

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of an Memorandum of Understanding Between the Cities of Bellevue, Issaquah, Kirkland, Redmond, Bothell, Shoreline, and Woodinville for a One Year Pilot Program for Planning, Funding, and Implementation of a Joint Human Services Application and Funding Program
DEPARTMENT: Parks, Recreation and Cultural Services
PRESENTED BY: Rob Beem, Assistant Director

PROBLEM/ISSUE STATEMENT:

The City of Shoreline works collaboratively with other suburban cities in north and east King County on human service issues through a organization called the North and East Funders Group (NE Funders). The NE Funders are testing a more efficient and less costly application, review and funding process.

This Memorandum allows the seven cities to jointly administer their funding of an agency through one contract. Shoreline is approaching this as a pilot program. At our option, we could continue the program in future years. Each city will continue to make independent choices regarding funding of programs, including setting the amount of funding, and performance measures. The City of Bellevue will act as the contracting and fiscal agent in 2003. Bellevue and the agencies will provide reimbursement requests and reports to Shoreline on a quarterly basis. Cities will have the option of approving their portion of the quarterly payment, based on the agency's performance in their community. This is a pilot program and will be reviewed at the end of 2003 for possible continuation and expansion in 2004 and may include additional agencies.

FINANCIAL IMPACT:

The participation in this Memorandum of Understanding has no financial impact for the City.

RECOMMENDATION

Staff recommends that Council approve a motion to enter into a Memorandum of Understanding between the Cities of Bellevue, Issaquah, Kirkland, Redmond, Bothell, Shoreline, and Woodinville for a one year pilot program for planning, funding, and implementation of a joint human services application and funding program.

Approved By:

City Manager 

City Attorney 

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INTRODUCTION

The City of Shoreline has the opportunity to enter into a Memorandum of Understanding with other suburban cities that outlines a system regarding the planning, funding, and implementation of a joint human services application and funding program.

This is a pilot project to be implemented in 2003 and then evaluated regarding the cost and benefits of using this model in the joint funding of human service projects.

BACKGROUND

The City of Shoreline participates in a sub-regional human services planning group called the North and East Funders Group (NE Funders). The cities work collaboratively on mutual human service issues, including the development of common funding applications for the cities' human service funding (both Community Development Block Grant and general fund). A main goal of the group is to provide the local human service agencies with streamlined application and contracting activities. This is mainly accomplished with common funding applications and workshops.

To further the practice of streamlining funding activities for agencies, the NE Funders examined the idea of combining contracting activities among participating cities. It was decided to pick a program or programs that were regularly funded by a majority of the NE Funders, were receptive to being a part of the pilot project, and had a positive history of providing timely reimbursement vouchers and performance reports. The cities selected to work with the Crisis Clinic in this first year.

When looking at the potential benefits of implementing this pilot project, it became clear that there is a potential for cost savings at the individual city level, but an even greater potential benefit to the participating agencies. When presented with the pilot project, the agencies were enthusiastic and encouraged the NE Funders to move forward with it. The project will allow the human service agency to contract with one city, versus seven. The City of Bellevue will be the contracting city during the pilot project, and the NE Funders, in reviewing the pilot project, will examine what costs, if any, the City of Bellevue incurred as the contracting city.

In terms of local city control over the project, each participating city will receive quarterly performance measure reports and be able to approve (or not approve) payment for services in their city. In this way, cities will not lose any reporting or oversight capacity for the program.

Specifically, the City's participation in the Memorandum of Understanding will affect two of our human service projects, Teen Link and Telephone Services. Both are programs of the Crisis Clinic. Council approved funding for Telephone Services in the amount of \$5,000 for 2003 as part of the regular Human Services Allocations process on September 24, 2002. On December 9, 2002, the Council approved \$3,020 to fund Teen Link in 2003.

The Memorandum of Understanding allows each city to negotiate with each agency regarding the number of city residents to be served and other performance measures as

they relate specifically to each city. In this way, the City of Shoreline retains control over the level of services in our City. Additionally, each quarter the agency will submit separate billing and performance reports for each city, and each city will be allowed to review and approve payment relating to services provided in their city. In this way, each city retains the ability to control service levels within their city. This process of negotiation and quarterly review and approval mirrors our current process in Shoreline.

This pilot project will be evaluated after the first year to assess the desirability of continuation and possible expansion and what, if any, cost will be charged for administration. At that time, Shoreline will have the option to continue or opt out of the Memorandum of Understanding. Additionally, if the City of Shoreline chooses to continue in the Memorandum of Understanding, the City retains the option of funding or not funding specific programs each year, either separately or as part of the Memorandum of Understanding.

ALTERNATIVES ANALYSIS

- The preferred alternative is to enter into the Memorandum of Understanding. The benefits are as follows:
 1. Potential cost savings for the City, as we do not have to contract with the agency or process payments.
 2. The aggregate savings for the agency involved is great. They will have one contract in place, rather than seven. In this time of narrowing resources for human service agencies, building efficiencies for agencies can help them continue to provide services.
 3. It will give the NE Funders an opportunity to test this concept to see ultimately what the short and long term benefits may be in implementing joint funding of other programs.
- The second alternative is for the City to continue to contract with Crisis Clinic directly for Telephone Services and Teen Link.

RECOMMENDATION

Staff recommends that Council approve a motion to enter into a Memorandum of Understanding between the Cities of Bellevue, Issaquah, Kirkland, Redmond, Bothell, Shoreline, and Woodinville for a one year pilot program for planning, funding, and implementation of a joint human services application and funding program.

ATTACHMENTS

Attachment A: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF BELLEVUE,
ISSAQUAH, KIRKLAND, REDMOND, BOTHELL,
SHORELINE, AND WOODINVILLE FOR A ONE
YEAR'S PILOT PROGRAM, EXTENDABLE TO
SUBSEQUENT YEARS, 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 Bellevue, Issaquah, Kirkland, Redmond, Bothell, Shoreline, and Woodinville, Washington hereinafter referred to as "Cities", to provide for planning, funding, and implementation of a joint human services application and funding program.

Recitals

WHEREAS, the parties engage in activities which support human service providers in north and east King and south 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 north and east King and south Snohomish Counties; and

WHEREAS, through the Interlocal Cooperation Act, 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 such coordination of resources through this Memorandum of Understanding would result in a more efficient use of public resources and forward the concept of more efficient government.

NOW THEREFORE, by virtue of legal authority of the respective parties, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

I. Purpose of the MOU: The purposes of this MOU include the following:

- A. To provide a mechanism for the development of a joint Human Services application.
- B. To provide a mechanism for reviewing joint Human Services applications.
- C. To provide a mechanism for funding and monitoring joint Human Services programs.
- D. To set forth the Administrative Services, which the parties agree to provide to each other, and establish the estimated fees, if any, of those Administrative Services to be billed to the parties.

- E. Establish procedures for reconciling estimated Administrative Service amounts and costs with the Administrative Services actually delivered and the actual costs of those Administrative Services as billed to each party.
- F. Create a mechanism for adjusting the amount, type and cost of services requested by each party and establishes procedures for changing service levels in the future.

II. Effective Date and Term:

- A. This MOU shall become effective when it is approved a majority of by the duly authorized representatives of all of the parties, and shall remain in effect for a period of one pilot year, with extensions possible beyond that time, provided, however, that after the MOU has been in effect for one (1) year, any party may terminate its participation in this MOU without cause by giving the other parties a minimum of sixty (60) days' written notice.
- B. The terminating party shall remain fully responsible for meeting all the Human Services funding and other obligations established by this MOU through the end of the calendar year in which such notice is given, together with any other costs, including Administrative Service costs, if any, that may have been incurred on behalf of such terminating party up to the effective date of such termination.

III. Management of Human Services

- A. A Project Management Team comprising of staff to be designated by the city manager, mayor, or his or her designee of each party will manage the delivery of joint Human Services programs under this MOU.
- B. The Project Management Team or designee(s) shall meet at least quarterly, or more often if requested by the parties to this MOU, to do the following:
 - i. Plan, fund and implement a joint Human Services application and program.
 - ii. Review joint Human Services applications from Providers.
 - iii. Reconcile Provider's estimated Human Service delivery projections with actual Human Service delivery information provided to the Project Management Team by the Provider.
 - iv. Review records and Provider invoices related to the delivery of Human Services provided through this MOU.
- C. The Project Management Team will use consensus to reach agreement. In the event consensus cannot be reached, the opinion of a majority of the parties' representatives will govern.

IV. Description of Human Services

- A. The types of Human Services to be funded under this MOU will be determined through the project management team. Only agencies with

established records of reasonable duration for financial stability and clear ability to deliver services efficiently and effectively will be eligible to participate.

- B. The parties will require that each Human Service Provider, submit an application in a format approved by the Project Management Team for joint funding. At a minimum, the application will provide a cost breakdown showing the unit cost for each service provided and the estimated number of units to be provided to residents of each party.
- C. The Project Management Team will review the joint human services applications submitted by Human Service Providers, with participation by citizens seated on participating jurisdictions' human services commissions or committees, as appropriate..
- D. Each participating jurisdiction will recommend programs and levels of funding based upon direction provided by their respective legislative bodies.
- E. Each party will have until December 31st of each year to communicate its acceptance of the terms negotiated with each approved Human Service Provider. Parties shall communicate a written acceptance of the terms. 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 Provider.
- F. In the event that one party, for any reason, chooses not to provide joint funding for a Human Services Provider, the remaining parties who have accepted the terms may enter into an agreement with such Provider, but the funding to such Provider may be reduced proportionately by a fraction where the numerator equals the number of units that would have been provided to the non-participating party or parties and the denominator equals the total number of units that would have been provided to all parties
- G. When the parties agree to fund a Human Service Provider, the parties will execute a Scope of Work, Schedule and Budget, including billing schedule, criteria for payment, and schedule of payments due by each party. These documents will be attached to this Agreement as an addendum and incorporated herein.

V. Activation of Administrative Services

Administration of this agreement may require that certain Administrative Services be provided by one or more parties to this agreement on behalf of other parties to this agreement. Estimated fees for all Administrative Services to be provided by the parties are stated in Exhibit A. The parties shall not charge each other for Administrative Services that have not been included in Exhibit A.

VI. Administrative Fees

The fees for Administrative Services shown in Exhibit A represent the estimated costs for services, except that during the first pilot year, no charges will be levied. Exhibit A may be revised each year by addendum to this agreement to account for such adjustments.

VII. Billing and Payments

The lead city will send an invoice to participating jurisdictions covering each jurisdiction's agreed upon portion of the pooled contracts. Such invoices will be sent by the end of the second week of January, and jurisdictions participating in the Memorandum of Understanding will send the lead city the allocation authorized by their legislative bodies for each contract jointly entered into with Providers by the last day of February.

VIII. Hold Harmless and Indemnification

To the extent permitted by state law, and for the limited purposes set forth in this MOU, each party shall protect, defend, hold harmless and indemnify the other party, 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 II.

IX. Voluntary Agreement

This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, neither party is committing to adopt or implement any actions or recommendations that may be developed pursuant to this Agreement.

X. No Preclusion of Activities or Projects

Nothing herein shall preclude any party to this MOU 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 to this Agreement.

XI. No Third Party Rights

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any person or entity not a party thereto.

XII. Integrated Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only in writing signed by each party to this Agreement.

XIII. Notices

Any notices to be given under this agreement shall be delivered in person or mailed to the parties at the following addresses:

Authorized Representative

Donald D. Rose, City Manager
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

Authorized Representative

City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Authorized Representative

City of Redmond
15670 N. E. 85th WA
Redmond, WA 98052

Authorized Representative

Steven C. Burkett
City of Shoreline
17544 Midvale Ave N
Shoreline, WA 98133

Authorized Representative

City of Bothell
18305 101st Avenue, NE
Bothell, WA 98011

Authorized Representative

City of Issaquah
1712 12th Avenue NW
Issaquah, WA 98027

Authorized Representative

City of Bellevue
11511 Main Street
Bellevue, WA 98004

XIV. Applicable Law

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

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this
_____ day of _____ 200_.

Signed:

City of Woodinville

By: _____

Its:

Approved as to Form

By: _____

City of Bothell

By: _____

Its:

Approved as to Form

By: _____

City of Kirkland

By: _____

Its:

Approved as to Form

By: _____

City of Issaquah

By: _____

Its:

Approved as to Form

By: _____

City of Redmond

By: _____

Its:

Approved as to Form

By: _____

City of Bellevue

By: _____

Its:

Approved as to Form

By: _____

City of Shoreline

By: _____

Its:

Approved as to Form

By: _____

EXHIBIT A
ADMINISTRATIVE FEES

No fees levied in the first pilot year in 2003.

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