



# City Contract Routing Form

City Contract #: 8696-1

### Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: \_\_\_\_\_

### Section 2 – Fill Out Contract Details

Date: 06/17/2021 Department: Planning Division: Economic Development Mail Stop: 4SPL

Project Administrator Name: Sarah Pyle Extension: 2426

Project Manager Name (if different than above): \_\_\_\_\_ Extension: \_\_\_\_\_

Contract Type: Consulting Services If other, please indicate: \_\_\_\_\_

Contract Title: Tourism Marketing Program - Renewed Contract

Contractor/Consultant Business Name: Bullseye Creative

Contract Description: 2021-2024 renewal contract

Project ID #: \_\_\_\_\_ Budget/Account #: 131.80401.000410.55731

Council Approval Date: one time renewal Council Agenda Memo #: one time renewal AFP/IFB/RFQ #: \_\_\_\_\_ NIGP #: 96100

New Contract

Total Amount: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal Option (Y/N):     If yes, how many? \_\_\_\_\_

Amendment/Renewal/Change Order #: n/a Original CC #: 8696

New Start Date: 06/30/2021 New End Date: 06/30/2024

Current Contract Amount (including all previous amendments/change orders): 536,400.00

Amount of this Amendment/Change Order (proposed increase/decrease): 536,400.00

New/Cumulative Contract Amount: 536,400.00

### Section 3 – Route Contract for Signatures and Approvals

Department Director:  Date: 6/21/2021 Comments: \_\_\_\_\_

TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

City Attorney:  Date: 6/22/2021 Comments: \_\_\_\_\_

Risk Manager:  Date: 6/22/2021 Comments: \_\_\_\_\_

Mayor or Designee:  Date: 6/30/2021 Comments: \_\_\_\_\_

City Clerk's Office:  Date: 7/1/2021 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

## Consulting Services Agreement [Non-Public Work]

<p><b>PROJECT TITLE</b> Tourism Marketing Program- Renewed Contract</p>	<p><b>EXHIBITS</b> <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A.1: Original Contract Agreement dated May 15, 2018. Exhibit A.2: Scope of Work Exhibit B: Updated Work Schedule (reflects renewal period) Exhibit C: Payment Schedule</p>
<p><b>CONTRACTOR</b> Bullseye Creative</p>	<p><b>CITY OF REDMOND PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i></p> <p>City of Redmond Sarah Pyle City of Redmond 4SPL P.O. Box 97010 Redmond, WA 98073-9710 425-556-2448 spyle@redmond.gov</p>
<p><b>CONTRACTOR'S CONTACT INFORMATION</b> <i>(Name, address, phone #)</i></p> <p>Peter Klauser Bullseye Creative 317 North 148th Street Shoreline, WA 98133 206-352-6264 visit@experieredmond.com</p>	<p><b>BUDGET OR FUNDING SOURCE</b> Lodging Tax</p>
<p><b>CONTRACT COMPLETION DATE</b> 6/30/2024</p>	<p><b>MAXIMUM AMOUNT PAYABLE</b> \$536,400.00</p>

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City of Redmond, standard form**

**THIS AGREEMENT is entered into on June 30, 2021 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".**

**WHEREAS, the CITY desires to accomplish the above-referenced project; and**

**WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and**

**WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,**

**IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:**

**1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.**

**2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.**

**3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice**

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**the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.**

**4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.**

**5. Extra Work.**

**A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.**

**B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.**

**C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.**

**D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.**

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**6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.**

**7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.**

**8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:**

**A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and**

**B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.**

**9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:**

**A. Worker's compensation and employer's liability insurance as required by the State of Washington;**

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City of Redmond, standard form**

**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

**The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.**

**All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.**

**10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.**

**11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.**

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**12. Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

**13. Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

**14. Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

**15. Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

**16. Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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City of Redmond, standard form**

**17. Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

**18. Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

**19. Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**20. Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

**21. City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

**22. Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.



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

**CONSULTANT:**

DocuSigned by:  
Peter Klausner  
E3D517DFCD064F3... 6/17/2021  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF REDMOND:**

DocuSigned by:  
Kelley Cochran (Mayor Designee)  
3D9FC072714C4E4...  
Angela Birney, Mayor 6/30/2021  
DATED: \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

DocuSigned by:  
Cheryl Xanthos 7/1/2021  
E725F589816E4E1...  
City Clerk, City of Redmond

**APPROVED AS TO FORM:**

DocuSigned by:  
Jim Haney 6/22/2021  
8F394CF98894B5...  
Office of the City Attorney

**Consulting Services Agreement**

Exhibit A.1

Contract 8696

**Non-Public Work**

<b>PROJECT TITLE &amp; IDENTIFICATION NUMBER (if # is known)</b>  Tourism Marketing Program	<b>WORK DESCRIPTION (reference &amp; list all attached exhibits)</b>  Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule
<b>CONTRACTOR</b>  Bullseye Creative	<b>CITY PROJECT ADMINISTRATOR (Name, address, phone #)</b> Jill Smith City of Redmond 4SCC P.O. Box 97010 Redmond, WA 98073-9710 425-556-2448 jesmith@redmond.gov
<b>CONTRACTOR CONTACT (Name, address, phone #)</b>  Peter Klauser Bullseye Creative 317 North 148th Street Shoreline, WA 98133 206-352-6264	<b>BUDGET OR FUNDING SOURCE</b>  Lodging Tax
<b>FEDERAL ID #</b> 20-3894292 <del>20-3904202</del>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$ 536,400.00
<b>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</b>  50254	<b>COMPLETION DATE</b>  June 30, 2021
<b>APPLICANT NAME</b>	<b>APPLICANT CONTACT (Name, address &amp; phone #)</b>

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City of Redmond, standard form

THIS AGREEMENT is entered into on May 15, 2018 between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

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the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

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5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

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6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

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The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

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10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

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13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

page 7 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

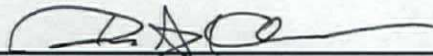
22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.



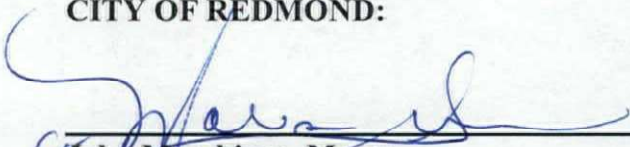
page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form

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

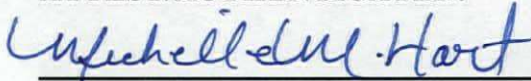
CONSULTANT:

  
By: Peter A. Klausner  
Title: President  
Bullseye Creative, Inc.

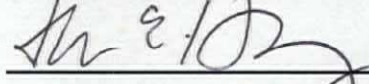
CITY OF REDMOND:

  
John Marchione, Mayor  
DATED: 5/31/18

ATTEST/AUTHENTICATED:

  
Mitchell M. Hart  
City Clerk, City of Redmond

APPROVED AS TO FORM:

  
\_\_\_\_\_



**City of Redmond and Bullseye Creative Contract  
7/1/2018 – 6/30/2021**

**EXHIBIT A: SCOPE OF WORK**

The 2018-2021 Scope of Work will include the following elements (see following pages for specific project activities):

1. Project Management
2. Content Development
3. Website/Digital Management
4. Event Solicitation/Management
5. Media & Production

**EXHIBIT B: WORK SCHEDULE**

The contract is for three years, from July 1, 2018 through June 30, 2021. CITY reserves the right to renew this contract for one (1) three-year term, for a potential maximum total term of six years, upon serving notice to the Consultant/Contractor within 30 calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract remain in full force and effect. Such a renewal will be accomplished through a separate contract with reference to the original contract. The Mayor or his designee is authorized to exercise this renewal option.

**EXHIBIT C: PAYMENT SCHEDULE**

Contractor will bill a pro-rated amount (\$9900) monthly for twelve (12) months, covering regular monthly activities under Project Management, Content Development, Website/Digital Management, and Event Solicitation/Management. The remaining budget balance covers Media & Production, and will be billed after each expense has been incurred.

Monthly rates shall not be subject to change for the duration of the initial three-year period. Thereafter, should the optional three-year renewal term be exercised, a one-time request for a price adjustment may be made in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-All Urban Consumers, Current Series) for the West Region occurring during the immediately preceding 12-month period for which CPI-U data is available (<https://data.bls.gov/cgi-bin/surveymost?cu>). Consultant shall notify the City in writing at least thirty (30) days prior to any such rate increase going into effect.

1. Project Management	\$1,400 / month
2. Content Development	\$3,000 / month
3. Website/Digital Management	\$2,500 / month
4. Event Solicitation/Management	\$3,000 / month
<b>Monthly Pro-Rate</b>	<b>\$9900 / month</b>
5. Media & Production	\$60,000 / year
<b>TOTAL BUDGET</b>	<b>\$178,800 / year</b>



## 1. PROJECT MANAGEMENT

- A. Quarterly reporting due to City by the 15<sup>th</sup> day of January, April, July, and October for the previous quarter. Review website and social media analytics, draw conclusions from data patterns, summarize activities, identify key stats, write report, and adjust strategy as necessary.
- B. Monthly strategy and reporting meetings with City of Redmond staff contact.
- C. Participate in and/or lead strategy discussions at Lodging Tax Advisory Committee (LTAC) meetings, as needed. Estimated to be approximately two times per year.
- D. Attend/host Eastside Tourism Committee meetings. Estimated to be 1-2 times per year.
- E. Attend OneRedmond meetings/networking events. Estimated to be 2-3 times per year.
- F. Partnership development. Network, nurture, and maintain relationships with individuals and organizations such as, but not limited to: City of Redmond staff and elected officials, OneRedmond staff and investors, King County Parks, VALA, Woodinville Wine Country, Butler Transportation, Redmond Town Center, multi-family communities, breweries/restaurants, hoteliers, neighboring cities, LTAC grant events, other major Redmond events, and other partners as appropriate.
- G. Delivery of collateral materials to all partners.
- H. Strategy development, planning, and management.
- I. Management of all creative resources.
- J. Subscriber list management.
- K. Client contact management.
- L. Contract management.
- M. Budget management.
- N. Tourism grant recipient compliance maintenance.

## 2. CONTENT DEVELOPMENT

- A. Create and promote new themed promotions and hotel packages.
- B. Create and promote new itineraries including overnight hotel stays.
- C. Daily social media promotion schedule. Map out content schedule, plan, promote, and measure on: Facebook, Twitter, Instagram, YouTube, and Snapchat.
- D. Featured content development (major events, partnership promotions, contests, etc.).
- E. Contest development. Solicit partners for giveaways, negotiate terms, build contest, promote contest, and manage prize submissions.
- F. Daily social media notifications and engagement communication.
- G. Daily search for updated event information.
- H. Daily filter and review of user-generated submissions and requests.
- I. Website graphics design and integration.
- J. Social media graphics design and integration.
- K. Snapchat filter design.
- L. Market research updates.



- M. Print advertising, copywriting, and design.
- N. Advertorial copywriting.
- O. Design and copywriting of print collateral (visitors guide, parks & facilities guide, business cards/stationery, window stickers).
- P. Brand management (logo design, standards guidelines, file conversions, partner link and logo updates).
- Q. Design report graphics.
- R. Design move-in flyers for multi-family community partners.
- S. Write Redmond messaging for neighboring city partner websites.
- T. Thematic messaging development.
- U. Promotional e-newsletter (assemble, write, coordinate, design/layout, code/test/distribute).
- V. Blog management (writing posts, managing partner writer submissions, editing posts, managing shares/comments, etc.).
- W. Attend various Redmond events, document (write/photograph/videography/blog).

### 3. WEBSITE/DIGITAL MANAGEMENT

- A. Explore, create and maintain new Experience Redmond digital tools.
- B. Hosting services (dedicated virtual server).
- C. Domain name management.
- D. Maintenance of code (forms, plug-ins, API's, back-ups, etc.).
- E. Server management (Plesk and CP settings, load balances, mail server, etc.).
- F. Development of new code (upgrades, page additions, new features).
- G. Daily management of events and business directories.
- H. Monthly management of seasonal banner design/messaging.
- I. Weekly management of featured events.
- J. Weekly management of index/landing page call-out content.
- K. Search Engine Optimization (SEO).
  - i. Directory registrations re-indexing
  - ii. Keyword analysis & updates
  - iii. Onsite SEO to ensure relevancy and authority
  - iv. Offsite SEO to build quality links and citations
  - v. Content strategy (meta data, alt text, link bait, etc.)

### 4. EVENT SOLICITATION

- A. Development of sales tools (website database, print collateral, etc.).
- B. Assembly of stakeholders and partners.
- C. Grant assistance.
- D. Negotiate value-in-kind promotional packages.
- E. Write/design proposal response to RFP.
- F. Host/tour event producers.
- G. Meetings and follow-up on leads.



- H. Help coordinate event needs.
- I. Work in collaboration with City's sales recruitment staff/contractor.

## 5. MEDIA & PRODUCTION

Analyze, recommend, and execute advertising opportunities including new, creative ideas embracing technology.

- A. Digital/banner advertising.
- B. Print advertising.
- C. Printing collateral materials
  - i. Visitors guide
  - ii. Parks guide
  - iii. Business cards/stationery
  - iv. Window stickers
  - v. Flyers
- D. Produce meeting reports/materials.
- E. Social media advertising.
- F. Search engine marketing (Pay-Per-Click media).
- G. Video production (capture, edit).
- H. Photography (source images, capture new images, commission original).
- I. Email distribution.

# Statement of Supplier Selection Form

**1) Project Title/Description:**

**Tracking #:** 3,780

Tourism Marketing Program

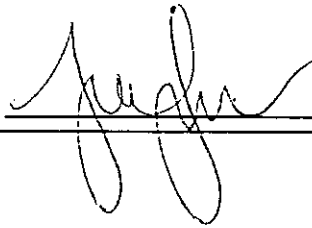
**2.) Supplier/Contractor Selected:**

Bullseye Creative.  
Peter Klauser  
317 North 148th Street  
Shoreline, WA 98133

**3.) Action Taken (How & why you selected the above supplier?):**

Bullseye Creative was selected after an RFP process.

**Project Administrator's Signature:**



**Date:** 5-22-18

# City Agreement Routing Form

Exhibit A.1

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Tourism Marketing Program

Type of Service: Exhibit A = Scope of Work  
Exhibit B = Work Schedule  
Exhibit C = Payment Schedule

Supplier/Contractor Name: Bullseye Creative

Contract/Agreement Amount, Original: \$0.00 Amended Amount: \$0.00

Council Approval Date: 5/15/2018 Nature of Funding: Lodging Tax

Project Administrator: Jill Smith MailStop: 4SCC Phone: 425-556-2448

Anticipated Agreement Start Date: 7/1/2018 Estimated Completion Date: 6/30/2021

Does this contract contain the purchase of technology related items/services?  YES  NO  
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: \_\_\_\_\_ Date \_\_\_\_\_

Will federal funds be used to pay for all or part of contract?  YES  NO  
If Yes, check for debarment at [www.sam.gov](http://www.sam.gov) (print results and keep a copy in project file)

Department Head/  
Designee Signature: Coke Vandenberghe Date 5/22/18

Comments:

Account Numbers/  
Distribution 131.18401.00410.55733

*Sara - Pls cross-ref: AM 18-085.*

NIGP/Commodity Code: 96100

**ROUTING PROCESS:** ( 2 copies)

To: City Clerk \_\_\_\_\_ Date 5/24/18  
(for routing and tracking) *AB*

Risk Manager \_\_\_\_\_ Date 5/24/18  
(Signature or initials) *MEB*

City Attorney \_\_\_\_\_ Date 5/24/18  
(Signature or initials) *Jan*

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)  
Mayor \_\_\_\_\_ Date 5/31/18  
(Signature or initials) *13/*

City Clerk \_\_\_\_\_ Date 5/31/18  
(Signature or initials) *M.*

**NOTE:** The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id \_\_\_\_\_ Date Received \_\_\_\_\_ Agreement # 86960



## City of Redmond and Bullseye Creative Contract

7/1/2018 – 6/30/2021

Renewal period 7/1/2021-6/30/2024

### EXHIBIT A.2: SCOPE OF WORK

The 2018-2021 Scope of Work will include the following elements (see following pages for specific project activities):

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### EXHIBIT B: WORK SCHEDULE

The contract is for three years, from July 1, 2018 through June 30, 2021. CITY reserves the right to renew this contract for one (1) three-year term, for a potential maximum total term of six years, upon serving notice to the Consultant/Contractor within 30 calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract remain in full force and effect. Such a renewal will be accomplished through a separate contract with reference to the original contract. The Mayor or his designee is authorized to exercise this renewal option.

**This 2021 renewal contract work schedule is active for three years from, 7/01/2021 through 6/30/2024.**

### EXHIBIT C: PAYMENT SCHEDULE

Contractor will bill a pro-rated amount (\$9900) monthly for twelve (12) months, covering regular monthly activities under Project Management, Content Development, Website/Digital Management, and Event Solicitation/Management. The remaining budget balance covers Media & Production, and will be billed after each expense has been incurred.

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**Certificate Of Completion**

Envelope Id: 252F1BDEB67540299E1DC793D6550013	Status: Completed
Subject: Please DocuSign: Bullseye Contract Extension 2021-2024	
Source Envelope:	
Document Pages: 27	Signatures: 9
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Gloria Meerscheidt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	GMeerscheidt@REDMOND.GOV
	IP Address: 73.11.216.127

**Record Tracking**

Status: Original	Holder: Gloria Meerscheidt	Location: DocuSign
6/17/2021 12:50:47 PM	GMeerscheidt@REDMOND.GOV	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

**Signer Events**

Signer	Signature	Timestamp
Gloria Meerscheidt gmeerscheidt@redmond.gov City of Redmond Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 73.11.216.127	Sent: 6/17/2021 12:56:04 PM Viewed: 6/17/2021 12:56:43 PM Signed: 6/17/2021 1:03:29 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Peter Klauser visit@experienceredmond.com Security Level: Email, Account Authentication (None)	 E3D517DFCD984F3...	Sent: 6/17/2021 1:11:04 PM Resent: 6/17/2021 1:14:13 PM Viewed: 6/17/2021 1:15:21 PM Signed: 6/17/2021 1:21:16 PM
	Signature Adoption: Pre-selected Style Using IP Address: 67.183.175.40	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carol Helland chelland@redmond.gov Director Planning and Comm Dev Security Level: Email, Account Authentication (None)	 DA525C34AC764BC...	Sent: 6/17/2021 1:21:25 PM Viewed: 6/21/2021 11:56:05 PM Signed: 6/21/2021 11:56:34 PM
	Signature Adoption: Pre-selected Style Using IP Address: 166.137.163.14 Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jim Haney jhaney@omwlaw.com Security Level: Email, Account Authentication (None)	 85394CE968994B5...	Sent: 6/21/2021 11:56:43 PM Viewed: 6/22/2021 8:13:49 AM Signed: 6/22/2021 8:15:34 AM
	Signature Adoption: Pre-selected Style Using IP Address: 23.101.205.9	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/17/2021 12:56:04 PM
Certified Delivered	Security Checked	7/1/2021 11:02:59 AM
Signing Complete	Security Checked	7/1/2021 11:08:35 AM
Completed	Security Checked	7/1/2021 11:08:46 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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