

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

**THIS AGREEMENT FOR SERVICES** (“Agreement”) is entered into by and among the Cities of Kent, Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Sammamish, SeaTac, Shoreline, and Tukwila, 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 that 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, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local human service providers, and to the citizens of their communities;

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

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the alliance of the 18 member Cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive reports and 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 Agreement, 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, and shall remain the same unless revised pursuant to the terms of this section 3. In the event that any City terminates its participation in this Agreement, the Lead City shall revise the allocation for the calendar year immediately following the year in which the written notice of such termination is given; provided, however, that the revised allocation shall remain in the same proportions as described in Exhibit A, and in no event shall the total sum of the revised allocations exceed the total sum of the initial allocation. Any Participating City requesting a change in allocation for reasons other than the termination of a City, as described above in this section 3, may only do so by written amendment to this Agreement, 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, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee, or cost to the Participating Cities beyond the funding allocation set forth in section 3 above. 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 30<sup>th</sup> of the preceding calendar year in which the contribution is to be made.
- d) Maintain accounts and records that properly reflect transactions related to this Agreement.

5. Duration. This Agreement 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.

- a) Any Participating City may terminate its participation in this Agreement 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 Agreement 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 Agreement, then this Agreement 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 Agreement through the end of the calendar year in which such termination becomes effective.

- b) The Lead City may terminate its participation in this Agreement without cause by giving the other Cities a sixty (60) day written notice. The Lead City shall remain fully responsible for meeting its funding responsibilities and other obligations established by this Agreement, including administrative duties, through the end of the calendar year in which such notice is given. In the event of termination by the Lead City, the Oversight Committee shall meet no later than thirty (30) days after written notice of termination is given, to designate one of the remaining Participating Cities as the Lead City. If all the member Cities do not provide written consent of the designation made by the Oversight Committee within sixty (60) days of the Committee's selection, then this Agreement shall immediately terminate, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this Agreement 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:

<b>City</b>	<b>Contact</b>
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	Lisa Zurhorst, Executive Assistant
Kenmore	Leslie Harris, Management Analyst
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

The Lead City shall maintain a current list of City Contacts, and shall provide an updated Contact list to all Participating Cities annually.

8. Indemnification. Each City agrees to indemnify the other Cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such City, or the City's employees or agents.

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. Oversight Committee. This Agreement 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 North/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 Agreement. The Oversight Committee shall meet at least annually, no later than July 31, to discuss the terms of the Agreement and request any changes to the services provided pursuant to the Agreement. The Committee shall provide written notice of any proposed changes to all member Cities no later than August 15.

10. Applicable Law; Venue; Attorney's Fees. This Agreement 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 Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

11. Amendments. This Agreement may be amended, altered, changed or extended in any manner by the mutual written consent of all member Cities; provided that any member City may substitute an alternate Contact person under section 7 by providing written notice thereof to the Lead City, and provided, further, that any such substitution shall not constitute an amendment, alteration or change to this Agreement.

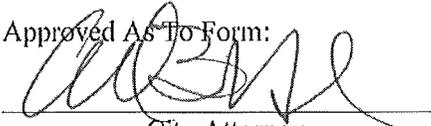
12. Counterparts. This document may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one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

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Online Grant Funding Application Agreement  
Page 5 of 10

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: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

CITY OF BELLEVUE

By: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

CITY OF BOTHELL

By: \_\_\_\_\_

Approved As To Form:

Title: \_\_\_\_\_

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

CITY OF BURIEN

By: W. L. Rausel

Approved As To Form:

Title: FINANCE DIRECTOR



City Attorney

Date: 2/22/13

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: CEW

Title: City Manager

Date: 8/5/13

Approved As To Form:

P. Burners  
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 Agreement  
Page 6 of 10

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: Shirley R. D.

Title: MAYOR

Date: 2/25/13

Approved As To Form:

Amy Pearson, 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: Ara 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

Online Grant Funding Application MOU  
Page 7 of 10

CITY OF KENMORE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KENT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

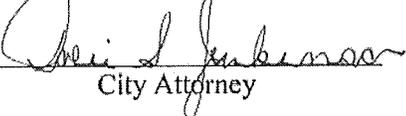
Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF KIRKLAND

By:   
Title: Parks & Community Services Director  
Date: 8/16/2013

Approved As To Form:

  
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 & dk 1-22-14*  
\_\_\_\_\_  
City Attorney

CITY OF REDMOND

By: John Marchese  
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: *Denis Law*

Title: Mayor Denis Law

Date: 6/29/14

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

Approved As To Form:

*Lawrence J. 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: \_\_\_\_\_

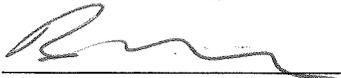
Title: \_\_\_\_\_

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

Online Grant Funding Application Agreement  
Page 9 of 10

CITY OF SHORELINE

By: *Julie Lind*

Title: *City Manager*

Date: *8/12/13*

Approved As To Form:

*Sam Lavin*  
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

<sup>EB</sup>  
By: Jim Haggerton

Title: Jim Haggerton, Mayor

Date: 3-5-13

Approved As To Form:

Rachel B...  
City Attorney