



# **City of Kirkland**

## **Request for Proposals**

### **FOCUS GROUP FACILITATOR FOR SOCIAL MARKETING CAMPAIGN**

**Job # 41-25-PW**

**Issue Date: December 3, 2025**

**Due Date: December 23, 2025 – 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

### **Focus Group Facilitator for Social Marketing Campaign Job # 41-25-PW**

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

Proposals received later than 4:00 p.m. on December 23, 2025 will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from the City's website at <http://www.kirklandwa.gov/>. Click on the "Business" tab at the top of the page and then click on "Doing Business with the City" and look under the "Opportunities" tab.

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, this 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 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 requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City 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 3<sup>rd</sup> day of December, 2025**

Jay Gewin  
Purchasing Agent  
City of Kirkland

**Published in the Daily Journal of Commerce on December 3<sup>rd</sup> and December 10<sup>th</sup>, 2025**

## **Background Information**

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 97,850. Kirkland is the thirteenth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

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

## **Purpose and Background**

The City of Kirkland is soliciting proposals from qualified consulting firms or individuals to provide professional services to complete a comprehensive focus group and evaluation for Kirkland residents. In-person and virtual focus groups and/or interviews will be designed to receive qualitative information from Kirkland residents.

The information gathered will be in support of the Behavior Change Campaign mandated by the Western Washington Phase II National Pollutant Discharge Elimination System (NPDES) permit, created under the Federal Clean Water Act. The NPDES permit program was created to protect and restore water quality in lakes and streams so they can support "beneficial uses" such as fishing and swimming. Governmental and private entities wishing to discharge water or wastewater to surface waters regulated by the federal government (Waters of the US) must obtain permits and comply with certain conditions or face fines and other penalties.

Kirkland plans to meet the requirements of the Public Education and Outreach portion of the NPDES Permit by continuing to provide general awareness education and outreach programs for a variety of target audiences as well as develop a Behavior Change Campaign, including program considerations for overburdened communities.

The purpose of this contract is to conduct and evaluate focus groups to learn about the Kirkland community's experiences, attitudes, opinions, and perceptions of a target audience regarding natural yard care practices. The results will be used to create a long-term behavior change campaign based on the social marketing framework, outlined by Nancy Lee and Philip Kotler, included below for easy reference. Prior to the start of this contract, Kirkland staff have identified the focus, target audience, and marketing objectives for this campaign. This campaign will focus on improving local water quality by supporting residents that manage yards in the adoption of

natural yard care practices and the use of eco-friendly yard products. Based on analysis of our local creeks, we've chosen to prioritize residents with yards that live within a one-mile radius of Billy Creek in Kirkland, Washington. This includes portions of the Juanita and Finn Hill neighborhoods. Our goal is to see a decrease in the nitrogen and phosphorus levels, which are understood as the water quality parameters that are heavily impacted by harmful yard care practices such as over-fertilizing, in Billy Creek over the next 4 years and beyond.

These focus groups will serve the next step of the campaign: identifying audience barriers, motivators, and competition. The report created at the conclusion of this contract will be used to develop a strategic marketing plan and position.

The Ten Steps in the Planning Process for a Social Marketing Campaign, by Nancy Kee and Philip Kotler:

1. Describe the Background, Purpose, and Focus
2. Conduct a Situation Analysis
3. Select and Describe the Target Market
4. Set Marketing Objectives and Goals
5. Identify Audience Barriers, Benefits, and Competition
6. Write a Positioning Statement
7. Develop a Strategic Marketing Mix
8. Determine an Evaluation Plan
9. Establish a Campaign Budget

### **Performance Schedule**

The initial length of the contract will be through December 31, 2026 with the option of up to one (1) additional 6-month extension at the City's discretion. It is the goal of this project that the Scope of Work be completed by August 31, 2026.

### **Scope of Work**

The City of Kirkland invites proposals from individuals and firms who wish to conduct at least three (3) focus group activities to gather qualitative data into the experiences, attitudes, opinions, and perceptions of a target audience regarding natural yard care practices. This will inform the future of our Behavior Change Campaign and focus groups should be rooted in the social marketing framework.

The contractor will have two main tasks:

1. Facilitation of at least three (3) focus group activities (in-person focus groups, virtual focus groups, and interviews) to gather data on the needs and opinions of Kirkland residents regarding natural yard care practices.
  - a. These focus groups will be used to meet Step 5 of the Planning Process outlined in the Background.
2. Production of a comprehensive report on the resulting outcomes.
  - a. This report will be used as a reference for City staff to develop Steps 6 and 7 of the Planning Process outlined in the Background.

Task 1: Facilitation of at least three (3) focus group activities to gather data on the needs and opinions of Kirkland residents regarding natural yard care practices.

- Support the Stormwater team with their ongoing culturally responsive audience research and outreach for these focus groups. Examples include outreach to:

- Community-based organizations
- Local neighborhood associations and clubs
- Local school districts
- Provide guidance on methods to encourage participation from a group representative of Kirkland's demographics and the target audience.
- Support the Stormwater team with the creation of a discussion guide to guide the creation of focus group questions.
- Facilitate a minimum of three focus group activities. At minimum, one must be in-person. The other two can be any combination of virtual focus group(s) and individual interviews. Together, these groups will serve a minimum of 20 people.
  - An in-person focus group should be made up of between 5-8 people.
- Organize and identify a facility to have any in-person focus groups and the technology used for any virtual focus groups.
- Provide accommodation for disability and language interpretation during data gathering and outreach to foster an inclusive environment.
- Provide monetary incentive for participation.
  - \$100 should be allotted to each participant as part of your budget.

Task 2: Production of a comprehensive report on the resulting outcomes.

- Analysis of qualitative data gathered.
  - Identify motivators, benefits, barriers, and competition to practicing natural yard care. (Step 5 of the Social Marketing Planning Process)
- Methods used to ensure the focus groups were accessible, inclusive, and based on the principles of social marketing.
- Examine the impact of the lived experiences and intersectionality of overburdened communities on data.
- Identify guidance on the future direction of the Behavior Change Campaign as well as areas of growth and opportunity for the Stormwater team's ongoing campaign. (Steps 6 and 7 of the Social Marketing Planning Process)

Kirkland has an estimated budget of \$16,500 for this project.

- The proposed budget should identify the cost of 1) an in-person focus group, 2) a virtual focus group, 3) an individual interview, and 4) a comprehensive report as described in Task 2. At minimum, one in-person focus group will be conducted. Kirkland will then exercise choice over which remaining methods will be used to reach the remaining participants.

### **Contract Requirements and Fees**

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. **Compliance with Law/City of Kirkland Business License**
  - Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
  - The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.
2. **Insurance**
  - Contractor's insurance should be consistent with the requirements found in the sample agreement shown as *Attachment A*.

## **Submission Criteria**

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request. Please note the following general requirements are mandatory in all proposals. Proposals submitted after the deadline date or lacking one or more of the following requirements will not be accepted. Proposals may not exceed 15 pages excluding covers.

Proposals must include the following:

1. Basic information, including:
  - Primary contact person name
  - Business name
2. Business information, including:
  - State of incorporation
  - UBI number
  - Business address
  - Phone number for primary contact person
  - Email for primary contact person
  - Primary person to contact and be signed by an official who is legally authorized to bind the organization
3. A description of qualifications, including:
  - Business experience
  - Project specific experience
  - Company information including time the company has been in business
  - Identified staff that will be working on the project, their role on the project, and their experience with similar projects
4. Implementation Plan including:
  - A complete description of method(s) to complete the scope of work that describes the firm's project management and service approach. The Implementation Plan should include a schedule and the team's capacity to deliver against the proposed scope, timeline, and budget.
  - A complete description of the method(s) to complete the outcomes and deliverables
  - Briefly describe your approach and understanding of:
    - Behavior Change Campaigns
    - Focus group facilitation and evaluation
    - Social marketing
  - Detailed information on the contractor's proposed budget should include:
    - A breakdown with specific costs and deliverables for major tasks provided in the Scope of Work. The City has budgeted \$16,500 for this contract.
    - The fee schedule should account for Washington State sales tax and any other applicable charges
5. Examples of relevant projects:
  - Provide examples of similar projects from clients for whom you have completed similar work.
6. References:
  - Please provide three (3) Client references.

## **Proposal Submittal Instructions**

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

1. **Proposals must be received no later than 4:00 PM on December 23, 2025 (Pacific Time).**
2. Emailed proposals should include, "Focus Group Facilitator for Social Marketing Campaign – Job #41-25-PW" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All proposals sent electronically must be in the form of a PDF document and cannot exceed 20MB.
4. Proposals are limited to fifteen (15) pages. The front cover, the back cover, and a maximum two-page cover letter may be in addition to the fifteen (15) page limit.
5. To be evaluated, a proposal must address all requirements and instructions contained within.
6. Provide all references and materials required by the RFP instructions within.

**Questions:** Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Purchasing staff, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Questions must be submitted before 5:00 PM on December 9, 2025.

## **Submittal Deadline**

The Department's schedule for review of the RFP submittals and final selection of the Contractor is as follows:

December 2, 2025	RFP posted
December 9, 2025	Deadline for questions: 5:00 p.m.
December 12, 2025	Responses to questions posted
December 23, 2025	Request for Proposal Submittals Deadline: 4:00 p.m.
January 2 – 9, 2026	Evaluation Period
January 12, 2026	Notification to highest scoring proposal
January 2026	Execute contract and Notice to Proceed
August 31, 2026	Project Work Completed

## **Selection Criteria**

The City will make a selection based on the evaluation of the written proposals and may follow up with questions during the evaluation process. Written proposals will be evaluated based on the following criteria:

Team experience and technical competence	30%
Record of past performance and project examples	20%
Work Plan and understanding of project scope	30%
Fees	20%
Total	100%

## **Selection Process**

A selection committee will review all proposals.

Prior to the commencement of work, the City and the selected consultant will meet to negotiate contract details. A notice to the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

## **Contract**

The Consultant and the City will execute a Professional Services Agreement for management of Focus Group Facilitator for Social Marketing Campaign including all requirements found in the sample agreement shown in *Attachment A*.

## **Terms and Conditions**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see attachment B). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting, or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the



selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

### **Cooperative Purchasing**

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

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in the "Public Records Act," chapter 42.56 RCW. Any proposals containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the company, or is any way contrary to the Public Records Act or this RFP, could be removed from consideration. The City will not accept the liability of determining what the company considers exempt from disclosure under the Public Records Act. Therefore, any information in the proposal that the company claims as exempt from disclosure under RCW 42.56.270 or other provision of the Public Records Act must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include citations to the specific statutory exemption(s) from disclosure upon which the company is making the claim, and the page any claimed exemption is found on must be identified. With the exception of lists of prospective companies, the City will not disclose RFP proposals in response to a public records request until a selection is made. At that time, all information about the competitive procurement will be available with the exception of any claimed exempt portion(s) of the proposal. In response to a public records request, the City will consider a company's request for exemption from disclosure. If the City disagrees with the claimed exemption or is unsure of its validity, the City will notify the company and will wait for a period of 14 calendar days before disclosing in order to give the company an adequate opportunity to seek a court order preventing disclosure.

### **DBE Participation**

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

### **Federal Debarment**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).



## ATTACHMENT A

### **PROFESSIONAL SERVICES AGREEMENT** **Focus Group Facilitator for Social Marketing Campaign**

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("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 \$\_\_\_\_\_, 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 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 Public Works Dept. 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 \_\_\_\_\_. For purposes of paying final invoices and finalizing services, this contract expires on \_\_\_\_\_.

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 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 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 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. 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:

CITY OF KIRKLAND:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
(Type City Staff Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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