



# **City of Kirkland**

## **Request for Proposal**

### **State Legislative Advocacy Services**

### **Job # 44-19-CMO**

**Issue Date: July 29, 2019**

**Due Date: August 21, 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:

### **State Legislative Advocacy Services**

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

Proposals received later than **4:00 p.m. August 21, 2019 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 29<sup>th</sup> Day of July, 2019**

Greg Piland  
Financial Operations Manager  
425-587-3123

## **PART A: PURPOSE OF REQUEST**

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

The proposed scope of services for this project is described in Part D. For informational purposes, a copy of the City's most recent State Legislative Agenda is included as Attachment A; the agenda for 2020 will be developed in the fall of 2019. A sample of the City's professional services agreement is included in Attachment B.

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

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

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

July 29, 2019	- RFP Packages available
August 14	- Deadline for submitting written questions: 5:00 PM
August 19	- Answers provided: 5:00 PM
August 21	- RFP Submittal Deadline: 4:00 PM
August 22 - 23	- Evaluation Panel reviews and scores RFP Submittals
August 26 - 30	- In-person interviews
September 13	- Contract awarded
September 27, 2019	- Execute Contract and Notice to Proceed

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

## **PART C: SUBMITTAL INSTRUCTIONS**

Proposals must be received no later than **4:00 PM Pacific Time on Friday, August 21, 2019.**

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

Emailed proposals should include "44-19-CMO, State Legislative Advocacy Services RFP" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) and must be received before the due date and time. (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

Paper proposals are to be mailed or delivered to:

The City of Kirkland  
Attn: Greg Piland – Job Number 44-19-CMO  
123 Fifth Avenue  
Kirkland, WA. 98033

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

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

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

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

Questions regarding the scope of services or evaluation process should be submitted in writing or by e-mail to Lorrie McKay, Intergovernmental Relations and Economic Development Manager, at [lmckay@kirklandwa.gov](mailto:lmckay@kirklandwa.gov) by 5:00 PM on August 14. Please allow at least one business day for responses. Questions submitted after August 14 will not be answered.

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

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

### **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.

## **PART D: SCOPE OF SERVICES**

### **General Information**

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

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

Kirkland is a rapidly urbanizing city in King County, Washington, located on the east side of Lake Washington from the City of Seattle. Since its incorporation in 1905, Kirkland has grown to approximately 12 times its original geographic boundaries, nearly doubling in size during the 1940s and 1960s. In 2011, Kirkland annexed three unincorporated northern neighborhoods, adding approximately 31,000 new residents and nearly seven square miles. Its current population totals approximately 88,940, making it the 6<sup>th</sup> largest city in King County and the 13<sup>th</sup> largest in Washington State. Kirkland City government supports a strong, diverse economy with quality services and infrastructure. Prudent financial management has earned the City Standard & Poor's AAA credit rating year after year.

Features of the city include seven miles of shoreline together with a unique downtown waterfront, the only eastside downtown frontage along Lake Washington's shores. The downtown boasts restaurants, art galleries, a 400-seat performing arts center, public parks, and public beaches. The City recognizes pedestrian safety and walkability as key components in the quality of life for those that live, work, and play here. The City has preserved its public pathways along Lake Washington Boulevard. In 2006, Kirkland was the first city in Washington State to adopt a

Complete Streets Ordinance, which provides for the design of streets that will enable safe access for all users. The city boasts nearly 20 miles of trails and park paths that connect people to parks, neighborhoods, other community destinations, as well as to a vast network of regional trails. Kirkland was named Best City by 425 Magazine in 2018 and 2014, and Money Magazine ranked Kirkland as #5 in its 2014 Best Places to Live in America issue.

Notable businesses located in Kirkland include Google, INRIX, Revel, GoDaddy, Bluetooth (world headquarters), Kenworth Truck Company, the Woodmark Hotel and the Heathman Hotel to name a few. In 2015, Google expanded its existing three-building campus with a new 180,000 sq. ft., two story LEED Platinum office building (the 2nd in the state) and they added over 1,100 high-tech jobs in Kirkland. Google and the property owner, SRM, also invested \$3.2 million in a stunning new park – open to the public -- between its two campuses. The Totem Lake Business District, a designated regional urban center, is Kirkland's largest employment center and the highest revenue generator of all Kirkland business districts and is the focus of significant economic revitalization. By 2035, Totem Lake is expected to double its housing units from 4,144 to a range of 6,912 to 12,911. Employment is expected to increase from 12,966 to a range of 24,994 to 52,364. In March of 2015, the City Council approved an agreement for the redevelopment of the old mall, located on a 26-acre site within the designated Totem Lake Urban Center. The Agreement sustained the City's original commitment to public improvements of \$15 million to NE 120th Avenue, a public plaza, and possibly a portion of a parking garage. During the 2015 legislative session, the City's efforts secured \$75 million in new state transportation funding for the design and construction of on and off-ramps to I-405 at NE 132<sup>nd</sup> Street to improve mobility in the Totem Lake urban center. Today, the new Village at Totem Lake has begun to flourish, and the Totem Lake Urban Center is booming, with 2,400 units of housing, 750,000 square feet of commercial space, and 295,000 square feet of institutional building under construction. Another 1,400 housing units and another 840,000 square feet of commercial and institutional improvements are in the development pipeline. In downtown Kirkland, the redevelopment and transformation of Park Place into Kirkland Urban, a 1.2 million square foot integrated mixed-use development of office, retail and residential is nearing completion after having broken ground in 2016. The first round of leasing of space at Kirkland Urban has been successful and has spurred the forward movement of Kirkland Urban South. The community will see new businesses opening beginning in the summer of 2019.

The City purchased a 5.75-mile segment of a former BNSF rail corridor from the Port of Seattle in 2012, an acquisition that has transformed the City of Kirkland. This corridor runs north/south through the Totem Lake designated urban center, past businesses and through some of the most densely populated neighborhoods along the larger 42-mile corridor known as EasTrail. Referred to by its residents as the 'Cross Kirkland Corridor (CKC),' the CKC's most southern end is located next to the South Kirkland Park and Ride, the site of a transit-oriented development at the southern border of the City against the northern border of the City of Bellevue. Since 2012, Kirkland's legislative efforts have secured \$2 million in state funding for development of the Cross Kirkland Corridor's interim trail; \$500,000 in acquisition matching funds; and \$2.3 million toward CKC related capital projects. At the intersection of NE 124th & 124th Ave. NE, the CKC is currently severed by a complex intersection of nine lanes of traffic in less than 350 feet. It is one of Kirkland's busiest intersections, with traffic volumes exceeding 50,000 vehicles per day, directly servicing the on and off-ramps for northbound I-405. As an impediment to active transportation, the City plans to construct the Totem Lake Connector, a grade separated bicycle and pedestrian bridge that will safely connect the Totem Lake to the rest of Kirkland and will allow safe bike and pedestrian travel for users of the regional EasTrail. (Construction is expected to begin 2020).

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

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

### **Scope Detail**

Anticipated work includes, but is not limited to:

- Develop legislative concepts/language and legislative agenda in conjunction with the City's Legislative Committee, City Manager and Intergovernmental Relations & Economic Development Manager.
- Develop agenda and assist with materials for pre-session legislative coffees.
- Participate in weekly City Legislative Workgroup meetings via conference call on legislative priorities and specific issues for review, analysis and strategy.
- Provide general education and insight on the Governor's office and legislature, and specific or potential impacts to the City of Kirkland.
- Provide information on delegation members' priorities and committee assignments.
- Attain access to City's Legislative Management System and establish proficiency in its use.
- During session, provide regular weekly written reports (due Friday AM), in a mutually agreed to format to the City during session to include: detailed updates on priority items; a weekly schedule of relevant upcoming legislative hearings; bill tracking; and reporting information for all legislation determined by staff to potentially impact the City.
- Coordinate meetings with legislators, the Governor and agency staff.
- Coordinate and/or participate in meetings with stakeholders with similar interests (Association of Washington Cities, etc.) prior to and during session.
- Draft and finalize amendments and budget provisos throughout the legislative process.
- Coordinate an executive branch strategy as needed, depending on priority legislative items.
- Assist the City with creating effective, consistent and coordinated communications with the state delegation, including assisting with draft written correspondence.
- Facilitate legislation sponsorship and introduction in both the House and Senate as needed.
- Advise city officials and staff on interaction with legislative and executive branch.
- Present legislative issues to the full City Council as needed/upon request. (Council meetings held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday's of each month.)
- Monitor opposition activities designed to prevent or unfavorably alter City legislation and take appropriate action to ameliorate opposition.
- Research and provide information on state funding opportunities.
- Work with the City to maximize its capital programs applications.
- Work on budget items – operating, capital and transportation – as determined within the legislative agenda.
- Timely and accurate information on appropriation timelines and various deadlines throughout the appropriation process, including information on funding levels.
- Guidance and status reports on the City's appropriation requests.
- Provide an end-of-session summary report of proactive and defensive achievements.

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

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

- Be licensed to do business in the State of Washington.
- Have a record of three years' experience in legislative governmental representation in Olympia.
- Be registered with the Public Disclosure Commission (PDC) for lobbying activity in the State of Washington.
  
- Have a valid City of Kirkland business license or agree to obtain such license by the start of the contract period.
- Be available to provide services starting on October 1, 2015.
- Demonstrate to the City's satisfaction that the proposer has the financial strength and stability to assume the responsibilities required under this RFP and to successfully fulfill the contract.
- Demonstrate to the City's satisfaction that the proposer has the staffing capacity, vehicle(s), equipment, training and licensure requirements necessary to assume the responsibilities required under this RFP and to successfully fulfill the contract.

## **PART F: REQUIREMENTS**

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

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

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

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

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

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

The City's retainer for State Legislative Advocacy Services is currently budgeted at \$5,000 per month. Funding above that would be contingent upon service package request approval by the City Council for the 2019-2020 budget, as well as budget approval by the City Council for the 2021-2022 budget cycle. Payment amounts and schedules will be based on the proposal and, if selected, subsequent negotiations.

The length of the contract for State Legislative Advocacy Services will be for a period of three (3) years with an additional two (2) year extension upon mutual agreement of both parties.

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

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

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

A. Ability to Perform Required Services

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

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

B. Fees

Fees proposed for services to be performed.

C. Ability to Meet Part F: Requirements

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

D. Results of Interviews

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

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

## **PART J: TERMS AND CONDITIONS**

1. All proposals submitted become public information.
2. The City encourages participation in all of its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE).
3. Nondiscrimination: No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
4. In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all proposers by the Purchasing Office.
5. It is understood that the Contractor and its employees will be independent from the City and will not be considered employees of the City.
6. It is understood that the Contractor shall not receive any additional compensation for expenses.
7. The successful proposer shall make such arrangements as may be necessary to commence operation on October 1, 2019 upon the final approval of the contract.
8. The City of Kirkland may request additional information or clarification from any proposer.
9. Proposals may not be modified or withdrawn after the time set for the opening of this proposal.



## **CITY OF KIRKLAND 2019 LEGISLATIVE AGENDA**

Attachment A

### **General Principles**

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

- Protect shared state revenue sources available to the City, including the State Annexation Sales Tax Credit, and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded and vital services are provided to all of the residents of the state.

### **City of Kirkland 2019 Legislative Priorities**

- Kirkland supports new local funding and policy tools to address homelessness and create more affordable housing, such as:
  - Flexibility on existing REET and potential expansion
  - Provide property tax exemptions for service-connected disabled veterans and senior citizens
  - Funding for research on best practices for shared housing strategies and operations
  - Authorization of TOD Pilot Project at Kingsgate Park and Ride
- Kirkland supports continued sustainable funding to maintain high-quality statewide training for law enforcement officers and corrections officers to ensure no waiting period to get law enforcement and corrections officers trained and in the field.
- Kirkland supports extending and accelerating the construction of express toll lanes on I-405 north of Kirkland, and implementing express toll lanes on I-405 south of Bellevue, in order to coincide with the 2024 opening of Sound Transit's Bus Rapid Transit operations.
- Kirkland supports gun safety measures that promote safe and responsible gun ownership and reduce gun violence, and that are consistent with the 2<sup>nd</sup> Amendment of the US Constitution and Article I Section 24 of the Washington State Constitution.
- Kirkland supports capital and transportation budget funding for prioritized local infrastructure projects.
- Kirkland supports keeping the Transit Bypass Queue, at the Montlake Exit from SR-520, open through the 2023 scheduled completion of the Montlake Project.



**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 or 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: \_\_\_\_\_