OFFICIAL FILE 2007280

MEMORANDUM OF UNDERSTANDING

ESTABLISHING THE HUMAN SERVICES POOLED FUND

This agreement is made and entered into by and among the City of Bellevue, the City of Bothell, the City of Issaquah, the City of Kenmore, the City of Kirkland, the City of Mercer Island, the City of Redmond, the City of Sammamish, the City of Shoreline, and the City of Woodinville, all municipal corporations of the State of Washington (hereinafter referred to individually as "Party" or collectively as "Parties").

RECITALS

WHEREAS, the Parties engage in activities which support human service providers in King and Snohomish Counties; and

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

WHEREAS, the Parties have the authority to engage in cooperative efforts which result in more efficient use of government resources; and

WHEREAS, the Parties agree that multi-jurisdictional cooperation in human services planning and funding is a benefit to the Parties, their non-profit award recipients and to the citizens of their communities;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. PURPOSE

This agreement defines the roles and responsibilities of the Parties in jointly funding and contracting for human services programs. Further, this agreement establishes a Human Services Pooled Fund account (hereinafter referred to as "Pooled Fund") to which funds will be deposited for the purpose of contracting with not-for-profit or other public corporations (hereinafter referred to as "Service Provider(s)") that deliver human services programs.

II. DURATION OF THE AGREEMENT

This agreement shall be established and take effect immediately upon its execution by two or more Parties, and shall terminate on December 31, 2013.

III. RESPONSIBILITIES

A. A Project Management Team, comprising of staff to be designated by the chief executive or their designee from each Party, will manage the delivery of joint Human Services programs under this agreement. The Project Management Team will:

i. Determine any addition or removal of human services programs provided by Service Providers contracted from the Pooled Fund;

ii. Invite additional parties to enter into this agreement;

iii. Develop administrative tools and processes necessary to operate the Pooled Fund;

iv. Plan for future expansion and administration of the Pooled Fund; and

v. Consider acceptance and approve use of any deposit made to the Pooled Fund from a funding source not party to this agreement.

vi. In carrying out these responsibilities, the Project Management Team will at all times attempt to reach agreement by consensus. If consensus cannot be reached, agreement will be determined by a simple majority vote of those present at the meeting of the Project Management Team. Each Party may cast one vote on behalf of their organization.

B. The City of Bellevue shall be the lead agency (hereinafter referred to as "Lead Agency"). The Lead Agency will:

i. Establish and maintain the Pooled Fund;

ii. Invoice Parties for each party's portion of the Pooled Fund. Invoices will be sent with no more frequency than quarterly throughout the year, with an option of biannual or annual invoicing as agreed upon by each Party and the Lead Agency, with payment required within 30 calendar days from date of invoice.

iii. Accept and deposit contributions to the Pooled Fund from Parties or other sources;

iv. Execute contracts on behalf of one or more Parties with Service Providers payable with funds drawn from the Pooled Fund; and

v. Process payments on such contracts.

C. Each Party will independently:

i. Determine their level of contribution to the Pooled Fund. A list of each human service program, including the amount of funding to be included in the Pooled Account for that program will be transmitted to the Lead Agency as soon as it is available, but not later than December 31st of each calendar year prior to the calendar year for which funding is approved. Parties that do not provide this information by the date required will be excluded from participation in the Pooled Fund for that year, with the Lead Agency authorized to grant extensions of this deadline, the length of such extension being at the sole discretion of the Lead Agency.

ii. Retain the ability to approve or deny payment made on Service Provider contracts by the Lead Agency on behalf of the Party as well as determining and monitoring a Service Provider's compliance with all contractual obligations.

iii. Review and communicate its acceptance of contract terms negotiated for each Service Provider for which that Party is contributing funds. Acceptance shall be communicated in writing on or before January 31st of the calendar year for which funding is approved. Parties who do not communicate written acceptance will be

deemed to have rejected the terms and opted out of the participation with respect to that Service Provider.

iv. Provide such staff as is necessary to accomplish all responsibilities included in this agreement. Parties may be excused from such commitment if doing so compromises the day-to-day operation of the Party's organization. Requests for excusal shall be made in writing to the Lead Agency and shall be approved or denied by the Project Management Team within sixty (60) days of receipt.

IV. ADDITION OF A PARTY TO THIS AGREEMENT

A. At any time after the effective date of this agreement, additional parties, at the invitation of the Project Management Team, may adopt and enter into this agreement by forwarding a copy of the agreement as approved and executed by that Party to the Lead Agency no later than sixty (60) days prior to the end of any given calendar year for participation in the Pooled Fund the subsequent year. The addition of a party or parties to this Agreement shall not affect the terms and conditions for any other Party and no reauthorization is required for the duration of the Agreement.

B. Parties not subject to this agreement may, subject to the approval of the Project Management Team, contribute funds on a one-time or other limited basis for the purpose of participating in Service Provider contracts drawn from the Pooled Fund. Under these circumstances, the Project Management Team is responsible for establishing the terms of participation and authorizing the Lead Agency to execute the terms in any manner deemed necessary by the Lead Agency.

V. WITHDRAWAL OF A PARTY FROM THIS AGREEMENT

A. Each Party, with the exception of the Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to the Lead Agency a minimum of sixty (60) days in advance of the effective date of the withdrawal. The effective date of withdrawal must be either June 30 or December 31 of any given calendar year, as decided by the Party. The withdrawing party shall remain responsible for all contractual commitments made to Service Providers and for payments made or committed to the Pooled Fund up to the effective date of withdrawal. Any payments made to the Pooled Fund prior to the effective date of withdrawal for services to be provided by Service Providers after the effective date of withdrawal shall be returned to the Party within sixty (60) days following the effective date of withdrawal. In the event of withdrawal by a Party, this Agreement shall terminate as to that Party but shall continue in effect with respect to the remaining Parties. However, the termination of this agreement with respect to one or more Parties shall not affect any of the Parties' rights or obligations, including any rights or obligations of a withdrawing Party, that are expressly intended to survive termination.

B. In the event of a withdrawal, the Lead Agency is authorized to enact the termination clauses of all contracts with Services Providers that include funds from the withdrawing Party. Such termination will be specific to the withdrawing party and shall not effect the contractual obligations of the Service Provider in regard to all other Parties.

C. The Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to all other Parities on or before June 30 of any given calendar year with the effective date of termination being December 31 of the same calendar year in which notice is given. The withdrawing Lead Agency commits to transfer all necessary funds and documentation related to the Pool Fund to a new Lead Agency, as selected by the Project Management Team, prior to the effective date of the withdrawal.

VI. TERMINATION OF THIS AGREEMENT

A. All Parties must agree to terminate this agreement in order for such termination to be effective. The effective date of termination will be determined by a unanimous vote the Project Management Team, but must be no less than ninety (90) days after the date of the Project Management Team meeting during which termination is agreed. Immediately after the vote to terminate the agreement is made, the Lead Agency is authorized to terminate all contracts with Service Providers drawn upon the Pooled Fund as per the conditions of those contracts. After all payments due Services Providers are made, funds attributable to each Party released from commitment to those terminated contracts shall be returned to each Party by check from the Lead Agency within sixty (60) days after the effective termination date of this agreement.

B. If a contract with a Service Provider is terminated by the Service Provider as per the conditions of that contract, funds in the Pooled Fund released from commitment to that terminated contract shall be removed from the Pooled Fund with the amount attributable to each Party participating in the terminated contract returned by check from the Lead Agency within sixty (60) days after the effective termination date of the contract. Termination of a Service Provider contract shall not affect any other contract drawn from the Pooled Fund.

VII. ADMINISTRATIVE SERVICE FEES

A. As of the effective date of this agreement, no administrative service fees will be charged by any Party.

B. The Lead Agency, with approval of the Project Management Team, reserves the right to develop an administrative service fee structure, which may be appended to this agreement by exhibit in accordance with Part VIII of this agreement, entitled Amendments.

C. Until such time as an administrative service fee structure is adopted, the Lead Agency shall consider any and all revenue accrued as interest on the Pooled Fund as an administrative service fee and shall be entitled to keep and use such revenue at its complete discretion.

VIII. AMENDMENTS

This agreement may be amended, altered, changed or extended in any manner by the mutual written consent of all Parties.

IX. SEVERABILITY

If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

X. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any party exercising the right of termination pursuant to Section IV.

XI. NO PRECLUSION OF ACTIVITIES OR PROJECTS

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other Parties.

XII. REAL AND PERSONAL PROPERTY

The acquisition of real property is not anticipated under this agreement. Any personal property acquired pursuant to this agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated, any personal property other than cash shall remain with the Lead Agency.

XIII. ENTIRETY OF AGREEMENT

This agreement supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties.

XIV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

XV. COUNTERPARTS

This Agreement may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same affect as if all Parties had all signed the same document. All executed current parts shall be construed together, and shall, together with the text of this agreement, constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this 21st day of November 2007.

Signed:

City of Kirkland

By: _____

David Ramsay, City Manager

Approved as to Form

By: _____

Robin Jenkinson, City Attorney