firm(s) to schedule a date, time and location.

The City Manager for the City of Kirkland shall award the contract to the proposer that successfully demonstrates the ability to meet the required elements in the most cost effective and efficient manner. All proposals will be evaluated using the same criteria. The criteria used will be:

A. Ability to Perform Required Services

The City will consider all the relevant material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the City in determining whether a proposer is capable:

1. Experience, and reputation of the agency and other information that has a direct bearing on the decision to award a contract.
2. Quality, ability, capacity and skill of the agency to perform the scope of services, and responsiveness of the proposed program/methods.

B. Fees

Fees proposed for services to be performed.

C. Ability to Meet Part F: Requirements

Provide all information and meet contract requirements under "Part F: Requirements" of this RFP.

D. Results of Interviews

The City may conduct interviews as part of the final selection process.

Failure to provide a complete proposal, clearly provide the elements of proof required, or demonstrate the elements stated above shall be cause for the rejection of any proposal.

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**PART J: TERMS AND CONDITIONS**

1. All proposals submitted become public information.
2. The City encourages participation in all of its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE).
3. Nondiscrimination: No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
4. In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all proposers by the Purchasing Office.
5. It is understood that the Contractor and its employees will be independent from the City and will not be considered employees of the City.
6. It is understood that the Contractor shall not receive any additional compensation for expenses.
7. The successful proposer shall make such arrangements as may be necessary to commence operation on October 1, 2012 upon the final approval of the contract.
8. The City of Kirkland may request additional information or clarification from any proposer.
9. Proposals may not be modified or withdrawn after the time set for the opening of this proposal.

**Attachment A: Services by Consultant**  
**Professional Services Agreement**  
**City of Kirkland**  
*August 14, 2012*

Consultant agrees to:

- Develop legislative concepts/language and legislative agenda in conjunction with the City's Legislative Committee, City Manager and Intergovernmental Relations Manager.
- Develop agenda and assist with materials for Mayor's pre-session legislative breakfasts.
- Participate in Mayor's pre-session legislative breakfasts.
- Participate (prior to and during session) in weekly Legislative Committee meetings via conference call on legislative priorities and specific issues to review analyze and develop strategies.
- General education and insight on the Governor's office and state legislature and specific or potential impacts on the City of Kirkland.
- Provide information on delegation members' priorities and committee assignments.
- Provide regular weekly reports to City (due Thursday's) during session to include: detailed updates on priority agenda items in a format mutually agreed to by the City and the consultant; a weekly schedule of relevant upcoming legislative hearings; bill tracking; and reporting information for all legislation that may impact the city.
- Coordinate meetings with legislators and with Governor and agency staff (prior to and during session).
- Coordinate and/or participate in meetings with other stakeholders with similar interests (Association of Washington Cities, etc) prior to and during session.
- Finalize drafting and work with drafting amendments and budget provisos as they change in the legislative process.
- Coordinate an executive branch strategy as needed depending on legislative agenda items.
- Assist the City with creating effective, consistent and coordinated communications with the state delegations.
- Facilitate legislation sponsorship and introduction in both the House and Senate as needed.
- Seek assignment to favorable committees for review.
- Get legislation heard before each relevant committee, and coordinate the appropriate people to testify before various committees.
- Advise city officials and staff on interaction with legislative and executive branch via phone and e-mail.
- Present legislative issues to the full City Council as needed/upon request. (Council meetings are generally held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday's of each month)
- Communicate with agency officials to ensure their support.
- Monitor opposition activities designed to prevent or unfavorably alter City legislation, and take appropriate action to ameliorate opposition.
- Work with chairs and committee members to ensure legislation isn't altered (or is altered per the City's wishes) before passing out of committee.
- Work with leadership, Rules Committee members, and leadership staff to move bills out of the Rules Committees and achieve floor action.
- Research and provide information on state funding opportunities.
- Work with the City to maximize its capital programs applications.
- Work on budget items in any of the three budgets – transportation, capital and operating as determined within the legislative agenda.
- Timely and accurate information on appropriation timelines and various deadlines throughout the appropriation process, including information on funding levels.
- Guidance and status reports on the City's appropriation requests.
- Provide an end-of-session summary report of the legislative session.



**CITY OF KIRKLAND  
2012 LEGISLATIVE AGENDA**

**General Principles**

Kirkland supports legislation to promote the City Council's goals and protect the City's ability to provide basic municipal services to its citizens.

- Defend against state revenue reductions or legislation that hamper the City's ability to complete the Finn Hill, Juanita and Kingsgate-area annexation. (Keep State Annexation Sales Tax Credit)
- Protect shared state revenue sources available to the City, and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.

**City of Kirkland 2012 Legislative Priorities**

1. Kirkland opposes new mandates that draw on City resources, and opposes any further shifting of costs or services from the State or County to cities.
2. Kirkland supports legislation securing financial assistance to construct the Public Safety Building which will consolidate public safety services and adequately serve the City after annexation.
3. Kirkland supports preserving all options for future use of the BNSF corridor, and state financial assistance to implement multiple uses including recreation and transportation.
4. Kirkland supports solutions to transfer fire hydrant-related costs from the City's General Fund to other more appropriate sources.
5. Kirkland supports legislation providing cities with financing options to support public/private partnerships (including flexibility in the use of existing tax sources)
6. Kirkland supports legislation amending RCW 82.02.060 to eliminate cities' obligation to pay impact fees from qualifying public funds when exempting low-income housing from impact fee requirements.
7. Kirkland supports legislation allowing cities the same fire benefit charge authority that fire districts receive under RCW 52.18.010.
8. Kirkland supports the State funding mitigation to communities impacted by diversion caused by tolling of state facilities.



**CITY OF KIRKLAND  
LEGISLATIVE SUPPORT AGENDA**

Kirkland generally supports the policy principles of the items below, however, formal City support is contingent upon reviewing and approving the specific language of any legislative proposal drafted to advance a particular item.

**2012 Legislative Support**

**Legislation on Kirkland's "Support" agenda from 2011**

- Support brown grease to energy conversion legislation and programs.
- Support modification of the Washington State Department of Licensing's (DOL) implementation of the Commercial Driver's License process.
- Support legislation providing for the safe collection and disposal of unwanted drugs from residential sources through a producer provided and funded product stewardship program.
- Support an amendment to RCW 46.68.090 that would allocate gas tax revenues between counties and cities based on a per capita allocation rather than the current fixed percentages.
- Support legislation that would allow cities access to the State Department of Labor and Industries data as a means of verifying local business tax payments.

Additionally, Kirkland supports selected items of the 2012 legislative agendas for the following organizations:

**Association of Washington Cities**

**1. Help our communities drive job growth**

- Invest in building and maintaining critical infrastructure, thus creating jobs. For example, the Public Works Trust Fund should be held harmless or enhanced.
- Reform the SEPA process to streamline it and better align it with other environmental reviews, reducing regulatory costs and spurring development that will create jobs.
- Enable tax increment financing authorities to support public-private economic development partnerships that will foster job-creating growth.
- Support workforce training and education programs, such as the Governor's aerospace initiative.

**2. Give cities revenue flexibility to meet community needs**

- Continue revenue sharing that helps pay for public safety and other critical services.
- Ease restrictions on how local governments can spend their own revenue to best meet local needs, and preserve local taxing authority that reflects community priorities.
- Explore new opportunities for funding local priorities.

**3. Reform policies and regulations to reduce costs and uncertainty**

- Pursue greater regulatory flexibility to reflect reduced resources. For example, the state should ensure that stormwater regulations are both financially and technologically feasible.
- Address public records abuses that drive up local costs without enhancing real transparency or the public's right to know.

- Resist transferring state responsibilities to local government without adequate funding or resources.
- Provide more clarity on the medical marijuana law to give local government better guidance on how to address this issue.
- Look for opportunities to address unsustainable personnel costs, such as modifying binding interest arbitration.

## Transportation Issues

### Transportation Choices Coalition

- Safe and Flexible Street Design (HB1700) - Allows flexibility for cities, counties and developers to use updated guidelines for designing for bike and pedestrian uses, to increase safety and reduce costs of projects.
- Transportation Goal of Public Health (Rep. Billig) - Adds health to Washington's six transportation goals to integrate health in transportation policy, planning and investments, in order to reduce chronic diseases, reduce motor-vehicle-related injury and deaths, and ensuring transportation access for all people.
- Neighborhood Safe Speeds Bill (HB1217) - Provides cities and counties the authority to establish 20 mph zones on some non-arterial streets to lower accident rates and protect vulnerable users. The chances of dying from a collision with a car at 20 miles per hour are 5% compared to the 45% chance of death in a similar impact at 30 miles per hour.
- Peer to Peer Car Sharing (Rep. Hudgins) - Removes barriers to peer to peer car sharing (P2P), clearing the way for more pioneering companies to set up shop in Washington. P2P car sharing empowers people to travel more efficiently and cause a shift from personal to shared transport. It can trim emissions, traffic accidents, fuel costs, need for costly parking, while it generates income for car owners, and stimulates the local economy.
- Mileage Based Insurance (Rep. Ryu) - Promotes insurance policies that base premiums on miles driven. This policy offers the opportunity to improve the accuracy of auto insurance ratings, which is fairer and more economically efficient.

### Bicycle Alliance of Washington

- HB 1700, which would encourage higher-quality bike and pedestrian facilities.
- HB 1217, which would give cities and counties the authority to establish 20 mph zones.
- The Transportation for Washington funding package.
- Funding for the Complete Streets bill passed in 2011.
- A 3-5' safe passing bill and, if so, build a coalition of support.
- Work on the US Bicycle Route System (USBRS) in Washington State.
- Revise Department of Ecology's storm-water rules that currently inhibit widening shoulders or adding bikes lanes due to the creation of additional impervious surface, ability to mitigate, and cost.

## Human Services Issues

### Eastside Human Services Forum

#### 1. Preserving Services for Basic Needs

- Maintain programs that provide basic needs for all residents, such as food (State Food Assistance Program for legal immigrants health care (the Basic Health Plan, Children's Health), and mental health counseling (Medicaid and non-Medicaid funds).
  - Maintain funding for the Washington Information Network (WIN) 2-1-1.
2. Preventing and Ending Homelessness
- Maintain the State investment in the Housing Trust Fund.
  - Ensure adequate funding for the Home Security Fund, generated by fees on the recording of real estate documents. These funds provide resources for an array of effective programs, such as homelessness prevention and other services.
  - Maintain the Housing and Essential Needs Program that replaced the Disability Lifeline.
3. Supporting Early Learning and School Readiness
- Maintain the current investment in home visiting funding for evidence-based home visiting programs such as Healthy Start.
  - Protect current investments in early learning for the Early Childhood Education and Assistance Program (ECEAP), WaKids (the new State kindergarten learning assessment), the WA State Child Care Resource & Referral Network, and the Working Connections Child Care Program.
4. Supporting the Most Vulnerable Older Adults and People with Disabilities
- Support services that enable older adults to remain in their homes and in the community.
  - Protect vulnerable adults from abuse and neglect.
  - Maintain medical services for older adults and people with disabilities and their families.
5. Other Issues
- Support the Local Government Flexibility and Impact Fee Exemption Bill (HB 1398/SB 5524).
  - Preserve funding for naturalization services.
  - Maintain Funding for medical interpretation.

**Bellevue Network on Aging**

*The Bellevue Network on Aging 2012 legislative agenda, as approved at their 11/3 meeting, is:*

- Provide support services that enable adults to stay in their homes.
- Protect older adults from abuse and neglect.
- Maintain medical services for older adults.

**Washington Association of Area Agencies on Aging**

*As of the December 21 drafting of this memo, the W4A has yet listed a 2012 legislative agenda.*

**Washington Low Income Housing Alliance/Washington Coalition for the Homeless**

*(These groups have merged and have a joint agenda)*

1. Invest/add more dollars to the Housing Trust Fund.
2. Provide opportunity for Washington's most vulnerable.
  - Preserve the Housing & Essential Needs Program.
3. Protect Revenue to Fight Homelessness.
  - Support HB 2048/Kenney and SB 5952/Kohl-Welles (document recording fee increase).

4. Remove Barriers to Housing.
  - Enact the Fair Tenant Screening Act - SB 5952 (Kohl-Welles) – to require transparent and fair reporting standards.
5. Support affordable housing policies
  - Impact Fee Waiver for Affordable Housing: HB 1398/Fitzgibbon and SB 5524/White.
  - Allow DOH access to transient housing to conduct inspections (inspection of substandard lodgings).
  - Mobile Home Landlord Tenant Act Clarification: HB 1566/Lias, and SB 5433/Fraser.
  - Protect Youth Aging Out of Foster Care.
  - Protect Washington's Housing Trust Fund Investments: HB 1699/Kenney.
  - Protect TANF and the families that rely on this important program.
  - Replicate innovative and cost-saving approaches to addresses chronic homelessness: HB 1957/Goodman.

## **Environmental Issues**

### **Environmental Priorities Coalition**

- Toxic-Free Kids: Protecting Children's Health from cancer-causing flame retardants and help put businesses on the path to using chemicals that won't harm health, the environment, or their bottom line.
- Fulfill our Clean Energy Initiative: Sustain the success of I-937 in bringing investments, jobs and economic development throughout Washington.
- Pollution-Free Prosperity: Prevent attempts to weaken, delay or rollback state environmental laws and programs that are critical for clean air, clean water and healthy communities.

### **Water Issues**

- WRIA 8 support (*if legislation comes forward...*)
- Support legislation to establish a sustainable funding mechanism to implement the Puget Sound Partnership agenda including funding for projects, programs, permitting and monitoring related to storm water pollution.
- Authorize legislation for creation of multipurpose Watershed Districts.

## **Public Safety Issues**

### **Washington Association of Sheriffs and Police Chiefs**

- Security Alarm System and Vacation Watch Program Information Exempted from Public Disclosure/ HB 1234/HB 5244.
- Supplemental Budget 2012/WASPC Operating Budget and Preservation of the Washington Auto Theft Prevention Authority.
- DNA Collection upon Arrest/HB 1369.
- Extending Statute of Limitations for Trafficking in Stolen Property from 3 to 6 years

### **Washington Fire Chiefs Association**

1. EMS simple majority elections (50% plus 1) for EMS (Emergency Medical Services) Levies and Benefit Charge elections.
2. Funding for State Fire Training Academy at North Bend, WA.
3. Volunteer pension benefits & eligibility.  
There are three issues on this subject and WFC supports all three. 1) Formalizing the expansion of the definition of volunteer Firefighter as it is applied today; 2) Establishing a "reserve officer" disability system for non-traditional volunteers; and 3) A credit service buy-back option.
4. CBRNE: funded regional hazardous materials incident response teams.  
*Via letter co-signed by fire service leaders, the WFCFA will formally put this issue on hold. The letter will be posted on the WFCFA Legislative share point site.*
5. Labor Law Issue (mediation & arbitration, workplace safety)

### Parks Issues

#### Washington Recreation and Parks Association

- Protect WWRP dollars.
- Complete Streets funding in any transportation package – and an overall "Healthy & Sustainable Communities" line item (protect public health funding, etc.).
- Non-highway funds "cap removal" in any transportation package.
- Refinements to Discover Pass to ensure confidence in the program (likely changes to transferability, etc.).
- Intervention/prevention components of Gangs Prevention legislation.
- Monitor Impact Fee legislation (mandating collection at sale/closing).
- Metropolitan Park District levy "suppression" adjustments (if brought forward).

### Planning Issues

#### Washington Chapter of the American Planning Association

- Enable Tax Increment Financing (TIF): Provide new local revenue and financing options for cities and counties to support growth, community revitalization, natural resource conservation and housing affordability.
- Amend SEPA and other state laws to facilitate "shovel ready" projects.
- Require Special Purpose Districts to plan under GMA.
- Require State Agencies to plan under GMA.
- Clarify and connect state Climate Change goals to regional plans and local actions, including the following:
  - Amend RCW 47.80 to require that reductions in vehicle miles traveled and greenhouse gas emissions be addressed regionally.
  - Amend RCW 36.70A.020(10) to recognize the role that compact urban development and multimodal transportation play in reducing greenhouse gas emissions.
  - Amend RCW 36.70A.070 (6) to include multimodal transportation strategies and highlight transit-oriented development (TOD) as a strategy to create compact, complete and connected communities.



## PROFESSIONAL SERVICES AGREEMENT

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$ \_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as

otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all

other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_ Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Marilynne Beard, Assistant City Manager

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

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