The City of Seattle
Law Department

CONSULTANT AGREEMENT
FOR

Management Services

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Law Department, as represented by the Seattle City Attorney; and The Goodenough Company, Inc. 200 W. Mercer St. #510, Seattle, WA 98119 ("Consultant"), a corporation of the State of Washington and authorized to do business in the State of Washington.

1. SCOPE AND TERM OF AGREEMENT

Scope of Services
The Scope of Work of this Agreement and the time scheduled for completion of such work are as follows: Conduct one-on-one consultation with Law Department managers, provide real time feedback to management, and help develop actions items.

Term of Agreement
The term of this Agreement begins when fully executed by all parties, and ends when work is completed and accepted by the City, unless amended by written agreement or terminated earlier under termination provisions.

2. PAYMENT
Total payment shall not exceed $285 an hour and $7,500 total. Consultant shall submit invoices for services rendered to the City of Seattle as services are incurred to Darby DuComb, Seattle City Attorney's Office, PO Box 94769, Seattle, WA 98124. Payment is due in full to Consultant within 30 days. 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.

3. PROTECTION OF PROPERTY
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.

4. INDEMNIFICATION
Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the

Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

5. INSURANCE

☒ **No insurance certification is required.** Consultant will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated consultants, and workers compensation insurance as required by Washington statutes.

6. TAXES AND LICENSES

Consultant shall obtain and pay all federal, state and local licenses required for the services rendered under this Agreement. Consultant shall pay all taxes arising out of or connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

7. CONTRACTUAL RELATIONSHIP

The Consultant is an independent contractor and is not intended to act in any way as a City employee. The parties agree the City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant performs the work. Neither the Consultant nor any Consultant employee is deemed an employee of the City for any purpose. The Consultant is not authorized to act as an agent or legal representative of the City for any purpose. The Consultant is not granted express or implied right or authority to assume or create obligation or responsibility on behalf of or in the name of the City or to bind the City.

8. ASSIGNMENT

Rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

9. TERMINATION

The City may terminate the whole or part of this Agreement by written notice. This includes but is not limited to such reasons as Consultant failure to meet schedules specified herein, if timely completion is improbable, impossible, not feasible or illegal, or for City's convenience.

10. DEBARMENT

The City may debar the Consultant pursuant to the provisions of SMC Ch. 20.70. Consultant confirms it is not debarred from any Federal contract nor has any subconsultant used to perform this work.

11. CHANGES

Either party may request changes to this Agreement. If the parties agree, such changes mutually agreed upon by and between the City and Consultant, shall be incorporated into the Amendment when signed by both parties.

12. COMPLIANCE WITH LAWS
Consultant shall comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. Consultant shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement.

13. RECYCLED CONTENT PAPER
Whenever practicable, Consultant shall use recycled products including 100% recycled content paper and duplex any documents produced for the City.

14. EXECUTORY AGREEMENT
This Agreement becomes effective when executed by the parties.

15. EQUAL EMPLOYMENT OPPORTUNITY
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, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Upon request, Consultant shall furnish a report to the City Purchasing and Contracting Services Director of affirmative efforts to implement this section, and will permit access to employment records, employment advertisements, application forms, other pertinent data and records as requested for investigation of compliance with this section.

The Consultant affirms compliance with all applicable federal, state, and local non-discrimination laws, including SMC Ch. 20.42. Violation of this section is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law, including but not limited to debarment from City contracting in accordance with SMC Ch. 20.70.

This section shall be inserted in all subcontracts.

16. WOMEN AND MINORITY BUSINESS
Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. Efforts may include use of solicitation lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, using minority community and public organizations to perform outreach.

Any violation of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law. Consultants in violation of the requirements may be subject to debarment from City contracting in accordance with SMC Ch. 20.70.

17. CONSULTANT PERFORMANCE EVALUATION
Consultant's performance will be evaluated at contract conclusion. The City's Consultant Performance Evaluation form can be: http://www.seattle.gov/contracting/docs/ccPE.doc

18. MISCELLANEOUS PROVISIONS
If the City determines it is in the City interests for the Consultant to Work on City premises and/or with City equipment, the City may provide such premises and equipment. Such premises and equipment are provided exclusively for the project and shall not be used for any other Consultant purpose.

In such event, the Consultant remains independent and is not acting in the capacity of a City employee. The Consultant will not work on-site at City offices for more than 36 consecutive months without written authorization from the City Project Manager. The Consultant shall notify the City Project Manager if s/he or any other Workers are known to be within 90 days of a consecutive 36-month placement on City property. If the City determines the use of City premises or equipment is not necessary to complete the Work, the Consultant will be required to work from its own office space or in the field, as necessary. The City reserves the right to negotiate a reduction in Consultant fees or charge a rental fee, based on the actual costs to the City, for the use of City premises or equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT	**THE CITY OF SEATTLE**
By 1/2/14	By
Signature Date	Signature Date 1-6-2014
David Goodenough	Darby DuComb
Goodenough Co, Inc	
Owner	Chief of Staff

City of Seattle Business License Number: 594921 (City Vendor No. 329329)
Washington State Unified Business Identifier Number (UBI): 602687151