



PROFESSIONAL SERVICES AGREEMENT

Akramoff Consulting Services

The City of Kirkland, Washington, a municipal corporation ("City") and Akramoff, LLC, whose address is 20089 2ND AVE SW, NORMANDY PARK, WA, 98166-4259 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A 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 \$55,000.00, as detailed in Attachment A.
- 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 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 or suspend 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.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Facilities Manager 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 March 25, 2025.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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 agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement 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 agreement 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.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

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

CONSULTANT:

Signature: Glenn Akramoff
Glenn Akramoff (Mar 13, 2024 12:08 PDT)

CITY OF KIRKLAND:

Signature: Julie Underwood
Julie Underwood (Mar 18, 2024 15:11 PDT)

Printed Name: Glenn Akramoff

Title: CEO

Date: Mar 13, 2024

Julie Underwood, Deputy City Manager

Date: Mar 18, 2024



Kirkland Facilities Change Process Scope of Work



SCOPE OF WORK
PREPARED BY AKRAMOFF

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Phone: (425) 760-5126
Website: akramoff.com



SCOPE OF WORK

Akramoff Consulting is prepared to facilitate and support the implementation of the change effort of the Facilities Division. In late 2023, an initial Facilities Services assessment was completed by Tracey Dunlap. That Assessment has provided high-level recommendations. The Akramoff

The team will use this Assessment as a guide to start the change process and implement the proposed recommendations.

In addition to the assessment results, additional details are needed at the front-line level. This includes individual interviews with the entire Facilities team, some further follow-up with stakeholders, and an elevation of tools and systems that impact the performance of the work. Additional recommendations and change efforts are expected and will remain consistent with the initial Assessment.

Implementation of these changes requires a short-term and long-term approach. The lead consultant, Glenn Akramoff, will be on-site weekly for six to eight months to identify specific change items, facilitate the change process, and document the new processes, procedures, and team norms. A draft schedule of the on-site dates will be agreed to and provided as part of the kickoff process. As the change process progresses, the team, the lead worker, and the Facilities Manager will verify each area of the documents to ensure consistency, viability, and commitment. The implementation phase will ensure that the change process can continue indefinitely. The team and the Manager will complete many long-term items over a 12 to 24-month period. The improvement process and infrastructure to facilitate it will be in place during the first six months.

PROBLEM STATEMENT

The Facilities Division comprises talented individual team members who take pride in their work and consistently strive to deliver the highest levels of service to the Kirkland community. Historical practices and old cultural norms are holding them back. Many of the team's issues have gone unresolved for years, resulting in frustration and low morale. The lack of written processes, limited work planning, the absence of clear expectations, and inconsistencies in performance goals impede the delivery of efficient maintenance services.



Task 1 – Work Plan Development

- a) Support DCMO & FM in developing the 2024 Work Plan. Including recommendations for developing project prioritization criteria
- b) Develop an implementation strategy for recommendations and opportunities identified in the Facilities Condition Assessment.
- c) Propose an intake process for newly requested projects by other departments that still need to be added to the work plan.
- d) Document roles and responsibilities for the Division (DCMO, Manager, Lead, Techs, Facility Specialist). Identify skill or resource gaps and recommend options for addressing gaps.

Task 2 – Customer Service Improvements

- a) Develop a Standard Operating Procedure (SOP) for the work order management system (e.g., prioritization, work assignment, asset tracking)
 - i. Includes internal customer Level of Service (LOS) guidelines for elements such as response times, follow-up protocols, and customer communication.
 - ii. Establish WO prioritization using standards provided in the FCA as a baseline.
- b) Evaluate the usability and value of the current work order management system. Provide cost and functionality comparisons with other available systems. Make recommendations for enhancement(s) or replacement of the current system.
- c) Support FM in establishing Division KPIs and metrics for staff and Division performance reporting.
 - i. Include a strategy for establishing and maintaining customer service standards leveraging KPIs and LOS standards and metrics.

Task 3 – Employee Development

- d) Support Facilities Lead to prepare an onboarding and training curriculum for the technician crew members to onboard new staff and address resource and skills gaps.
 - i. Assess the strengths of each team member and align them to the Division's work plan and priorities (i.e., identify the "go to" person for various technical specialties)

Task 4 – Internal Stakeholder Strategy Implementation

- a) Provide recommendations for continuing to support and build Team cohesion
- b) Plan for and facilitate a Team retreat (after the vacancy is filled), which would include reviewing the Division's mission, values, and work plan and team-building exercises

Status Reporting and Output –

- a) Weekly check-in with FM
- b) Monthly check-in with DCMO and FM



PROPOSED CONSULTANT TEAM FOR THIS WORK

Mr. Glenn Akramoff will be the on-site service delivery lead and primary consultant, with backup and support resources provided by the Akramoff Team.

HOURS AND COST

Below, we list our level of effort and costs for all Implementation Phase work, which is proposed as a not-to-exceed amount of \$55,000.

Task Description	Time		Estimated Cost
Implementation Scope	280 Hours		\$49,000
Akramoff Estimated Expenses			\$900
Estimated Total:			\$49,900



Appendix 1

FACILITIES SERVICES ASSESSMENT

Completed By Tracey Dunlap Draft — 11/21/2023

Scope

Facilities Services reports to DCMO. The City Manager has identified a need to assess the effectiveness of the current team in providing services and delivering projects. The Assessment will involve gathering feedback from various staff and customers, reviewing the current work plan and progress against it, and developing recommendations for consideration by the City Manager.

Observations

Based on interviews with all City departments and Facilities Manager Lee Ann Skipton, this document is intended to summarize the results and recommendations as oversight of the function transitions to the new Julie Underwood. The transition offers an excellent opportunity to revisit current tools and processes and identify actions to establish a strong baseline for moving forward.

My overall observation is that several priority areas need to be addressed:

- Document a work plan for each functional area (operations and maintenance, capital projects, and real estate) and establish priorities,
- Improve written records and documentation, particularly related to the status of work orders,
- Clarify and communicate roles and responsibilities, both internally (manager, specialist, lead, techs) and with other departments (CIP, customers),
- Establish the most effective way to manage the functional areas moving forward.

The notes below endeavor to capture immediate, short-, and long-term actions.

Work Plan and Priorities

Immediate (Nov/Dec)

- Review the initial draft in Julie's preferred format (provided by Lee Ann on November 6) with Julie and Tracey. This process will begin weekly meetings starting November 2



- Lee Ann and Tracey meet with IT to discuss prioritizing work orders and managing communications to help improve the current process (scheduled for December 8).

Short-term (starting in January)

- Determine whether the current Facilities Steering slide deck provides information geared toward the audience and modify the approach based on that feedback.

Long-term (ongoing)

- Establish a process for annual work plan development and prioritization that can help inform tools that can help set the Facilities Steering meeting agenda to focus on issues requiring direction and actions to be taken.

Written Documentation

Immediate (Nov/Dec)

- Meet with IT to understand how their work order system and prioritization works and what features might be available for Facilities.
- Provide written summaries of direction received at Facilities Steering meetings and other cross-department meetings and send them to meeting participants to ensure a common understanding of the direction and next steps.

Short-term (starting in January)

- Ensure that work orders are updated with progress notes and that lower-priority items still receive attention.
- Provide key managers access to department-wide work orders to monitor and track open items. Have Specialists provide training to those departments as needed.

Long-term (ongoing)

- Develop and execute a written training plan to ensure that technicians have/acquire the necessary skills for service delivery.
- Develop reporting on work order status/aging and a strategy to highlight aging requests and ensure closure.



- Consider providing periodic written updates to departments (has done something like this periodically but not regularly).

Clarify Roles and Responsibilities/Communication

Immediate (Nov/Dec)

- Establish a process for finalizing Lee Ann's evaluation, prepared/given by Beth in October 2023. Evaluation will initially be left as a draft, with the two categories (Judgment/decision making/initiative and communicating effectively) where performance does not meet requirements pending.
- Julie will set and monitor expectations with Lee Ann and will check in on performance to finalize evaluation before the next work anniversary on April 1, 2024. See Attachment A for Goals from the draft write-up.
- Tracey and Lee Ann met with HR on November 14 to determine the process for ensuring Teamster roles and responsibilities are understood and are being carried out effectively. Periodic check-ins will be set up between Lee Ann and HR.
- Set expectations for all staff, beginning with Lead, and monitor performance. Lee Ann will gather feedback from departments on specific performance.
- Clarify roles of Specialist and Lead in keeping work order systems updated to help customers keep track of status.

Short-term (starting in January)

- Given the number of new staff in Facilities, consider doing success signal training focusing on recognizing how it can be used to foster communications. Ask the team for their ideas on trust- and team-building.
- Based on staff performance meeting expectations at 30/60/90 days, prepare and deliver performance evaluations.
- Set a schedule of routine visits to major facilities, including meetings with management at those locations. Initial meetings should focus on roles and responsibilities, including introducing the Specialist to the departments. Introduce the Specialist and role at the first round of meetings.
- Review projects and determine candidates for CIP to manage with the Facilities Manager as the project owner.
- Ensure that project budgets reported are validated against Munis through periodic updates.



Long-term (ongoing)

- Inventory what critical skills are required for the Facilities crew and hire to ensure these skills are covered. Consider including crew to participate in interview processes to hire new team members to gain feedback from their technical perspective and promote buy-in, with a clear understanding they are not decision-makers.
- Establish expectations of what tasks Facilities will undertake (and pay for) and what department responsibilities related to O&M and capital improvements.
- Ensure IT is consulted early in facilities projects to ensure related needs and timelines are recognized in time. Consider periodic coordination meetings between Facilities/IT quarterly.

Management Strategies

Immediate (Nov/Dec)

- Julie considers meeting with Dirk for an exit interview before he moves to Corrections to gain insight into how the crew is doing, given his expertise and longevity with the City.
- Establish format and agenda for weekly meetings with Glenn Akramoff (and consultant as needed)
- Identify specific real estate efforts to transition to Glenn Akramoff to manage. Meet with Joe Steele.

Short-term (starting in January)

- Ensure that after-hours callouts are working as planned. Consider having pre-approved vendors for callouts after hours if it requires outside expertise.
- Identify the workload associated with real estate projects undertaken by Facilities and determine whether the new Public Works CIP franchise/real estate position can absorb those responsibilities.
- Identify projects that CIP can/should manage and identify resource availability and related timing.

Long-term (ongoing)

Determine an approach to ensuring sinking fund projects are prioritized and incorporated into workload planning.











32400087_Akramoff Professional Services Agreement

Final Audit Report

2024-03-18


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