



**PROFESSIONAL SERVICES AGREEMENT
YAVNIKA KHANNA DBA IMPACTIKA CONSULTING
EMPLOYER BRANDING SERVICES**

City Attorney
Darcey Eilers
Rev: 09/25/24

PSA 6/30/2020

The City of Kirkland, Washington, a municipal corporation ("City") and **Yavnika Khanna dba Impactika Consulting**, whose address is 6409 NE 135th PL, Kirkland 98034 ("Consultant"), agree and contract as follows.

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

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed **\$50,945.20**, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services

completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

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

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

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

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Deputy City Manager of Operations for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is **December 31, 2025**, with final invoices submitted by January 31, 2026.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the

Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance 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.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

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

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. ASSIGNMENT AND SUBCONTRACT

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


XX. DEBARMENT


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

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

CONSULTANT: Impactika Consulting LLC

CITY OF KIRKLAND:

By: 
y k (Sep 26, 2024 09:20 PDT)
Yavnika Khanna, Founder & CEO

By: 
Julie Underwood (Sep 26, 2024 09:21 PDT)
Julie Underwood, Deputy City Manager

Date: Sep 26, 2024

Date: Sep 26, 2024



Building an Inclusive Employer Brand for City of Kirkland August 2024

Contents

1. SECTION 1: Background and Needs of the Community
2. SECTION 2: Suggested Approach
3. SECTION 3: Experience and Qualifications-
Impactika Consulting
4. SECTION 4: Price Quotation
 - A) Work Plan
 - B) Invoicing Plan



SECTION 1: Background and the Needs of the Community

Nestled on the eastern shore of Lake Washington, Kirkland, Washington, stands as the twelfth largest city in the state and the sixth largest in King County. This vibrant lakeside city, surrounded by suburbs and unincorporated areas of King County, boasts a population of approximately 92,000 individuals.

Kirkland's vibrant community is characterized by a median age of 38 years, a low poverty rate of 6.57%, and a median household income of \$136,000. Notably, nearly a quarter of Kirkland's residents were born outside the United States, contributing to the city's rich cultural tapestry. This diversity provides the basis for an inclusive city that fosters belongingness for its employees, residents, visitors and businesses.

Since its incorporation, Kirkland has grown significantly in geographic size, spanning approximately eighteen square miles, nearly twenty times its original size. This growth can be attributed primarily to the consolidation of the cities of Houghton and Kirkland in 1968, the annexation 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 community is served by a dedicated team of 756 full-time employees, with a biennial operating and capital budget of \$1 billion.

Kirkland is a great place to live, with top-quality educational facilities, world-class employers and parks accessible to all. Kirkland was recently ranked third on Money Magazine's list of the 50 Best Places to Live in the U.S. in 2022, solidifying its reputation as a desirable and thriving city.

Background

The City of Kirkland is seeking services to implement strategic public relations activities and marketing campaigns to increase visibility, awareness, as well as the numbers and diversity of candidates who can apply to work for the city. City of Kirkland is a forward-thinking organization supporting a beautiful and thriving community that cares about inclusion of non-white populations.

The required scope of services includes research, collaborating with the City departments to improve the current recruitment strategy, provide creative direction, create effective marketing campaigns that promote the city as an inclusive employer and furthers career opportunities with the City of Kirkland.

The activities outlined are assumed necessary to expand the quality of the applicant pool and provide a comprehensive digital marketing/branding strategy to enhance the Human Relations and Public Work Department's recruiting efforts.

Out of Scope: While the Police and Fire Departments have separate recruitment efforts, it is the intent of City staff to work with Impactika to coordinate and align these efforts.

For any questions regarding the proposal, please reach out to yavnika@impactikaconsulting.com



SECTION 2: Suggested Approach

1. Reach and Engage Diverse Prospects Beyond the Typical Audience

As a part of the proposed project, we will understand and identify the various personas that form the applicant pool for the City of Kirkland. We need to understand the "typical applicant", their needs, desires, motivations and behaviors. Based on the City's input, past research and documented experience, we may decide to segment specific audiences to dive deeper into their needs. We will identify specific groups you want to reach, such as women, people of color, people with disabilities, LGBTQ+ individuals, veterans, etc. We may arrive at other sub-groups that can be specifically engaged, for example, "*First-generation college goers*", "*recent transplants to the area*"; "*those looking for vocational advancement*", "*parents looking for family benefits*" etc."

This research phase will also involve 10-15 expert interviews with

1) Those who work with the city to understand their perspective about why they prefer City of Kirkland

- Newly hired city employees
- Community Leaders who work with specialized such as women, people of color, people with disabilities, LGBTQ+ individuals, veterans, etc.
- Long-time City workers and City leaders/workers who have a greater, communitywide impact than their current jobs
- Community Leaders from diverse/ black/ Asian/ indigenous/ Hispanic/ non-white communities

2) Those who can work with the city: Identify the opportunities and blockers?

- a. "Blue collar" workers looking to work within 20-mile radius of Kirkland
- b. Women & People of color: those interested, but haven't yet applied
- c. Trade school graduates
- d. Family-oriented individuals looking for excellent benefits, medical care
- e. Veterans
- f. LGBTQ+ individuals
- g. People with disabilities

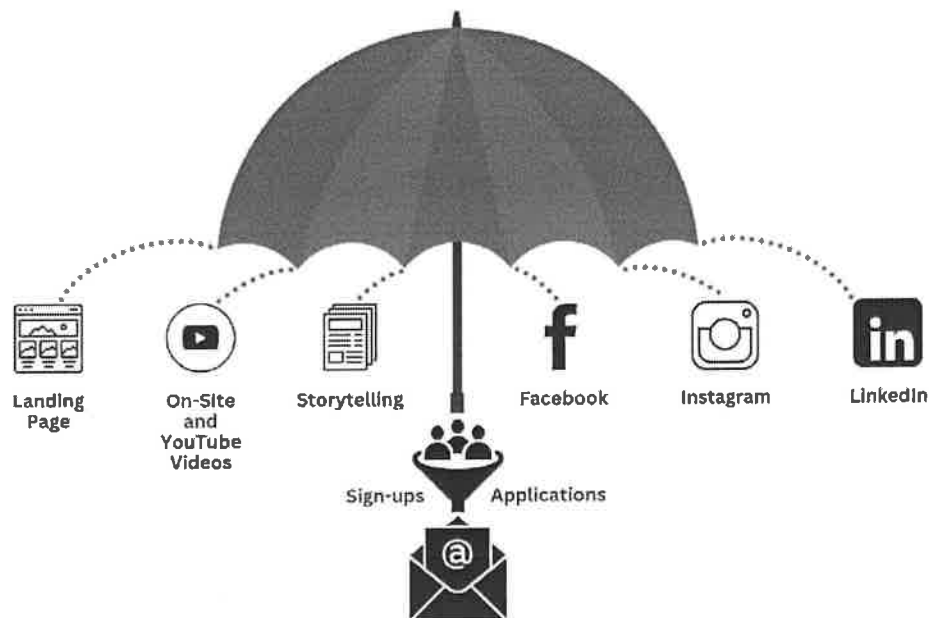
Based on our research and interviews, we will build relevant content, conduct in-depth conversations and then deliver valuable content on multiple channels and aim to widen the variety of target audiences through existing and new digital channels.

This effort will be the part where we engage and reach out to collage human stories that are the basis for promotion in the subsequent stages of the work.



2. Position City of Kirkland as an Inclusive, Preferred, Human-Centric Employer

We will develop a clear and strong inclusivity statement and an umbrella brand that outlines the city's commitment to diversity and equal opportunity. Once we identify the personas, we will focus on generating greater awareness and qualified leads through channels identified here:



Geographically, we plan to cover a 20-mile radius surrounding the city of Kirkland. We will look at widening the audience catchment area just outside of the city region including Seattle, Bellevue, Everett and Tacoma area.

3. Highlight Benefits, Human Connections & Community Wide Impact:

We will share stories from diverse employees who have thrived in the city's workforce.

We will create digital marketing content in a way that amplifies the impact on the key personas we have identified. The focus will be on sharing people-centric stories through digital mediums.

We will publicize inclusive hiring practices, anti-discrimination policies, and programs that support work-life balance.

For any questions regarding the proposal, please reach out to yavnika@impactikaconsulting.com



SECTION 4:

A. Suggested Work Plan and Invoicing

Work Items	Timelines of Completion (Assuming Contract is Signed in Sep 2024)
<ul style="list-style-type: none"> Onboarding Document our current understanding and defining target personas with the city input Gain Accesses to existing tools and processes Social Media Audit and Analysis Identify Stakeholders, Initial Interviews, Meetings and Draft Inclusivity Statement 	September – October 2024
<ul style="list-style-type: none"> Conduct stakeholder interviews Refine Inclusivity Statement and the Work at the City page Share concepts and blueprint for umbrella employer branding, logo and design guidelines 	October- November 2024
<ul style="list-style-type: none"> Brand Kick-off – internal and collect feedback Setup LinkedIn page for the city 	Target November 2024 (before thanksgiving), after election results
<ul style="list-style-type: none"> Launch the new logo, tagline, Inclusivity Statement and branding, updated Work at the City Page 	Target December 2024 (before Holidays) or Jan 2025
<ul style="list-style-type: none"> Professionally Shot Photos and Video (outdoor/ indoor) interviews- build success stories (Set of first 2 or 3) 	November 2024 –February 2025
<ul style="list-style-type: none"> Launch the social media content – 1st round 	December 2024 (after elections, before Holidays) or Jan 2025
<ul style="list-style-type: none"> Launch the Monthly Newsletter Design and Content (distribution will be through City) 	In line with launch in 2024/2025 continues till Sep 2025
<ul style="list-style-type: none"> Launch Facebook Ads (copy, design included, distributed through City’s existing process) 	In line with launch in 2024/2025 – Nov 25, continues till Sep 2025

For any questions regarding the proposal, please reach out to yavnika@impactikaconsulting.com



- Conduct Professionally Shot Photos and Video (outdoor/ indoor) interviews- build success stories (Set of 2/3) March 2024- June 2024
- Social media content (Linkedin/ facebook) – Round 2 March- Sep 2025

Invoicing: \$4165 per month, billed at the end of each month for 12 months. Any actuals on local travel etc. will be invoiced as per City of Kirkland policies. The reimbursable expense of \$965.20, the cost of increasing auto liability insurance to meet City requirements, will be included in this contract and billed on the first invoice.

B. Effort Estimation

Description	Estimated Frequency	Cost	Total estimated Cost
Redesign "Work with Us" Landing Page Design, Formulate Inclusivity Statement, Logo and Tagline	1	\$1,500	\$1,500
Professionally Shot- Short Form Videos (outdoor/ indoor)	5	\$2,000	\$10,000
Professionally Photo Shoots (outdoor/ indoor)- Set of 10 images per shoot	5	1,400	\$7,000
Facebook/ Instagram Content (copy, design) *	10	\$500	\$5,000
Custom Content Writing (Highlight Human stories, Monthly Newsletter, Posting on External Job Boards)	12	\$500	\$6,000
LinkedIn Page Setup and LinkedIn Management	10	\$500	\$5,000
Advisory, Reporting, Meetings, Research and Coordination	12	\$1,290	\$15,480
Reimbursable Expense - Increase to auto liability			\$965.20
		Total	\$50,945.20

*does not include budget run on Facebook ads

*includes content creation/ editing from existing or new images and video material provided by the City, free stock images, and professionally shot materials as included in the budget for up to 10 posts per month per channel.

For any questions regarding the proposal, please reach out to yavnika@impactikaconsulting.com