



**PROFESSIONAL SERVICES AGREEMENT**  
**Watson Creative – NE 85<sup>th</sup> St. Station Area Branding & Marketing**

The City of Kirkland, Washington, a municipal corporation (“City”) and Watson Creative, whose address is 2900 NW Clearwater Dr., Bend, Oregon 97703 (“Consultant”), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

**I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement (“Services”), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

**II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these Services shall not exceed **\$75,000**, 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. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the 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 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

**III. GENERAL ADMINISTRATION AND MANAGEMENT**

The City Manager’s Office 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 the services, and shall coordinate all communications with the Consultant from the City.

#### **IV. DURATION**

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2026. For purposes of paying final invoices and finalizing services, this contract expires on February 28, 2027.

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.

#### **V. 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, including Chapter 42.56 RCW.

The Consultant will, 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 has 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 six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

## **VI. 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.

## **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, subcontract, 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**

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.
- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. 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 that may arise from or in connection with the performance of the work hereunder by the Consultant and/or 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 this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:

- 1. 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.
  - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 2. 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.

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
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.
  - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**B. 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 the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**D. 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.

**E. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this 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.

**F. 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 local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

**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 they are solely responsible for the payment of taxes applicable to the Services 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 them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

**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.

**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. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

**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. 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.

**XX. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**XXI. DISPUTE RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

**XXII. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XXIII. EFFECTIVE DATE**

This Agreement shall be deemed effective on the last date signed below.

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

CONSULTANT:

Signature: *Matt Watson*

Printed Name: Matthew Watson

Title: CEO

Date: 04/07/2026

CITY OF KIRKLAND:

Signature: *Tracey P. Dunlap*

Printed Name: Tracey Dunlap

Title: Deputy City Manager of Operations

Date: 04/07/2026

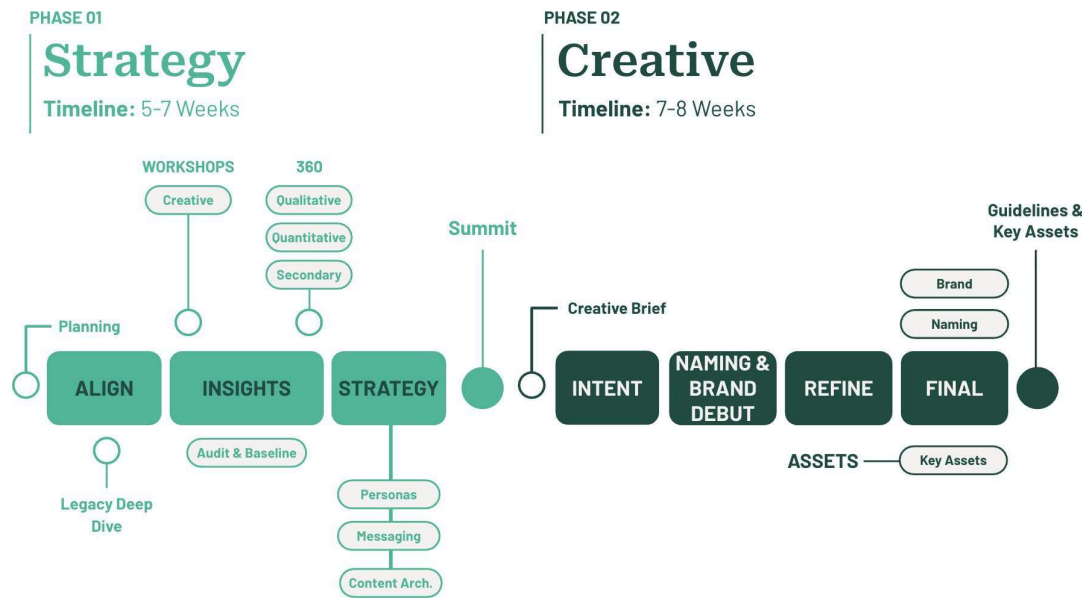
## NE 85<sup>th</sup> St Station Area Branding & Marketing Scope of Work

### PURPOSE

*Positioning Kirkland’s Station Area for Investment-Ready Growth*

To position Kirkland’s NE 85th Street Station Area as a market-ready, investment-grade district by translating planning, identity, and vision into a clear, credible narrative that builds confidence and drives action among real estate developers and institutional investors.

### WORK PLAN



### Phase 1: Strategy (5 – 7 weeks)

#### Task 1.1 Onboarding Meeting

#### Description

Initial kickoff meeting to align the City and Watson teams on project goals, timeline, communication cadence, roles, and collaboration tools.

#### Activities

- Conduct project kickoff with City project lead and Watson team
- Review scope, timeline, milestones, and approval process

- Confirm project roles and decision-makers
- Establish weekly check-in cadence
- Set up project collaboration tools (ClickUp and Google Drive)
- Gather necessary digital access and confirm credential ownership as needed

#### Deliverables

- Confirmed project timeline and meeting cadence
- Shared project workspace (ClickUp and Google Drive)
- Documented roles and approval process

#### City Tasks

- Complete onboarding worksheet
- Upload relevant documents and links to the shared drive

### Task 1.2 Legacy Deep Dive

#### Description

Working session with project stewards to review background materials, align on project context, and establish a shared understanding of goals, audiences, and long-term vision for the district.

#### Activities

- Conduct 1–2 hour working session with City Staff
- Review relevant background materials and existing planning documents
- Discuss peer and comparable districts to identify positioning opportunities
- Clarify primary audiences and stakeholder groups
- Map the current development narrative and community context
- Align on project goals, success measures, and a three-year vision

#### Deliverables

- Shared understanding of project context and priorities
- Defined audience groups and success criteria
- Summary insights to inform strategy and naming work

#### City Tasks

- Provide relevant background materials and planning documents prior to the session

### Task 1.3 Marketing Workshop - Primary Research

#### Description

Working session with key stakeholders to align on audiences, campaign priorities, channel roles, and success measures for the district marketing program.

#### Activities

- Conduct one stakeholder workshop with 5–7 participants. Stakeholders to include client-approved participants from City Staff or relevant representatives
- Align on primary audiences and segmentation
- Define campaign types and how they support awareness, engagement, and conversion
- Map key story beats and a high-level content calendar
- Clarify the role of paid, earned, and owned channels
- Align on KPIs and OKRs

#### Deliverables

- Audience alignment and campaign framework
- High-level content and channel plan
- Agreed-upon KPIs and OKRs

#### City Tasks

- Complete marketing worksheet prior to the session
- Identify 5–7 key participants for the workshop

### Task 1.4 Audience 360 - Primary Research

#### Description

Research phase to better understand target audiences, emphasis on Real Estate Developers, through surveys, qualitative feedback, and secondary research.

## Activities

- Design one survey of 10–15 questions
- Review survey distribution plan with City team
- Facilitate qualitative sessions, interviews, or small-group discussions
- Review analytics, social, SEO, competitor, and market data
- Synthesize findings across quantitative, qualitative, and secondary research

## Deliverables

- Audience research summary
- Key findings on audience motivations, barriers, and behaviors
- Strategic insights to inform naming, messaging, and marketing decisions

## City Tasks

- Distribute survey to target audiences
- Help coordinate qualitative participants
- Provide access to relevant analytics, studies, and existing data

## Notes

- Survey target: 600–800 responses, distributed by City of Kirkland. The goal of the surveys is to gather primary research from a wider audience and ensure we are gathering input from all key constituents.
- Qualitative scope: up to 3 hours of facilitated sessions coordinated by City of Kirkland
- If participant sourcing or survey distribution support is needed, Watson can coordinate with a third-party research partner under a separate scope

## Task 1.5 Personas

### Description

Develop audience personas based on research to guide messaging, creative direction, and decision-making. Personas in this context are real estate developers and other B2B audiences we

will market to once the identity is established.

### Activities

- Analyze research findings from Audience 360
- Identify key audience segments and behaviors
- Define motivations, barriers, and decision triggers
- Map audience journey from awareness through long-term engagement

### Deliverables

- Three (3) audience personas
- Persona narratives and psychographic profiles
- Audience journey framework (Attract → Engage → Capture → Retain)

## Task 1.6 Key Messaging

### Description

Develop a clear messaging framework that defines the district's positioning, core story, and communication structure.

### Activities

- Define positioning and core narrative for the district
- Develop messaging aligned to key audiences and goals
- Explore brand evolution or naming considerations if applicable
- Align messaging across campaign, community, and development communications

### Deliverables

- Manifesto (brand story and positioning guide)
- Messaging matrix aligned to audience personas
- Three primary narrative storylines
- Brand voice and tone framework

## Task 1.7 The Summit

### Description

Strategy working session, with internal stakeholders, to present research findings, align on insights, and confirm the strategic direction for the district's identity, messaging, and next phase of work.

### Activities

- Present synthesis of research, workshops, and audits
- Review key audience insights and ecosystem opportunities
- Align on strategic priorities and creative direction
- Discuss implementation pathways and next-phase planning

### Deliverables

- Research & Synthesis Summary
  - Summary of legacy discovery and stakeholder input
  - Key findings from audits and baseline analysis
  - Audience insights from Audience 360 research
  - Secondary research and market signals
- Creative Brief
  - Personas and audience insights
  - Key messaging framework
  - Objectives and success measures
  - Mandatories and project constraints
- Growth Roadmap
  - Next-step priorities
  - Planning timeline and milestones
  - Recommended future scopes
  - Campaign opportunity areas

## Phase 2: Creative (7 – 8 weeks)

### Task 2.1 Naming

#### Naming Brief & Criteria

##### Description

Define the strategic and legal criteria that will guide the naming process.

##### Activities

- Conduct a one-hour naming alignment session with City project leads
- Review strategic goals, audience considerations, and positioning
- Identify legal and practical parameters for name development
- Develop naming brief outlining criteria for creative exploration

##### Deliverables

- Naming brief with strategic and legal criteria
- Defined evaluation criteria for name review

### Task 2.2: Name Development

##### Description

Develop and refine name options aligned with the district strategy and audience insights.

##### Activities

- Develop five or more name options per round
- Provide narrative context explaining strategy and meaning behind each name
- Review available domain options for each candidate
- Conduct feedback sessions to refine and narrow the shortlist

## Deliverables

- Two rounds of name exploration
- Shortlist of viable naming options with supporting rationale

## Task 2.3 Preliminary Vetting

### Description

Conduct early-stage screening to identify potential conflicts and usability considerations before legal review.

### Activities

- Perform basic domain availability checks
- Conduct preliminary trademark searches (non-legal)
- Review linguistic, pronunciation, and usability considerations
- Identify cultural or language conflicts where relevant

## Deliverables

- Screened shortlist of naming candidates
- Preliminary vetting summary for attorney review

## Task 2.4 Naming Deliverables

### Description

Provide documentation to support name selection, evaluation, and implementation.

### Deliverables

- Two rounds of naming options where we provide 5 – 7 options each round. (Please note, we need to meet with your legal team early to understand the criteria and workflow for legal approval.)

- Final recommended district name
- URL recommendations (up to three options)
- Naming rationale and usage guidance
- Preliminary vetting summary for legal review
- High-level recommendations for introducing and launching the name

## Task 2.5 Branding & Key Assets

### Identity Development

#### Description

Develop the visual identity for the district based on the approved strategy, messaging, and name.

#### Activities

- Develop creative direction and mood boards
- Create multiple identity concepts
- Present concepts and gather feedback
- Refine selected concept and finalize design direction
- Apply the identity across key brand assets

#### Deliverables

- Identity System
  - Brandmark system (symbol, wordmark, and lockup as needed)
  - Visual identity guidelines (colors, typography, graphic elements)
- Creative Direction
  - Graphic system direction (icons, illustration style, visual elements)
  - Photography direction and image style guidance
  - Video or motion direction concepts
- Brand Assets
  - Presentation deck (B2C and B2B versions – up to 20 slides each)
  - Three ad templates to be determined during Strategy (Print/Digital)
  - Social media profile and post templates (up to three platforms)
  - Email signature template

- Branded merchandise concepts (up to three items)

#### Process & Reviews (Four Meetings)

1. Mood board review to align on creative direction
2. Up to three identity concepts presented
3. Concept refinement and final identity selection
4. Final design applied across key assets

#### Project Schedule & Fees

##### Description

Project timeline and payment schedule for the strategy, naming, and identity phases. The total project budget is \$75,000.

##### Invoice Schedule

Watson Creative will submit a \$25,000 invoice and all deliverables as follows:

Invoice #1: At project commencement

Invoice #2: Upon completion of the Strategy Phase (Tasks 1.1 – 1.7)

Invoice #3: Upon completion of the Creative Phase (Tasks 2.1 – 2.5)

Invoices #2 and #3 will not be until all deliverables for that period have been delivered to the City, as outlined in this scope above. All invoice and deliverables will be submitted to Jen Davis Hayes, [jdavishayes@kirklandwa.gov](mailto:jdavishayes@kirklandwa.gov).

##### Payment Terms

- Commencement fee due upon issuance (Net 0)
- Subsequent invoices due within 15 days (Net 15)
- Deposits secure project resources and timeline