

## MEMORANDUM OF UNDERSTANDING AND RELEASE OF LIABILITY

between

### THE CITY OF BELLEVUE AND CITY OF KIRKLAND, CITY OF REDMOND, AND KING COUNTY

The parties to this Memorandum of Understanding and Release of Liability (Agreement) are the City of Bellevue (Bellevue), a municipality organized under the laws of Washington and the City of Kirkland, a municipality organized under the laws of Washington, City of Redmond, a municipality organized under the laws of Washington, and King County, a county organized under the laws of Washington (collectively "Regional Partners"). Bellevue and Regional Partners are referred to collectively herein as "the Parties."

#### I. RECITALS

- a. Scan Design Foundation has offered a donation of \$5,000 per participant to Bellevue to provide scholarships for up to twelve participants to attend a study tour in Denmark in October 2022 (Study Tour). The Parties recognize that Scan Design Foundation intends for its donation to be for up to nine participants from the Bellevue and up to one participant from each of the three Regional Partners, and that Scan Design Foundation wishes to make a single donation to Bellevue to fund scholarships for all 12 participants.
- b. In offering the donation, Scan Design Foundation has represented that it does not expect the Parties to provide goods, services, or special or preferential treatment in return. Scan Design Foundation has further represented that it is not currently conducting business with any of the Parties and does not intend to do so in the future.
- c. I-Sustain, a Washington non-profit organization, intends to enter into a contract with Bellevue to plan, organize, and execute the Study Tour for a payment of the \$5,000 per participant, or the amount of the donation received from Scan Design Foundation, for up to twelve participants to attend the Study Tour. The Parties recognize that I-Sustain intends for the Study Tour to be for up to nine participants from Bellevue and up to one participant from each of the three Regional Partners.
- d. The Study Tour will focus on climate sustainability and livability commitments. Bellevue recognizes that facilitating regional attendance in the Study Tour is beneficial to Bellevue for subsequent collaboration and regional planning.
- e. Regional Partner recognizes that Bellevue's facilitation of their participation in the Study Tour, through accepting the Scan Design Foundation donation and contracting with I-Sustain, constitutes due consideration for entering into this Agreement.

#### II. AGREEMENT:

The Parties agree that this Agreement is binding and enforceable under Washington law.

#### III. RESPONSIBILITIES:

- a. Bellevue will accept a donation of \$5,000 per participant from Scan Design Foundation for up to 12 participants, including up to nine participants from Bellevue and up to one participant from each Regional Partner.

b. Bellevue will enter a contract with I-Sustain for payment of \$5,000 per participant to be used for scholarships for the Parties' intended participants and that requires I-Sustain to plan, organize, and execute the study tour as detailed in the attached Statement of Work.

c. Regional Partners are not parties to the contract with I-Sustain, but under the contract are eligible for reimbursement for travel expenses of up to \$1,200 per participant from I-Sustain. Regional Partners will be responsible for seeking allowable reimbursements directly from I-Sustain and Bellevue shall not be responsible for any such reimbursement.

#### IV. RELEASE OF LIABILITY AND HOLD HARMLESS

a. No employees of Regional Partners shall be considered employees of Bellevue. Nothing in this Agreement shall be construed as an obligation for Bellevue to assume any risk regarding the contract with I-Sustain, the study trip, or any other obligations or liabilities on behalf of Regional Partners or their employees.

b. Regional Partners shall protect, defend, indemnify, and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of Regional Partners, their contractors, subcontractors, and/or the users of the Regional Partners' services and/or products.

c. Bellevue shall protect, defend, indemnify, and save harmless Regional Partners, their officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in connection with the performance of this Agreement, including but not limited to the acts or omissions of Bellevue, their contractors, subcontractors, and/or the users of Bellevue's services and/or products.

d. Bellevue and Regional Partners agree that their obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their employees or agents. In the event Bellevue or Regional Partners obtain any judgment or award, and/or incur any cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from Bellevue and Regional Partners.

#### V. MISCELLANEOUS PROVISIONS

a. **Entire agreement.** This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

b. **Amendment.** Modifications to this MOU must be in writing and be signed by each Party.

c. **Governing Law; Forum.** The Agreement will be governed by the laws of Washington and its choice of law rules. The Parties irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

d. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

e. **Nonwaiver.** Any failure by a Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the Contract.

f. **No Assignment.** Neither the Agreement nor any of the rights or obligations of the Parties arising under the Agreement may be assigned, without all Parties' prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

g. **Marks.** Regional Partner will not use any trade name, trademark, service mark, or logo of Bellevue (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without Bellevue's express prior written consent. Bellevue will not use any trade name, trademark, service mark, or logo of any Regional Partner (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the Regional Partner's express prior written consent.

h. **Notices.** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given.

i. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Contract and it shall be effective as to the last date written below:

**City of Bellevue**

Signature: \_\_\_\_\_

Printed Name: Brad Miyake

Title: City Manager

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

Approved as to form

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

Jessica Nadelman, Assistant City Attorney

**City of Redmond**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**City of Kirkland**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**King County**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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