

**AGREEMENT FOR SERVICES BETWEEN THE CITIES OF BELLEVUE,
KIRKLAND, AND REDMOND FOR IMPLEMENTATION AND MAINTENANCE
OF A JOINT HOMELESS OUTREACH DATA SYSTEM**

THIS AGREEMENT FOR SERVICES ("Agreement") is entered into by the Cities of Bellevue, Kirkland, and Redmond, hereinafter referred to as "Cities", to provide for implementation and maintenance of a joint homeless outreach data system.

WHEREAS, the Cities work to ensure that those living unsheltered will have access to services that will support their path to stability; and

WHEREAS, the Cities acknowledge that unsheltered individuals often move from one jurisdiction to another; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to share data and data tracking systems; 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 homeless outreach staff, and to community members;

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 administration and funding of a joint homeless outreach data system for sharing, tracking, and storage of information in the provision of services to unhoused individuals in the community.
2. Joint Participation.
 - a. Lead City. The City of Redmond shall be the designated lead city ("Lead City"). The Lead City shall contract directly for and manage the Apricot 360 case management software with Bonterra ("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 sharing, tracking, and storage of information through the case management software, who is a party to this Agreement, and who is not the Lead City.
3. Funding Arrangement. The Lead City shall bear the cost of the initial implementation. The Lead City and all Participating Cities will share the annual costs of the software subscription and support, with the costs allocated equally. The initial fee schedule shall be as described in

Exhibit A. Any future adjustments in fees shall be equally born by the parties and documented in additional attachments to this agreement.

The Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving an 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 this agreement, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee or cost to the Participating City 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 the Participating City by May 15th of each year for their annual funding participation, with supporting documentation of the costs.
 - b. Contract with the Vendor and manage the performance of the case management software.
 - 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 city no later than December 31st 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.
 - e. Develop policies that support data integrity and alignment.
5. Data. Data may only be used for permissible uses to fulfill the purpose of this agreement. Each Participating City is responsible for maintaining the data it enters into the system. Data that is submitted to the system may be retained in the system if a Participating City terminates its participation.
6. Confidentiality. City staff shall take reasonable security precautions to ensure that persons not authorized to view the data do not gain access to the data. City staff shall not share any information which the City is not authorized to share, under any relevant federal or state confidentiality laws, regulations, or other restrictions applicable to client information.
7. Duration. This Agreement shall become effective on the date it is signed by two cities, and it shall become effective for a subsequently signing participating city on the date it is signed by that participating city. Regardless of the date of execution, this Agreement shall remain in effect through April 1, 2027, with automatic extensions annually, unless terminated as described in section 7.
8. Termination. Either city may terminate its participation in this Agreement without cause by giving the other city a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its annual funding responsibilities under section 3. The Lead City shall remain fully responsible for other obligations under the terms of the signed vendor agreement.

9. Notices. Notices to the cities shall be sent to the persons identified on the signature page for each city; provided that any city may substitute an alternate contact person by providing written notice thereof and provided, further, that any such substitution shall not constitute an amendment, alteration, or change to this Agreement.

| | | |
|------------------------|-------------------------|-----------------------|
| Brooke Buckingham | Jen Boone | Nico Quijano |
| Human Services Manager | Human Services Manager | Outreach Program Mgr. |
| City of Redmond | City of Kirkland | City of Bellevue |
| PO Box 97010 | 123 5th Ave | 450 110th Avenue NE |
| Redmond, WA 98073-9710 | Kirkland, WA 98033-6121 | Bellevue, WA 98004 |

10. Indemnification.

- a. 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.
- b. 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 city related to the parties' use of the software shared under this agreement. 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.
- c. The provisions of this section shall survive the expiration or termination of this Agreement.

11. 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.

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

13. Counterparts. This document may be executed by electronic mail or online contracting application 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.

CITY OF BELLEVUE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Exhibit A

The total pricing is as follows:

| | |
|------|-------------|
| 2024 | \$16,267.90 |
| 2025 | \$17,081.30 |
| 2026 | \$17,935.36 |