

## AGENDA

### DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, February 18, 2021 - 5:00 PM

**NOTE:** The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than **4:00 p.m. day of the meeting**. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than **4:00 p.m. day of the meeting** to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at [www.desmoineswa.gov](http://www.desmoineswa.gov).

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

## CORRESPONDENCE

[Council Correspondence](#)

## COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

## ADMINISTRATION REPORTS

FINANCE PRELIMINARY 2020 CLOSE

SUMMARY OF AVIATION ACTIVITY

- Recommend approval of new StART member, Peter Philips

## CONSENT CALENDAR

APPROVAL OF VOUCHERS

**Motion** is to approve for payment vouchers and payroll transfers through February 11, 2021 in the attached list and further described as follows:

|                           |                |               |
|---------------------------|----------------|---------------|
| Total A/P Checks/Vouchers | #161952-162086 | \$ 923,309.05 |
| Electronic Wire Transfers | # 1593-1605    | \$ 551,452.57 |
| Payroll Direct Deposit    | # 19396-19397  | \$ 3,136.38   |
| Payroll Checks            | # 30001-30135  | \$ 360,183.38 |
| Payroll Direct Deposit    | # 19398-19399  | \$ 1,963.97   |
| Payroll Checks            | # 50001-50146  | \$ 368,847.61 |

Total Checks and Wires for A/P and Payroll: \$2,208,892.96

[Consent Item 1](#)

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

**Motion** is to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$25,000 for maintenance and repair for the Minor Home Repair Program substantially in the form as submitted.

[Consent Item 2](#)

## BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

## PRESIDING OFFICER'S REPORT

## EXECUTIVE SESSION

**NEXT MEETING DATE**

March 4, 2021 City Council Regular Meeting

**ADJOURNMENT**

## Bonnie Wilkins

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**From:** Darrellyn B <darrellyn77@hotmail.com>  
**Sent:** Tuesday, February 16, 2021 2:46 PM  
**To:** \_CityCouncil  
**Subject:** Proposal for hazard pay for certain workers

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Council Members;

I am writing to express my opinion on the proposal of mandating a \$4 hazard pay for companies of 50 employees, that Anthony Martinelli has suggested on Facebook. He stated "If you support this, please send an email to the full city council".

I do NOT support this but am writing anyway.

1. This is an attack on the larger employers and not an equally implemented on all employers. Many larger employers already pay in more benefits, ie. healthcare, retirement, sick and vacation pay, etc. than small employers. If this is just for grocery stores, they are no more hazard than other companies.
2. This is discriminating to the employees that work for a smaller company by not giving them an equal increase in pay when the hazard is the same for all. This hazard "Covid-19" does not discriminate.
3. Anthony's original post said this hazard pay would be until the pandemic is over. Covid 19 may never go away, like the flu. This sounds like a mandatory increase in minimum wage for some and not all and will last forever. This would nearly be a 30% or higher pay increase for the companies to come up with immediately is a big impact. They have already put forward much money for Covid 19 preventions.
4. Many employees do not benefit with a pay increase as it effects their tax brackets and benefits, they pay out more and see very little difference if any. Some jobs may be sacrificed to cover the cost, forcing the other workers to work harder or are replaced by automation.
5. Most pay increases will increase the cost of products, which will NEVER go down once they go up. This effects all people, not just the employees and with unemployment so high this is not a good proposal. Jobs may also be lost to the added cost to do business or automation replacing the employee and possibly stores closing such as QFC closing two stores in Seattle due to the extra hazard pay.
6. "Real income is also reduced for nearly all people because increases in the price of goods and services weaken families' purchasing power," the CBO reported. (statement is from CBO is Congressional Budget Office in an article about raising minimum wage: <https://www.msn.com/en-us/money/markets/biden-s-15-minimum-wage-plan-here-s-who-it-might-help-and-hurt/ar-BB1b3tjK>

Please do not implement this proposal. This is not the economy to raise wages and prices. Thank you.

Sincerely,  
Darrellyn Black

Sent from [Outlook](#)

**Bonnie Wilkins**

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**From:** Liz B <elizabeth.burn@gmail.com>  
**Sent:** Friday, February 12, 2021 2:03 PM  
**To:** Michael Matthias; \_CityCouncil  
**Subject:** City Council & Committee Meetings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Happy New Year. Hoping this finds all of you and your loved ones healthy.

This email is to request that the City of Des Moines post all committee meetings on Youtube and to our City's website so that all members of the family are able to view them when possible. Thank you so much for your attention to this matter.

Sincerely,  
Elizabeth and Malcolm Burn  
Des Moines, WA 98198

**Bonnie Wilkins**

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**From:** noreply@civicplus.com  
**Sent:** Friday, February 12, 2021 9:49 PM  
**To:** Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton  
**Subject:** Online Form Submittal: Council / Public Meeting Comments

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

### Council / Public Meeting Comments

*Your name and the subject of your comment will be read into the record at the next available City Council meeting.*

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name | Tad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Last Name  | Doviak                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Address1   | 25747 19th Ave. S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| City       | Des Moines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| State      | WA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Zip        | 98198                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Phone      | 2067945516                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Email      | taddoviak@gmail.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Subject    | Paving residential streets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Comment    | <p>My street, 19th Ave S between 257th and 259th, is so bad that people drive on the wrong side of the road to avoid all the bumps and potholes. I have lived here for 14 years and it's never been paved in that time. My neighbor and I pointed out some serious settling issues two years ago. A crew came out, dug a trench, patched it and left it worse than it was when they started. I tried the weekly emails to get someone to come out, but no one responded.</p> <p>We need a comprehensive plan to repave residential streets. There are people with back and neck problems who don't drive to the store or doctor's appointments because it hurts too much to drive a block or two to the arterial nearby.</p> |

Do you wish to be  
contacted by the City  
Clerk's Office with  
instructions on how to  
participate in the City  
Council Zoom meeting?

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No

Email not displaying correctly? [View it in your browser.](#)

**Bonnie Wilkins**

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**From:** delilah.flynn2@yahoo.com  
**Sent:** Thursday, February 18, 2021 9:12 AM  
**To:** \_CityCouncil  
**Subject:** The Masonic Home

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Sirs,

I just read about the proposed demolition of The Masonic Home in Des Moines Wa. Please don't let it happen! So many of our important land marks are being sold off and demolished! This building is Magnificent. It gives Des Moines visual and historic character.

The Masonic organizations were a fiber in American history that gave pioneers moral compass. They built America! How could it be replaced with anything equal in meaning and interest?

I'm sure we can find a worth while public use for it. How about getting people off the streets.

Cheers

**Delilah Flynn**

Here's my land line. No texting  
206 632-2353

**Bonnie Wilkins**

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**From:** Barbara McMichael <bkmonger@nwlinc.com>  
**Sent:** Thursday, February 18, 2021 2:23 PM  
**To:** \_CityCouncil; stephanie.bowman@portseattle.org; fred.felleman@portseattle.org; sam.cho@portseattle.org; ryan.calkins@portseattle.org; peter.steinbrueck@portseattle.org  
**Subject:** Port of Seattle purchases WSDOT property

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Des Moines City Councilmembers and Port of Seattle Commissioners:

I am experiencing a real disconnect here.

Last week: I was shocked to learn that the Port of Seattle is in the midst of acquiring 14 acres of surplus WSDOT land to create YET ANOTHER industrial "park" along S 216th Street in Des Moines.

This week: I get the Green City Partnerships bulletin from Forterra, with the Port of Seattle logo emblazoned across the top of messaging that claims the Port of Seattle's ACE Fund supports an effort "to restore and care for our local urban forests."

Over the years, I have participated two different times in Des Moines Parks and Recreation's long-range planning. Each of these volunteer stints took several months of participation and required hours of evening meetings as well as research out in the field. I remember that when the WSDOT property came up for discussion, my fellow citizen participants and I understood that the WSDOT land that was not going to be used for extending the freeway through Des Moines would instead become part of the connecting corridor for our trails system.

Let me make this clear: by acquiring more land and cutting down more trees, the Port is most emphatically NOT sincere in restoring and caring for our local urban forests. And by allowing this development to happen, the City of Des Moines is NOT protecting its community nor is it abiding by the planning and desires of its citizens.

In just the past couple of years, Des Moines has already lost thousands of mature trees (and a precious carbon sink) to the last Port of Seattle development located at S 216th and 24th Avenue S. Enough is enough.

As our elected policymakers, you are making a decision that is harmful to the health of our community and that will further contribute to climate change. This really matters.

I urge you to think globally, and act locally. Reconsider this project.  
Do not take out these trees. The Port needs to stop metastasizing throughout our community.

I take this very seriously, and I would like to hear back from each one of you to hear how you can possibly justify this. The economic argument cannot stand up to the immense cumulative damage you are wreaking on our health and the health of our environment.

Sincerely,

Barbara McMichael  
22810 Thunderbird Drive

Des Moines, WA 98198

**Bonnie Wilkins**

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**From:** Ev and Rhonda Tustin <evtustin@hotmail.com>  
**Sent:** Friday, February 12, 2021 7:49 PM  
**To:** \_CityCouncil  
**Subject:** Do not demolish!

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please do not demolish the historical Landmark on the Sound! This building should be preserved and taken care of for all of history.

What a terrible shame if you allow this building to be destroyed and some terrible new building to stand in its place.

Protect our history, protect this building!!!

Sincerely,

Ev and Rhonda Tustin  
Huntington Park West  
Des Moines, Washington

This building should be hi

Sent from my iPhone

**February 18, 2021**

**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **February 18, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through February 11, 2021 and payroll transfers through February 5, 2021 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

|                                          |           | # From |       | # To   | Amounts      |            |
|------------------------------------------|-----------|--------|-------|--------|--------------|------------|
| Claims Vouchers:                         |           |        |       |        |              |            |
| Total A/P Checks/Vouchers                |           | 161952 | -     | 162086 | 923,309.05   |            |
| Electronic Wire Transfer                 |           | 1593   | -     | 1605   | 551,452.57   |            |
| Total claims paid                        |           |        |       |        | 1,474,761.62 |            |
|                                          |           |        |       |        |              |            |
| Payroll Vouchers                         |           |        |       |        |              |            |
| Payroll Checks                           | 1/20/2021 |        | 19396 | -      | 19397        | 3,136.38   |
| Direct Deposit                           |           |        | 30001 |        | 30135        | 360,183.38 |
| Payroll Checks                           | 2/5/2021  |        | 19398 | -      | 19399        | 1,963.97   |
| Direct Deposit                           |           |        | 50001 |        | 50146        | 368,847.61 |
| Total Paychecks/Direct Deposits paid     |           |        |       |        | 734,131.34   |            |
| Total checks and wires for A/P & Payroll |           |        |       |        | 2,208,892.96 |            |

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.

ATTACHMENTS:

1. Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.
2. Revised Exhibit A – 2020 Funds

FOR AGENDA OF: February 18, 2021

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: February 10, 2021

CLEARANCES:

- ☒ Community Development Susan M. Cey  
☐ Marina \_\_\_\_\_  
☐ Parks, Recreation & Senior Services \_\_\_\_\_  
☐ Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: Dip J.

- ☒ Legal /s/ TG  
☒ Finance Colleen W.  
☐ Courts \_\_\_\_\_  
☐ Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this item is to seek Council approval of revised Exhibit A (Attachment 2) to the existing Interlocal Agreement (Attachment 1) between the Cities of SeaTac, Des Moines, Covington, and Tukwila for planning, funding and implementation of a Joint Minor Home Repair (MHR) Program. The Agreement shall remain in effect in an ongoing basis so long as funds are available. Des Moines' updated share of the Community Development Block Grant funds provided by King County for the program is \$25,000 to provide maintenance and repairs. No City funds are used for the Program. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion: "I move to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$25,000 for maintenance and repairs for the Minor Home Repair Program substantially in the form as submitted."**

### **Background**

The King County Department of Community and Human Services Community Services Division requested project proposals for consideration by the King County Community Development Block Grant (CDBG) Consortium. Request for Proposal (RFP) applications were available for non-profit organizations and public agencies to request funds for the following types of projects:

- community facilities: acquisition, construction or rehabilitation
- public improvements: acquisition, construction or rehabilitation
- other: minor housing repair, economic development, employment services through a Community Based Development Organization (CBDO) and other activities consistent with the objectives of the King County Consortium Housing and Community Development Plan and federal CDBG regulations at 24 CFR Part 570.

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development. The primary objective of the CDBG Program as set forth by Congress is “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are considered low and moderate income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Interlocal Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Suburban Cities Association to advise the County Executive on CDBG funding and policy decisions.

### **Discussion**

The Minor Home Repair program provides minor home repair and maintenance for low and moderate income homeowners in the City of Des Moines. The program is intended to assist homeowners who are having a difficult time maintaining their home. The program is a tool that the cities can use to both meet a human service need of maintaining the safety and health of the occupants, as well as preserve the dwelling and/or conserve energy. The service also contributes to a more positive image of Des Moines single-family neighborhoods. The program is coordinated by the Permit Coordinator.

The City of Des Moines has been a recipient of these funds since 2006. Throughout that time, staff has met all requirements of King County for the proper expenditure of grant funds. With 2019 funds, distributed throughout 2020, the City’s share allowed 21 projects to be completed for 12 low to moderate income families. These projects provided necessary repair and maintenance that helped our citizens stay in their homes.

The partnered Cities of Tukwila, SeaTac, Covington and Des Moines again submitted a competitive joint application for 2020 funds, and were awarded \$104,000. The Des Moines’ share is \$25,000. The program will continue to be administered by the City of Tukwila, who will serve as the fiscal agent for the four cities, as well as handle the administration with King County. Each city will hire their own contractors, screen their clients, and make referrals. Tukwila will advance the money to Des Moines, administer the paperwork, and request reimbursement from King County. The majority of the federal requirements are met by Tukwila as they administer the program and are responsible for the distribution

of the funds. There are no changes to the signed 2013 agreement, which will remain in effect on an ongoing basis so long as funds are available.

**Alternatives**

The Council could choose not to approve revised Exhibit A of the Interlocal Agreement, and withdraw from the partnership. This would eliminate the funding for the minor home repair program, and eligible low to moderate income homeowners in the community would not receive funds for repair of their homes.

**Financial Impact**

Des Moines share of the Community Development Block Grant funds provided by King County for the program is \$25,000 to provide maintenance and repairs. If the revised Exhibit A of the Interlocal Agreement is accepted, the City will incur some staff costs for administering the program, paying invoices, submitting reimbursement requests and receipting reimbursements from Tukwila. Tukwila will advance the money to Des Moines, and then collect from King County.

**Recommendation**

Finance and Legal Departments concur, and recommend approval of revised Exhibit A of the Interlocal Agreement.

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**COPY**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES  
MOINES, COVINGTON, AND THE CITY OF TUKWILA FOR  
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR  
HOME REPAIR PROGRAM**

**THIS INTERLOCAL AGREEMENT** ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of SeaTac ("SeaTac"), the City of Des Moines ("Des Moines"), the City of Covington ("Covington"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

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

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

WHEREAS, the Cities are signatories to a preceding interlocal agreement for the planning, funding, and implementation of a joint minor home repair program dated February 29, 2012 (the "Former Agreement"); and

WHEREAS, one of the participants to the Former Agreement has recently terminated its participation in the Former Agreement and the Cities wish to enter into a new interlocal agreement for the planning, funding, and implementation of a joint minor home repair program from this point forward;

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. Tukwila's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Block Grant for a minor home repair program for Des Moines, Tukwila Covington, and SeaTac.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between Tukwila and King County.

6) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

7) Reimburse SeaTac, Covington, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

#### B. SeaTac's Duties

1) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

#### C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

#### D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between Tukwila and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to Tukwila for reimbursement.

#### E. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. However, if a City is unable to spend its portion of the funds by the 3<sup>rd</sup> quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair. Fund allocation shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Exhibit A shall be amended annually and all subsequent amended Exhibit As shall automatically supersede the prior Exhibit A and be fully incorporated herein upon distribution of each amended Exhibit A to all of the Cities by the administrative agent.

3) Abide by additional requirements outlined in the agreement between Tukwila and King County for a minor home repair program, which is attached hereto as Exhibit B and incorporated herein by this reference. Exhibit B shall be amended annually and all subsequent amended Exhibit Bs shall automatically supersede the prior Exhibit B and be fully incorporated herein upon distribution of each amended Exhibit B to all of the Cities by the administrative agent.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given. The administrative agent is authorized to terminate the participation of any City that does not fulfill its obligations as set forth in this Agreement. Written notice of such termination shall be mailed to each City and shall become effective upon said mailing.

7) Notices. Notices to the Cities shall be sent to the following persons:

| City       | Contact                                                                                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SeaTac     | Human Services Manager, currently Colleen Brandt-Schluter<br>4800 S. 188 <sup>th</sup> Street,<br>SeaTac, WA 98188<br>206-973-4815; cbschluter@ci.seatac.wa.us            |
| Des Moines | Tina Hickey<br>21630 11 <sup>th</sup> Ave S, Suite D<br>Des Moines, WA 98198-6398<br>206-870-6558; Thickey@desmoineswa.gov                                                |
| Covington  | Personnel Division/Human Services, currently Victoria Throm<br>16720 SE 271 <sup>st</sup> Street, Ste. 100<br>Covington, WA 98042<br>253-480-2411; vthrom@covingtonwa.gov |
| Tukwila    | Human Services Manager, currently Evelyn Boykan<br>6200 Southcenter Blvd,<br>Tukwila, WA 98188<br>206-433-7180; evie.boykan@tukwilaWA.gov                                 |

8) Indemnification. Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

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. 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.

9) Insurance. Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) Applicable Law; Venue; Attorney's Fees. This Interlocal 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 Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) Counterparts. This document may be executed in any number of counterparts, each of which shall be considered an original.

12) Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities. Amendments or modifications to this Interlocal shall not require the approval of the Cities' legislative bodies.

13) Former Agreement Terminated and Superseded. The Former Agreement between the Cities is hereby terminated and superseded by this Interlocal.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 2nd day of December, 2012.

CITY OF SEATAC

By: Todd Cutts  
Todd Cutts, City Manager

Date: 11/14/13

Attest: \_\_\_\_\_  
[Printed Name]  
Title: \_\_\_\_\_

Approved As To Form:

Mark S. Johnson, Sr.  
Mark S. Johnson, Sr. Assistant City Attorney

CITY OF TUKWILA

By: Jim Haggerton  
Jim Haggerton, Mayor

Date: 12-2-13

Attest: Christy O'Flaherty  
[Printed Name] Christy O'Flaherty  
Title: City Clerk

Approved As To Form:

Shelley M. Kerslake  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: Anthony A. Piasecki  
Anthony A. Piasecki, City Manager

Date: 11/1/13

Attest: Bonnie Swilkins  
[Printed Name] Bonnie Swilkins  
Title: City Clerk

Approved As To Form:

Tim George  
Tim George, Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson  
Derek Matheson, City Manager

Date: 10/31/13

Attest: Sharon Scott  
[Printed Name] Sharon Scott  
Title: City Clerk

Approved As To Form:

Sara Springer  
Sara Springer, City Attorney

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### **EXHIBIT A – 2020 Funds**

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

**Contract Year 2021 utilizing 2020 funds**

| Name of Agencies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Participating Cities & Funding          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Qualified contractors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Tukwila - Lead City \$25,000            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Covington \$25,000                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Des Moines \$25,000                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SeaTac \$25,000                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>HCD Environmental Review</u> \$4,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>TOTAL \$104,000</b>                  |
| <p><b>Notices to the Cities shall be sent to the following persons:</b></p> <p><b><u>City of Covington:</u></b><br/> Julie Johnston – 253-480-2411<br/> <a href="mailto:jjohnston@covingtonwa.gov">jjohnston@covingtonwa.gov</a></p> <p><b><u>City of Des Moines:</u></b><br/> Tina Hickey – 206-870-6558<br/> <a href="mailto:thickey@desmoineswa.gov">thickey@desmoineswa.gov</a></p> <p><b><u>City of SeaTac:</u></b><br/> Kim Cooper – 206-973-4815<br/> <a href="mailto:kcooper@ci.seatac.wa.us">kcooper@ci.seatac.wa.us</a></p> <p><b><u>City of Tukwila</u></b><br/> Stacy Hansen – 206-433-7180<br/> <a href="mailto:Stacy.hansen@tukwilawa.gov">Stacy.hansen@tukwilawa.gov</a></p> |                                         |