

**AMENDMENT NO. 1 TO THE AGREEMENT
FOR PLANNING, FUNDING, AND IMPLEMENTING A
JOINT HUMAN SERVICES APPLICATION AND FUNDING PROGRAM**

THIS AMENDMENT NO. 1 ("Amendment") is made between 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 (collectively, "Cities") and amends the Agreement for Services the parties entered into in 2013 concerning the planning, funding, and implementation of a joint human services application and funding program ("Agreement").

I. RECITALS

1.1 Through the Agreement, the City of Kent ("Kent") was appointed as the lead city to contract directly with an online grant subscription service on behalf of the Cities who have elected to participate in the online funding application portal. The Agreement specifically named an online grant service provider that Kent would utilize—Western States Arts Federation.

1.2 Kent has discussed with the Cities that it would like to transfer the joint application and funding portal to another service provider. However, because the Agreement identified a single particular service provider, it is first necessary to amend the Agreement to authorize a change in the service provider.

1.3 The Cities also wish to make other amendments to the Agreement to update notice addresses, and for efficiency purposes, to identify a representative from each of the Cities to whom authority has been delegated to authorize future amendments to the Agreement.

II. AMENDMENT

NOW THEREFORE, in consideration of the mutual intent, desire, and promises of the parties and other good and valuable consideration, the Cities agree as follows:

2.1 Online Grant Service Provider - Selection. Section 2(a) of the Agreement is revised as follows:

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 a vendor recommended by Kent and selected by the Oversight Committee as provided for in section 9 ~~Western States Arts Federation~~("Vendor"). The

other responsibilities of the Lead City are described in section 4.

2.2 Representatives Appointed. Section 7 of the Agreement is repealed in its entirety and replaced with the following:

7. Representatives Appointed. Each of the Cities shall appoint a representative (collectively "Representatives") to ~~whom authority is delegated to administer this Agreement and to authorize and sign~~ negotiate any future amendment to this Agreement as the ~~Cities' representatives~~ ("Representatives") may determine is needed.

Any notice that may be required to be given under this Agreement shall be sent to the ~~Cities' authorized~~ Representatives identified on the attached and incorporated Exhibit B, at their addresses stated therein, which Exhibit B shall be updated periodically as needed.

2.3 Oversight Committee. Section 9 of the Agreement is amended as follows:

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 appointed to the Oversight Committee need not be the same person appointed of each City shall be that person under designated in section 7 of this Agreement by the City he or she represents.

The Oversight Committee will shall meet at least annually, no later than July 31, to discuss the terms of the Agreement and oversee project management and ensure that the services required under this Agreement are fulfilled and the terms of this Agreement followed. Should the Lead City or any Participating City recommend a new service provider be procured, the Oversight Committee will oversee the selection and approval of a new vendor. A change in vendor may be authorized by the Oversight Committee if the change does not significantly alter the fee structure or require an amendment to the terms of this Agreement. 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. If significant alterations are required to the fee structure, or if an amendment is required to this Agreement, those changes may be effectuated only through a fully executed amendment to this Agreement signed by the Cities through their Representatives appointed under section 7.~~

2.4 Amendments. Section 11 of the Agreement is amended as follows:

11. Amendments. ~~This—The Oversight Committee may propose to Agreement may be amended, altered, changed or extend this Agreemented in any manner and shall seek by the mutual written consent of all Cities through their agencies' contracting authority 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.~~

2.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

2.6 Facsimile/Email Signature. Either party may execute and deliver this Amendment by telephone facsimile or by emailing a PDF version of the original signature page, and that signature shall have the same force and effect as if executed in original.

2.7 Remaining Provisions. Except as specifically amended by this Amendment, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Amendment, which shall become effective on the last date executed below.

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: _____

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 SHORELINE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF TUKWILA

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney