



Kent Police Department  
Request for Applications (RFA)

**Walker and Roller Safety Program  
Community Grants - Request for Applications**

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City of Kent Police Department

220 Fourth Avenue South

Kent, WA 98032

Phone: 253-856-5856 Fax: 253-856-6800

Email application to: [shallstead@kentwa.gov](mailto:shallstead@kentwa.gov)

Email questions to: [trafficsafety@kingcounty.gov](mailto:trafficsafety@kingcounty.gov)

## **Request for Applications – 2025 Walker and Roller Grant – City of Kent**

### **Project Specifications and Scope of Work**

The King County Target Zero Coalition aims to increase active transportation safety among residents of King County. To that end, the City of Kent seeks to fund education and/or outreach projects from coalitions, non-profits, schools, businesses, bicycling clubs, walking clubs, and other organizations who wish to make progress toward this broad goal. Funds for this project are made available through the Walker and Roller Grant Safety Program from the Washington Traffic Safety Commission. The City of Kent is a passthrough agency working with the King County Target Zero Coalition to identify community-based walker and roller grant projects to enhance safety for vulnerable road users in King County.

### **Grant Requirements**

The City of Kent has received grant funds from the Washington Traffic Safety Commission Walker and Roller Grant Safety Program and plans to fund 3 community grants with a minimum amount of \$5,000 and a maximum amount of \$20,000 each. **Grants must fund education or outreach programs and projects.**

Priority populations and regions include:

- ***Underrepresented populations on bicycles or other active transportation devices*** – non-white, youth, females, low-income, people living unsheltered, people with disabilities, refugees, immigrants, members of the LGBTQ community.
- ***Underserved communities*** – low-income and/or People of Color living in South Seattle, South King County, areas of Unincorporated King County.

### **Eligibility Criteria**

The following organizations are eligible to receive grant funding:

- Federally registered 501c3 non-profit organizations
- Businesses
- Schools
- PTSAs
- Municipalities

## Legal Requirements

By submitting an application in response to this Request for Applications (“RFA”), Applicant(s) agree in advance that if it is a successful Applicant, it agrees to the terms provided for in the City’s Standard Agreement attached and incorporated as **Exhibit C** and will perform its services according to the terms and conditions outlined in that agreement. In no event is an Applicant to submit its own standard contract terms and conditions in response to this RFA. Applicants may submit exceptions as allowed in the Certifications and Assurances document attached and incorporated as **Exhibit B**. The City will review requested exceptions and accept or reject the same at its sole discretion. Be specific with any exception noted. The successful Applicant shall comply with and perform the services in accordance with all applicable federal, state, county and City laws including, without limitation, all City codes, ordinances, standards and policies, as now existing or hereafter adopted or amended.

This grant is a reimbursable grant award and Applicants receiving these funds must have funds available to purchase items needed for the proposed project. The City of Kent will reimburse the Applicant after project deliverables have been met. Grant Awardees must document all expenses and submit them for reimbursement.

## Submittal

Applications shall be submitted by email to [shallstead@kentwa.gov](mailto:shallstead@kentwa.gov) by 11:59 p.m. on February 14, 2025. Applications must be in PDF format. They must include “Walker and Roller Grant – RFA” in the subject line.

Submittals shall include the following to be considered complete:

1. City of Kent Walker and Roller Safety Program Community Grants Application; please limit responses to questions to the maximum allotted space 5 pages maximum.
2. Proposed budget (attached here as **Exhibit A**).
3. Signed Certifications and Assurances document, attached here as **Exhibit B**.

## Application Questions

Applicants should submit any questions regarding the RFA via email to [trafficsafety@kingcounty.gov](mailto:trafficsafety@kingcounty.gov). The cut off for all questions is February 7, 2025, at 5:00pm Pacific Time.

Applications must be complete and submitted by the deadline of February 14, 2025 in order to be considered. Applicants are cautioned that failure to comply may result in denial of the Application. Applications properly and timely submitted will be opened.

Applications will only be accepted from Applicants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Application for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Application on behalf of its sponsored agency and will be considered the Applicant. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

**If selected, next steps:**

1. A representative from the King County Target Zero Coalition will reach out to the awardee to begin the contracting process.
2. The applicant shall submit to the City of Kent with the signed agreement:
  - a. Insurance certificate and endorsement meeting the levels of coverage required in the attached insurance exhibit.
  - b. City of Kent W-9 (if not on file).
  - c. City of Kent Vendor Setup Form (if organization not set up as a vendor)

**Insurance Requirements:**

Upon being awarded funds, as part of the contracting process, agency must provide proof of insurance. Grantee shall obtain and maintain insurance of the types and policy limits described below:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.

Workers' Compensation coverage for the employees of the Grantee and subcontractors as required by the Industrial Insurance laws of the State of Washington and Stop-Gap Liability with a limit of \$1,000,000.

## Possible Ideas for Projects

- Engage a school community to encourage students to walk or ride their bikes to school (e.g., Safe Routes to School program).
- Sponsor a “walk or bike to school day” with education and resources for local school or district.
- Supply appropriate bicycles to riders with disabilities and create safe and comfortable places to ride.
- Public education campaign focused on how to stay safe if in a collision on the freeway.
- Coordination of community traffic gardens ([example](#)).
- Establish or support community-led bicycle safety coalitions or walking groups to create programs or projects that improve accessibility and ease of biking or walking in a community.
- Create a public awareness campaign to educate the general public, non-bicyclists, and/or policy makers on the health and safety benefits of roadway improvements, such as protected bike lanes, lighting, and traffic calming measures (speed bumps, roundabouts, reduced speed limits).
- Create public awareness around bicycle safety and walking safety through the use of personal stories in social media or other educational or outreach campaigns.
- Design and implement a social media/community campaign to encourage drivers to slow down, yield right of way, and/or pay heed when turning right on red.
- Lead a community bike audit by using the [AARP Bike Audit Toolkit](#).
- Lead a community walking audit by using the [AARP Walk Audit Tool Kit](#).
- Advocate for engineering and environmental changes to improve safety for walkers and rollers.
- Work within a neighborhood to close roads to vehicles to promote more bicycling and walking areas. [Example](#).
- Create a campaign to collect community input on safety needs for walking or rolling to work or school.
- Sponsor community-wide events to celebrate bike riding and helmet wearing while offering incentives and information.
- Train teens to become bike helmet fitters and helmet advocates among their peers.
- Create street murals to promote walking and rolling (bikes, scooters, etc.) in the community.
- Funding to create a Road Safety Audit in their community to advocate for engineering and environmental changes to improve safety for walkers and rollers.
- Purchasing walking school bus supplies – items that can be reused for educational programming – and training groups how to use them.
- Provide funding for jurisdictions’ High Visibility Enforcement (HVE).
- Create and print yard signs/banners/posters to give out to community members in order educate and promote safe walking and rolling.
- Fund crossing guard supplies and community education for safe crossing in school zones.
- Fund to the translation of educational materials into multiple language.

## General RFA Provisions

**Revisions to RFA through Addenda.** In the event it becomes necessary to revise any part of this RFA, addenda shall be created and distributed to all known potential Applicants providing an accurate e-mail address. City staff are prohibited from speaking with Applicants about the project during the solicitation. Please direct all questions to the identified RFA Coordinator.

**Costs to Propose.** The City is not liable for any cost incurred by an Applicant in responding to this RFA or during the RFA review process.

**Acceptance Period.** Applications must provide 60 days for acceptance by the City from the due date for receipt of applications.

**Rejection of Applications and Waiver of Informalities.** The City reserves the right at its sole discretion to reject any or all applications that the City receives without penalty, and to waive irregularities and informalities with respect to any application.

**Contract and General Terms and Conditions.** The apparent successful Applicant will be expected to enter into a contract that is substantially the same as the sample contract and its specific and general terms and conditions attached as **Exhibit C**. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. An Applicant may submit exceptions as allowed in the Certifications and Assurances section, **Exhibit B** to this solicitation. The City will review requested exceptions and accept or reject the same at its sole discretion.

**Original agreement between City of Kent and Washington Traffic Safety Commission is Exhibit D – attached separately from the RFA.**

**No Obligation to Contract.** This RFA does not obligate the City to contract for services specified herein. Participation in this RFA and /or submission of an application does not confer any legal right or entitlement to Applicants, nor create any obligation thereto on the part of the City.

**Insurance Coverage.** The selected Applicant(s) shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract in the types and amounts required by the City. At the time any contract is executed, the selected Applicant(s) shall furnish evidence of such coverage, in the form of a Certificate of Insurance and an additional insured endorsement.

**Equal Opportunity Employer.** The City is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.

**Compliance with Applicable Laws.** In addition to these nondiscrimination compliance requirements, the Applicant ultimately awarded a contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the services. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and

similar subjects; and social distancing, personal protective equipment, and sanitation requirements in response to the current COVID-19 pandemic.

**Public Records.** All submitted applications and evaluation materials become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the City and the selected Applicant.

**Temporary Waiver of Right to Submit Public Records Request.** By electing to participate in this RFA process, the Applicant agrees not to make a public records request for any documents or information submitted by any other Applicant who responds to this RFP, and to the extent allowed by law, waives its right to make such a request until contract execution is complete.

**Conditional Proposal Invalid.** A response from an Applicant that indicates that any of the information requested by the City in this RFA will be provided only if the Applicant is selected as the apparently successful Applicant is not acceptable, and, at the City's sole discretion, such response may disqualify the applicant from consideration.

## Evaluation Criteria

Applications will be reviewed and evaluated by the King County Target Zero Pedestrian Task Force.

Criteria	Maximum Points = 3
Target demographics/To whom is project or program targeted?	<p>0 = No regions or groups identified</p> <p>1 = Targeted group identified but not in priority region or population</p> <p>2 = Clear explanation of priority region or population</p> <p>3 = Excellent explanation of priority region or population; Project may include both a priority population within a priority region</p>
Please describe the goals of the project using the SMART goal formula: <ol style="list-style-type: none"> <li>1. Specific</li> <li>2. Measurable</li> <li>3. Achievable</li> <li>4. Relevant</li> <li>5. Time</li> </ol>	<p>0 = No goals identified or goals not understandable</p> <p>1 = Not enough detail; not all aspects explained</p> <p>2 = All aspects explained satisfactorily</p> <p>3 = All aspects explained in outstanding clarity; innovative project</p>
Please describe any ongoing or new partnerships used to meet project goals.	<p>0 = No partnerships identified</p> <p>1 = At least 1 partner involved / No explanation for how partners work together</p> <p>2 = At least 1 partner involved / Satisfactory explanation of how partnership will work</p> <p>3 = At least 1 partner involved / Excellent explanation of roles &amp; responsibilities of each partner</p>
Please delineate a tentative work plan, including a timeline of activities and budget	<p>0 = No plan</p> <p>1 = Vague; Does not include all parts – activities, timeline, and budget</p> <p>2 = Satisfactory explanation of activities, timeline, and budget</p> <p>3 = Thorough explanation of activities, timeline and budget</p>
Budget Evaluation	<p>0 = No budget submitted</p> <p>1 = Budget non-specific without explanations</p> <p>2 = Budget estimates are reasonable and attainable but not specific</p> <p>3 = Budget estimates are accurate, specific, logical and attainable</p>
Total Possible Points:	X/15 pts



### Application Schedule

The following represents a tentative schedule for the entire RFA process. Dates are subject to change.

<b>DATE</b>	<b>EVENT</b>
January 14, 2025	Request for Applications issued
February 14, 2025	Applications due no later than 6:00pm
February 14-28, 2025	Scoring date range (tentative)
February 28, 2025	Notice of Selection (tentative)
March 15, 2025	Agreement/Contract start date
August 31, 2025	Project completion deadline
September 30, 2025	Agreement/Contract end date

**City of Kent Walker and Roller Safety Program**

**Community Grants Application**

**Applicant Name:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

1. Please describe the region(s) and/or communities in King County you will be targeting with your project, including as much demographic information as possible. (Examples: Members of historically under-represented or underserved groups; residents living in South Seattle, South King County, or Unincorporated King County; drivers in Seattle or Bellevue; shared e-bike riders; teens or children; etc.)

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2. Please describe the goals of the project using the SMART goal formula – Specific, Measurable, Achievable, Relevant, and Timebound.

3. Please describe any ongoing or new partnerships used to meet project goals.

4. Please delineate a tentative work plan, including a timeline of activities.

5. How much grant funding are you requesting? (Funds requests from \$5,000 up to \$20,000 may be accepted). \_\_\_\_\_

Is this amount negotiable?

6. Please submit a detailed proposed budget for the project (you may use the budget template attached or create your own).

***I understand the terms and conditions of the RFA and agree to meet the requirements of the grant if an award is made. All information provided in this application is true and accurate to the best of my knowledge. Proposed program design and costs shall be valid until at least the end of the applicant's current fiscal year. I understand that the actual Agreement will be sent subsequent to award for my signature.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Exhibit A**  
**To the RFA for City of Kent Walker and Roller Safety Program**  
**PROPOSED BUDGET**

<i>ESTIMATED COSTS FOR PROJECT</i>			
<b>Item</b>	<b>Justification</b>	<b>Sub-total</b>	<b>TOTAL</b>
<b>TOTAL REQUESTED:</b>			
<b>Is this amount negotiable? Y/N</b>			

**Exhibit B**

**To the RFA for City of Kent Walker and Roller Safety Program**

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the application to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or costs data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. The attached application is a firm offer for a period of 60 days following the due date for receipt of applications, and it may be accepted by the City of Kent, Washington without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this application, I/we have not been assisted by any current or former employee of the City of Kent whose duties relate (or did relate) to this application or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the City of Kent will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of the City of Kent, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Applicant or to any competitor.
7. I/we agree that submission of the attached application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition.
9. I/we grant the City of Kent the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the services contemplated in this procurement.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**Exhibit C**

**Sample Consultant Services Agreement**

**CONSULTANT SERVICES AGREEMENT  
between the City of Kent and**

**[Insert Consultant's Company Name]**

THIS AGREEMENT is made between the City of Kent, a Washington municipal corporation (hereinafter the "City"), and [Insert Consultant's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Consultant's Address and Phone Number] (hereinafter the "Consultant").

**I. DESCRIPTION OF WORK.**

The Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

[Insert Detailed Description of Work Consultant will be Performing]

The Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Agreement. The Consultant shall complete the work described in Section I [Type either "within" or "by" depending on deadline in next form field] [Insert either a date specific or enter # of days, weeks, months, years, etc.].

**III. COMPENSATION.**

A. The City shall pay the Consultant, based on time and materials, an amount not to exceed [Insert maximum dollar amount to be paid for services. You may type out the dollar amount and place the numerical dollar amount in parentheses or you may just enter the numerical dollar amount, plus applicable Washington State sales tax,], for the services described in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this agreement. The Consultant agrees that the hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Agreement. The Consultant's billing rates shall be as delineated in Exhibit [Insert the Exhibit # that lists the rate to be charged].

B. The Consultant shall submit [Enter monthly or quarterly] payment invoices to the City for work performed, and a final bill upon completion of all services described in this Agreement. The City shall provide

payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

C. Card Payment Program. The Consultant may elect to participate in automated credit card payments provided for by the City and its financial institution. This Program is provided as an alternative to payment by check and is available for the convenience of the Consultant. If the Consultant voluntarily participates in this Program, the Consultant will be solely responsible for any fees imposed by financial institutions or credit card companies. The Consultant shall not charge those fees back to the City.

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

A. The Consultant has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

B. The Consultant maintains and pays for its own place of business from which the Consultant's services under this Agreement will be performed.

C. The Consultant has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained the Consultant's services, or the Consultant is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

D. The Consultant is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

E. The Consultant has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by the Consultant's business and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

F. The Consultant maintains a set of books dedicated to the expenses and earnings of its business.

**V. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**VI. FORCE MAJEURE.** Neither party shall be liable to the other for breach due to delay or failure in performance resulting from acts of God, acts of war or of the public enemy, riots, pandemic, fire, flood, or other natural disaster or acts of government ("force majeure event"). Performance that is prevented or delayed due to a force majeure event shall not result in liability to the delayed party. Both parties represent to the other that at the time of signing this Agreement, they are able to perform as required and their performance will not be prevented, hindered, or delayed by the current COVID-19 pandemic, any existing state or national declarations of emergency, or any current social distancing restrictions or personal protective equipment requirements that may be required under federal, state, or local law in response to the current pandemic.

If any future performance is prevented or delayed by a force majeure event, the party whose performance is prevented or delayed shall promptly notify the other party of the existence and nature of the force majeure event causing the prevention or delay in performance. Any excuse from liability shall be effective only to the extent and duration of the force majeure event causing the prevention or delay in performance and, provided that the party prevented or delayed has not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation.

Notwithstanding other provisions of this section, the Consultant shall not be entitled to, and the City shall not be liable for, the payment of any part of the contract price during a force majeure event, or any costs, losses, expenses, damages, or delay costs incurred by the Consultant due to a force majeure event. Performance that is more costly due to a force majeure event is not included within the scope of this Force Majeure provision.

If a force majeure event occurs, the City may direct the Consultant to restart any work or performance that may have ceased, to change the work, or to take other action to secure the work or the project site during the force majeure event. The cost to restart, change, or secure the work or project site arising from a direction by the City under this clause will be dealt with as a change order, except to the extent that the loss or damage has been caused or exacerbated by the failure of the Consultant to fulfill its obligations under this Agreement. Except as expressly contemplated by this section, all other costs will be borne by the Consultant.

**VII. DISCRIMINATION.** In the hiring of employees for the performance of work under this Agreement or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant shall execute the attached City of Kent Equal Employment Opportunity Policy Declaration, Comply with City Administrative Policy 1.2, and upon completion of the contract work, file the attached Compliance Statement.

**VIII. INDEMNIFICATION.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's duty to defend, indemnify, and hold the City harmless, and the Consultant's liability accruing from that obligation shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event the Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having

jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then the Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

**IX. INSURANCE.** The Consultant shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit [Insert Exhibit #] attached and incorporated by this reference.

**X. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement.

**XI. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. The Consultant shall make such data, documents, and files available to the City upon the City's request. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act. The City's use or reuse of any of the documents, data, and files created by the Consultant for this project by anyone other than the Consultant on any other project shall be without liability or legal exposure to the Consultant.

**XII. CITY'S RIGHT OF INSPECTION.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

**XIII. WORK PERFORMED AT CONSULTANT'S RISK.** The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XIV. MISCELLANEOUS PROVISIONS.**

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Kent City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference

or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section VIII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Public Records Act. The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Kent. As such, the Consultant agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

J. City Business License Required. Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current city of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

K. Counterparts and Signatures by Fax or Email. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. Further, upon executing this Agreement, either party may deliver the signature page to the other

by fax or email and that signature shall have the same force and effect as if the Agreement bearing the original signature was received in person.

**IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below. All acts consistent with the authority of this Agreement and prior to its effective date are ratified and affirmed, and the terms of the Agreement shall be deemed to have applied.**

<p><b>CONSULTANT:</b></p> <p>By: _____          _____          (signature)</p> <p>Print Name: _____          _____          Its: _____          _____          (title)</p> <p>DATE: _____          _____</p>	<p><b>CITY OF KENT:</b></p> <p>By: _____          _____          (signature)</p> <p>Print Name: Dana Ralph          Its: Mayor</p> <p>DATE: _____          _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>[Insert Contact Name]          [Insert Company Name]          [Insert Address]          [Address - Continued]</p> <p>[Insert Telephone Number] (telephone)          [Insert Fax Number] (facsimile)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF KENT:</b></p> <p>[Insert Name of City Rep. to Receive Notice]          City of Kent          220 Fourth Avenue South          Kent, WA 98032</p> <p>(253) [Insert Phone Number] (telephone)          (253) [Insert Fax Number] (facsimile)</p>
	<p><b>APPROVED AS TO FORM:</b></p> <p>_____          Kent Law Department</p>
	<p><b>ATTEST:</b></p> <p>_____          Kent City Clerk</p>

**DECLARATION**

**CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City’s equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City’s sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

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

For: \_\_\_\_\_

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

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

**CITY OF KENT**  
**ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

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SUBJECT: MINORITY AND WOMEN  
CONTRACTORS

SUPERSEDES: April 1, 1996  
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.



**CITY OF KENT**

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of \_\_\_\_\_ Company,  
hereby acknowledge and declare that the before-mentioned company was the prime contractor for the  
Agreement known as \_\_\_\_\_ that was entered into  
on the \_\_\_\_\_ (date) between the firm I represent and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined in the City of Kent  
Administrative Policy 1.2 and the Declaration City of Kent Equal Employment Opportunity Policy that was part of  
the before-mentioned Agreement.

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

For: \_\_\_\_\_

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

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