



**Seattle**  
Human Services

## **Electronic Contract/Amendment Processing for HSD Service Agreements**

Attached is an electronic copy of the contract between your agency and the City of Seattle Human Services Department (HSD) for your review and electronic signature and date.

To download a copy of the contract to save or print, click on "Printable Version" to access the .PDF copy of the contract. Once you have applied your electronic signature and date, DocuSign will notify HSD that the contract has been signed.

Should you have any questions, please contact **Chris Klaeyesen**, at [Chris.Klaeyesen@seattle.gov](mailto:Chris.Klaeyesen@seattle.gov) or 206-939-0188.

Enclosures



700 5<sup>th</sup> Avenue, Suite 5800  
PO Box 34215  
Seattle, Washington 98124-4215  
(206) 386-1001

## CONSULTANT SERVICES AGREEMENT

PROJECT NAME: Systems Design Consulting

FUND SOURCE(S): Seattle General Fund

THIS AGREEMENT is made and entered into by and between The City of Seattle ("City"), a Washington municipal corporation, through its Human Services Department, as represented by the Director; and **Gray Sky Policy LLC**, , 98122, ("Consultant"), a limited liability company of the State of Washington and authorized to do business in the State of Washington.

### Section 100. Term of Agreement

The term of this Agreement is from **June 20, 2023** through **December 31, 2023** unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

### Section 110. Scope of Work

The Consultant shall perform the following **Scope of Services** within the specified timeline.

The Consultant will develop a comprehensive policy framework for the integration of public health and homelessness, to include:

- Recommendations that fully leveraging federal funding streams to maximize the region's resources available to address homelessness. This may include:
  - o Supplantation rule in the WA 1115 waiver;
  - o Billable unit of service rules;
  - o Benefits enrollment & integrated eligibility; and
  - o Benefits cliffs
- Operational recommendations specific to Seattle and in support of our regional approach to addressing homelessness across King County.

This framework should be informed by a landscape assessment of local and national efforts to integrate health and homelessness funding and operational efforts, including

barriers and successes to healthcare integration within key initiatives undertaken to date. This body of work will require understanding of local city/county, state, and federal initiatives and key bodies of work. While the contract is held by the City, the framework is a joint deliverable for the City of Seattle and King County.

The consultant may engage with a limited number of key stakeholders who are also involved with the integration of healthcare & homelessness policy and fiscal resources through other initiatives and efforts. Prior to beginning stakeholder engagement, the Consultant will share details about stakeholder engagement with Lindsey Garrity with the Seattle Mayor's Office contact to review and reach shared agreement.

The Consultant has their own equipment needed to complete this project and will work off-site. Fixed, ongoing costs are not reimbursable.

<b>Tasks/Deliverables</b>	<b>Completion Timeline</b>	<b>Estimated Hours</b>
<b>Phase I: Landscape Analysis</b>		<b>100</b>
Preliminary research and scoping discussions with Mayor's Office and other leadership	June 30 <sup>th</sup> , 2023	20
Delivery of a project timeline for policy framework	July 15 <sup>th</sup> 2023	10
<b>Medicaid Research</b> <ul style="list-style-type: none"> <li>• Comprehensive review of the federal and state level regulations</li> <li>• Review of the 1115 waiver that authorizes spending on housing supports.</li> <li>• Review of the units of billable service or other issues that may prevent provider billing</li> <li>• Review of systems used for billing and any possibility for optimization</li> </ul>	August 31 <sup>st</sup> , 2023	30
<b>Labor, Public Health, and Violence Prevention Research</b> <ul style="list-style-type: none"> <li>• Review of integration of federally or state funded employment supports</li> <li>• Review of integration of public health supports, particularly healthcare for the homeless</li> <li>• Review of violence prevention funding that might be integrated, with specific focus on the overlap between gang violence and encampments</li> </ul>	August 31 <sup>st</sup> , 2023	30
Check-in Meetings	June through August 2023	10

<b>Phase II: Framework Development</b>		<b>60</b>
Stakeholder list generation	September 8 <sup>th</sup> , 2023	5
Stakeholder interviews	September 2023	15
Interview write-ups	September 30 <sup>th</sup> , 2023	40
<b>Phase III: Final Products</b>		<b>80</b>
Final Report with Policy	November 30 <sup>th</sup> , 2023	60
Stakeholder Engagement Recommendations	November through December 2023	20
<b>TOTAL</b>		240 hours

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

### **Section 120. Expansion of New Work**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original Request for Proposal (RFP) as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for a reasonable purpose; (c) the New Work was not reasonably known by either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary from the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Amendment. New Work performed before an authorizing Amendment may not be eligible for payment.

### **Section 130. Payment and Payment Procedures**

A. The City shall reimburse the Consultant for satisfactorily performing the services identified in this Agreement at \$250 per hour as detailed in the budget below, in an amount not to exceed **Sixty Thousand Dollars** (\$60,000) unless modified by a written amendment to this Agreement. The parties agree that the rate(s) below

includes all direct, indirect, and fixed fees for the project. Payment is subject to the continuing appropriation authority of the Seattle City Council. Consultant agrees that there is no guarantee of a minimum amount of work or payment under this Contract.

Cost Code	Item	# of Hours	\$ per hour	Budget
<b>3100</b>	<b>Expert &amp; Consultant Services</b>			
	Phase I: Landscape Research and Analysis	100	\$250	\$25,000
	Phase II: Framework Development	60	\$250	\$15,000
	Phase III: Final Products	80	\$250	\$20,000
	<b>Total</b>	240	\$250	\$60,000

B. To request reimbursement, the Consultant shall submit the attached Contractor's Invoice Form (Attachment #1) and Narrative Report (Attachment #2) by the **tenth** working day of the month for the previous calendar month, except for the last invoice of each calendar year which is due on the fourth business day of January the following year.

Before payment related to this Agreement can be released, the Consultant must submit a Contract Payment Information Form (Attachment #4) for the contract.

C. One signed electronic invoice and all reporting documents should be submitted electronically to Chris Klaeyesen, Leadership & Administration Division at [Chris.Klaeyesen@seattle.gov](mailto:Chris.Klaeyesen@seattle.gov) with a cc to [HSD\\_AP@seattle.gov](mailto:HSD_AP@seattle.gov).

D. The Consultant shall submit to the Program Specialist properly executed invoices itemizing the number of hours worked and itemizing the Work elements performed for the period covered by the invoice and accompanying performance reports signed by an officer on behalf of the Consultant as authorized on the Contract Payment Information Form (Attachment 4). Invoices and work statements shall bear the Consultant's name and address and the contract number. The City will initiate authorization(s) for payment to the Consultant after receipt and approval of such correct invoices and work statements.

E. Prompt Pay:  
Definitions

- a. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this Agreement. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- b. A payment is considered made on the day it is mailed or is available.

- c. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Consultant

- a. Timely Payment: Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
- b. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- c. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subconsultants

- a. Cut-Off Date: Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date by which subconsultants must submit an invoice in order to assure 30-day payment.
- b. Disputed Items: The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.
- c. Flow-Down Clauses: The Consultant shall require this provision in each subcontract of any tier.

F. Reserved.

**Section 140. Performance Standards**

The Consultant shall carry out this Agreement in accordance with the following performance standards:

- A. The Leadership & Administration Division Program Specialist, Chris Klaeyesen, or their successor, shall be the primary HSD contact and Seattle Mayor’s Office Senior Operations Manager, Lindsey Garrity, or their successor, shall be the primary Mayor’s Office contact with whom the Consultant will communicate regarding progress, performance, and achievement of the contract milestones and performance commitments.

- B. Marc Dones, the Consultant's lead contact, will be responsible for communicating with Lindsey Garrity regarding project progress and performance.
- C. The Consultant shall notify Chris Klaeyen and Lindsey Garrity of all staff changes affecting the project funded through this contract within seven (7) days of the resignation, firing, or any other change. A plan for replacing the staff person including a timeline will be submitted to the City within fourteen (14) days of the resignation, firing, or any other change. This will include the names of the staff involved in and/or impacted by staff changes.

**Section 150. Additional Reporting Requirements**

The Consultant will provide monthly progress reports on the development of the policy framework. Updates will be scheduled mid-month, starting mid-July through the end of the year or completion of the contract, whichever occurs first.

**Section 160. Taxes, Fees and Licenses**

- A. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish the Consultant with an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due to the City.

**Section 170. Equal Benefits**

The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Consultant provides to spouses of employees. At the City's request, the Consultant shall provide information and verification of the Consultant's compliance. Any violation of this Section is a material breach, for which the City may exercise enforcement actions or remedies as defined in SMC Chapter 20.45.

**Section 180. Social Equity Requirements**

- A. Non-discrimination: Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex,

marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

- B. WMBE Inclusion: Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory.

Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

- C. Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-4500.
- D. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. Personnel Conduct: Consultant will ensure that its respective employees, agents, and subconsultants conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant's employees, agents, and subconsultants will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.



### **Section 190. Protection of Property**

The consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder. Consultant releases and agrees to hold the City harmless from liability for losses or damages of any kind sustained by Consultant in performing the services required hereunder.

### **Section 200. Community Outreach to Ethnic and Linguistically Diverse Audiences**

When a community outreach component is required, the consultant will be expected to identify ethnic and linguistically diverse audiences and appropriate ethnic media outlets for reaching those audiences and engaging them in critical decision-making processes. Additionally, in collaboration with cultural members of these audiences, the consultant will set goals with measurable outcomes and anticipate needs for translation and/or interpretation of information. The intended audiences will have access to information either through one or more of the following: materials directly mailed to their homes, web-based information, and web links or from the consultant participating in community events. Through these processes, the consultant will provide outreach materials to individuals and families that will increase their understanding and knowledge of available resources, opportunities for participation, and how to access additional information where informed decisions can be made.

### **Section 210. Indemnification**

Consultant shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- a. the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants;
- b. the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants;
- c. the negligent performance or non-performance of the contract by the Consultant; or
- d. the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents, or employees.

### **Section 220. Insurance**

The Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers' compensation insurance shall also be maintained if required by Washington state law.

### **Section 230. Audit**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in funding the Work, to inspect and audit all pertinent books and records. This includes the work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the City or Agency, including up to six (6) years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington, or other such reasonable locations that the City or Agency selects. The Consultant shall supply or permit the City and/or Agency to copy books and records. The Consultant shall ensure that such inspection, audit, and copying rights of the City and Agency is a condition of any subcontract, agreement, or other arrangements under which any other persons or entity may perform work under this Agreement.

### **Section 240. Independent Consultant**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant. The Consultant shall notify the City Program Specialist if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

### **Section 250. Key Persons**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be

unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

**Section 260. Assignment and Subcontracting**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements applicable to the subcontracted work. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

**Section 270. Debarment**

Federal Debarment:

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for the performance of City Work are in good standing and are not debarred, suspended, or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification of subconsultant debarment status within the Consultant records.

City of Seattle Debarment:

Under SMC Chapter 20.70, the Director of City Purchasing and Contracting Services (CPCS), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Consultant from contracting or subcontracting with the City for up to five years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, or equal benefits, or other states, local, or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to the quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;

- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

The CPCS Director or designee may issue an Order of Debarment under SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

**Section 280. City Ethics Code (SMC 4.16.010 TO .105)**

- A. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer, or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
- E. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please contact Polly Grow at [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov) for more information about the measure, or call the Ethics Director with questions at 206-615-1248.

**Section 290. No Conflict of Interest**

The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in

the consultant selection, negotiation, drafting, signing, administration, or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in the negotiation, drafting, signing, administration, or performance of the Agreement. The term close family relationship refers to spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece, or nephew residing in the household of a City officer or employee described above.

### **Section 300. Errors and Omissions, Corrections**

The consultant is responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise any errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding any acts or omissions resulting from this Agreement survives Agreement termination or expiration.

### **Section 310. Intellectual Property Rights**

- A. Copyrights: The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use, copy, and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights, and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant

that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

### **Section 320. Proprietary and Confidential Information**

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work products, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If the Contractor fails to obtain a Court order and serve the City within ten days, the City may release the documents.

The City will not assert an exemption from disclosure on the Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. The contractor acknowledges that the City will have no obligation or liability to the Contractor if the records are disclosed.

### **Section 330. Disputes**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Program Specialist. If necessary, it shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct

such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

#### **Section 340. Termination**

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to, an act of nature, war, or warlike operation, civil commotion, riot, labor dispute including strike, walkout, or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: If termination occurs and is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

#### **Section 350. Consultant Performance Evaluation**

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The City's Performance Evaluation for Consultant Services form is attached to this contract (Attachment #3) or it can be viewed at <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/ccPerfEval.docx>.

### **Section 360. Notification Requirements for Federal Immigration Enforcement Activities**

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement and Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding this City contract, the Consultant shall notify the Agency's respective program specialist.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as "private" or "employee only"); or
- b. requests for data or information (written or oral) about City employees, residents, or workers, including any workers, engaged in the work of this contract and recipients of services under this contract.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE, DHS, HSI, ERO, CBP, and/or USCIS authority to wait until the Agency's respective program specialist is able to verify the credentials and authority of the federal agent and direct the Consultant on how to proceed.

### **Section 370. COVID-19 Provisions**

As used in this Agreement, the following terms have the following meanings:

"COVID-19" means the disease caused by the novel coronavirus.

"COVID-19 Impacts" means: (i) a governmental or public health order or regulation relating to COVID-19 that was not in effect or contemplated as of the effective date of this Agreement; or (ii) a circumstance, impact or condition resulting from COVID-19 that is beyond the Agency's control and was not reasonably foreseeable as of the effective date of this Agreement.

The Consultant shall perform the services and work of this Agreement in compliance with all applicable public health recommendations and governmental orders and regulations related to COVID-19. The Consultant represents that before entering into this Agreement, the Consultant planned for and took into consideration governmental and public health requirements related to COVID-19. However, the City and the Consultant acknowledge that the COVID-19 pandemic is an evolving situation and that future conditions, governmental orders or regulations may change or impact the Consultant's services. As a result, Consultant shall not be deemed in default under this Agreement if Consultant's performance is rendered impossible due to COVID-19 Impacts. Additionally, the City shall not be obligated to pay for any services that are not provided by the Consultant as a result of COVID-19 Impacts, nor shall the City be required to increase the



payment or compensation to Consultant under this Agreement because of COVID-19 Impacts.

The Consultant shall notify the City in writing if the Consultant's ability to perform under this Agreement is adversely impacted or prevented by COVID-19 Impacts. Upon receipt of such notice, the City may, in its discretion, do any of the following: (i) terminate this Agreement for convenience; (ii) suspend the services during the time when Consultant's performance is not possible and reinstate the services when the Consultant is once again able to perform (but in any event, the suspension shall not exceed the term of this Agreement) or (iii) enter into a mutually agreed-upon amendment to the Agreement to adjust the services or performance obligation.

### **Section 380. Miscellaneous Provisions**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of such background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing online at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.
- C. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants, and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- D. Federal, State, and Local Compliance: The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter, and ordinances of the City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers, including but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. Violations of Law: Any violation of the requirements in *Section 380-D* shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of *Section 380-D*, Consultant may also be subject to debarment from City contracting activities in accordance with *Section 270*.
- F. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.

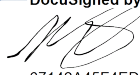
- G. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- H. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- I. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- J. Waiver: No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the City in writing.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultant's Proposal, and Consultant's WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

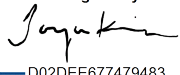
IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part, the parties have

executed this Agreement by having their legally-binding representatives affix their signatures below.

**CONSULTANT**

**THE CITY OF SEATTLE**

DocuSigned by:  
  
07142A45F4ED4D4  
By or on behalf of

DocuSigned by:  
  
D02DEE677479483  
By or on behalf of

**Marc Dones**

Name (*Typed*)

**President**

Title

7/14/2023 | 10:43 AM PDT

Date

Address

City, State, Zip Code

Phone Number (*Include Area Code*)

[marc@grayskypolicy.com](mailto:marc@grayskypolicy.com)

E-Mail Address

0008695500785856

City of Seattle Business License Number  
**(Required)**

6052544890010001

Washington State Unified Business Identifier Number  
(UBI)  
**(Required)**

**Tanya Kim**

Name (*Typed*)

**Director,  
Human Services Department**

Title

7/14/2023 | 10:27 AM PDT

Date