City of Kirkland
Request for Proposal

Cemetery Management for Operations and Maintenance

Job # 16-20-FA

Issue Date: January 29, 2020
Due Date: March 9, 2020—5:00 p.m. (Pacific Time)
REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Cemetery Management for Operations and Maintenance

File with Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. March 9, 2020** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City’s web site at [http://www.kirklandwa.gov/](http://www.kirklandwa.gov/). Click on the Business tab at the top of the page and then click on the Request for Proposals link found under “Doing Business with the City”.

The City of Kirkland reserves the right to reject any and all proposals, 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.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City’s sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 29th day of January 2020.**

Greg Piland
Financial Operations Manager
425-587-3123
Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000 and is the twelfth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland’s government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

The Kirkland Cemetery is operated by the City of Kirkland and is located at the corner of NE 80th Street and 120th Avenue in the Rose Hill community. It is one of the few municipal facilities of its kind in the Puget Sound area. Over the past century, nearly 4,500 people have been buried here, including some of Kirkland’s early pioneers. Improvements completed in 1994 increased the capacity of the cemetery by about 3,500. Currently, all full plot burial plots have been sold and there were 58 burials in 2017, 57 in 2018, and 55 in 2019. There are an estimated 133 urn plots unsold and 540 unsold niche spaces available as of January 1, 2020. The successful bidder would have access to a staging area and an additional approximately ½ acre lot for storage or potentially additional burial plots/urns.

Oversight is provided by the Cemetery Committee, which is comprised of the Finance & Administration Director, Parks Director and staff. The committee periodically reviews and makes recommendations to the City Manager on fees, policy, and operational plans.

Purpose of Request

The City of Kirkland (“City”) is requesting proposals from qualified firms to manage the operations and maintenance of the City’s cemetery based upon the scope of services contained in this Request for Proposal (“RFP”). The intent is to select one firm to provide services. The ideal firm would be able to provide the functions outlined in the Scope of Services and Desired Qualifications via fees collected by the firm without financial support from the City.

Scope of Services and Desired Qualifications

Sales, Administration and Management includes the everyday operation of the office responsibilities including but not limited to, keeping track of and scheduling burials, internments and niche space allocations, handling financial responsibilities such as receiving payments, payment of bills and developing budgets for cemetery operations, as well as day-to-day oversight of cemetery operations, including coordinating the other aspects of cemetery work. This facet
would also be responsible for selling cemetery services and keeping records of such sales, advertising, and promoting the cemetery and working with City officials in connection with all of these responsibilities.

Landscape Maintenance and Tree Care includes mowing, pruning, and landscaping, including all grounds-keeping responsibilities not directly related to internment and burial services. Attachment D includes landscape maintenance, tree care, and cemetery standards.

Urns, Headstones, and Niche Wall Maintenance includes cleaning and maintenance of and around urns, headstones, and niche walls.

Interment, Disinterment, and Burial Services includes providing on-site funeral services and responsibilities such as but not limited to excavations, burials, and related landscape recovery. Attachment F includes current sales, internment, disinterment, and burial forms.

Scope Options

- Bidders may provide options to increase the number of available plots and niches via capital improvements. If the bidder pursues this scope option, they should provide the level of participation, financial or otherwise, that would be needed from the City.

Minimum Qualifications/Requirements

- Years in the cemetery industry.
- Years in the funeral home or service industry.
- Years in turf and tree care industry (or subcontractor).
- Last three years audited cash flow and balance sheet to demonstrate financial strength.
- Information describing bidders background and experience with work related to the scope of work.
- Proposed Business Plan (including staffing, management, and financial plan; record keeping policies and procedures; transition plan; and owner’s and management staff’s resume) and proposed capital improvement plan. Capital improvement plan is optional.
- Professional references.

Budget and Length of Contract

The initial length of the contract is five years with an anticipated start date of January 1, 2021. At the sole discretion of the City, this contract may be extended.

Terms and Conditions

A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will
ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.

D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.

E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City’s standard Professional Services Agreement is available for review (see attachment G). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney’s office.

G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.

H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

I. All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)

J. The selected proposer will be required to obtain a City business license.

K. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

**Evaluation Process and Selection of Proposals**

The City will make a selection based on the evaluation of the written proposals and interviews. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:
Experience/suitability criteria – 40%
Proposed business plan including fiscal impact to the City – 40%
References and professional expertise – 20%

A selection committee will evaluate each submitted written proposal and each interview (if necessary), to determine the responsible proposer whose proposal is most advantageous to the City based on the evaluation process and evaluation criteria outlined in this RFP. The City will award the contract to the highest ranked responsive proposer.

Submission Criteria

All proposals must include the following items as described in the scope of work:

- Submit last three years audited cash flow and balance sheet.
- Submit information describing bidders background and experience with work related to the scope of work.
- Submit proposed business plan and proposed capital improvement plan. Capital improvement plan is optional.
- Submit professional references.

Attachments

1. Attachment A – Map of Cemetery
2. Attachment B – Cemetery administrative policy
3. Attachment C – Cemetery rate schedule
4. Attachment D – Parks Operations Manual (landscape maintenance, tree care, and cemetery standards)
5. Attachment E – Kirkland cemetery monthly task hours
6. Attachment F – Current sales, internment, disinterment and burial forms
7. Attachment G – Professional Services Agreement

Submission Instructions

Proposals must be received by no later than 5:00 pm PDT on March 9, 2020.
We encourage that proposals be submitted by email. Emailed proposals should include “Proposal-Job #16-20-FA” in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #16-20-FA
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the
outside of the envelope, Cemetery Management for Operations and Maintenance. The supplier’s name and address must be clearly indicated on the envelope.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required or desired. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the City whenever practicable. Use both sides of the paper for any submittal to the City whenever practicable.

**Submittal Deadlines**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>January 29, 2020</td>
<td>Release RFP</td>
</tr>
<tr>
<td>Week of February 17</td>
<td>Tour of Cemetery (optional, by appointment)</td>
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<tr>
<td>February 24, 2020</td>
<td>Proponent questions due</td>
</tr>
<tr>
<td>March 2, 2020</td>
<td>Answers to RFP questions posted on website</td>
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<tr>
<td>March 9, 2020</td>
<td>Proposals Due by 5:00 PM PDT</td>
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<tr>
<td>March 23, 2020</td>
<td>Notify proposers of interviews</td>
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<tr>
<td>Week of April 13</td>
<td>Interviews</td>
</tr>
<tr>
<td>April 20, 2020</td>
<td>Notify selected proponent</td>
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<tr>
<td>April 27, 2020</td>
<td>Contract negotiation/preparation/signature</td>
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<tr>
<td>January 1, 2021</td>
<td>Anticipated start work date</td>
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**Questions**

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City’s RFP Coordinator listed below via email. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City’s RFP Coordinator for this project is:

- **Name:** Greg Piland
- **Address:** City of Kirkland, Finance and Administration
  
  123 5th Avenue, Kirkland, Washington 98033
- **E-mail:** gpiland@kirklandwa.gov

**Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.
**Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the “Proprietary Material Submitted” section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.
Attachment B

*Administration and Operation of the Kirkland Cemetery*

*Chapter 6*

*Policy 6-5*

*Effective Date: September, 2019*

**PURPOSE:**

To provide policy guidelines and operational rules for the administration of the City of Kirkland Cemetery. This policy applies to all persons utilizing the City of Kirkland Cemetery. These policy guidelines shall only be amended in accordance with the City process for establishing or revising policies Chapter 1, Policy 1-1 now as hereafter amended.

**GOAL:**

To deliver efficient administration and operation of the Kirkland Cemetery.

**SCOPE:**

This policy applies to all activities related to the City of Kirkland Cemetery.

**DEFINITIONS:**

1. Border; the concrete edging around the marker to protect the marker from damage and to allow trimming around the marker.
2. Burial; the placement of human remains in a grave.
3. Cemetery; any place used and dedicated for cemetery purposes by the City.
4. Cemetery Committee or Committee; the Committee will consist of the Director of Finance and Administration or designee, the Director of Parks and Community Services or designee, and representatives from the parks maintenance and cemetery administration staff.
5. City; refers to the City of Kirkland, Washington.
6. Columbarium; a structure or other space containing niches for permanent inurnment of cremated remains.
7. Committal; that part of a funeral service which places the remains of the deceased to his/her final resting place.
8. Cremated Remains; a human body after cremation in a crematory.
9. Disinterment; the removal of buried human remains from a grave.
10. Foundation; the concrete poured below ground level to support and stabilize a memorial.

11. Funeral; a memorial service for a deceased person.

12. Human Remains or Remains; the body of a deceased person, and includes the body in any stage of decomposition except cremated remains as defined by RCW 68.04.020.

13. Interment; the placement of human remains in a cemetery.

14. Inurnment; the placing of cremated human remains in a cemetery.

15. Liner; any concrete or composite material container that is buried in the ground to provide outer protection and into which human remains are placed in the burial process.

16. Marker; any grave headstone, memorial or monument that is intended to permanently mark a grave.

17. Next of Kin; relative most nearly related i.e.:
   a. Spouse
   b. Domestic partners
   c. Children
   d. Parents
   e. Brothers and Sisters

18. Niche; a space in a columbarium or urn garden used or intended to be used for inurnment of cremated human remains.

19. Open and Close; the term used for referring to the opening of a gravesite and closing of a gravesite after remains are placed.

20. Plot; a space of ground in a cemetery used, or intended to be used, for burial.

21. Staff or Crew; refers to City personnel that are assigned administrative duties and maintenance duties for the City Cemetery.

22. Urn Liner; a container whose purpose is to provide outer protection for the ground burial of cremated remains.

23. Vault; any container which is buried in the ground and sealed to provide outer protection and into which human remains are placed in the burial process.

REFERENCES:
Revised Code of Washington (RCW) Title 68
Kirkland Municipal Code (KMC) Chapter 3.92
POLICY:

A. CEMETERY ADMINISTRATION AND GENERAL PROVISIONS

1. Rules and Regulations
   These rules and regulations may be administratively amended at any time by the City, and shall be so changed and amended when any rule is found to be detrimental to the best interest of the plot owners as a whole or when new conditions require the adoption of other or further regulations.

2. Cemetery Committee
   The City Manager is authorized and directed to establish the Cemetery Committee. The Committee shall periodically review and make recommendations to the City Manager on: (1) Cemetery policies; (2) long-term and operational plans for the Cemetery; and (3) rates to be charged for services, burial plots and cremated remains sites. The Committee shall meet periodically, though not less than once per year. See KMC 3.92.020.

3. Cemetery Fees and Charges
   a. All prices for burial plots and cremated remains sites are approved by the City Manager. See KMC 3.92.020. All other service fees and charges are approved by the City Manager or approved designee, upon recommendation from the Cemetery Committee. As the City Manager’s designee, the Director of Finance and Administration is authorized to waive or reduce fees in accordance with KMC 3.92.010.

   b. The rates charged for burial plots and cremated remains sites (niche walls) for nonresidents of the City shall be fifty percent higher than the rate for residents of the City. For the purpose of this chapter, a person shall be considered a resident of the City if: (1) he or she was born in the City, or has lived in the City for a period of ten or more continuous years at any point in his or her life, or is a current resident of the City; or (2) he or she has an immediate family member who currently resides in the City. For the purpose of this chapter, an “immediate family member” shall be the spouse, domestic partner, parent, child or sibling of the person. See KMC 3.92.030.

4. Method of Payment
   All sales shall be paid in full at the time arrangements are made in the form of cash, approved check, or credit cards acceptable to the City.
5. Cemetery Hours

The Cemetery is open to the public during the following times: Gates open at 8:00 a.m. each morning and are locked at dusk, seven days a week. Cemetery Administration is located at City Hall which is staffed 10:00 a.m. to 2:00 p.m., Monday through Friday, except holidays.

6. Cemetery conduct

a. Any person disturbing the quiet and good order of the Cemetery by noises or disorderly or improper conduct, or who shall violate any of the rules or regulations pertaining to the cemetery, will be ejected from the Cemetery.
b. No animals allowed (except service or comfort animals).
c. Children must be accompanied by a responsible adult and must be supervised at all times.
d. Leaving food items at the Cemetery is prohibited.
e. All vehicles must be kept under control at all times. No vehicle shall be driven in any part of the cemetery except on the driveways laid out for that purpose. Vehicles shall not be driven in the cemetery at a speed exceeding 10 miles per hour.

7. Violations

Any person who willfully destroys, mutilates, defaces, injures or removes any monument or headstone, or other structure in the Cemetery, or any fence, railing, or other work for the protection or ornament of such Cemetery, or who willfully destroys, cuts, breaks or injures any tree, shrub, or plant within the limits of the Cemetery, or without right willfully opens a grave is guilty of a class C felony punishable governed by RCW 68.60.040 as now and hereafter amended.

B. LIMITATION ON LIABILITY

The City shall not be liable or responsible for any damage, deterioration, or destruction of cemetery headstones, markers, benches, memorial plaques, ornaments, objects, toys, flags and/or floral arrangements arising from or related to erosion or damage by weather, the elements, thieves, vandals, trespassers, ordinary wear and tear, or standard maintenance performed by employees and officials of the City. City personnel shall exercise reasonable care in the maintenance and repair of cemetery and municipality shall be liable only for the gross negligence and/or intentional acts of its employees, contractors, and representatives.
GUIDELINES:

A. PLOT SALES AND OWNERSHIP

1. All plots in the Cemetery are conveyed to the purchaser by a warranty deed when paid for but the rights of the owner, successor or assign are subject to such rules and regulations as set by the City.

2. Interest in Cemetery Plots
Interest in Cemetery plots shall be governed by Chapter 68.32 RCW, as now and hereafter amended. The City shall endeavor to determine the legal next of kin, but the City shall not be held responsible for failure to do so. Persons representing themselves as next of kin may be required to provide a notarized statement to this effect. The City shall not be responsible for activities authorized by persons falsely representing themselves as next of kin.

3. Selling or Transferring of a Plot
When an owner of a plot wishes to sell or transfer the plot to another individual, or sell it back to the City, he/she must provide the City with a “Quitclaim Deed” showing transfer of ownership. If the original owner of the plot(s) is deceased, the executor or heir(s) must show proof of their authority to devise or ownership of the property, i.e. Letters Testamentary, Decree of Distribution, or a copy of the will. The City may repurchase plots from the current owner. For plots purchased after January 1, 2009, the City is authorized to purchase plots for up to 75% of the original purchase price. If the plot is deemed unusable by the City Parks crew, owners may work with City staff on an alternative or receive a full refund of the original purchase price.

4. Abandoned Plots
Any plot deemed abandoned may be reclaimed by the Cemetery and disposed of as the Cemetery sees fit as governed by RCW 68.36.020 as now and hereafter amended.

5. Designated Blocks
   a. Blocks 47 and 48 are designated as an urn garden for cremation inurnments only.
   b. Baby Haven block is for burial of children under the age of 2.
   c. Block 34 has double depth sites, appropriate for joint plots.
   d. Entryway, Flag Plaza and Historical Section walls are for cremated remains.
      All remaining blocks are for single plots only.
B. INTERMENT SERVICES

1. Funerals, Interments, and Committals
   Funerals, interments, and committals within the City Cemetery shall be under the control of the Parks and Community Services Department. All plots shall be opened and closed by employees of the City. Canopies, artificial grass, lowering devices, tractors, and other equipment provided by the City shall be used exclusively for all interments, inurnments, entombments and dis-interments. All Cemetery and gravesite charges must be paid prior to interment.

2. Concrete Liners
   All interments shall be in concrete liners or vaults designed and manufactured for this purpose. Concrete liners are sold by the City. Vaults may be purchased from a third party, but must meet the Cemetery specifications before use on Cemetery grounds.

3. Burial Permit
   A burial permit from the King County Department of Health must be secured by the funeral home before an interment will be permitted. The City shall not be responsible in any manner for securing any permit. Cremated remains must be properly labeled and accompanied by a cremation and disposition authorization form to the Cemetery to certify identity of the cremated remains.

4. Arrangements
   All families or designated representatives shall be required to complete an Interment Authorization form in person at the Cemetery Administration desk in City Hall, accepting responsibility and authorizing and designating the exact location of the plot for burial. Funeral directors or designated representatives who sign on behalf of the family are accepting financial responsibility and liability for any decisions or actions taken under their direction. Under no condition shall the City Cemetery open a plot without proper authorization.

   Any funeral home accepting financial responsibility on behalf of a family must deliver to the Cemetery Administration Office payment in full for all charges at the time arrangements are made.

5. Notice of Interment or Disinterment
   The City must be notified at least 24 hours before any interment so the plot or niche may be properly prepared, and at least one week’s notice shall be given prior to any disinterment. The City Cemetery reserves the right to delay an interment when scheduling conflicts occur.
6. Authorization for Interment
The City Cemetery may open a plot for any purpose on proper authorization by any plot or niche owner of record or the legal next of kin and duly filed at City Hall unless there are written notarized instructions to the contrary on file with the City’s Cemetery administration office. A record shall be kept of all remains interred or cremated.

7. Interment Agreements
When a plot is jointly owned, authorization for interment will be granted to either the plot owner(s) or their heirs as governed by RCW 68.32. An agreement may be made between common plot owners to the right of burial but the City shall not undertake to enforce such an agreement.

8. Funerals Burials and Committals—Days and Hours Allowed
Normal burial hours shall be restricted to weekdays between the hours of 9:00 a.m. and 3:00 p.m. The City recognizes that mitigating circumstances may arise necessitating a burial outside of normal hours. This can be arranged, subject to the availability of City staff. Overtime fees will be incurred if the burial is requested after 3:00 p.m. or on a Saturday or holiday. No burials will be allowed on Sunday.

Requests for an emergency waiver of this policy or any provision of this policy may be made to the Parks and Community Services Director or designee, as the designee of the City Manager, who shall have sole discretion to approve or deny the emergency waiver request. The emergency waiver request shall include payment for any and all additional expenses to the City for these services.

9. Interments and Inurnments Per Individual Plot
The interment of two casket burials in one plot shall not be allowed except in the designated area for double depth burials. Regular graves are designated for one casket and a maximum of two cremated remains, or no casket and three cremated remains. One urn is allowed in an urn plot and two urns are allowed in a niche wall unit. No interment other than that of a human being shall be permitted.

10. Welfare Burials
A welfare burial is available if the plot is pre-owned by the deceased or applicant. Burials will follow the Department of Social and Health Services (DSHS) guidelines for the disposition of remains.
11. Disinterment
For disinterment of remains (including cremated remains), the applicant must have written authorization from the closest living relative:
(1) The surviving spouse or domestic partner.
(2) The surviving children of the decedent.
(3) The surviving parents of the decedent.
(4) The surviving brothers or sisters of the decedent.
Provisions concerning permission to remove remains shall be governed by Chapter 68.50 RCW as now or hereafter amended.

12. Errors may be corrected
The City reserves the right to correct any errors that may be made by it either in making interments, dis-interments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery staff, by refunding the amount of money paid on account of said purchase. In the event the error involves the interment of the remains of any person in such property, the City reserves, and shall have, the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The City shall correct any errors made, such as an improper description (incorrect name or date) on the memorial. The City Cemetery will provide notification to the next of kin (as cited in RCW 68.50.200) before moving any human remains within the Cemetery.

C. MARKERS
1. Services Provided:
   a. The Cemetery shall make markers and marker borders available for purchase.
   b. All borders for flush markers must be constructed by outside memorial vendors. Placement of flush markers must be performed by the City.

2. Upright markers are allowed only on certain plots adjacent to the older sections of the Cemetery. Upright markers will not exceed a height of four feet (48 inches) from ground level. Concrete borders at the front and back of an upright memorial must be a minimum of 2 inches, not to exceed 4 inches in width and on the sides. All upright markers are handled by contracted vendor at the owner’s expense.

3. All flat memorials placed in the Cemetery shall have either a concrete or granite border with a minimum of a 2-inch border, not to exceed 4 inches.
4. A full-scale drawing of all upright markers and/or oversized flush markers must be submitted to the City for approval before purchase.

5. Markers must be set level with and conforming to the slope of the lawn and placed in line with adjacent stones so as to present a uniform appearance. The Cemetery reserves the right to inspect all markers/memorials after installation and to require or make changes if improperly set.

6. Only flush memorials are allowed to mark cremated remains inurned on an occupied grave space when the first interments is already marked with a headstone. The marker shall be placed adjacent to the existing marker and directly over the inurned cremated remains.

7. Full burial plots can accommodate 3 markers. Urn garden plots can accommodate 1 marker.

8. All inscriptions for niches are subject to the approval of the City and shall be limited to the name of the deceased and year of birth and death.

9. Marker setting and on-site engraving shall be scheduled during normal business hours with and authorized by the Parks and Community Services Department at least one working day prior to the work being done. The City reserves the right to remove any marker which was set or engraved without permission and does not conform to the standards set forth in these rules and regulations.

10. The City does not bind itself to maintain, repair, or replace any markers or monumental structures erected upon the plot which are lost or damaged due to weather, age, vandalism, or normal maintenance. The City will endeavor to see that the headstone remains in good condition; normal wear and tear expected.

D. MAINTENANCE AND LANDSCAPE REGULATIONS

1. The City will provide the maintenance of plot sites. Maintenance of plot sites includes seeding, leveling of sites, mowing and also trimming around the markers. The City may place sod on an as needed basis.

2. Cut flowers and bouquets are allowed year round.

3. Artificial flowers and decorations are allowed from November 1 to March 30.
4. The City shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgment of the City, they become unsightly, dangerous, detrimental, diseased, or when they do not conform to general City maintenance standards. The City reserves the right to regulate the method of decorating plots so that a uniform aesthetic appearance may be maintained.

5. In order to protect property and maintain a uniform aesthetic the planting of flowers and shrubs or the use of hooked poles for hanging flower baskets are not allowed.

6. The City is not responsible for damage to or theft of cut flowers, potted plants, displays, or containers. Anyone leaving such articles in the Cemetery does so at his/her own risk.

7. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles upon plots shall not be permitted.

8. Only personnel authorized by the City shall trim, prune, or remove any part of the trees or shrubs in the Cemetery. If any tree or shrub situated on any grave by means of its roots, branches, or similarly becomes detrimental, dangerous, or objectionable to the adjacent plots, walks, or avenues, or the City is unable to maintain the grounds, the City shall have the right to enter upon the plot and remove the tree(s), or shrub(s), or any part(s) thereof as it may see fit.

9. No lot or plot shall be defined by fence, railing, hedge, or by any unauthorized memorial. A plot shall not be decorated with any trees or shrubs without prior approval. Any items placed improperly or without permission shall be removed at the owner’s expense.
### Cemetery Rate Schedule

**Effective January 7, 2019**

#### Cemetery Lots

<table>
<thead>
<tr>
<th>In Ground Burial Plots</th>
<th>Resident</th>
<th>Non-Res</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Depth, Premier or Historic Section</td>
<td>2,500.00</td>
<td>3,750.00</td>
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<tr>
<td>Double Depth</td>
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<td>Infant Plot</td>
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#### Niche Walls

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<thead>
<tr>
<th>Niche Wall - Flag Plaza &amp; Walkway</th>
<th>Resident</th>
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<tr>
<td>Niche Wall - Level 1</td>
<td>1,550.00</td>
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<tr>
<td>Niche Wall - Level 3</td>
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<td>Niche Wall - Level 4</td>
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<table>
<thead>
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<th>Niche Wall - Entry Way</th>
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<th>Non-Res</th>
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<tr>
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<td>Niche Wall - Level 5</td>
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<td>Niche Wall - Level 6</td>
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#### Service Charges

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<td>Child Open/Close - Weekday</td>
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<td>Niche Wall/Opening - Weekday</td>
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<td>Niche Wall/Niche Opening - Wknd/Hday</td>
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<td>1,050.00</td>
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<tr>
<td>Open/Close - Cremation Plot - Weekday</td>
<td>500.00</td>
<td>750.00</td>
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<td>Open/Close - Cremation Plot - Wknd/Hday</td>
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<tr>
<td>Disinterment</td>
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#### Miscellaneous Charges

Flush Markers (Sold by the City) ** .......... Value based on size & type of marker

<table>
<thead>
<tr>
<th>Marker Setting</th>
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<tbody>
<tr>
<td>Veterans**</td>
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<td>Flush**</td>
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<td>Upright**</td>
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<td>Niche Lettering**</td>
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</tr>
<tr>
<td>Liner Sales**</td>
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</table>

** These items subject to sales tax

All costs are for normal services and sizes. There may be additional costs for any requests that are beyond the scope of these services or have larger sizing needs.
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2. MAINTENANCE STANDARD / PARK CLOSING: ....................................................................................................5
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9. MAINTENANCE STANDARD/ GENERAL INSPECTIONS: ...............................................................................12
PURPOSE

This manual has been developed to a standard of maintenance set forth by Kirkland’s Parks and Community Services Division staff.

The manual has been prepared to serve as an informational tool and a standard for Park Operations employees. The manual will serve as a general guideline for the frequency and quality of maintenance for our parks, facilities, and equipment. The manual will also be used as tool to on-board new employees and can be used for training purposes.

It is staff’s responsibility to take notice of safety conditions at each park or facility, and take immediate action to secure against accident or injury until the hazard can be eliminated.
1. MAINTENANCE STANDARD / OPENING:

OBJECTIVE: AFTER “OPEN UP” THE PARK WILL BE CLEAN, SAFE, AND READY FOR USE. GARBAGE’S WILL HAVE BEEN CHECKED, RESTROOMS CLEANED, GATES OPENED, AND A GENERAL CHECK OF THE SITE. ANY ANOMALIES WILL BE COMMUNICATED.

1.1 Park gates will be opened, unlocked, and “locked open” daily

1.2 Park restrooms will be open and unlocked daily

1.3 Restrooms will be cleaned daily. Floors swept / scrubbed, disinfect toilets, urinals, and sinks. Paper products stocked in both Men’s and Women’s restrooms. Rinse and squeegee floors. Chase ways stocked with supplies as needed.

1.4 All garbage cans will be checked daily. Cans half full will be pulled and replaced with empty liners

1.5 Litter in all areas will be picked up and disposed of every morning.

1.6 Opening walk-through will include reporting of any hazards. (i.e. tree, trip, pathway, etc.) All Graffiti either cleaned and or reported to Public Works via email at anti-graffiti.
2. MAINTENANCE STANDARD / PARK CLOSING:

OBJECTIVE: CLOSING DOWN THE PARK FOR THE DAY WILL INCLUDE: RESTROOMS CLEANED AND CLOSED, GARBAGE CHECKED / CHANGED, GATES CLOSED IF POSSIBLE, AND GENERAL CHECK OF THE AREA. ANY VISIBLE ANOMALIES TO BE COMMUNICATED TO MORNING STAFF.

2.1 Park restrooms and gates will be addressed accordingly. Restrooms cleaned/locked and gates locked if possible. Check garbage cans (empty when needed) and pick-up visible litter.

2.2 Report all pertinent information to morning staff via email or voice mail.
3. MAINTENANCE STANDARD / LANDSCAPES:

OBJECTIVE: LANDSCAPE SHRUB BED AREAS WILL BE CLEAN, AESTHETIC, LITTER / DEBRIS FREE AND PROVIDE THE APPEARANCE COMMENSURATE WITH PARK SITE.

3.1 Edge shrub bed to turf boarder/Tree rings

3.2 Rake beds and remove debris

3.3 Weeding begins with high visible beds and works inward through the park

3.4 Prune shrubs to remove dead, disease, and crossing branches. Goal is to achieve balanced appearance and address any safety site lines.

3.5 Apply 4” of mulch for weed suppression, moisture retention, and clean appearance. Keep mulch away from tree trunks and do not cover up utility boxes.

3.6 Keep shrubs clear of irrigation heads and visually inspect irrigation patterns to ensure proper functionality
4. MAINTENANCE STANDARD / TURF & MOWING:

OBJECTIVE: AREAS WILL BE MOWED AND MAINTAINED TO APPROPRIATE LEVELS OF SERVICE. AREAS SHOULD BE SAFE, CLEAN, AND BEST PRACTICES USED WHILE MAINTAINING.

4.1 Inspect Equipment, Safely Transport Equipment, and upon arriving on-site check for trash.

4.2 Ensure grounds are cleared and repair any visible damage

4.3 Move goals, picnic tables, etc.. to mow underneath

4.4 Trim and edge where needed

4.5 Blow when finished

4.6 Clean equipment

4.7 Follow Turf Maintenance Program
   • Fertilization
   • Aerification
   • Over-seeding
   • Top-dressing
5. MAINTENANCE STANDARD / PATHWAYS & HARDSCAPES:

OBJECTIVE: PATHWAYS & HARDSCAPES WILL BE WEED, DEBRIS, AND LITTER FREE. THEY WILL PROVIDE THE USER A SAFE WALKING AND OR PARKING EXPERIENCE.

5.1 Clean, free of graffiti, debris, trash, and blown as needed

5.2 All areas checked for safety (i.e. obstructions, sight-lines, encroachment, and trip/fall hazards)

5.3 Curb appeal, clean & visible signage, weed free, clear striping, and inspected regularly

5.4 Edge and trim all hardscapes/turf borders

5.5 Inspected regularly and report all hazards or needed repairs to Lead or Supervisor
6. MAINTENANCE STANDARD/ TRAILS:

OBJECTIVE: TRAILS SHOULD BE MAINTAINED IN SUCH A WAY THAT PROVIDES USERS A SAFE EXPERIENCE. VEGETATION SHOULD BE CLEARED, WITH ESTABLISHED TRAIL AREA FREE OF DEBRI.

6.1 Walk trails monthly

6.2 Check trails for tripping hazards, encroachment, low hanging branches, lodged limbs, and general safety

6.3 Maintain trail amenities (i.e. drain lines, diverters, switch-backs, culverts, bridges, tables, and benches)

6.4 Immediately report any safety hazards or concerns to Lead or Supervisor
7. MAINTENANCE STANDARD/ CEMETERY/FUNERALS:

OBJECTIVE: PROVIDE ALL CUSTOMERS WITH A SAFE, RESPECTFUL, CARING EXPERIENCE. GROUNDS ARE CARED FOR LIKE A PARK SETTING. ALL SERVICES ARE PERFORMED, DOCUMENTED, AND FINALIZED WITH CITY HALL STAFF.

7.1 Locate and verify vacancy. Confirm vacancy by use of maps, paperwork, and probe if necessary.

7.2 Prepare site for service (i.e. layout, plywood, dig, lowering device, and any additional requests)

7.3 Perform Service

7.4 Teardown / Backfill

7.5 Complete all paperwork
8. MAINTENANCE STANDARD/ EQUIPMENT:

OBJECTIVE: EQUIPMENT WILL BE CARED FOR, USED / OPERATED IN A SAFE MANNER, AND KEPT IN EXCELLENT CONDITION.

8.1 Visually check for fluid leaks, missing or broken parts. Check levels and top-off fluids if needed.

8.2 Grease as necessary

8.3 Wash and fuel when finished

8.4 Return to appointed location

8.5 Immediately report any damage to Lead or Supervisor
9. MAINTENANCE STANDARD/ GENERAL INSPECTIONS:

OBJECTIVE: INSPECTIONS WILL BE PERFORMED ON A SCHEDULED BASIS, PERFORMED TO BEST PRACTICES, DOCUMENTED, WITH ALL WORK NEEDING ATTENTION REPORTED AND FOLLOWED UP ON.

9.1 Visually inspect for trash & debris

9.2 Physically inspect all areas

9.3 Address all safety issues immediately with barriers and/or caution tape

9.4 Immediately report any safety hazards or concerns to Lead or Supervisor
# Kirkland Cemetery Monthly Task Hours

<table>
<thead>
<tr>
<th>Tasks</th>
<th>J</th>
<th>F</th>
<th>M</th>
<th>A</th>
<th>M</th>
<th>J</th>
<th>J</th>
<th>A</th>
<th>S</th>
<th>O</th>
<th>N</th>
<th>D</th>
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<tbody>
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<td>Funerals &amp; Admin</td>
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<td>120</td>
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<td>Garbage &amp; Open - Close</td>
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<td>15</td>
<td>16</td>
<td></td>
<td>187</td>
</tr>
</tbody>
</table>

**Yearly Total** 2563
Revised Code of Washington, Chapter 68.32.050 Declaration for Interment/Inurnment

STATE OF ___________________ )
COUNTY OF _________________ )SS.

In accordance with RCW Chapter 68.32.050, I, ____________________________________, certify (or declare) under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. My address is ________________________________________________
   Phone: _____________________________________________________

2. The original purchasing property owner is ____________________________. I have the following relationship to the original purchasing plot owner (e.g., next of kin and/or power of attorney*):
   _______________________________________________________

3. I have the authorization to use the cemetery plot(s) for interment and memorial placement. Said plot(s) is/are hereby identified as:

   Block _____ Lot _____ Plot(s) _____
   Block _____ Lot _____ Plot(s) _____
   Block _____ Lot _____ Plot(s) _____

DATED this ____ day of ___________________, ______.
Sign: ________________________________________________
Print Name: ___________________________________________

I certify that I know or have satisfactory evidence that ________________________________ is the person who appeared before me.

DATED this ____ day of ___________________, ______.
Signature: ________________________________________________
Print Name: ___________________________________________

Notary Public in and for the State of ___________________________

My appointment expires: ________________________________

*If power of attorney, provide documentation with this Declaration.
CEMETERY PROCEDURES
MAY 2019
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Section II: Meeting with families for purchase of plots ................................. 4
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Section V: Buy back of cemetery plots ......................................................... 11
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Section VIII: Receipting .............................................................................. 15

Example Forms:
Cemetery Checklist ................................................................................. Tab A

Cemetery Map and Documents ................................................................. Tab B
Cemetery Price List
Property Purchase Form
Transmittal Form
Warranty Deed
Correspondence (Form Letter)
TRIM entry instructions

Interment/Inurnment Documents ............................................................... Tab C
Declaration – Interment
Interment/Inurnment Permit
Certificate of Interment/Inurnment
Burial Transit Permit

Dis-interment/Dis-inurnment ..................................................................... Tab D
Declaration – Dis-interment/Dis-inurnment
Cemetery Dis-interment Permit
Cemetery Dis-inurnment Permit
Certificate of Dis-interment/Dis-inurnment

Cemetery Buy Back .................................................................................. Tab E
Quit Claim Deed

Markers ......................................................................................................... Tab F
Marker Price List and Order Forms
Veterans Administration Order Form
Marker Design Sheets and Brochures
Section I: General Information

City of Kirkland cemetery staff offers various services regarding the cemetery. Services offered by Kirkland are noted in the following list:

- Sale of cemetery plots/niches to individuals on a pre-need
- Sale of cemetery plots/niches to individuals for immediate use
- Meet with families for interment/inurnment arrangements
- Sale of cemetery markers for placement at cemetery
- Manage all records regarding cemetery activities
- Help public in cemetery records searches
- Field and answer questions regarding possible purchases and/or burials at cemetery
- Meet with families regarding dis-interment/dis-inurnment at the cemetery
- Process Quit Claim deeds for the sale of plots back to the cemetery
- Prepare the deed to record the purchase of the plot/niche
- Prepare requisitions for payment of orders and markers

All cemetery records are kept in TRIM. All activities that take place at the cemetery are recorded in TRIM; including but not limited to: purchases, burials, dis-interment/dis-inurnment, marker placements, the sale of plots/niches back to the City, and transferring of property from one person to another person.

City staff work with various funeral homes regarding burials at the cemetery. A list of various funeral homes dealt with includes:

- Barton Family Funeral Home, located in Kirkland
- Flintoft’s Funeral Home, located in Issaquah:
- Bothell Funeral Home, located in Bothell (this is a satellite office of Evergreen-Washelli of Seattle)
- Chapel of Resurrection, located in Bothell (this is part of Cedar Park Church)
- Evergreen-Washelli, located in Seattle
- Acadia Cemetery, located in Seattle (Green’s Funeral Home which was located in Kirkland, Bellevue, Redmond closed and all records were transferred to Acadia)

City Finance and Administration staff work with City Parks and Community Services staff on all activities conducted at the cemetery, e.g., burials, marker placements, dis-interments/dis-inurnments and meeting families at the cemetery for locating plots to be bought or to find family gravesites.
City Finance and Administration staff work with different monument companies when ordering markers to be placed at the cemetery. A list of these vendors is listed below:

- Pacific Coast Memorials in Everett, WA. This is presently our primary vendor for markers.
- Quiring Monuments located in Seattle
- Tacoma Monuments located in Tacoma. The City does not order from this company but various funeral homes that have purchased a marker for the family may use this vendor.
- Veterans Administration
- Some families choose to go with various companies in and out of Washington State and these vary from customer to customer and are very rare.

The Cemetery Viewer will show which plots are available, who owns the plot and who is buried in the plot.

Historical sections of the cemetery are:

- Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
- Blocks 20, 21, 22

**NONE** of the above sections have plots for sale. **Do not** try and sell any plots in these sections. On rare occasion when these plots may become available, they will be allocated according to the waiting list that is described in Section II, Step 1.

Newer sections that were part of the expansion program are located in the following blocks:

- Block 34, 35, 39, 40, 41, 44, 47, 48, 50, 51 (Block 34 is designated as double depth and all others are single depth. Block 44 is single depth. Both blocks 34 and 44 had liners installed in them and no liner or vault are to be purchased at the time of burial)

There are seven niche walls located throughout the cemetery. These blocks are:

- Block 37, 38, 42, 43, 45, 46
Kirkland has a designated area in the cemetery called Baby Haven. These are burial plots for body burials but are smaller than the single plot for adults. Children being buried here must be less than 2 years old. No liner or vault is required for this site.

Section II: Meeting with families for purchase of plots

A family will come to the counter unannounced or may have called to make an appointment to meet.

Paperwork needed is:
- Cemetery Information Packet
- Cemetery Property Purchase Form
- [Declaration for Interment/Inurnment and Permit for Interment/Inurnment – if also planning to bury]
- Cash transmittal
- Additional Engraving
- Marker Order Form

Step 1: Full burial sites – not currently available; waitlist only

As of this writing, there are no full burial sites available at the Kirkland Cemetery. Families are welcome to place their name on the waitlist (wait list is located at: H:\Municipal Services\Cemetery (permanent)\Cemetery Wait List\Cemetery Wait List.xlsx) and City staff will contact them if a plot becomes available. When a full burial site becomes available for sale, refer to the instructions below, otherwise skip to Step 2 Urn Garden and Niche walls.

If a person chooses a single plot in the newer section, they have a choice of a liner (sold by the City) or a vault (purchased at the funeral home). A single plot may contain:
- One full burial (which is also referred to as a body burial)
• One full burial and 2 urns (full burial must come first and placement of urns would follow at a later date)
• Three urns

**NO** more than 3 remains are placed in one plot. Each plot can contain up to 3 markers. If the plot has an upright marker placed on it the other 2 markers must be flush to the ground.

A double depth plot accommodates 2 burials, one on top of each other. The first burial will have the bottom site. No exceptions. Each of the plots already have 2 liners installed and the price of the liners is included in the price of the double depth. The customer does not have the option of a vault as liners are already installed. These plots will only accommodate 2 full burials or an urn as the second placement. Only flush markers are allowed on these plots. Each plot will accommodate 2 markers.

**Step 2: Discuss available options – Urn Garden or Niche Wall Unit**

**Urn Garden**
• Accommodates one urn and one marker per plot
• If a customer purchases adjacent (side by side) urn plots they may place a marker with two names (companion marker).
• Actual size of this plot is 2’ x 3’
• No liners and vaults required; families may purchase them from a funeral home if interested

**Niche Wall Units**
• Niche units are available on 7 different walls (blocks) in the cemetery
• Prices corresponded to the level of the unit
• Each unit is 10” x 10” x 10” square
• Each unit can accommodate 2 small urns; each urn cannot be any larger than 4½” x 5”
• Standardized design: first name, middle name (or middle initial), year of birth, year of passing, and last name

**Example:**

  JOHN L.
  1930 – 2030
  SMITHSONIAN
  JANE M.
  1930 – 2030

**Step 3: Fill out Cemetery Property Purchase Form**
1. Ask the family if they are residents of Kirkland. A person is considered a resident of Kirkland if:
i. He or she was born in the City of Kirkland, or has lived in the City of Kirkland for a period of ten or more continuous years at any point in their life, or is a current resident of the City of Kirkland; or,
ii. They have an immediate family member (spouse, domestic partner, parent, child or sibling) who currently resides in the City of Kirkland.

2. Record the Block #, Lot # and Plot #.
3. Fill in the “Deed to be made to” – this is decided by the family. Some people will place the deed in their own name, their spouse’s name, their children’s name, the executor of their estate, a trust, or someone completely different.
4. Record the address, phone number and email for all correspondence.
5. Obtain payment - check or money order made to City of Kirkland, cash or credit card (Visa and MasterCard only).
6. Prepare a cash transmittal.
7. Inform the family that a deed will be mailed to them within 2-3 weeks.
8. Provide the family the cemetery information packet (including cemetery regulations, maps, price list and your card).
9. Offer family a copy of the signed Cemetery Property Purchase Form.
10. Give the family a copy of the signed Cemetery Property Purchase Form.

Step 4: Complete the Cemetery Checklist
1. Fill in the appropriate information with name of purchaser, address, phone and plot information.
2. Attach the Cemetery Property Purchase Form to the Cemetery Checklist.
3. Check off the items in the “Purchase” section as you complete them.
4. Enter the purchase information in TRIM (see Tab B - TRIM instructions)
5. Place the packet in the cemetery pending box until the deed returns with all appropriate signatures (see Step 6).

Step 5: Warranty Deed
1. Prepare the Warranty Deed (see Tab B – Warranty Deed).
2. Take the deed to the City Manager’s Office for the Mayor’s signature. The City Manager’s Office will give the deed directly to the City Clerk.
3. Collect the deed from the City Clerk.
4. Check the deed to make sure it has both the Mayor and City Clerk’s
   signatures and the official seal of the City.
5. Arrange for the deed to be notarized. If you are a notary, you may
   notarize it.
6. Prepare the form letter to the family (Tab B - Correspondence), make
   copies of the deed and letter, and mail to purchaser.

Section III: Meeting with family for burials

The family could show up at the counter unannounced or they may call for a
meeting or a funeral home may have contacted you regarding the upcoming
funeral.

**Step 1: Confirm that the family has purchased a plot and it is available
for burial. If they have not purchased a plot, refer to Section II on how
to sell a plot.**

Note: If the family purchased a plot in Block 44, it already has liners installed.
Only charge for interment charges, liner was purchased in the selling price. The
family does not have the option of a vault. Two additional urns may be placed on
the plot after burial of the body. Each of these plots can accommodate 3
markers.

**Step 2: Complete the Declaration for Interment/Inurnment**

This form documents that the individual requesting an interment/inurnment has
the authority to do so. The notary public certifies the declaration signer is who
they say they are. The next of kin are the following:

- Parent of the deceased
- Spouse or registered domestic partner of the deceased
- Child of the deceased
- Brother/Sister of the deceased

If the person is not the next of kin, they may have power of attorney. If they
have power of attorney, they must provide documentation.

**Step 3: Complete the Permit for Interment/Inurnment**

1. Obtain the information required as listed on the form.
2. Verify the Warranty Deed.
3. Obtain responsible party’s signature for their permission to open the site.
4. If the family would like a liner they would purchase it through the City.
   Notify the cemetery Parks crew that the family has chosen a liner, and the
   Parks crew will order it.
5. Ask the family if they would like a canopy and/or 6 chairs. If they like the canopy and chairs, notify the Parks crew in the upcoming burial email (see Step 5 below).
6. Sign your name and date under Cemetery Administration Staff lines.
7. Obtain payment - check or money order made to City of Kirkland, cash or credit card (Visa and MasterCard only).
8. Prepare the cash transmittal form.
9. Ask the family if they have received a cemetery information packet. If not, provide them a packet.
10. Give the cash transmittal to the customer and have them take their payment to the cashier to obtain a detailed receipt.

**Step 3A: If a vault is being used**
1. The vault will be ordered by the funeral home and the company will deliver to the cemetery.
2. Vaults are ordered through Automatic Wilbert Vault Co and they will deliver to the cemetery one day before or morning of the funeral. They have been doing this for years and they know exactly where the Parks crew wants it placed so they can later place it on the site. You will have no communication regarding this delivery.

**Step 3B: If burial will occur in upright section of the cemetery**
1. Contact the Parks crew and have them determine how many markers need to be moved to access the plot.
2. Contact Pacific Coast Memorials and arrange for the markers to be moved for the burial. The Parks crew does not have tools and equipment to move upright markers.
3. Inform the family that time and date of funeral will depend on removal of the upright marker.

**Step 3C: Marker/engraving information**
1. The family may be prepared to select the marker and engraving at the same time as they complete the Permit for Interment/Inurnment.
2. **FYI: City of Kirkland only sells flush to the ground markers.**
3. If the family would prefer an upright marker refer the family to Pacific Coast Memorials or the family may go to a company of their own choosing. If an upright marker is purchased, the company and/or family must submit to Kirkland the drawing and dimensions of the proposed marker prior to any manufacturing of it so Kirkland can authorize placement.
4. See Section VII: Markers for more details.

**Step 4: Confirm the size of the casket or urn.**
1. Call the funeral home to confirm the size of the casket or urn.
Step 5: Notify the Parks crew about the upcoming burial

1. Prepare and send an email to the Parks crew with the complete burial details. In the email let them know the following:
   i. Deceased name
   ii. Date of funeral
   iii. Location of burial – Block, Lot, Plot #s
   iv. Size of casket or urn
   v. Time of family’s arrival at cemetery
   vi. Whether a liner or vault is to be used
   vii. Whether family needs a canopy and/or chairs
   viii. Funeral home in charge
   ix. Any special instructions you or the family may have; i.e., family wants to shovel dirt on site, family wants to witness lowering of casket, family will be having a service, a large number of people will be attending, etc.

Send the email to:
   o Jeff Rotter – Parks Maintenance Supervisor
   o Marcus Webb – Parks Maintenance Lead
   o Derek Paschich – Parks Cemetery Lead
   o Tracy Fish – Parks Maintenance Leadperson
   o Susan Lippincott - Customer Accounts Associate
   o Jay Gewin – Customer Accounts Supervisor
   o Jane Regala – Cemetery Administrative Staff

NOTE: The Parks crew must have at least 24 hour advanced notice prior to a burial to prepare the site and obtain a backhoe. This goes for both full burials and placement of urns. Kirkland will NOT arrange and schedule more than 2 burials per day – whether full burial or placement of urns. There must be at least 2 hours in between burials. Parks crew likes to have one covered before the second family arrives. Always coordinate with the Parks crew if a second burial is on the same day as they may be shorthanded or have another priority.

Step 6: Fill in the Cemetery Checklist

1. Attach the Declaration and Permit for Interment/Inurnment to the Cemetery Checklist.
2. Fill in any missing information on the Cemetery Checklist.
3. Enter information on TRIM (see Tab B – TRIM instructions).
Step 7: Day before the burial
1. Call the Parks crew to confirm everything is in order for the burial the next day.

Step 8: Parks crew completes Certificate of Internment/Inurnment and burial transit permit
1. Parks crew fills out and signs the Certificate of Internment/Inurnment onsite at the cemetery.
2. Parks crew scans the Certificate to appropriate Cemetery Administration Staff (you).
3. Parks crew receives the burial transit permit from the funeral home, signs the permit, and returns it to the Cemetery Administration Staff (you).

Step 9: Prepare the file for supervisor review
1. Attach the Certificate of Internment/Inurnment to the Cemetery Checklist
2. Mail the burial transit permit to the address of the King County Department of Health within 10 days of the burial. **If you do not receive a burial transit permit contact the funeral home that was in charge and tell them to mail a copy to you.** Burial transit permits are only required for body burials, not for cremated remains. Sometimes the permit will originate from out of state, but once it is completed it must be filed with King County.
3. Place the completed packet in the supervisor’s inbox. He will sign off and bring the packet back to you.

Section IV: Dis-interment/Dis-inurnment

Families may bury someone at the cemetery and years later will decide they want to move the body and/or urn to a different cemetery. There may also be a need to move remains within the cemetery. Kirkland can dis-inter or dis-urn remains if all requirements are met.

Step 1: Complete the Dis-interment/Dis-inurnment Declaration Form
The person wishing to dis-inter someone needs to be one of the following:
- Parent of the deceased
- Spouse or registered domestic partner of the deceased
- Child of the deceased
- Brother/Sister of the deceased
The notary public certifies the declaration signer is who they say they are and that the signer understands and is freely signing the declaration.

Step 2: Complete the Permit for Dis-interment or Permit for Dis-inurnment
1. Obtain the same information you would for a burial and have the customer sign.
   2. All signatures are needed before you can proceed. Parks crew will ONLY OPEN the site and will not exhume remains. The individual requesting the dis-interment must obtain a funeral home to exhume remains and have them present at the cemetery to do so when the site is open.

**Step 3: Schedule the dis-interment with the Parks crew**
   1. Send the Parks crew an email regarding final plans for the dis-interment, same as you would for a burial.
   2. The same people listed above on the burial email should be notified.

**Step 4: Notify the family of the dis-interment time.** The family will coordinate with their preferred funeral home.

**Step 5: Parks crew completes the Certificate of Dis-interment/Dis-inurnment form**
   1. Parks crew fills out and signs the Certificate of Dis-Internment/Dis-Inurnment onsite at the cemetery.
   2. Parks crew scans the Certificate to appropriate Cemetery Administration Staff (you).
   3. The funeral home will be in charge of obtaining a dis-interment permit from King County. Parks crew will sign this the permit, return it to the Cemetery Administration Staff (you), and you will mail it to King County – same as a burial transit permit form.

**Step 6: Prepare the file for supervisor review**
   1. Update the record in TRIM. Remove the name of the buried person. The plot will show as available again. Do not remove the owner’s name unless they sell the plot back to the City.

   **Example Note:**
   JOHN M. DOE - URN PLACE 8/8/1985. DISINURRED AND MOVED ALONG WITH MARKER ON 2/8/2016 TO BLOCK/LOT/PLOT POS #. SEE NOTE TO FILE ON NEW LOCATION.

   2. File the Declaration form, Permit for Dis-interment or Permit for Dis-inurnment, and Certificate of Dis-interment/Dis-inurnment in the cemetery packet.
   3. Place the completed packet in the supervisor’s inbox. He will sign off and bring the packet back to you.

**Section V: Buy back of cemetery plots**
On occasion, families will purchase plots at the cemetery and later decide they no longer want them. For plots purchased after January 1, 2009, the City is authorized to purchase the plots for up to 75% of the original purchase price. If the plot is deemed unusable by the City Parks crew, owners may work with City staff on an alternative or receive a full refund of the original purchase price (see Tab G for the Administration and Operation of the Kirkland Cemetery Chapter 6 Policy 6-5).

**Step 1: Confirm the owner of the plot**
The person selling the plot back should be one of the following:
1. Original owner
2. Spouse of original owner if owner is deceased – beware of second spouse because a first spouse may have the actual rights
3. Children of original owner if both owner and spouse are deceased
4. Executor of estate
5. If it goes further beyond those listed above you would have to have a notarized statement to the effect of their relationship to the owner and if more than one person has rights everyone has to agree. This could be very complicated. Don’t hesitate to be very particular on what you take. Make sure every avenue is covered. Get legal opinions if necessary.

**Step 2: Prepare the Quit Claim Deed**
1. Obtain the warranty deed from the family (if they have the original deed. If not we should have a copy in the cemetery files).
2. Obtain the family’s signature on the Quit Claim Deed.
3. Notarize the form (if you are a notary) or have the form notarized by someone else at City Hall.
4. Send email to Cemetery Parks Staff requesting verification that the plot is vacant and available for resale. If vacant and unusable, note as such in TRIM.

**Step 3: Prepare a check request form and include a copy of the Quit Claim Deed**

**Step 4: Give the check request form to the Supervisor for approval and forwarding to Accounts Payable. Checks take roughly 3 weeks for processing**

**Step 5: Record the buy-back in TRIM (see Tab B – TRIM instructions)**
1. Update the record in TRIM. Remove the owner name and address. Return all information to City of Kirkland. The plot will show as available again.
2. Record the buy-back in notes field.

**Example Note:**
Step 6: Scan all paperwork into TRIM and file original copies in the appropriate cemetery file folder

Section VI: Hours of operation

The cemetery is open 7 days a week from approximately 8:00 a.m. to dusk. This means it is closed earlier in winter months than summer. The Parks crew works from 7:00 am to 3:00 pm five days a week. They will perform funerals during this time, but if needed, due to unforeseen circumstances, religious requirements, etc., the crew will bury after 3:00 pm or on Saturday. No burials will be conducted on Sunday. If a burial is to be held after 3:00 pm or on Saturday, overtime charges will be incurred and invoiced. Refer to the cemetery price list for overtime charges. The family must be told of this at the time of making the arrangements and overtime fees must be collected prior to burial.

Section VII: Marker sales

The City only sells flush to ground markers. If a person wants to order an upright marker refer them to Pacific Coast Memorials. If they have a company they want to deal with that is okay. All markers must be cleared and approved by City Administration Staff before any placement at the cemetery.

1. **Upright Markers**: Upright markers cannot be placed in any historical plot at the cemetery. They also cannot be placed on double depth plots or urn garden plots. If an upright marker is currently on a gravesite and the family would like to place a second or third marker, these must be flush to the ground. Upright markers can only be placed in the following areas: Blocks 35, 39, 40, 41. All other plots must be flush to the ground. Upright markers must be set on a foundation and can be **no taller than 48”**. **NO exceptions to this rule.** In the above listed sites the foundation can be no larger than 36” wide. A marker will fit on the approved plots if dimensions are kept to the above. Anything larger will start intruding on another person’s plot. The foundation can be of concrete or granite whichever the family wants. The monument company must provide the foundation for an upright marker. Contact the monument company if a burial is to take place on the plot and an upright is currently installed. The monument company will come and move the upright to accommodate the burial. An upright setting fee is charged to the family for placement at the cemetery.
2. **Flush Markers:** Flush markers are sold by the City of Kirkland and also are ordered by Funeral homes to be placed at the cemetery. Veterans’ markers are also flush markers. These markers are either granite or bronze. Granite markers are ordered from Pacific Coast Memorials and you may also order bronze from them. Bronze markers are ordered through Matthews Monuments. Veterans’ markers are ordered through the Veterans Administration and are bronze. There are four different sizes that can be placed on the gravesites:
   i. 16” x 8” – No design – just name and dates
   ii. 20” x 10” – Simple design - name and dates
   iii. 24” x 12” – Most designs will fit along with name, date, 1 line epitaph
   iv. 28” x 16” – All designs will fit and can have 2 names (husband and wife), dates and 1 line epitaph. If done this way it is called a companion marker.

Markers may be placed in a concrete border unless the marker is 28” x 16” and the grave site is small. Such as: 28” x 16” with no border on double depth and Block 44. On urn garden plots nothing larger than 24” x 12” with no concrete border. A 28” x 16” companion marker can be centered between 2 side-by-side plots. Veterans’ markers come in one size 24” x 12”. All marker borders are purchased from Pacific Coast Memorial. If the customer does not know what they want, show them the brochures and granite examples. Ask what type of plot they are buying/bought since this will determine the marker size they can order.

**Step 1: Once the family has chosen a design and granite, proceed with filling out the order form.**

The design number is located under the picture of the designs, i.e., Q1009 or Q1031, design name is the name on the marker picture, granite type will be the color they pick, and the length and width are within the sizes mentioned above.

**Circle the word flush.**

1. In the large block at the bottom half of the page write the name of the deceased, date of birth, date of death and epitaph, if chosen.
2. Have the customer review and sign by the design.
3. Fill in the form with required customer information (name, address, and phone).
4. Discuss fees with the customer - If an epitaph is longer than 1 line then additional fees are charged. Calculate and include sales tax in sales tax line. If the customer wants a photo placed on the marker you can obtain the price from the price book furnished by Pacific Coast Memorial or call them directly. The photo charges are added in the price of the marker. Other additional charges are gold lettering, special emblems, custom artwork, and more than 20 letters.
5. Collect fees from the customer, by check, money order, or credit card (VISA, MasterCard). Prepare the cash transmittal form and send the customer to the cashier for a detailed receipt. Normal markers with no special items take about 4 weeks, and those with special requirements may take up to 6 weeks.

**Step 2: Request a proof from the marker company**

1. Once you receive a proof from the maker company, contact the family to review and approve the proof (check the proof very carefully to the detail on the Permit for Interment/Inurnment).
2. Once you receive the family’s approval, sign the proof, and return it to the marker company.

**Step 3: Complete the order form**

1. Shipping instructions: City of Kirkland and City Hall address.
2. Bill To: City of Kirkland and City Hall address.
3. Put in the date you are ordering and put your name and City Hall address and phone number on the form.
4. Email the form to the marker company and within 4-6 weeks the marker will arrive at the City Hall loading dock.

**Step 4: When the marker is delivered, the company will notify you via email**

1. Go to the loading dock to verify the marker is done as to your order (pay close attention to the detail on Permit for Interment/Inurnment).
2. Once you have verified this, mail a letter or send an email or place a phone call to the family letting them know the marker is in. Give the family the option to view the marker prior to placement. This is only an option and not mandatory.
3. Before placing any marker at the cemetery, make sure all fees have been collected and receipted in. If not, invoice the family for fees that are due.

**Step 5: Contact the Parks crew to do the marker placement**

**Section VIII: Receipting**

Fees received for cemetery charges are to be receipted as follows:

- **CEM INTERMENT** (Tran Code 4101) – This account is used for receipting payment for opening and closing of gravesite.
- **CEM LINER** (Tran Code 4102) – This account is for receipting payment for the cost of a concrete liner. This fee is taxable, sales tax must be added to the fee.
- **CEM LOT SALE** (Tran Code 4104) – This account is for payment for a lot sale.
• CEM MARKER (Tran Code 4105) – This account is for receipting payment for marker only. This fee is taxable, sales tax must be added to the fee.
• CEM SET/ASHES (Tran Code 4106) – This account if for receipting of payment for placement cremated remains or urn and can be for in ground burial or niche wall placement.
• CEM SET/MARKER (Tran Code 4108) – This account is for receipting for payment of fee marker placement at the cemetery. This fee is taxable, sales tax must be added to the fee.
• CEM MARKER ENGRAVING FEE (Tran Code 4111) – This account is for receipting for the marker engraving fee. This fee is non-taxable
# CEMETERY CHECKLIST

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<tr>
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<table>
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## Purchase:

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<tr>
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<tr>
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## Interment/Inurnment

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## Marker/Engraving

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SUPERVISOR: ___________  DATE: ___________
## Cemetery Rate Schedule

**Effective January 7, 2019**

### Cemetery Lots

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<th>Lot Type</th>
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<th>Non-Res</th>
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<tr>
<td>Single Depth, Premier or Historic Section</td>
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### Cremation Plots

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### Niche Walls

#### Niche Wall - Flag Plaza & Walkway

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<td>Level 2</td>
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<td>Level 3</td>
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<td>Level 4</td>
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#### Niche Wall - Entry Way

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### Service Charges

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### Miscellaneous Charges

**Flush Markers (Sold by the City)**

- **Veterans**: $200.00
- **Flush**: $320.00
- **Upright**: $440.00
- **Niche Lettering**: $220.00
- **Liner Sales**: $250.00

**These items subject to sales tax**

All costs are for normal services and sizes. There may be additional costs for any requests that are beyond the scope of these services or have larger sizing needs.
Cemetery Property Purchase

I hereby make application for purchase of:

Block: ______________________  Lot: ______________________  Plot: ______________________

Deed to be made to: ______________________________________________________________

Address: ________________________________________________________________________

Phone #: ______________________  Alternate #: ________________________________

Email: _________________________________________________________________________

Purchase Price: $______________________________________________________________

Signature: _____________________________________________________________________

Date: __________________________

Receipt # _______________________

Permission is hereby granted by the City of Kirkland to purchase above described cemetery property with the understanding that the rules and regulations of the cemetery will govern the use of the property.

Date: __________________________  By: ____________________________________________

Cemetery Administration Staff

Revised August 2016
CEMETERY RECORD TYPE

Record Number Format:
Block Lot Plot Position
XXXX XXX XX X

A total of ten digits, no spaces or extra characters.
- Remember to include all leading zeros.
- Position will be 1 if no other burials on that plot.

Searching Tips:
Use the wildcard * anytime you are unsure of a spelling.
- When searching Record Number, a wildcard at the beginning (ex. *011) will give you all TRIM records where the record number ends in 011.
- When searching Record Number, a wildcard at the end (ex. 004*) will give you all TRIM records where the record number begins with 004.
- When searching Record Number, a wildcard at the beginning and the end (*004*) will give you all TRIM records where 004 is contained somewhere in the record number.

The fastest search will be on Record Number if you already have the full 10 digit plot number.

If you aren’t sure if there are multiple placements in a plot, do a Record Number search for the first nine digits (Block, Lot, Plot) with a wildcard for position (ex. 004000120*)

Check your favorites for Saved Searches
- City owned plots
- Empty plots
To add a new cemetery record

1. From the TRIM File Menu select New... (Ctrl+N). This will bring up the list of available record types.

2. Select Cemetery Record

3. Fill in the appropriate metadata. The Classification information populates by default.

Remember to scroll all the way through the record to enter all the information.

Click OK when finished.

4. You will be prompted to enter the Record Number.
The system will only check that the number you enter matches the numbering format for that record type (i.e. ten characters exactly). It is not able to validate if this is an actual burial plot or niche or if it matches the information entered on the record.

Click OK when finished. TRIM will then display a window with the newly created recor
Permit for Interment / Inurnment

Burial Date/Time: ____________________________________________

Block: ____________________ Lot: ___________________________ Plot: __________________________

☐ Deed Verified

I hereby make application for interment / inurnment of, in pursuant to Revised Code of Washington, Chapter 68.32 Declaration:

Name: ______________________________________________________

SEX: M F DOB: ___________ DOD: ___________ Veteran of the Armed Services: Y N

Father’s Name: ______________________________________________

Mother’s (Maiden) Name: ______________________________________

Signed: ______________________________________________________

Date: ________________________________________________________

Relationship: _______________________________________________

Address: ____________________________________________________

Phone #: ____________________ Alternate #: ______________________

Liner: Y N Vault: Y N Canopy: Y N Chairs: Y N

Open/Close: $______________ Vault $______________ Receipt#: ________________________

Casket/urn size: ____________________________________________

Permission is hereby granted by the City of Kirkland to inter the body of the above named deceased with the understanding that the rules and regulations of the cemetery will govern the use of the property.

Date: ____________________ By: __________________________________

Cemetery Administration Staff

Revised August 2016
City of Kirkland Cemetery

Certificate of Interment ☐/Inurnment ☐

This certifies that the remains of __________________________________________ were
☐ interred / ☐ inurned in Block: ___________ Lot: __________ Plot: __________ on
________________________________________(date).

Date: ___________________________ By: ____________________________________________

Cemetery Parks Staff

Verified Location

Administration Staff Initials

***This form is to be completed by Parks staff onsite on the day of the interment/inurnment and sent to Cemetery Administration Staff on the same day or next business day via email.***
Revised Code of Washington, Chapter 68.50.200 Declaration for Dis-interment/Dis-inurnment

STATE OF ______________________ )
COUNTY OF ______________________ )SS.

In accordance with RCW Section 68.50.200, I, ________________________________, certify (or declare) under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. My address is _______________________________. Phone: _______________________________

2. I am seeking, by this Declaration, the removal from the Kirkland Cemetery of the remains of _______________________________ (the “Decedent”) which are currently ☐ interred / ☐ inurned at: Block _______ Lot _______ Plot ___.

3. I have the following relationship to the Decedent (check one):
   ( ) The surviving spouse or domestic partner of the Decedent.
   ( ) A surviving child of the Decedent.
   ( ) A surviving parent of the Decedent.
   ( ) A surviving brother or sister of the Decedent.

4. Based upon my personal knowledge of this situation and my relationship to the Decedent, I certify and swear there are/is no surviving (check all applicable):
   ( ) spouse of the Decedent;
   ( ) children of the Decedent;
   ( ) parents of the Decedent;
   ( ) brother or sister of the Decedent.

5. In consideration for granting the consent to remove remains sought herein, I hereby covenant and agree to indemnify, defend and hold harmless Kirkland Cemetery and the City of Kirkland, its elected officials, and employees, from any and all expenses, costs, liabilities, or damages of any kind, including reasonable attorneys’ fees and costs, that may arise directly or indirectly out of, or due to being granted said consent for the removal of the remains of the Decedent from Kirkland Cemetery. I further expressly state that Kirkland Cemetery and the City of Kirkland have the right to rely on the statements made herein.

DATED this ___ day of ________________________, ________.

Sign: _______________________________
Print Name: _______________________________

I certify that I know or have satisfactory evidence that _______________________________ is the person who appeared before me, and said person acknowledged that _____ signed this instrument and acknowledge it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ___ day of ________________________, ________.

Signature: _______________________________
Print Name: _______________________________

Notary Public in and for the State of _______________________________
My appointment expires: _______________________________
Permit for Dis-interment

I hereby make application for dis-interment of, in pursuant to Revised Code of Washington, Chapter 68.50.200 Declaration:

Name: __________________________________________ SEX: _____ DOB: ________ DOD: ________

Date/Time: __________________________________________

From Block: ________ Lot: __________ Plot: __________

To Block: __________ Lot: __________ Plot: __________

OR

The remains will be transferred to (name of new cemetery): __________________________________________

Funeral home: __________________________________________

Phone#: __________________________________________

Signed/Received: __________________________________________

Print Name: __________________________________________

Date: ____________________________

Relationship: __________________________________________

Address: __________________________________________

Phone #: ____________________________ Alternate #: __________________________________________

Open/Close: $ ___________ Paid: _______ _______ _______ _______ _______ _______ _______ Receipt#: ____________________________

Permission is hereby granted by the City of Kirkland to dis-inter the body of the above named deceased.

Date: ____________________________ By: ____________________________

Signature of Family Member or Individual Requesting Dis-interment

Printed Name of Family Member or Individual Requesting Dis-interment

City Staff Authorization on back of this permit
Dis-interment Permit Authorization

City Staff Use Only:

Date: ________________  By: ________________________________  Cemetery Administration Staff

Date: ________________  By: ________________________________  Supervisor

Date: ________________  By: ________________________________  Director of Finance and Administration

Date: ________________  By: ________________________________  Parks and Community Services Director
Certificate of Dis-Interment □/Dis-Inurnment □

This certifies that the remains of ________________________________were
dis-interred □ / dis-inurned □ from Block: __________ Lot: __________ Plot: __________
on __________________________(date).

Date: ________________      By: ________________________________

Verified  Location
      Administration
      Staff Initials

Cemetery Parks Staff

***This form is to be completed by Parks staff onsite on the day of the dis-interment/dis-inurnment and sent to Cemetery Administration Staff on the same day or next business day via email.***
QUIT CLAIM DEED (Statutory Form)

Indexing information required by the Washington State Auditor's/Recorder's Office. (RCW 36.18 and RCW 65.04) 1/97: 
(please print last name first)

Reference # (If applicable): ____________________________

Grantor(s) (Seller): (1) ____________________________ (2) ____________________________ Add'l. on pg.

Grantee(s) (Purchaser): (1) ____________________________ (2) ____________________________ Add'l. on pg.

Legal Description (abbreviated): ____________________________ Add'l. legal is on pg.

Assessor's Property Tax Parcel /Account # ____________________________

THE GRANTOR( ) of ____________________________ City of ____________________________
County of ____________________________, State of ____________________________, for and in consideration
of ____________________________, for and in consideration of ____________________________, convey and quit-claim to
Grantee(s) (Purchaser) (1) ____________________________ (2) ____________________________
in the following described Real Estate:

situated in the County of ____________________________, State of ____________________________, Dated this ______________ day
of ____________________________, ____________________________.

Grantor(s) ____________________________ ____________________________

STATE OF WASHINGTON

) SS. (INDIVIDUAL ACKNOWLEDGEMENT)

County of ____________________________

I certify that I know or have satisfactory evidence that ____________________________, is the
person who appeared before me, and said person acknowledged that ____________________________ signed this instrument and acknowledged it to be ____________________________ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ______________ day of ____________________________, ____________________________

Print Name ____________________________ ____________________________

Notary Public in and for the State of ____________________________

My appointment expires: ____________________________

Quit-Claim Deed (Statutory Form)

©Washington Legal Blank, Inc., Issaquah, WA Form No. 289 6/97
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.
# Pacific Coast Memorials Price List
## (Flush) Granite Marker Prices 2019

<table>
<thead>
<tr>
<th>Length x Width x Height</th>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>16&quot; x 8&quot; x 4&quot;</td>
<td>$460.00</td>
<td>$510.00</td>
<td>$1,270.00</td>
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<tr>
<td>Marker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Setting Fee</td>
<td>$320.00</td>
<td>$320.00</td>
<td>$320.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$78.00</td>
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<td>$913.00</td>
<td>$1,749.00</td>
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<tr>
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<td>$510.00</td>
<td>$630.00</td>
<td>$1,390.00</td>
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<tr>
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<td>Setting Fee</td>
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</tr>
<tr>
<td>Sales Tax</td>
<td>$83.00</td>
<td>$95.00</td>
<td>$171.00</td>
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<tr>
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<td>$1,881.00</td>
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<td>24&quot; x 12&quot; x 4&quot;</td>
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<td>$760.00</td>
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<tr>
<td>Total</td>
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<td>$1,188.00</td>
<td>$2,024.00</td>
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<tr>
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<td>$960.00</td>
<td>$1,670.00</td>
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<tr>
<td>Marker</td>
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<td></td>
</tr>
<tr>
<td>Setting Fee</td>
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<td>$320.00</td>
<td>$320.00</td>
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<tr>
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<td>Total</td>
<td>$1,265.00</td>
<td>$1,408.00</td>
<td>$2,189.00</td>
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</tbody>
</table>

### In-Shop

<table>
<thead>
<tr>
<th>Additional Engraving (flush)</th>
<th>In-Shop</th>
<th>Additional Engraving (upright)</th>
<th>Veteran Marker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engraving</td>
<td>$240.00</td>
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<td>Cement Border</td>
</tr>
<tr>
<td>Setting Fee</td>
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</tr>
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<td>Sales Tax</td>
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<td>$83.00</td>
<td>Sales Tax</td>
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<tr>
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<td>$913.00</td>
<td>$484.00</td>
</tr>
</tbody>
</table>

* Additional tariff fee of 10% added to price of the marker
# FLAT MARKER ORDER FORM

**DATE:** _____  **NAME TO ENGRAVE:** (Last, First): ___________________________  **ORDER #:** ________

**BILLING ADDRESS:**

<table>
<thead>
<tr>
<th>Location:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Kirkland</td>
<td>123 5th Avenue</td>
</tr>
<tr>
<td>Kirkland, WA 98033</td>
<td></td>
</tr>
</tbody>
</table>

**SHIPPING ADDRESS** *(If different than billing):*

<table>
<thead>
<tr>
<th>Location:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Customer Contact:**

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>425-587-3111</td>
<td>425-587-3110</td>
</tr>
<tr>
<td><a href="mailto:jregala2@kirklandwa.gov">jregala2@kirklandwa.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

**PCM INSTALLATION:**

- [ ] DYES
- [ ] NO

**GRANITE INFO:**

<table>
<thead>
<tr>
<th>Size:</th>
<th>Color:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONS:** *(Check all that apply)*

- [ ] VASE
- [ ] VASE BLOCK
- [ ] BEVEL EDGES
- [ ] SHAPE CARVING
- [ ] TRI-TONE ENGRAVING
- [ ] DIAMOND ETCHING

**SEND PROOF BY:**

- [ ] EMAIL
- [ ] FAX
- [ ] MAIL

**DESIGN INFO:**

<table>
<thead>
<tr>
<th>PCM DESIGN#</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ARTIST TO DESIGN:**

- [ ] EXACTLY AS MARKED
- [ ] USING DISCRETION
- [ ] MATCH RUBBING/PHOTO
- [ ] CUSTOM ARTWORK

**DESIGN AND ENGRAVING INSTRUCTIONS**

**ADDITIONAL INSTRUCTIONS:**

---

PACIFIC COAST MEMORIALS
5703 Evergreen Way - Everett, WA 98203  |  Phone: 425.348.9868  •  Fax: 888.463.5493
INSCRIPTION ORDER FORM

DATE: _______ NAME TO ENGRAVE (Last, First): __________________________ ORDER #: (leave blank): _______

BILLING ADDRESS:

Location: ____________________
Address: 123 5th Avenue
City of Kirkland, WA 98033
Customer Contact: Jane
Phone: 425-387-3111
Fax: 425-387-5110
Email: jregala2@kirklandwa.gov

SHIPPING ADDRESS (If different than billing):

Location: ____________________
Address: ____________________
Customer Contact: ____________________
Phone: ____________________
Fax: ____________________
Email: ____________________

COMPLETE INSCRIPTION:

DON-SITE | DAT PCM | RETURN STONE: | SEND PROOF: |
--- | --- | --- | --- |
RUBBING: | PICK UP FROM: | D PCM TO RESET | D NO |
DINCLUDED | DCEMETERY SHOP | D PCM DELIVER TO CEMETERY | D YES |
0ToFOLLOW | D PLT LOCATION | D EMAIL |
DPCMDRILL FOR VASE | D PLT LOCATION MAP INCLUDED | 0FAX |

GRANITE TYPE:

SHUTTER / NICHE PLATE | FLAT / PILLOW | UPRIGHT / SLANT |
--- | --- | --- |
GRANITE COLOR: | EXISTING IMPERFECTIONS:

WORK REQUESTED:

Check all that apply

D CUT-IN-ENGRAVING
D FROSTED PANEL
D HIGHSEMBLEM
D RE-HIGHLIGHT
D ADD CERAMIC PHOTO
D OTHER:

INFORMATION TO BE ENGRAVED:

ADDITIONAL INSTRUCTIONS:

PACIFIC COAST MEMORIALS
5703 Evergreen Way – Everett, WA 98203
Phone: 425-348-9868 - Fax: 888.463.5493
GENERAL INFORMATION SHEET
CLAIM FOR STANDARD GOVERNMENT HEADSTONE OR MARKER

RESPONDENT BURDEN - Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. VA cannot conduct or sponsor a collection of information unless it has a valid OMB number. Your obligation to respond is voluntary, however, your response is required to obtain benefits. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the VA Clearance Officer (005R1B), 810 Vermont Avenue, NW, Washington, DC 20420. Please DO NOT send claims for benefits to this address.

BENEFIT PROVIDED

a. HEADSTONE OR MARKER

Only for Veterans who died on or after November 1, 1990 - Furnished for the grave of any eligible deceased Veteran. Will be provided for placement in private cemeteries regardless of whether or not the grave is already marked with a privately-purchased headstone or marker.

Only for Veterans who died before November 1, 1990 - Furnished for the UNMARKED GRAVE of any eligible deceased Veteran. The applicant must certify the grave is unmarked. For Veterans that served prior to World War I, a grave is considered marked when a headstone-marker displays the decedent’s name only, or if the name was historically documented in a related document, such as by a number that is inscribed on a grave block and is recorded in a burial ledger. For service during and after World War I, a grave is considered marked if a headstone-marker displays the decedent’s name and date of birth and/or death, even though the Veteran's military data is not shown.

b. MEMORIAL HEADSTONE OR MARKER - Furnished for placement in a cemetery only to commemorate a deceased eligible Veteran whose remains have not been recovered or identified, were buried at sea, donated to science, or cremated and the remains scattered. May not be used as a memento. Check box in block 28 and explain in block 27.

c. MEDALLION - Eligible Veterans may receive a Government-furnished headstone or marker, or a medallion, but not both. If requesting a medallion, please use VA Form 40-1330M.

WHO IS ELIGIBLE - Any deceased Veteran discharged under honorable conditions and any member of the Armed Forces of the United States who dies on active duty. A deceased Veteran discharged under conditions other than honorable may also be eligible. A copy of the deceased Veteran’s discharge certificate (DD Form 214 or equivalent) or a copy of other official document(s) establishing qualifying military service must be attached. Do not send original documents; they will not be returned. Service after September 7, 1980, must be for a minimum of 24 months continuous active duty or be completed under special circumstances, e.g., death on active duty. Persons who have only limited active duty service for training while in the National Guard or Reserves are not eligible unless there are special circumstances, e.g., death while on active duty, or as a result of training. Reservists and National Guard members who, at time of death, were entitled to retired pay, or would have been entitled, but for being under the age of 60, are eligible; a copy of the Reserve Retirement Eligibility Benefits Letter must accompany the claim. Reservists called to active duty other than training and National Guard members who are Federalized and who serve for the period called are eligible. Service prior to World War I requires detailed documentation, e.g., muster rolls, extracts from State files, military or State organization where served, pension or land warrant, etc.

WHO CAN APPLY - Federal regulation defines “applicant” as the decedent's Next-of-Kin (NOK); a person authorized in writing by the NOK; or a personal representative authorized in writing by the decedent. Written authorization must be included with claim. A notarized statement is not required.

HOW TO SUBMIT A CLAIM

FAX claims and supporting documents to 1-800-455-7143. IMPORTANT: If faxing more than one claim - fax each claim package (claim plus supporting documents) individually, i.e., disconnect the call and redial for each submission.

MAIL claims to: Memorial Programs Service (41B) Department of Veterans Affairs 5109 Russell Road Quantico, VA 22134-3903

A Government headstone or marker may be furnished only upon receipt of a fully completed and signed claim with required supporting documentation.

SIGNATURES REQUIRED - The applicant signs in block 17; the person agreeing to accept delivery (consignee) in block 22, and the cemetery or other responsible official in block 24. If there is no official on duty at the cemetery, the signature of the person responsible for the property listed in block 21 is required. Entries of “None,” “Not Applicable,” or “NA” cannot be accepted. State Veterans’ Cemeteries are not required to complete blocks 17, 18, 22 and 23.

ASSISTANCE NEEDED - If assistance is needed to complete this claim, contact the nearest VA Regional Office, national cemetery, or a local veterans' organization. No fee should be paid in connection with the preparation of this claim. Use block 27 for any clarification or other information you wish to provide. Should you have questions when filling out this form, you may contact our Applicant Assistance Unit toll free at: 1-800-697-6947, or via e-mail at mps.headstones@va.gov.

TRANSPORTATION AND DELIVERY OF MARKER - The headstone or marker is shipped without charge to the consignee designated in block 19 of the claim. The delivery will not be made to a Post Office box. The consignee should be a business with full delivery address and telephone number. If the consignee is not a business explain fully in block 27. For delivery to a Rural Route address, you must include a daytime telephone number including area code in block 20. If you fail to include the required address and telephone number information, we cannot deliver the marker. The Government is not responsible for costs to install the headstone or marker in private cemeteries.

CAUTION - To avoid delays in the production and delivery of the headstone or marker, please check carefully to be sure you have accurately furnished all required information before faxing or mailing the claim. If inaccurate information is furnished, it may result in an incorrectly inscribed headstone or marker. Headstones and markers furnished remain the property of the United States Government and may not be used for any purpose other than to be placed at an eligible individual’s grave or in a memorial section within a cemetery.

DETACH AND RETAIN THIS GENERAL INFORMATION SHEET FOR YOUR RECORDS.
ILLUSTRATIONS OF STANDARD GOVERNMENT HEADSTONES AND MARKERS

UPRIGHT HEADSTONE
WHITE MARBLE OR
LIGHT GRAY GRANITE

This headstone is 42 inches long, 13 inches wide and 4 inches thick. Weight is approximately 230 pounds. Variations may occur in stone color, and the marble may contain light to moderate veining.

BRONZE NICHE

This niche marker is 8-1/2 inches long, 5-1/2 inches wide, with 7/16 inch rise. Weight is approximately 3 pounds; mounting bolts and washers are furnished with the marker. Used for columbarium or mausoleum interment. Also provided to supplement a privately-purchased headstone or marker for eligible Veterans who died on or after November 1, 1990 and are buried in a private cemetery.

FLAT MARKERS
BRONZE

This grave marker is 24 inches long, 12 inches wide, with 3/4 inch rise. Weight is approximately 18 pounds. Anchor bolts, nuts and washers for fastening to a base are furnished with the marker. The base is not furnished by the Government.

LIGHT GRAY GRANITE OR WHITE MARBLE

This grave marker is 24 inches long, 12 inches wide, and 4 inches thick. Weight is approximately 130 pounds. Variations may occur in stone color; the marble may contain light to moderate veining.

NOTE: Civil War Era headstones - In addition to the headstone and markers pictured, two special styles of upright headstones are available for those who served with Union Forces during the Civil War or for those who served in the Spanish-American War, and another for those who served with the Confederate States of America during the Civil War. Requests for these special styles should be made in block 27 of the claim. It is necessary to submit detailed documentation that supports eligibility. Inscriptions on these headstone types are intentionally limited to assure historic accuracy. For example, only rank above 'Private' was historically authorized; emblems of belief and the words 'Civil War' are not provided.

INSCRIPTION INFORMATION

MEMORIAL HEADSTONES AND MARKERS (remains are not buried). The words "In Memory Of" are mandatory and precede the authorized inscription data. The words "In Memory Of" are only inscribed when remains are not available.

MANDATORY ITEMS of inscription at Government expense are: Legal Name, Branch of Service, Year of Birth, Year of Death, and for State Veterans and National Cemeteries only, the section and grave number. Branches of Service are: U.S. Army (USA), U.S. Navy (USN), U.S. Air Force (USAF), U.S. Marine Corps (USMC), U.S. Coast Guard (USCG), U.S. Army Air Forces (USAAF), and other parent organizations authorized for certain periods of time; and special units such as Women's Army Auxiliary Corps (WAAC), Women's Air Force Service Pilots (WASP), U.S. Public Health Service (USPHS), and National Oceanic & Atmospheric Administration (NOAA). Different examples of inscription formats are illustrated above. More than one branch of service is permitted, subject to space availability.

OPTIONAL ITEMS are identified on the claim in boxes with bold outlines. These items may be included at Government expense if desired. Optional items include month and day of birth in block 5A, month and day of death in block 5B, highest rank attained in block 7, awards in block 9, war service in block 10, and emblem of service in block 12. War service includes active duty service during a recognized period of war and the individual does not have to serve in the actual place of war, e.g., Vietnam may be inscribed if the Veteran served during the Vietnam War period, even though the individual never served in the country. Supporting documentation must be included with the claim if you wish to include the highest rank and/or awards.

ADDITIONAL ITEMS may be inscribed at Government expense if they are requested on the initial claim and space is available. Examples of additional items include appropriate terms of endearment, nicknames (in expressions such as "OUR BELOVED POPPY"), military or civilian credentials or accomplishments such as DOCTOR, REVEREND, etc., and special unit designations such as WOMEN'S ARMY CORPS, ARMY AIR CORPS, ARMY NURSE CORPS or SEABEES. All requests for additional inscription items should be stated in block 27, and are subject to VA approval. No graphics, emblems or pictures are permitted except available emblems of belief, the Medal of Honor, and the Southern Cross of Honor for Civil War Confederates.

RESERVED SPACE for future inscriptions at private expense, such as spousal or dependent data, is allowed if requested in block 27 and if space is available. Only two lines of space may be reserved on flat markers due to space limitations. Reserved space is unnecessary on upright marble or granite headstones as the reverse side is available for future inscriptions.

INCOMPLETE OR INACCURATE INFORMATION ON THE CLAIM MAY RESULT IN ITS RETURN TO THE CLAIMANT, A DELAY IN RECEIPT OF THE HEADSTONE OR MARKER, OR AN INCORRECT INSCRIPTION.

LIGHT GRAY GRANITE OR WHITE MARBLE
## Department of Veterans Affairs

**IMPORTANT:** Please read the General Information Sheet before completing this form. Type or print clearly all information except for signatures. Illegible printing could result in an incorrect headstone or marker or delivery. Blocks outlined in bold are optional inscription items. Unless indicated otherwise all other blocks must be completed. **MILITARY DISCHARGE DOCUMENTS OR RELATED SERVICE INFORMATION ARE REQUIRED.**

### 1. FOR VA USE ONLY

### 2. NAME OF DECEASED TO BE INSCRIBED ON HEADSTONE OR MARKER (NO NICKNAMES OR TITLES PERMITTED)

<table>
<thead>
<tr>
<th>FIRST (Or Initial)</th>
<th>MIDDLE (Or Initial)</th>
<th>LAST</th>
<th>SUFFIX</th>
</tr>
</thead>
</table>

### 3. GRAVE IS:

- [ ] CURRENTLY MARKED (with privately purchased marker)
- [ ] NOT MARKED

### VETERAN'S SERVICE AND IDENTIFYING INFORMATION (Use numbers only, e.g., 05-15-1941)

#### 4. VETERAN'S SOCIAL SECURITY NO. OR SERVICE NO.

<table>
<thead>
<tr>
<th>SSN:</th>
<th>OR SVC. NO.:</th>
</tr>
</thead>
</table>

#### 5A. DATE OF BIRTH

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>YEAR</th>
</tr>
</thead>
</table>

#### 5B. DATE OF DEATH

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>YEAR</th>
</tr>
</thead>
</table>

### 6. PERIODS OF ACTIVE MILITARY DUTY (For additional space use Block 27)

#### 6A. DATE(S) ENTERED

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>YEAR</th>
</tr>
</thead>
</table>

#### 6B. DATE(S) SEPARATED

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>YEAR</th>
</tr>
</thead>
</table>

### 7. HIGHEST RANK ATTAINED (No pay grades)

<table>
<thead>
<tr>
<th>RANK</th>
<th></th>
</tr>
</thead>
</table>

### 8. BRANCH OF SERVICE (Check applicable box(es) - must be consistent with rank in Box 7)

<table>
<thead>
<tr>
<th>BRANCH OF SERVICE</th>
<th></th>
</tr>
</thead>
</table>

### 9. VALOR OR PURPLE HEART AWARD(S) (Documentation must be provided)

<table>
<thead>
<tr>
<th>AWARD</th>
<th></th>
</tr>
</thead>
</table>

### 10. WAR SERVICE (Check applicable box(es))

<table>
<thead>
<tr>
<th>WAR SERVICE</th>
<th></th>
</tr>
</thead>
</table>

### 11. TYPE OF HEADSTONE OR MARKER REQUESTED (Check one)

<table>
<thead>
<tr>
<th>TYPE OF HEADSTONE OR MARKER</th>
<th></th>
</tr>
</thead>
</table>

### 12. DESIRED EMBLEM OF BELIEF

<table>
<thead>
<tr>
<th>EMBLEM NUMBER</th>
<th></th>
</tr>
</thead>
</table>

### 13A. NAME AND MAILING ADDRESS OF APPLICANT

<table>
<thead>
<tr>
<th>(No., Street, City, State, and ZIP Code)</th>
</tr>
</thead>
</table>

### 13B. DAYTIME PHONE NO. OF APPLICANT

### 14. E-MAIL ADDRESS (Optional)

### 15. FAX NO. (Optional)

### 16. ARE YOU:

- [ ] NEXT OF KIN (Specify relationship)
- [ ] AUTHORIZED REPRESENTATIVE ON BEHALF OF DECEDENT (Include Written Authorization)
- [ ] AUTHORIZED REPRESENTATIVE ON BEHALF OF NEXT OF KIN (Include Written Authorization)

### CERTIFICATION: By signing below I certify the headstone or marker will be installed in the cemetery listed in block 21 at no expense to the Government and all information entered on this form is true and correct to the best of my knowledge. I also certify, to the best of my knowledge, that the decedent has never committed a serious crime, such as murder or other offense that could have resulted in imprisonment for life, has never been convicted of a serious crime, and has never been convicted of a sexual offense for which he or she was sentenced to a minimum of life imprisonment.

### PENALTY: The law provides severe penalties, which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false or for the fraudulent acceptance of any benefit to which you are not entitled.

### 17. SIGNATURE OF APPLICANT

### 18. DATE (MM/DD/YYYY)

### 19. NAME AND DELIVERY ADDRESS OF BUSINESS (CONSIGNEE) THAT WILL ACCEPT PREPAID DELIVERY (No., Street, City, State, and ZIP Code); P.O. BOX IS NOT ACCEPTABLE

### 20. DAYTIME PHONE NO. (Include Area Code)

### 21. NAME AND ADDRESS OF CEMETERY WHERE GRAVE IS LOCATED (No., Street, City, State, and ZIP Code)

### CERTIFICATION: By signing below I agree to accept prepaid delivery of the headstone or marker.

### 22. PRINTED NAME AND SIGNATURE OF PERSON REPRESENTING BUSINESS (CONSIGNEE) NAMED IN BLOCK 19

### 23. DATE (MM/DD/YYYY)

### CERTIFICATION: By signing below I certify the type of headstone or marker checked in block 11 is permitted in the cemetery named in block 21.

### 24. PRINTED NAME AND SIGNATURE OF CEMETARY OR OTHER RESPONSIBLE OFFICIAL

### 25. DAYTIME PHONE NO. (Include Area Code)

### 26. DATE (MM/DD/YYYY)

### 27. REMARKS (Additional inscription space will vary in size according to the type of marker)

### 28. CHECK BOX BELOW IF REMAINS ARE NOT BURIED AND EXPLAIN IN BLOCK 27 (e.g., buried at sea, remains scattered, etc.)

- [ ] REMAINS NOT BURIED

### 29. SECTION GRAVE NO. (State Cemetery Only)

### ALL PREVIOUS VERSIONS OF THIS FORM WILL BE OBSOLETE ON OCTOBER 1, 2014

**FEB 2014** 40-1330 **CLAIM FOR STANDARD GOVERNMENT HEADSTONE OR MARKER**
AVAILABLE EMBLEMS (See block 12)
The graphics shown below are of 20 representative emblems of belief for placement on Government-furnished headstones/markers.

EMBLEMS OF BELIEF AVAILABLE:

LATIN CROSS (01)
BUDDHIST (Wheel of Righteousness) (02)
JUDAISM (Star of David) (03)
PRESBYTERIAN CROSS (04)
RUSSIAN ORTHODOX CROSS (05)
LUTHERAN CROSS (06)
EPISCOPAL CROSS (07)
UNITARIAN CHURCH (Flaming Chalice) (08)
UNITED METHODIST CHURCH (09)
AARONIC ORDER CHURCH (10)
MORMON-ANGEL MORONI (11)
NATIVE AMERICAN CHURCH OF NORTH AMERICA (12)
SERBIAN ORTHODOX (13)
GREEK CROSS (14)
BAHAI (9 Pointed Star) (15)
ATHEIST (16)
MUSLIM (Crescent and Star) (17)
HINDU (18)
KONKO-KYO FAITH (19)
COMMUNITY OF CHRIST (20)
SUFISM REORIENTED (21)
TENRIKYO CHURCH (22)
SIECHO-NO-IE (23)
THE CHURCH OF WORLD MESSIANITY (Izunome) (24)
UNITED CHURCH OF RELIGIOUS SCIENCE (25)
CHRISTIAN REFORMED CHURCH (26)
UNITED MORAVIAN CHURCH (27)
ECKANKAR (28)
CHRISTIAN CHURCH (29)

CHristian & Missionary Alliance (30)
UnitEd church of christ (31)
Humanist (American humanist association) (32)
Presbyterian church (USA) (33)
Izumo Taishakyo Mission of hawaii (34)
Soka gakkai international - USA (35)
Sikh (Khanda) (36)
Wiccan (37)
Lutheran church Missouri synod (38)
New apostolic church (39)
Seventh day adventist church (40)
Celtic cross (41)
Armenian cross (42)
Farohar (43)
Messianic Jewish (44)
Kohen hands (45)
Catholic celtic cross (46)
The first church of christ, Scientist (cross and crown) (47)
Medicine wheel (48)
Infinity (49)
Luther Rose (51)
Landing eagle (52)
Four directions (53)
Church of nazarene (54)
Hammer of thor (55)
Unification church (56)
Sandhill crane (57)
Muslim (Islamic 5 pointed star) (98)

To obtain the most recent information about headstones and markers including the complete and most current list of available emblems of belief (listing all names and graphics), please visit our website at www.cem.va.gov. You may also request a copy of this list by contacting our Applicant Assistance Unit toll free at 1-800-697-6947, or via e-mail at: mps.headstones@va.gov.
The City of Kirkland, Washington, a municipal corporation ("City") and ____________________,
whose address is ________________________ ("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 duties shall be conducted and performed diligently, 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 services 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 services
not completed in a satisfactory manner until such time as Consultant modifies
such services 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 or the Consultant may terminate this Agreement at any time, with or without
cause, by giving ten (10) days’ notice to the other 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 services
completed on the project prior to the date of 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 Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. 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 services. 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.

C. Methodology, materials, software, logic, and systems developed under this Agreement 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 services 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

Consultant 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 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

To the greatest extent allowed by law the 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 its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity underIndustrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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.

Consultant’s maintenance of insurance as required by the agreement 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 in equity.

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 as least as broad as 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 as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect
to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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 and Commercial General Liability insurance:

1. The Consultant’s insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**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 services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days’ notice to the Consultant to correct the breach, immediately
terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant 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 or she 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 or her as a result of his or her status as an independent contractor. 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 final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

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
Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

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

CONSULTANT:  

By: ________________________________  
Date: ________________________________

CITY OF KIRKLAND:

By: Tracey Dunlap, Deputy City Manager  
Date: ________________________________