

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITIES OF KENT, AUBURN, BELLEVUE,
BOTHELL, BURIEN, COVINGTON, DES MOINES,
FEDERAL WAY, ISSAQUAH, KENMORE,
KIRKLAND, MERCER ISLAND, REDMOND,
RENTON, SAMMAMISH, SEATAC, SHORELINE,
TUKWILA, AND WOODINVILLE FOR PLANNING,
FUNDING, AND IMPLEMENTATION OF A JOINT
HUMAN SERVICES APPLICATION AND FUNDING
PROGRAM.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into pursuant to Chapter 39.34 RCW by the Cities of Kent, Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Sammamish, SeaTac, Shoreline, Tukwila, and Woodinville, Washington hereinafter referred to as “Cities”, to provide for planning, funding, and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in King County; and

WHEREAS, through the Interlocal Cooperation Act, the Cities have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of MOU: The purpose of this MOU is to facilitate the alliance of the 19 member Cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive applications for grant funding through one online grant subscription service and portal. The various human service programs funded by the member cities include food security, housing and homelessness prevention, health, mental health, youth services, and others.
2. Joint Participation.
 - a) Lead City. The City of Kent shall be the designated lead city (“Lead City”). The Lead City shall contract directly for and manage the online grants subscription service with Western States Arts Federation (“Vendor”). The other responsibilities of the Lead City are described in Section 4.

- b) Participating City. A Participating City is a City participating in the joint online funding application portal, who is a party to this MOU, and who is not a Lead City.

3. Funding Arrangement. The Lead City and each Participating City will jointly participate in the costs to run the online grants subscription service. The allocation of costs shall be based on population ranges of each city, as established by population estimates made by the Office of Financial Management pursuant to RCW 43.62.030. The initial allocation shall be as described in Exhibit A, attached and incorporated herein. Any Participating City requesting a change in allocation may only do so by written amendment to this MOU, in accordance with Section 12. Each Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for the Participating Cities. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by February 15th of each year for their annual funding participation.
- b) Contract with the Vendor, and manage the performance of the online grants subscription service.
- c) For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each of the Participating Cities no later than September 30th of the preceding calendar year in which the contribution is to be made.
- d) Maintain accounts and records which properly reflect transactions related to this MOU.

5. Duration. This MOU shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2013, with automatic extensions annually, unless terminated as described in section 6.

6. Termination. Any City may terminate its participation in the MOU without cause by giving the other Cities a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given. If at any time termination of a City results in fewer than ten Cities remaining as parties to this MOU, then this MOU shall automatically terminate after sixty (60) days for all remaining Cities, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such termination becomes effective.

7. Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
Auburn	Michael Hursh, Advisor to the Mayor
Bellevue	Joseph Adriano, Human Services Grant Coordinator
Bothell	Lynda Quinn, Sr. Administrative Assistant
Burien	Lori Fleming, Management Analyst
Covington	Victoria Throm, Human Services Analyst
Des Moines	Sue Padden, Senior Center Manager
Federal Way	Jay Bennett, Community Services Manager
Issaquah	Mark Hinthorne, Planning Director
Kenmore	Leslie Harris, Public Information Officer
Kent	Katherin Johnson, Human Services Manager
Kirkland	Sharon Anderson, Human Services Coordinator
Mercer Island	Cynthia Goodwin, Department of Youth and Family Services Director
Redmond	Brooke Buckingham, Human Services Planner
Renton	Karen Bergsvik, Human Services Manager
Sammamish	Melonie Anderson, City Clerk
SeaTac	Colleen Brandt-Schluter, Human Services Manager
Shoreline	Rob Beem, Community Services Manager
Tukwila	Evie Boykan, Human Services Manager
Woodinville	Zach Schmitz, Management Analyst

8. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this MOU.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the MOU comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such

self insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10. Oversight Committee. This MOU shall be managed by an Oversight Committee made up of six City representatives, as follows: one each from three member Cities from South King County, and one each from three member Cities in East King County, to be designated by the Lead City. The representative of each City shall be that person designated in section 7 of this MOU. The Oversight Committee shall meet at least annually to discuss the terms of the MOU and request any changes to the services provided pursuant to the MOU.

11. Applicable Law; Venue; Attorney's Fees. This MOU shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this MOU, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Amendments. This MOU may be amended, altered, changed or extended in any manner by the mutual written consent of all member Cities.

13. Counterparts. This document may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this _____ day of _____, 2013.

CITY OF AUBURN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BELLEVUE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BURIEN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF ISSAQUAH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENMORE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENT

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF MERCER ISLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: Denis Law

Title: Mayor Denis Law

Date: 1/29/14

Attest: Jason A. Seth
Jason A. Seth, Deputy City Clerk

Approved As To Form:

Lawrence Warner
City Attorney

CITY OF SAMMAMISH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved As To Form:

/

City Attorney

CITY OF TUKWILA

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF WOODINVILLE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

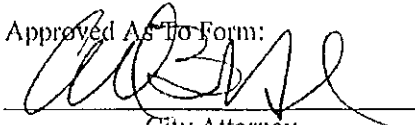
Exhibit A
Fee Schedule

City	2013 Fee	Population
Auburn	\$750.00	63,390
Bellevue	\$1,000.00	124,600
Bothell	\$500.00	117,280
Burien	\$500.00	47,730
Covington	\$500.00	17,760
Des Moines	\$500.00	23,700
Federal Way	\$750.00	89,460
Issaquah	\$500.00	31,150
Kenmore	\$500.00	21,020
Kent	\$1,000.00	119,100
Kirkland	\$750.00	81,180
Mercer Island	\$500.00	23,150
Redmond	\$750.00	55,360
Renton	\$1,000.00	93,910
Sammamish	\$500.00	47,420
SeaTac	\$500.00	27,210
Shoreline	\$750.00	53,270
Tukwilla	\$500.00	19,080
Woodinville	\$500.00	10,960
	\$12,250.00	

Population	Fee
0-50000	\$500.00
50000-90000	\$750.00
90000+	\$1,000.00

CITY OF AUBURN

By: Nancy Barkus
Title: Mayor
Date: 1/30/14

Approved As To Form:


City Attorney

CITY OF BELLEVUE

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF BOTHELL

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF BURIEN

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF AUBURN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BELLEVUE

By: *[Signature]*

Title: INTERIM CITY MANAGER

Date: JUL 24 2013

Approved As To Form:

[Signature] FOR
City Attorney

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BURIEN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF AUBURN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BELLEVUE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney


CITY OF BURIEN

By: Q Cerase

Title: FINANCE DIRECTOR

Date: 2/22/13

Approved As To Form:


City Attorney

CITY OF COVINGTON

By: Deirdre Mathison
Title: City Manager
Date: 3/27/13

Approved As To Form:

[Signature]
City Attorney

CITY OF DES MOINES

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF ISSAQUAH

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

Online Grant Funding Application MOU
Page 6 of 10

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: [Signature]

Title: City Manager

Date: 8/5/13

Approved As To Form:

[Signature]
City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF ISSAQUAH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: Ship R D

Title: MAYOR

Date: 2/25/13

Approved As To Form:

Amy Carroll, For
PAT RICHARDSON City Attorney

CITY OF ISSAQUAH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF ISSAQUAH

By: Ann Frisinger

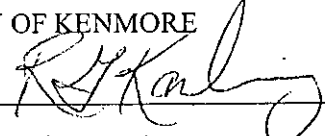
Title: Mayor

Date: 2/25/13

Approved As To Form:

City Attorney

CITY OF KENMORE

By: 

Title: City Manager

Date: 2/26/2013

Approved As To Form:

City Attorney

CITY OF KENT

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF MERCER ISLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENMORE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENT

By: Juzette Cooke

Title: Mayor

Date: 2/21/13

Approved As To Form:

[Signature]
Assistant City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF MERCER ISLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENMORE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENT

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: *Parks & Community Services Director*

Date: *8/16/2013*

Approved As To Form:

[Signature]

City Attorney

CITY OF MERCER ISLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENMORE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENT

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF MERCER ISLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

CMS & ck 1-22-14

City Attorney

CITY OF REDMOND

By: John Macchione
Title: Mayor
Date: 2/21/2013

Approved As To Form:
[Signature]
City Attorney

CITY OF RENTON

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF SAMMAMISH

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____
Title: _____
Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: _____

Title: Mayor Denis Law

Date: 1/29/14

Attest: _____
Jason A. Seth, Deputy City Clerk

Approved As To Form:

Lawrence Warner
City Attorney

CITY OF SAMMAMISH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: _____

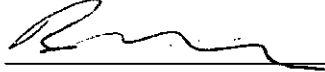
Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SAMMAMISH

By:  _____

Title: City Manager _____

Date: 3/19/2013 _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SAMMAMISH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: Todd [Signature]

Title: City Manager

Date: 3/8/13

Approved As To Form:

[Signature]
City Attorney

CITY OF SHORELINE

By: *John Lind*

Title: *City Manager*

Date: *8/12/13*

Approved As To Form:
Sam Lewis
City Attorney

CITY OF TUKWILA

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF TUKWILA

By: ^{EB} Jan Haggata

Title: Jim Haggerton, Mayor

Date: 3-5-13

Approved As To Form:

Rachel B. ...
City Attorney