



# **City of Kirkland**

## **Request for Proposal**

### **Explore Kirkland Tourism Website Redesign**

**Job # 25-19-CMO**

**Issue Date: April 23, 2019**

**Due Date: May 31, 2019 – 4:00 p.m. (Pacific Time)**

## REQUEST FOR PROPOSALS

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

### **Explore Kirkland Tourism Website Redesign**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received later than **May 31, 2019 by 4:00:00 PM PST 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/>. 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 23<sup>rd</sup> day of April, 2019**

Greg Piland  
Financial Operations Manager  
425-587-3123

The City of Kirkland's City Manager's Office is initiating this Request for Proposal to solicit proposals from consultants experienced in web-development, digital strategies and modern technologies, who are interested in professionally redesigning and optimizing Kirkland's Tourism Program's outdated Explore Kirkland website, [www.explorekirkland.com](http://www.explorekirkland.com).

The proposed scope of services for this project is described below.

### **Background Information**

Kirkland is a vibrant waterfront destination with an unparalleled blend of outdoor recreation, art, dining and boutique shopping. Nestled at the doorstep of the Cascades, Kirkland is located on the shores of Lake Washington just east of Seattle. No other city in the Puget Sound region has as many waterfront parks and beaches as Kirkland. The city is home to award-winning hotels, a 400-seat performing arts center, wineries and restaurants. Kirkland hosts a dynamic repertoire of events spanning art openings and performances to athletic events, wine festivals and outdoor concerts.

Kirkland's park system includes over 600 acres of parkland and open spaces, including community and neighborhood parks and natural areas. Kirkland is fortunate to have several large parks owned by other public agencies that are within, or adjacent to its city limits, offering access to an additional 366 acres of quality parks and recreational activities. These sites include Saint Edward State Park, Bridle Trails State Park, Big Finn Hill Park, O.O. Denny Park and a number of school facilities with sport fields and indoor gymnasiums. Nearly 20 miles of trails and park paths connect people to parks, neighborhoods, other community destinations and to a vast network of regional trails.

In 2018, Kirkland was named Best City by 425 Magazine and Money Magazine ranked Kirkland #5 in its 2014 Best Places to Live in America issue.

The City of Kirkland's Tourism program, Explore Kirkland, is funded by Lodging Excise Taxes and is overseen by the City Manager's Office. The Tourism Development Committee, which serves as the City's Lodging Tax Advisory Committee, provides recommendations on the use of the lodging tax funds and helps guide program priorities. The program is managed by the City's Intergovernmental Relations and Economic Development Manager. The primary goal of Kirkland's Tourism Program is to attract visitors from 50 or more miles away to stay in Kirkland's lodging establishments.

The primary markets for Explore Kirkland are:

1. Leisure Travelers
2. Business Travelers
3. Professional Meeting Planners
4. Prospective Residents

The objectives and design preferences for the Explore Kirkland tourism website are:

- Provide a simple, effective user experience
- Inspire visits to Kirkland by utilizing contemporary design and site navigation, showcasing imagery and incorporating latest functionality trends.
- Provide intuitive and easy to use navigation
- Work as an effective planning and reference tool for visitors already in Kirkland
- Yield high search engine ranking for applicable search terms
- Track user behavior and adapt to changing visitor trends and website tool integrations
- Motivate users to visit Kirkland in the shoulder season of October-April

The qualified consultant, individuals or firm will work collaboratively with stakeholders on the website design team that include:

- Explore Kirkland Tourism Program Marketing Team
- City of Kirkland Communications Team
- City of Kirkland Webmaster
- Explore Kirkland PR Consultants
- City of Kirkland's Intergovernmental Relations and Economic Development Manager

**Preferred functionality to incorporate in the redesign and optimization of [www.explorekirkland.com](http://www.explorekirkland.com)**

Preferred features and functions of the redesigned [www.explorekirkland.com](http://www.explorekirkland.com) site may include but not be limited to:

- Updated website design with photo features and video capability/integration that evokes a positive emotional response from visitors and is compatible across all platforms and devices
- Develop a strategic hierarchy of pages and content that results in visitors being able to easily find the information they desire, be enticed to spend a longer time exploring the site and be inspired to visit Kirkland.
- Responsive design across all mobile devices that leverages a customizable possibly open source CMS to manage digital assets and maintain content
- Incorporates latest search engine optimization tools and techniques
- Integrated analytic tracking system
- Intuitive easy-to-use management console for non-technical, in-house content managers
- Fast load speed
- Facilitates easy social media integration (e.g., Instagram, Facebook)
- Supports 360 video format
- Site search capability
- A directory and event listing section that supports external user submission (including photos), and allows for in-house edits and approval as well as future edit capabilities
- Secure back-end partner portal for business resources and media library
- Map incorporation using an interactive map overlay

- Enhanced events Calendar Page with filter functions (date, type, location, season) and back-end user-friendly submission capability
- Ability to like or add items for itinerary building and sharing
- Ability to filter and sort events and listings by categories (e.g., what, where, when, who: Kids, Adults, Groups, Dogs, Happy Hours, Outdoor Seating, Waterview and popular, newest, alpha, location)
- Ability to automate related suggestions and travel tips to existing page content and listing
- Itineraries and Travel Tips with map incorporation
- Ability for users to share or export content via email or social media
- Meets compliancy needs for government managed website \*see below

### **Compliance guidelines for governmental web solutions**

The explorekirkland.com website is operated and maintained by the City of Kirkland, a government entity, therefore it is held to a higher level of accessibility and compliance. The proposed solution should meet the following requirements:

- WCAG 2.0 AA compliant and able to pass a compliancy review.
- All site elements must operate and transfer data using SSL (Secure Socket Layers) encryption.
- Operate effectively on all current browsers and operating systems (including mobile)
- Include an automated daily and weekly backup solution that allows for easy site and granular restore of data.
- Have a robust and secure content management system capable of page and file versioning
- Provide an automated solution or method of keeping the site CMS software and related plugins patched, current and secure.
- Be constructed in a manner that supports automatic translation services.
- Conform to industry-standard or better security practices and demonstrate a willingness to tighten security if requested.

### **Scope of Work**

The City of Kirkland envisions a collaborative multi-phase process for the redesign and optimization of www.explorekirkland.com with phases and deliverables suggested below. The selected consultant will work with the City to develop and use detailed prelaunch, launch, and post-launch checklists to best achieve delivery of the website redesign on-time and in-budget.

- **Phase 1: Design and Build**
  - Evaluate current website analytics for insights on redesign
  - Pre-testing of user group to validate goals of website
  - Review the design team’s proposed site hierarchy and offer suggestions for improved user experience and goals of the tourism program

- Review design team’s desires for page layouts and propose wireframes and page layouts to develop and finalize page templates
  - Review design teams list of functionality requests and identify plugins and widget integrations that could meet the desired functional needs
  - Work to identify a suitable CMS platform to host content
  - Prioritize site feature and functionality roadmap to support project budget
  - Build webpage templates
  - Embed comprehensive analytics tracking into webpages
- **Phase 2: Content Development and Upload**
    - Evaluate draft content for SEO and provide suggestions
    - Provide standards for media formats to optimize SEO
    - Provide standards for media organization in CMS
    - Draft compelling communication to tourism businesses to provide content for website
- **Phase 3: Test/Evaluate**
    - Quality assurance testing
    - Identify test user group
    - Communicate responsibility of user group in testing website
    - Analyze and incorporate feedback from user group
    - Analyze user group behavior flow and propose and incorporate changes to meet goals of the website
    - Incorporate requirements of City of Kirkland Information Technology audit
- **Phase 4: Launch**
    - Provide a website launch promotional plan complete with digital advertising opportunities
    - Provide a proposed annual digital advertising plan to attract visitors to the website
    - Training and documentation for internal staff and business partners. Such documentation should be sufficient for technical staff to manage and improve the site into the future and for other city staff to effectively manage content, understand usage, and otherwise support the site.
- **Phase 5: Annual Audit/Maintenance schedule**
    - Provide a suggested schedule and annual budget for user behavior audit, content audit for SEO and maintenance of website to ensure optimal functionality, behavior, SEO and capitalize on evolving website trends and improvements
    - Quality assurance testing schedule
    - Consultation and Support Service

## **Pricing Request**

Pricing information supplied with the response must be valid for at least 180 days. All one-time and recurring costs must be fully provided. Provide estimates of total hours and hourly rates associated to each task associated with this RFP.

## **Submittal Requirements**

- The proposal, whether electronic or paper, shall not exceed twenty (20) pages (10 double-sided sheets of paper). The front cover, the back cover, and a maximum two-page cover letter may be in addition to the twenty (20) page limit.
- Cover letter should briefly describe the consultant/firm, and include the name, address, e-mail, and phone number of the Project Manager, as well as a summary of the understanding of the scope of services and overall approach to the scope of services.
- List of team members by area of expertise
- Describe the team's qualifications as they relate to the scope of services
- Timeline/Schedule: Provide an approximate timeline for the proposed project by breaking the development into proposed phases
- Budget for each phase outlined
- Describe past performance in completing similar scopes of service. Provide current URLs to three examples of tourism or related projects completed that best reflect desired functionalities of [www.explorekirkland.com](http://www.explorekirkland.com) and include a list of the services completed for each
- Provide three references that may be contacted for verification of the respondent's experience and qualifications.

## **Proposal Submittal Instructions**

Proposals must be received no later than **May 31, 2019 by 4:00 PM PST.**

We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #25-19-CMO" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or 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 #25-19-CMO  
123 5<sup>th</sup> 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 Explore Kirkland Tourism Website Redesign RFP. The supplier's name and address must be clearly indicated on the envelope.

### **Submittal Deadlines**

- April 22, 2019: RFP Release
- May 13, 2019: Questions Due
- May 17, 2019: Answers Provided
- May 31, 2019: RFP Due
- Week of June 10, 2019: Vendor Interviews
- Week of June 17, 2019: Contract Awarded
- July 1, 2019: Phase 1 - Design and Build
- August 15, 2019: Phase 2 - Content Development and Upload
- October 1, 2019: Phase 3 - Test/Evaluate
- October 15, 2019: Phase 4 - Launch
- December 1, 2019: Phase 5 - Audit/Maintenance Schedule contracting

### **Selection Criteria**

Selection criteria will include, but are not limited to:

- The selected firm should demonstrate expertise and experience in:
  - Expertise in responsive web design and development including custom web solutions
  - Expertise in Search Engine Optimization
  - Experience in usability testing
  - Experience working on tourism websites and for municipal clients
  - Expertise in developing and assessing ADA compliant websites
- The qualifications and expertise of the individual members of the consultant's team, including their proposed roles for this contract.
- A description of the approach and associated timeline the firm would take, including:
  - Overview of tasks and schedule
  - A proposed budget for each task
  - Overview of what assistance you will need from the City of Kirkland to complete the project
- Fit of the vendor's proposal into the city's budgetary constraints, both for initial development and for long-term maintenance
- An individual interview process with City staff

### **Selection Process**

- A selection committee will review all proposals, select finalists for interviews if needed, and make the final selection of the consultant.

- The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.
- Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed.
- The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

### **General RFP Information**

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

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 RFQ, 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 RFQ 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.

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

## **Contract**

The Consultant and the City will execute a standard City of *Kirkland Professional Services Agreement (Attachment A)*.

## **Questions**

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City's RFP Coordinator listed below. 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:

<b>Name:</b>	Philly Marsh
<b>Address:</b>	City of Kirkland, City Manager's Office 123 5 <sup>th</sup> Avenue, Kirkland, Washington 98033
<b>E-mail:</b>	<a href="mailto:PMarsh@kirklandwa.gov">PMarsh@kirklandwa.gov</a>

Questions regarding the RFP process are to be addressed to Greg Piland, Financial Operations Manager, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) or (425) 587-3123.



**PROFESSIONAL SERVICES AGREEMENT**

Sample Agreement

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

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

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 under Industrial 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:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

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

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