



City of Kirkland

Request for Proposal

Short Term Rental Software

Job #59-22-FA

Issue Date: December 13, 2022

Due Date: January 10, 2023 – 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:

Short Term Rental Software Job # 59-22-FA

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. on January 10, 2023 will not** be considered.

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

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, the 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 in this RFP 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 December 13, 2022

Jay Gewin
Purchasing Agent
425-587-3123
City of Kirkland

Published in the Daily Journal of Commerce on December 13th and 20th, 2022

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 93,570. 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 Council adopted an ordinance regulating short-term rentals in Kirkland in October 2017. The ordinance, O-4607, defines short-term rentals as a rental lasting for less than thirty days, as opposed to long-term rentals, which are defined as those lasting 30 days or more. The entire ordinance can be found as Attachment C.

The ordinance primarily applies to single family residences. Multifamily residences are generally governed by the rules of the individual complex.

The City of Kirkland requires business licenses for any commercial transaction, including all short-term and long-term rentals (including multifamily residences).

Current requirements to obtain a short-term rental business license for homes in Kirkland:

1. The property owner, or an authorized agent, must occupy the property as a primary residence at least 245 days per year to enter into short-term rentals there.
2. A property manager living within 15 miles of the residence must be identified for those days when neither the owner nor an authorized agent are occupying the property.
3. The property owner must have a business license from the State of Washington.
4. The property owner (or authorized agent) also must complete and submit a business license application for the City of Kirkland, and pay licensing fees.

5. As part of the application, a declaration must be filled out and signed. If the applicant is not the owner, it must still be signed by the owner, as owners retain specified responsibilities in all events.
6. Lodging taxes for short-term rentals must be paid to the State of Washington, and those payments are the responsibility of the property owner.

More information about short-term rentals in the City of Kirkland can be found on the City's [website](https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Customer-Accounts/Apply-for-a-Business-License/Short-Term-Rentals-in-Kirkland). (<https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Customer-Accounts/Apply-for-a-Business-License/Short-Term-Rentals-in-Kirkland>)

The City of Kirkland is interested in contracting with a software provider that can provide information on existing short-term rentals in the City to assist with the enforcement of the existing ordinance.

Performance Schedule

- The term of this Agreement shall be for one year after the contract is signed and will automatically renew annually unless either party notifies the other in writing at least 30 days in advance. The City will be able to terminate the contract at any time after the first year with 90 days written notice.
- The goal is for the new software to launch in the first quarter of 2023.

Scope of Work

Goals:

- Bring existing short-term rental (STR) units into compliance with zoning and business license codes
- Provide ongoing monitoring of short-term rentals

Scope of Service:

- Identify and report to the City the locations, names, and nature of short-term rentals (platforms used, times of year, etc.)
- Creation and maintenance of a database of all short-term rental units within the City:
 - Listing of all active STR listings
 - High resolution screenshots of all active listings
 - Full address and contact information for identifiable STRs in jurisdiction
 - All available listing and contact information for non-identifiable STRs in jurisdiction
- Compliance Monitoring
 - Provide regular reports of all new and removed listings on a monthly basis.
- Assist the City with court cases when necessary

Specifications/Requirements

- Create and maintain a database of short-term rental units

- Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating within the City.
- Create and maintain a comprehensive inventory of all short-term rentals in the City that includes, but is not limited to, the following information:
 - Listing URL
 - Number of occupants per listing
 - Number of bedrooms per listing
 - Number of beds per listing
 - Number of beds per bedroom
 - Number of listings for an address
 - Ability to sub-categorize by website
 - Whether a listing is for an entire unit/room(s)/or entire building
 - Actual lengths of stay per listing
 - Dates of occupancy or occupancy rates of listings
 - Listing host
 - Indication if listing is active
 - Time period(s) listing has been active, beginning with 1/1/2019
 - Listing termination dates
 - Vendor should maintain and update the database no less than weekly.
 - Database should be presented in a format which collates all listings and their characteristics by identified address as well as listing host
 - Database should be searchable and sortable by aggregated characteristics as well as rental address. Search and sort functions should be executable by City staff. Search and sort function results should be exportable to a customizable report in excel or csv format.
 - STR Database should include and archive screenshots of the STR listings as well as copies of the photographs appended to the STR listings. Screenshots and photographs should contain readily identifiable information such as date taken and URL or other such information that makes it readily identifiable. STR database should include the ability to mass export said screenshots and photographs with the identifiable information affixed.
 - STR Database should be sufficient for the City to use for outreach, monitoring, and code enforcement purposes.
 - STR Database should allow City staff to append additional information in separately created fields, separate from the aggregated characteristics.
 - STR Database should be able to import mass address reports detailing information such as properties eligible for different City programs and append said information to the STR Database.
 - Vendor should provide a factual and reliable basis for the data and/or images it obtains as well as its determinations of STR addresses. Vendor should be able to provide affidavits to attest to the accuracy of the data and or images provided and/or investigatory practice of determining STR addresses.
 - It would be beneficial if the software can interface or accept data files from the City's software platform for violation processing. The software should be

able to compare properties using street addresses as a common denominator.

- **Compliance Monitoring**
 - Monitor short term rentals regularly for compliance with City codes and ordinances
 - Prepare and submit monthly to the City a master list of short-term rental units known or suspected to be operating in violation of City regulation
 - Provide reports, analysis, documentation and access to online data as required
 - Participate in meetings or calls with City staff on a periodic basis

- **Assist the City with Court Cases**
 - Records custodian

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.

Proposals must include the following:

1. A description of qualifications, including:
 - Business experience
 - Project specific experience
 - Company information including time the company has been in business
 - Number of employees
 - Identified staff and their experience that will be working on the project
2. Implementation plan including:
 - A complete description of method to complete the proposed scope of work including implementation methodology.
 - Detailed information on the Contractor's proposed fee schedule for items and/or services proposed and any variation for non-routine services, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges.

3. Examples of relevant projects:
 - Provide information about similar projects or clients for whom you have completed projects or provided similar operations and services.
4. References:
 - Please provide three Business/Financial references.
 - Please provide three Client references.
 - References could include financial institutions, suppliers, insurance companies, clients, etc. Do not use the same references for both Client References and Business References.
5. A breakdown of pricing by the following elements of the project.
 - a. The pricing and implementation of the software solution. Pricing should be broken out as one-time implementation in Year 1 and ongoing maintenance/support from Year 2 onward.
 - b. The training of staff on the use of the solution
6. Provide recommended licensing/subscription for City of Kirkland.
7. For a hosted (SaaS) solution, provide current SOC 2 Compliance Report.

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 by no later than 4:00 p.m. on January 10, 2023.**
2. Emailed proposals should include, "Short Term Rental Software – Job # 59-22-FA " in the subject line and be addressed to purchasing@kirklandwa.gov
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB. **This is the preferred submission format.**
4. If paper proposals are being submitted, they must consist of one original and one copy. The City must receive any paper submittal before 4:00 PM on January 10, 2023, and any delivery received after the deadline will be rejected. These can be mailed or delivered to:
 - City of Kirkland
 - ATTN: Purchasing staff – Job #59-22-FA
 - 123 5th Avenue
 - Kirkland, WA 98033
5. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. 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 Tim Hanser, Financial Operations Manager, at

thanser@kirklandwa.gov . Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 5:00 PM on January 3, 2023.

Submittal Deadlines

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

December 13, 2022	RFP posted
January 3, 2023	Deadline for questions: 5:00 p.m.
January 5, 2023	Responses to questions posted
January 10, 2023	Request for Proposal Submittals Deadline: 4:00 p.m.
January 11-January 25, 2023	Evaluation Period – may include interviews
February, 2023	Contract Awarded

Selection Criteria

The City will make a selection based on the evaluation of the written proposals. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written proposals. Written proposals and interviews will be evaluated based on the following criteria:

Statement of understanding	10
Company background and prior experience	10
Experience and qualifications of assigned personnel and references	20
Software Functionality	30
Cost schedule	30
<i>Total</i>	<i>100</i>

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant. As part of the selection process, City may have the finalists submit responses to a questionnaire on technical, operational, and security issues.

Prior to the commencement of work, the City and the selected consultant will meet to settle 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 an Agreement for Short Term Rental Software including all of the requirements found in the sample agreement shown as Attachment A.

Information Technology Requirements:

The City's Information Technology department will conduct a security review prior to the contract being signed.

Supplier agrees to comply with all provisions of the current City of Kirkland security agreements (e.g., IT Cloud Vendor Security Agreement, IT Non-Disclosure Agreement and the IT Vendor/Consultant Network Access Agreement), published by the Department of Information Technology as are pertinent to Supplier's operation. These are shown in Attachment B.

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 A). 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 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

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).



PROFESSIONAL SERVICES AGREEMENT
Short Term Rental Software
PSA 6/30/2020

Attachment A

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("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 _ 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 \$_____, 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. 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 term of this agreement shall commence on the date this agreement is fully executed and shall continue for one (1) year after the date hereof. This agreement shall automatically renew for an additional year unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this agreement. The City may terminate the agreement after the first year with a ninety (90) day written notice.

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 has part of this contracted project.

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

accounting of all funds contributed by the City to the performance of this Agreement.

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Finance and Administration Department 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 _____.

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 Consultant 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder 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 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.
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by or on behalf of the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized Third Party to gain access to supplier systems and/or City Data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other Third Party Data.

Lawfully insurable fines and penalties resulting or allegedly resulting from a Data breach.

Event management services and first-party loss expenses for a Data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore Data or systems.

For purposes of this insurance subsection, the terms Third Party and Data are defined in Section XI.

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.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000,000 per claim, \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services

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. SAFEGUARDING OF PERSONAL INFORMATION

- A. **Definitions.** The following definitions shall have the assigned meaning for this section.

1. **"Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services provided under this Agreement as described in Attachment A, and includes City Data, End User Data, and Personal Information.
 2. **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.
 3. **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Consultant under this Agreement.
 4. **"Third Party"** means persons, corporations and entities other than Consultant, or any of their employees, contractors or agents.
- B. The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data security and electronic Data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants and agents agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express, prior written consent of the City or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors and agents. Consultant shall certify its destruction after ninety (90) calendar days and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. Consultant shall take necessary steps to mitigate any harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in immediate termination of the Agreement by the City and the demand for return of all Personal Information.

Consultant agrees that prior to the Effective Date of this Agreement, Consultant will, at its expense, conduct or have conducted within the last 12 months, the following, and thereafter, Consultant will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:

- A PCI, SOC 2 or other mutually agreed upon audit of Consultant's security policies, procedures and controls;
- A vulnerability scan, performed by a Third Party scanner, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A; and,
- A formal penetration test, performed by a process and qualified personnel, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement as described in Attachment A.

The same will be evidenced by providing the City a copy of the Successful Audit Letter and a Scope of Audit Document (outlining what is included in the audit). Audit Report will not include "private" information, defined as proprietary environment/infrastructure detail not specific to systems that process or transmit City Data.

Consultant to comply with PII (Personally Identifiable Information) or SPI (Sensitive Personal Information) by signing **Attachment B** 'IT Cloud Vendor Security Agreement' agreeing to follow security best practices.

XII. 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.

XIII. FUTURE SUPPORT

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

XIV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services

performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

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. 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.

XXIV. 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.

XXV. 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: _____

IT Cloud Vendor Security Agreement

This IT Cloud Vendor Security Agreement ("Security Agreement") is entered into by and between the City of Kirkland, ("City"), and _____ ("Vendor")

Scope: This policy applies to all Vendors who do any form of work ("Contract") with the City of Kirkland that includes possession, storage, processing, or transmission of Personally Identifiable Information (PII), Sensitive Personal Information (SPI) or Personal Health Information (PHI) for City of Kirkland employees, volunteers, contractors, and/or citizens in any location that is outside of the City of Kirkland Firewalls. This includes public and private cloud infrastructures and Vendor's own infrastructure on their premises. This is regardless of who the Vendor is and which department they are working for or with, and it applies to all locations where the Vendor stores information.

If this Contract covers only PII or SPI, then only this addendum must be signed.

If this Contract covers PHI, then this addendum must be signed, and a HIPAA Business Associates Agreement must also be signed and incorporated as an addendum to this document or as an addendum to the Contract.

This policy does NOT apply to CJIS data (criminal justice data). There is a separate federally mandated addendum that covers protection of CJIS data, which must also be signed if the Contract includes such information.

Provision: When possible, this policy should be an addendum to existing contracts with vendors. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its Contract with the city through such point in time that all data which was in the vendor's control is returned to the city and destroyed at the city's request, including but not limited to backups, test sites, and disaster recovery sites.

Definitions:

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI): Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Protected Health Information (PHI): any information about health status, provision of health care, or payment for health care that can be linked to a specific individual, which is more particularly defined under HIPAA (Title 45, CFR) and the Health Care Information Act (RCW Chapter 70.02).

Vendor: Includes owners and employees, volunteers, subsidiaries, and any subcontractors who might reasonably have access to this data.

Options:

Option 1: A vendor can verify that they have a high level of security certification that is satisfactory to the City of Kirkland. Examples include but may not be limited to SOC2 and FedRamp.

If this option is selected, print the mutually agreed upon certification level below and attach appropriate documentation.

Option 2: Vendors can agree to follow the following security best practices:

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the City.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security auditing on a regular basis that is no less common than once per year.
10. Vendors shall abide by the following policies for passwords:
 - a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.
 - f. Vendors should not use the same passwords for city and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
11. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network, within 24 hours of identifying the security incident.
12. In the event of a data breach, Vendor must have an internal policy to provide for timely forensic investigation of affected and related servers and must follow all state, local, and

federal requirements for notifying individual's whose PII or PHI has been or may have been breached.

- 13. Vendor's servers must be patched on a regular and timely basis with all security-related patches from application and infrastructure vendors.
- 14. Data must be kept in at least two different physical locations. One location can be in a compressed format (e.g. as a backup file).
- 15. Vendor must enable logging as follows:
 - a. Logs are enabled for common third-party applications
 - b. Logs are active by default
 - c. Logs are available for review by the City of Kirkland for up to one year
 - d. Logs are retained for up to one year

Any deviation from the above best practices must be described here and mutually agreed upon (Signatures on this policy will constitute mutual agreement).

Description of any area where vendor is requesting a waiver, an agreement to a different method, or any other change to this policy:

A breach of this Security Agreement also constitutes a breach of any agreement to which it is appended and the City may terminate either or both because of such breach as soon as it must to mitigate that breach or others that may then be apparently forthcoming. The City agrees to work with the Vendor to avoid such termination if reasonably possible but protection of the information held by the Vendor cannot be compromised in the process.

Description of data in the Vendor's care (attach additional sheets if necessary):

Is this an addendum to an existing or new contract (Y/N): ____

If yes, name and duration of contract: _____

City business person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

City IT person responsible for contract and vendor management:

Name	Title	Department
------	-------	------------

The following signature block must be completed. By signing this agreement, vendor warrants that they are responsible for the security of the PII, SPI, and/or PHI in their care.

VENDOR NAME.
_____ Signature
_____ Printed Name
_____ Title
_____ Date

City of Kirkland
_____ Signature
_____ Printed Name
_____ Title
_____ Date



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this ____ day of _____, 201____, by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and _____, a ___ <Corporation/partnership/limited liability company, etc.> ("the Vendor").

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information ("Confidential Information"¹) belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can <prepare a proposal or complete the project>, the sufficiency of such consideration being hereby acknowledged, the Vendor is willing to enter into this Non-Disclosure Agreement.

Now, therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, shall not disclose the Confidential Information to any person or entity, and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement who have agreed to be bound the terms of this Agreement or a similar agreement that is at least as protective of the Confidential Information as provided for herein.

¹ "Confidential Information" means the information the City has provided the Vendor by or at the direction of the City, or to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's wish to submit a proposal or complete this project.

4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.
5. Upon request by the City, Vendor shall immediately destroy or return any Confidential Information in its possession, including all copies thereof.
6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City, or that is in the public domain.
Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The Vendor, its officers, agents and employees, agrees to hold harmless, indemnify and defend at its own expense the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever arising out of the Vendor's intentional acts or negligent failure to perform any of its obligations under this Agreement.
8. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
9. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
10. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
11. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.

12. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.

13. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND

<Company Name>

By:_____

By:_____

Its:_____

Its:_____



[VENDOR/CONSULTANT] NETWORK ACCESS AGREEMENT

This Agreement ("Agreement") related to network access is made between the City of Kirkland, Washington, a municipal corporation ("City") and _____, ([Vendor"/"Consultant"]), whose address is _____, and shall be effective upon the date last signed below.

WHEREAS, the [Vendor/Consultant] requires access to the City's network to perform certain pre-approved network operations services through separate contract, which may include product installation, updates, configuration, and troubleshooting; and;

WHEREAS, the [Vendor/Consultant] will be provided a City network login account(s) for Authorized Employees² for pre-approved City work.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, and in support of those included within the separate contract between the City and the [Vendor/Consultant] providing for the provision of such pre-approved City work, attached hereto as Exhibit A, the parties agree as follows:

1. The [Vendor/Consultant] agrees that all Authorized Employees will abide by the City's Technology Resource Usage Policy, Attachment B to this Agreement and the City's Technology Security Policy, Attachment C to this Agreement.
2. The [Vendor/Consultant] agrees that if an account is assigned to a single or multiple Authorized Employee(s), all those with access to this account are held accountable under this Agreement.
3. The [Vendor/Consultant] agrees that all remote access will be monitored by the responsible City staff member for the duration of the [Vendor/Consultant] login session unless other City-approved arrangements have been made.
4. The [Vendor/Consultant] agrees that remote access into systems with City data is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g. VPN (using GlobalProtect), Microsoft Teams).
5. The [Vendor/Consultant] agrees that they should only expect to be provided levels of access as required and appropriate for the assigned tasks, as determined by City staff.
6. The [Vendor/Consultant] agrees that they must report all security incidents to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have user-id/password access to the City's network, within 2 hours of identifying the security incident.

² "Authorized Employees" means the [Vendor's/Consultant's] employees who need to access the City's network to perform work (including, but not limited to product installation, updates, configuration, troubleshooting, etc.) requested by the City

7. The [Vendor/Consultant] agrees that, depending on the City systems and/or data they are working with, formal background checks may be required. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services (CJIS) policies.
8. The [Vendor/Consultant] agrees that, except in the case of an approved security audit and with prior written permission from the City, the [Vendor/Consultant] must not test, or compromise City computer or communication system security measures by any means, including but not limited to unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts. Such measures may be unlawful as well as serious violations of City policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without prior approval from the City, the [Vendor/Consultant] is prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
9. The City agrees that they will provide an IT point of contact for the [Vendor/Consultant]. This point of contact will liaise with the [Vendor/Consultant] to help ensure they are in compliance with these policies and respond to other issues that may arise related to remote access.
10. The City agrees to provide the [Vendor/Consultant] with the required remote access to the City's network.

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

Signature

Signature

Name

Name

City of Kirkland

Organization

Date

Date

ORDINANCE O-4607

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO SHORT-TERM RENTALS.

1 WHEREAS, public comment has brought forward concerns about
2 the impacts of unregulated short-term detached dwelling unit rentals in
3 the city of Kirkland; and
4

5 WHEREAS, such concerns have included absentee owners,
6 excessive numbers of residents and vehicles, blocked neighboring
7 driveways, noise, litter, trespasses and the use of detached dwelling
8 units as event venues; and
9

10 WHEREAS, public comment has also demonstrated that
11 appropriately regulated short-term rentals of residential units, including
12 both detached dwelling units and attached or stacked dwelling units,
13 help make it possible for owners of such residential units to be able to
14 afford to live in Kirkland thereby helping preserve affordable housing
15 stock, while also bringing visitors, students, tourism and economic
16 development benefits to the city; and
17

18 WHEREAS, Chapter 7.02 of the Kirkland Municipal Code,
19 Business Licenses and Regulations, requires business licenses in
20 connection with all activities and pursuits located and/or engaged within
21 Kirkland with the object of gain, benefit or advantage to the person
22 engaging in the same; and
23

24 WHEREAS, Chapter 7.02 KMC therefore applies to both short-
25 term rentals and long-term rentals as provided for herein; and
26

27 WHEREAS, rental agreements in excess of one month, which are
28 considered long-term rentals for purposes of this ordinance, remain
29 freely permitted subject to the business license requirements of Chapter
30 7.02; and
31

32 WHEREAS, the City Council wishes to add additional provisions
33 to Chapter 7.02 specifically applicable to short-term rentals of detached
34 dwelling units to address the regulatory concerns described above; and
35

36 WHEREAS, the Council further wishes to provide for the
37 enforcement of the requirements of Chapter 7.02 through amendments
38 to Chapter 1.12 KMC, Code Enforcement; and
39

40 WHEREAS, the Kirkland Zoning Code regulates similar types of
41 activities, including bed and breakfast houses and home occupations,
42 neither of which are considered short-term rentals for purposes of this
43 ordinance.
44

45 NOW, THEREFORE, the City Council of the City of Kirkland do
46 ordain as follows:

47 Section 1. Kirkland Municipal Code Section 1.12.020 is amended
48 to read as follows:

49
50 **1.12.020 Definitions.**

51 As used in this chapter, unless a different meaning is plainly
52 required:

53 (a) "Abate" means to repair, replace, remove, destroy or
54 otherwise remedy a condition which constitutes a civil violation by such
55 means, in such a manner and to such an extent as the applicable
56 department director determines is necessary in the interest of the
57 general health, safety and welfare of the community.

58 (b) "Act" means doing or performing something.

59 (c) "Applicable department director" means the director of the
60 department or his or her designee.

61 (d) "Civil violation" means a violation for which a monetary penalty
62 may be imposed as specified in this chapter. Each day or portion of a
63 day during which a violation occurs or exists is a separate violation.
64 Traffic infractions issued pursuant to Title 12 are specifically excluded
65 from the application of this chapter.

66 (e) "Development" means the erection, alteration, enlargement,
67 demolition, maintenance or use of any structure or the alteration or use
68 of any land above, at or below ground or water level, and all acts
69 governed by a city regulation.

70 (f) "Emergency" means a situation which in the opinion of the
71 applicable department director requires immediate action to prevent or
72 eliminate an immediate threat to the health or safety of persons or
73 property.

74 (g) "Hearing examiner" means the Kirkland hearing examiner and
75 the office thereof established pursuant to Chapter 3.34.

76 (h) "Omission" means a failure to act.

77 (i) "Person" means any individual, firm, association, partnership,
78 corporation or any entity, public or private.

79 (j) "Person responsible for the violation" means any person who
80 is required by the applicable regulation to comply therewith, or who
81 commits any act or omission which is a civil violation or causes or
82 permits a civil violation to occur or remain upon property in the city, and
83 includes but is not limited to owner(s), lessor(s), tenant(s), or other
84 person(s) entitled to control, use and/or occupy property where a civil
85 violation occurs. For violations of the city sign regulations, this definition
86 includes, but is not limited to, sign installers/posters, sign owners, and
87 any other persons who cause or participate in the placement of a sign
88 in a manner that constitutes a civil violation. For violations of city tree
89 regulations, this definition includes any person who caused or
90 participated in the removal of a tree in a manner that constitutes a civil
91 violation.

92 (k) "Regulation" means and includes the following, as they now
93 exist or are hereafter amended:

94 (1) Title 23 (Kirkland Zoning Code);

95 (2) Title 21, Buildings and Construction (including codes adopted
96 by reference);

97 (3) Chapter 15.52 (Surface Water Management);

98 (4) Title 29 (Land Surface Modification);

99 (5) Chapter 19.04 (Obstructing Streets or Sidewalks);

- 100 (6) Chapter 11.76 (Junk Vehicles);
 101 (7) Chapter 11.24 (Nuisances);
 102 (8) The terms and conditions of any permit or approval issued by
 103 the city, or any concomitant agreement with the city;
 104 (9) Chapter 7.74 (Fair Housing Regulations);
 105 (10) Chapter 16.05 (Retail Carryout Bags, including definitions set
 106 forth in Chapter 16.04);
 107 (11) Chapter 16.08 (Garbage Disposal); and
 108 (12) Chapter 7.02 (Business Licenses and Regulations).

109 (l) "Repeat violation" means a violation of the same regulation in
 110 any location by the same person for which voluntary compliance
 111 previously has been sought within two years or a notice of civil violation
 112 has been issued within two years.

113 (m) "Violation" means an act or omission contrary to a city
 114 development regulation including an act or omission at the same or
 115 different location by the same person and including a condition resulting
 116 from such act or omission.

117
 118 Section 2. Kirkland Municipal Code Section 7.02.030 is amended
 119 to read as follows:

120
 121 **7.02.030 Definitions.**

122 Where used in this chapter, the following words and terms shall have
 123 the meanings as defined in this section, unless, from the context, a more
 124 limited or different meaning is clearly defined or apparent:

125 (a) "Business" includes all activities, occupations, pursuits, or
 126 professions located and/or engaged within the city, with the object of
 127 gain, benefit or advantage to the person engaging in the same, or to
 128 any other person or class, directly or indirectly, and includes nonprofit
 129 enterprises.

130 (b) "Business license" means that document issued by the city
 131 licensing the transaction of the indicated business by the person whose
 132 name appears thereon for the stated period.

133 (c) "Engaging in business" means commencing, conducting or
 134 continuing in any business within the city, whether or not an office or
 135 physical location for the business lies within the city. "Engaging in
 136 business" includes the performance of work or services by contractors,
 137 consultants, representatives, agents or other persons within the city,
 138 even though the office location of the contractor, consultant,
 139 representative, agent or other person is not within the city limits; the
 140 exercise of corporate or franchise powers, as well as the liquidation of
 141 a business when the liquidators hold themselves out to the public as
 142 conducting such business; acting as a solicitor or canvasser; short-term
 143 and long-term rentals; and furnishing temporary employees and/or
 144 workers to other businesses. By way of illustration only and without
 145 being all-inclusive, a business with an office or physical location outside
 146 the city limits which sells or leases personal property to buyers or
 147 lessees in the city; accepts or executes a contract to perform
 148 construction or installation services contracts in the city; solicits sales in
 149 the city; or renders services to others in the city; is engaged in business
 150 in this city, irrespective of whether or not such business maintains a
 151 permanent place of business in the city.

152 (d) "Finance and administration director" or "director" means the
153 city of Kirkland director of finance and administration or his/her
154 designee.

155 (e) "Gross receipts" shall have its ordinary meaning and also
156 means the value accruing from the business activity within the city or
157 conducted from the city including compensation for the rendition of
158 services (without any deduction for labor costs or the cost of materials
159 used), sale of personal property (without any deduction for the cost of
160 property sold), gains or dividends realized, rents, royalties,
161 contributions, fees and commissions, all without any deduction for any
162 expense, taxes, or losses.

163 (f) "Person" includes individual natural persons, any firm,
164 corporation, association, sole proprietor, club, partnership, trust,
165 receiver, administrator, executor, estate, company, independent
166 contractor, society, any officer, agent, personal representative, any
167 group of individuals acting as a unit, the United States or the state of
168 Washington or any instrumentality thereof, and includes the singular
169 and the plural.

170 (g) "City" means the city of Kirkland, Washington.

171 (h) "Year" means a calendar year, except where otherwise
172 specified or when permission is obtained from the director to use a
173 different fiscal year.

174 (i) "L&I" means the Washington State Department of Labor and
175 Industries.

176 (j) "Place of business" or "office" includes, but is not limited to,
177 the following: maintaining, occupying, or using a permanent building or
178 facility, premises or other fixed location as an office or location for
179 conducting business; residential units used for short-term or long-term
180 rentals or leases, or a location where the regular business of the person
181 is conducted and which is either owned by the person or over which the
182 person exercises legal dominion and control; or a location which
183 includes a business sign, mailing address, and permanent phone. A
184 vehicle such as a pickup, van, truck, boat or other motor vehicle will not
185 be considered a place of business for purposes of this chapter.

186 (k) "Casual or isolated sale" means a sale made by a person who
187 is not engaged in the business of selling the type of property involved.
188 Persons who hold themselves out to the public as making sales at retail
189 or wholesale are deemed to be engaged in business, and sales made by
190 them of the type of property which they hold themselves out as selling
191 are not casual or isolated sales even though such sales are not made
192 frequently.

193 (l) "Employee" means and includes each of the following persons
194 who are not required by the city to have his/her/its own separate city
195 of Kirkland business license:

196 (1) Any person who is on the business's payroll, and includes all
197 full-time, part-time, and temporary employees or workers; and

198 (2) Self-employed persons, sole proprietors, owners, managers,
199 and partners; and

200 (3) Any other person who performs work, services or labor at the
201 business, including an independent contractor who is not required to
202 have a separate city of Kirkland business license.

203 (m) "Contractor" means any person who, in the capacity of an
204 independent contractor, contracts with any business, property owner or
205 person to perform a particular job or jobs, whether the remuneration

206 received for performing the job or jobs is on a cost-plus basis, a flat sum
207 basis or a salary computed at so much per hour.

208 (n) "Subcontractor" means any person who in the capacity of an
209 independent contractor contracts with any contractor to perform a
210 particular trade or job, whether the remuneration received for
211 performing the job or jobs is on a cost-plus basis, a flat sum basis, or a
212 salary basis computed at so much per hour.

213 (o) "Residential unit" means either a detached dwelling unit or an
214 attached or stacked dwelling unit, as those terms are defined in the
215 city's zoning code.

216 (p) "Short-term rental" means the rental of a residential unit for
217 less than thirty days. A short-term rental is not a bed and breakfast
218 house or home occupation as defined in the zoning code for purposes
219 of this ordinance.

220 (q) "Long-term rental" means the rental or lease of a residential
221 unit for a period of thirty days or more. A long-term rental is not a bed
222 and breakfast house or home occupation as defined in the zoning code.

223

224 Section 3. Kirkland Municipal Code Section 7.02.050 is amended
225 to read as follows:

226

227 **7.02.050 Operating without a license.**

228 (a) Any person who engages in or carries on a business without
229 having obtained a business license when required to do so shall be guilty
230 of a violation of this chapter for each day during which the business is
231 so engaged in or carried on. Any person who fails or refuses to pay a
232 fee required under this chapter, or any part thereof, on or before the
233 due date, shall be deemed to be operating a business without having
234 obtained a license to do so. Except as otherwise specified, any person
235 violating this chapter shall be guilty of a misdemeanor crime and a civil
236 violation under Chapter 1.12.

237 (b) A business failing to obtain or maintain a currently valid license
238 and yet conducting business within the city is hereby declared to be a
239 public nuisance. Any remedy provided by this code with respect to a
240 public nuisance is in addition to other remedies provided under this
241 chapter.

242

243 Section 4. Kirkland Municipal Code Section 7.02.070 is amended
244 to read as follows:

245

246 **7.02.070 Presumptions.**

247 The following presumptions shall be made in interpreting and
248 applying this chapter, unless rebutted as provided in this chapter:

249 (a) It shall be presumed that an entity that has been issued a
250 Unified Business Identifier Number ("UBI") by the state of Washington
251 is a separate business that is required to have its own city of Kirkland
252 business license.

253 (b) It shall be presumed that an entity that has been issued a
254 state industrial insurance account number, a state self-insurer number,
255 or a state revenue tax reporting account number is a separate business
256 that is required to have its own city of Kirkland business license.

257 (c) It shall be presumed that average annual gross receipts of an
258 entity are at least twenty thousand dollars per each employee who

259 works for the entity in Kirkland except in the instances of short-term
 260 rentals and long-term rentals and leases of residential units.

261 (d) It shall be presumed that an owner, manager, and/or
 262 managing partner of a business that is more than sixty days late in
 263 paying any amount due under this chapter is willfully, knowingly and
 264 intentionally evading his or her legal duties under this chapter.

265
 266 Section 5. Kirkland Municipal Code Section 7.02.200 is amended
 267 to read as follows:

268
 269 **7.02.200 Debt owed to city.**

270 (a) Any amount due and unpaid under this chapter and any
 271 penalty thereon shall constitute a debt to the city and may be collected
 272 in the same manner as any other debt, including through code
 273 enforcement and court proceedings, and these remedies shall be in
 274 addition to all other existing remedies. Interest shall accrue on amounts
 275 owed to the city under this chapter at the same rate as provided for
 276 superior court judgments.

277 (b) Issuance of a business license does not forgive amounts owed
 278 to the city or penalties thereon.

279
 280 Section 6. Kirkland Municipal Code Section 7.02.260 is amended
 281 to read as follows:

282
 283 **7.02.260 Suspension or revocation of license—Criteria.**

284 The director may suspend or revoke a business license or permit
 285 when the licensee, officer or partner thereof, or another person with a
 286 legal interest in the license:

287 (1) Knowingly causes, aids, abets, or conspires with another to
 288 cause any person to violate any of the laws of this state or the city which
 289 may affect or relate to the licensed business;

290 (2) Has obtained a license or permit by fraud, misrepresentation,
 291 concealment, or through inadvertence or mistake;

292 (3) Is convicted of, forfeits bond upon, or pleads guilty to any
 293 offenses related to the operation of the licensed business;

294 (4) Makes a misrepresentation or fails to disclose a material fact
 295 to the city related to any of the obligations set forth in this chapter;

296 (5) Violates any building, life or public safety, fire or health
 297 regulation on the premises in which the business is located after
 298 receiving warning from the city to refrain from such violations;

299 (6) Is in violation of a zoning or building code or other material
 300 regulation of the city, including the responsibility to exercise best efforts
 301 to help ensure conflicts between short-term renters and neighbors are
 302 avoided as set forth in Section 7.02.300(3); or

303 (7) Is indebted or obligated to the city for past due fees or taxes,
 304 excluding special assessments such as LID assessments.

305
 306 Section 7. A new Kirkland Municipal Code Section 7.02.300 is
 307 amended to read as follows:

308
 309 **7.02.300 Short-term Rentals—Special Provisions.**

310 The following special provisions are applicable to short-term rentals
 311 of detached dwelling units:

312 (1) Short-term rentals are freely permitted as they relate to
313 frequency and total number of days per year when an owner or
314 authorized agent of an owner continuously occupies a portion of a short-
315 term rental as his or her primary residence.

316 (2) Short-term rentals not exceeding a total of 120 days per year
317 are permitted when (a) an owner or an authorized agent of the owner
318 occupies all or a portion of the short-term rental as his or her primary
319 residence for a total of at least 245 days per year and (b) a property
320 manager identified to both the city and all short-term renters is
321 continuously available and located within 15 miles of the short-term
322 rental whenever the owner or an authorized agent of the owner is not
323 occupying all or a portion of the short-term rental as his or her primary
324 residence.

325 (3) Short-term rental agreements shall include provisions
326 encouraging renters to exercise best efforts to avoid conflicts with
327 neighbors related to issues such as noise, littering, parking and trespass,
328 and the owner and authorized agent of the owner of a short-term
329 residential unit shall be jointly responsible to the city for exercising best
330 efforts to help ensure such conflicts are avoided as a condition of
331 maintaining a business license under this chapter.

332 (4) There may be no more than two short-term rental agreements
333 in effect at a single detached dwelling unit at any one time.

334 (5) The owners and authorized agents of owners of detached
335 dwelling units that are the subject of short-term rental agreements are
336 jointly responsible for ensuring compliance with all applicable city zoning
337 code requirements, including those related to the number of unrelated
338 people occupying the unit.

339 (6) The owners and authorized agents of owners of detached
340 dwelling units that are the subject of short-term rental agreements are
341 jointly responsible for ensuring compliance with the parking provisions
342 applicable to bed and breakfast houses set forth in the zoning code.

343 (7) The director of finance and administration may impose such
344 additional requirements as may be necessary, consistent with the police
345 power authority of the city, to protect the public health, safety and
346 welfare in the issuance of business licenses related to short-term
347 rentals.

348
349 Section 8. A new Kirkland Municipal Code Section 7.02.310 is
350 amended to read as follows:

351
352 **7.02.310 Payment of Lodging Excise Tax on Short-term**
353 **Rentals.**

354 It shall be the responsibility of the person owning a residential unit
355 used for a short-term rental to ensure the lodging excise tax provided
356 for by Chapter 5.19 is timely paid.

357
358 Section 9. The provisions of this ordinance shall apply to all
359 short-term rentals existing on or after the effective date hereof except
360 to the extent necessary to avoid the impairment of existing short-term
361 rental agreements as they may relate to rental dates and durations
362 existing as of the effective date hereof.
363

364 Section 10. City staff shall provide an update to the City Council
365 on the performance of the short-term rental regulations, along with any
366 recommendations for improvements, no later than July 15, 2018.

367
368 Section 11. If any provision of this ordinance or its application
369 to any person or circumstance is held invalid, the remainder of the
370 ordinance or the application of the provision to other persons or
371 circumstances is not affected.

372
373 Section 12. This ordinance shall be in force and effect five days
374 from and after its passage by the Kirkland City Council and publication
375 pursuant to Section 1.08.017, Kirkland Municipal Code in the summary
376 form attached to the original of this ordinance and by this reference
377 approved by the City Council.

378 Passed by majority vote of the Kirkland City Council in open
379 meeting this 17th day of October, 2017.

380
381 Signed in authentication thereof this 17th day of October, 2017.



Amy Walen, Mayor

Attest:



Kathi Anderson, City Clerk

Approved as to Form:



Kevin Raymond, City Attorney