



MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as "City," and **NAME OF ORGANIZATION** hereinafter referred to as "Contractor."

WHEREAS, the City wishes to grant funding in support of certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. Services. The Contractor shall perform all the services and tasks necessary to operate and market **NAME OF EVENT**, including the provision of all materials and equipment necessary for full performance.
2. Funding Amount. The City shall reimburse the Contractor for expenses under this Agreement a sum not to exceed **\$AMOUNT OF FUNDING**. Payments made pursuant to this paragraph shall be the total compensation by the City for the services to be performed by Contractor.
3. Invoices. The Contractor will submit written invoices and receipts in a form as may be required to the City to be eligible for reimbursement for the expenses to be provided under this Agreement. These receipts and invoices shall be submitted by December 1, 2014 and shall detail the operating and/or marketing services provided.
4. Indemnification. Contractor 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 resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
5. Insurance. Contractor shall provide insurance coverage and additional insured status for the City as required by the City on a case by case basis.
6. Documentation. The Contractor shall document how any City funds designated as Lodging Excise Tax funds are spent towards tourism promotion as defined in Kirkland Municipal Code 5.19.050(c)(2) and RCW 67.28.080. This documentation shall be included on forms to be provided by the City which shall be submitted no later than December 1, 2014. The City shall have the right to review the documentation upon request at any time.
7. Term. The term of this Agreement and the performance of the Contractor shall commence on January 1, 2014 and shall be in effect until December 1, 2014.
8. Promotion. The Contractor shall use the explorekirkland logo provided by the City of Kirkland Tourism Program on all online and print materials promoting their event throughout 2014.

9. No Discrimination. 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 40.60.215 or other applicable law prohibiting discrimination.
10. Dispute Resolution. The final decision in resolving any dispute arising between the Contractor and the City will rest with the City of Kirkland.

EXECUTED this ____ day of _____, 2014

CITY OF KIRKLAND

Funding Recipient:

By: _____

Marilynne Beard, Deputy City Manager

Authorized Agent: