

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, April 28, 2022 - 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 completing a [council comment form](#) 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 complete the [council comment form](#) 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 meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

[Public Comments](#)

CITY MANAGER REPORT

- Item 1. AMERICAN RESCUE PLAN ACT UPDATE
[American Rescue Plan Act \(ARPA\) Update](#)

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through April 01, 2022 and payroll transfers through April 05, 2022 in the attached list and further described as follows:
- | | | |
|---------------------------|----------------|--------------|
| ACH/EFT Vendor Payments | #786-849 | \$769,505.57 |
| Electronic Wire Transfers | #1945-1952 | \$376,653.95 |
| Accounts Payable Checks | #163836-163886 | \$294,071.50 |
| Payroll Checks | #19476-19479 | \$10,259.42 |
| Payroll Direct Deposit | #1113-1264 | \$390,857.33 |
- Total Checks and Wires for A/P and Payroll: \$1,841,347.77
[Approval of Vouchers](#)
- Item 2. MENTAL HEALTH AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing May as Mental Health Awareness Month.
[Mental Health Awareness Month Proclamation](#)
- Item 3. AFFORDABLE HOUSING WEEK PROCLAMATION
Motion is to approve the Proclamation recognizing May 8-14, 2022 as Affordable Housing Week.
[Affordable Housing Week Proclamation](#)
- Item 4. SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 14, 2022.
[South Sound Boating Season Opening Day Proclamation](#)
- Item 5. DES MOINES MUNICIPAL COURT AND FEDERAL WAY MUNICIPAL COURT INTERLOCAL AGREEMENT FOR SHARING OF PEER SUPPORT SERVICES
Motion is to approve the Interlocal Agreement between Des Moines Municipal Court and Federal Way Municipal Court for the purpose of sharing peer support services and authorize the City Manager to sign the Interlocal Agreement substantially in the form as submitted.

[Des Moines Municipal Court and Federal Way Municipal Court Interlocal Agreement for Sharing of Peer Support Services](#)

- Item 6. PORT OF SEATTLE ECONOMIC DEVELOPMENT GRANT
Motion is to accept the Port of Seattle Economic Development Partnership Program grant in the amount of \$66,200 and authorize the City Manager to sign the grant agreement substantially in the form as attached.

[Port of Seattle Economic Development Grant](#)

- Item 7. SETTLEMENT AGREEMENT AND RELEASE – DES MOINES LEGACY FOUNDATION
Motion is to approve the Settlement Agreement and Release with the Des Moines Legacy Foundation and authorize the City Manager to sign the Agreement substantially in the form as submitted.

[Settlement Agreement and Release – Des Moines Legacy Foundation](#)

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

May 05, 2022 City Council Regular Meeting

ADJOURNMENT

Bonnie Wilkins

From: notification@civiclive.com
Sent: Wednesday, April 27, 2022 11:12 PM
To: _CityCouncil
Subject: Contact Information 2022-04-27 11:12 PM(PST) Submission Notification

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

Contact Information 2022-04-27 11:12 PM(PST) was submitted by Guest on 4/28/2022 2:12:17 AM (GMT-08:00) US/Pacific

Name	Value
First Name	Liz
Last Name	Taylor
Address1	25811 19th Ave S
City	Des Moines
State	WA
Zip	98198
Phone	8138437983
Email	bstace43@gmail.com
Subject	Animal Control Officer
Comment	I would like to advocate for an animal control officer to be hired asap. A lot of folks do not want to involve police in animal control issues so they may not report. We also do not want to confront people ourselves about animal control issues. This is why we are in NEED of an animal control officer to be the bridge between neighbors so we can all feel safe in our communities. We all should be able to take a walk without fear of getting attacked by a loose dog. Plus the pets also deserve a good life and if there is neglect they should be re-homed. Please take care of this issue asap and hire an animal control officer in some capacity. Thank you.
Do you wish to speak at the City Council meeting?	Yes
wantCopy	True
Email address	bstace43@gmail.com

To view this form submission online, please follow the link below:

review_url

Bonnie Wilkins

From: notification@civiclive.com
Sent: Thursday, April 28, 2022 11:53 AM
To: _CityCouncil
Subject: Contact Information 2022-04-28 11:53 AM(PST) Submission Notification

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

Contact Information 2022-04-28 11:53 AM(PST) was submitted by Guest on 4/28/2022 2:53:02 PM (GMT-08:00) US/Pacific

Name	Value
First Name	Marnie
Last Name	Sevores
Address1	22018 13th Avenue South
City	Des Moines
State	WA
Zip	98198
Phone	206-683-4217
Email	sevores@comcast.net
Subject	Animal Control Update
Comment	
Do you wish to speak at the City Council meeting?	Yes
wantCopy	True
Email address	sevores@comcast.net

To view this form submission online, please follow the link below:

review_url

AMERICAN RESCUE PLAN ACT (ARPA) UPDATE – COUNCIL APPROVED EXPENDITURES

CITY COUNCIL REVIEWED AND APPROVED ARPA EXPENDITURES AT THEIR MEETING OF SEPTEMBER 16, 2021.

TONIGHT WE WANT TO PROVIDE AN UPDATE OF THE STATUS OF ARPA FUNDS.

ARPA REPORTING

- The City received word late last Summer that the Federal Government was going to be providing ARPA funds to municipal jurisdictions.
- ARPA funds were included in the 2022 budget however,
- It was only until recently the Federal and State Governments determined the appropriate reporting mechanisms and requirements for ARPA.
 - The City, this past week, submitted its first ARPA reporting to the Federal Government.
 - Documentation.
- One of the most significant aspects of federal rule making was to allow cities receiving less than \$10M to attribute all potential costs to lost revenue.
- ARPA Funds can be designated through 2024 and paid through 2026.

PARKS PROGRAM SUPPORT

PROGRAM EXPENDITURES:	Total	2021	2022	2023	2024
PARKS PROGRAM SUPPORT	\$868,000	-	\$434,000	\$434,000	-
Includes additional \$66K for park security (new FTE) to enhance safe access to SJU	\$132,000	-	\$66,000	\$66,000	-
	\$1,000,000	-	\$500,000	\$500,000	-

- Safety enhancements for SJU Park facilities focusing on added security by means of increased staffing.
- Regional staffing challenges persist for all sectors.

FIELD HOUSE PLAY EQUIPMENT

PROGRAM EXPENDITURES:	Total	2021	2022	2023	2024
Field House play equipment project	\$100,000	\$50,000	\$50,000	-	-

- \$100K designated to an inclusive playground at Des Moines most highly trafficked park, Field House Park.
- Past play equipment is 15+ years old, and replacement has been a CIP project plan for the past few years, as well as a priority from our 2022 Parks Master Plan.
- Total project cost will be higher, working on other funding sources and timeline currently.

MARINA INFRASTRUCTURE

PROGRAM EXPENDITURES:	Total	2021	2022	2023	2024
Marina Infrastructure/Soft Costs	\$1,750,000	-	\$1,000,000	\$750,000	-

Marina Redevelopment

PROGRAM EXPENDITURES:	Total	2021	2022	2023	2024
Marina Redevelopment Community Presentation Materials	\$20,000	-	\$20,000	-	-

- Coordinating with Matty Photography for multimedia materials.
- Same contractor that provided the recent Drone/Tour of Marina video.



MARINA/BEACH PARK PEOPLE MOVERS

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Marina/Beach Park People Movers	\$50,000	-	-	\$50,000	-

- We are looking to purchase two 8-passanger electric golf cart shuttles that operate on a long lasting lithium-ion battery.
- Environmental sustainability is a key feature of the Marina.
- Due to supply chain issues, supplier communicated they will not be able to manufacture until 2023.
- Open to other options that have a daily lifespan of 8-hours or more.

ICON i80
8 passenger, lithium-ion battery-powered golf cart



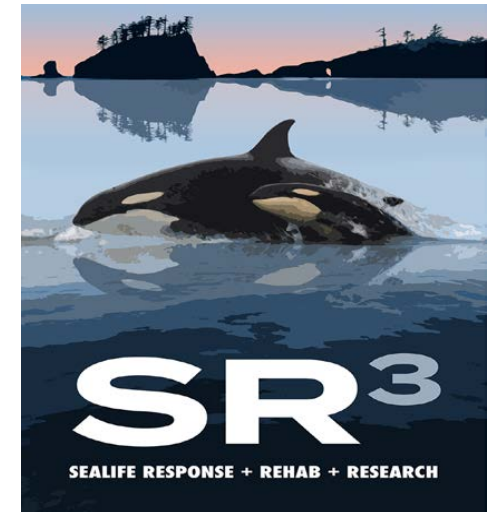
- ✓ LED Headlights, LED Taillights, Turn Signals, Fold Down Windshield, Seatbelts, Side Mirrors, 4 wheel braking, battery charger,
- ✓ RoyPow Lithium Battery S51160P 51v 160ah range up to 70 miles, Including automatic onboard charger, 5-year warranty
- ✓ Custom Enclosure 6 doors, zip-up windows, windshield seals, on a steel frame, Rear Curtain, Sunbrella Material
- ✓ Two Year Manufacture Warranty, Street Legal, Toyota® controllers and Toyota® Advanced AC Motors

Cost estimate for 2 units, including sales \$39,034.27

SR3

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
SR3	\$75,000	-	\$75,000	-	-

- SeaLife Response Rehabilitation and Research (SR3) is a non-profit marina mammal hospital. The donation contributes to sustaining life and environmental quality in Puget Sound.



TENANT RESTROOM

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Tenant Restroom	\$400,000	-	\$400,000	-	-

- \$397,000 in Marina Capital Funds have been programmed for the project.
- The City's General Fund is contributing \$400,000 of ARPA funding to help support this project.
- Current available project budget: \$733,000:
 - o *\$64,000 has already been spent on preliminary architectural and design work.*
- We are currently working with Exeltech engineering to design the South Tenant restroom.
- Current preliminary cost estimates for design and construction: \$1,083,000.
- We will need to address the funding gap as part of the 2023 Budget process: \$350,000

POLICE DEPARTMENT

PROGRAM EXPENDITURES	TOTAL	2021	2022	2023	2024
Evidence Van	\$60,000	\$60,000	-	-	-
Body Cams and Program Consultant	\$250,000	\$100,000	\$85,000	\$35,000	\$30,000
Police Vehicles (3) & Social Worker vehicles (2)	\$355,000	-	\$355,000	-	-
New Police Officers (2)	\$830,000	-	\$276,665	\$276,665	\$276,670
Lease of Redondo Square space for integrated police agencies	\$63,000	-	\$21,000	\$21,000	\$21,000

- Hired 2 new officers effective 1/1/2022.
- Police (3) vehicles and social (2) worker vehicles have been ordered.
- Evidence Van – Ordered a Nissan Rogue.
- Body Cam Consultant - \$71,676 and \$25,519 in camera equipment for a total of \$97,195.
- Lease of Redondo Square – approximately 3 years of lease payments starting April 1, 2021.

POLICE DEPARTMENT

PROGRAM EXPENDITURES	TOTAL	2021	2022	2023	2024
MENTAL HEALTH SUPPORT/WITH POLICE PROGRAM (NONPROFIT)					
includes 2 social worker contract positions	\$250,000	-	\$100,000	\$75,000	\$75,000

MUNICIPAL COURT

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
MUNICIPAL COURT	\$550,000	\$50,000	\$250,000	\$250,000	-

SCORE

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
SCORE	\$250,000	-	\$150,000	\$150,000	-

- \$250,000 for 2021 and 2022 revenue loss – currently working with SCORE on reconciliation.

TENANT EVICTION RESOURCES

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Tenant Eviction Resources	\$250,000	\$250,000	-	-	-

- Entered into a contract with Catholic Community Services beginning in January 1, 2022.
- Serves residents with rent assistance and eviction prevention.
- In the 1st Quarter, 8 households (23 individuals) were served for a total of \$23,412:
 - Preventing all 8 households from eviction.
- Criteria for rental assistance:
 - Des Moines Resident.
 - Under 50% Area Median Income.
 - Impacted due to COVID-19.
- Rent Assistance is capped at \$5,000 per household.

TENANT EVICTION RESOURCES

- More than ever, funds are critical to assist residents with the ongoing challenge of lost wages, overdue rent, and the struggle to support ones family that this pandemic has caused.
- The City of Des Moines is proud to announce a partnership with Catholic Community Services of Western Washington to facilitate the application process and payments of these ARPA funds directly to our residents.
- Over the next few weeks we will begin outreach to rental complexes within our community to make residents aware of the help that is available.
- The Catholic Community Services intake line is available on Fridays from 10:00am-noon. The number for clients to call is (253) 850-2523.
- More information can be found on the website:
 - [Emergency Assistance - Catholic Community Services and Catholic Housing Services of Western Washington \(ccsww.org\)](https://ccsww.org)

UTILITY ASSISTANCE PROGRAM

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Utility Assistance Resources	\$250,000	-	\$125,000	\$125,000	-

- Program launched in March and is currently on-going while funds are available.
- Application Requirements include:
 - Household Income cannot exceed 100% AMI (Self-Certify)
 - Residential Account in Des Moines
 - Request is for a PSE account
- 34 Applications have been approved, paying out over \$20,000 in Utility Assistance thus far.



WORKFORCE TRAINING GRANTS

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Workforce Training Grants	\$125,000	-	\$125,000	-	-

- Contract for 2022-2024.
- 20 Workforce Training and Pre –Apprenticeship Tuition Scholarship Grants to be awarded to members of our community.
\$110,000 will be applied directly towards grant funding, while \$15,000 will be directed towards the marketing of the program.
- Each grant is valued at \$5k. $5k \times 20 = 120k$. Remaining 5k to go towards printed material, events and targeted outreach efforts by ANEW in our community.
- Additionally, Court Support Services staff can make referrals to the job training program.



HEALTH CARE SUPPORT

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Health Care Support	\$200,000	-	\$75,000	\$75,000	\$50,000

Enhance Human Services

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Enhance Human Services Committee Budget – 1% of General Fund	\$75,000		\$75,000	-	-

Emergency Transitional Housing

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Emergency Transitional Housing	\$300,000	-	\$100,000	\$100,000	\$100,000

METRO

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
METRO	\$250,000	-	\$125,000	\$125,000	-

- Community Shuttle offering weekday and Saturday service between Angle Lake Station and Des Moines Marina District.
- Scheduled service/fixed route.
- Reservation/flexible routing within Wesley Homes service area.
- Supports emergency response and transportation alternatives.
- Supports economic development.
- Assuring multi-modal options for potential ferry service.

ADDITIONAL TRAFFIC CALMING

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Additional Traffic Calming (Permanent Radar Feedback Signs)	\$100,000	-	\$100,000	-	-

- Design, purchase, and installation of additional permanent traffic radar feedback (speed) signs throughout the City.
- Completion expected by end of 2022/early 2023.

ADA Compliance Program

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
ADA Compliance program	\$100,000	-	\$100,000	-	-

- Continued ADA Compliance focusing on sidewalk lifts, panel replacements, and curb ramp upgrades.

EMERGENCY ASSISTANCE TAKEOUT FOR SENIORS (E.A.T.S.)

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
E.A.T.S.	\$210,000	\$90,000	\$120,000	-	-

- Relief provided to local restaurants serving the City of Des Moines – **23 Restaurants/Food Establishments.**
- Takeout meal tickets provided to our seniors (125 each week) – **Over 6,000 meals served.**
- Restaurants receive economic relief and additional patronage and marketing - **\$120,000 has been infused into our small business community.**



SMALL BUSINESS GRANTS

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Small Business Grants	\$500,000	-	\$250,000	\$250,000	-
Includes Regional Partnership	\$64,000	\$32,000	\$32,000	-	-

- Coordinated with a third party provider to develop an application portal.
- Program will be accepting applications starting May 3 through July 1, 2022.
- Total amount available (after 3rd party fee) is approximately \$450,000, which will be divided up amongst the approved small business applications.
- DesMoinesGrantRelief.com goes live at 12:00 p.m. on May 3, 2022.



BUDGET PUBLISHING SOFTWARE

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Budget Publishing Software	\$35,000	-	\$35,000	-	-

- Budget Book Software – Spent \$22,590 for initial subscription – to be used for the 2023 Budget.

ARPA admin support

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
ARPA Administration support to implement approved proposals	\$150,000	-	\$150,000	-	-

- ARPA Administration support to implement approved proposals.
- Hiring Staff Accountant effective July 1, 2022 to backfill current Staff Accountant that will assist with ARPA activity and compliance.

EMERGENCY MANAGEMENT COMPREHENSIVE PLAN

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Emergency Management Comprehensive Plan	\$8,000	\$8,000	-	-	-

- The City of Des Moines Comprehensive Emergency Preparedness Plan (CEMP) was due to the state in early 2022.
- The City of Des Moines hired a consultant to assist the Emergency Manager in gather information from each depart to build the plan.
- Plan was completed and submitted to the state for review in February of 2022.

FOOD TRUCKS – LIMITED TERM

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Food Trucks – Limited Term	\$60,000	-	\$50,000	\$10,000	-

- Pushed to 2023 based on consultant availability.
- Plan is to work with Washington State Food Truck Association to provide actionable changes to improve Des Moines' Food Truck Vendors.

Cool Air Mistlers

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Cool Air Mistlers	\$15,000	-	\$15,000	-	-

- In process of acquiring, based on supplier availability.

ESTABLISH A NON-PROFIT

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Establish a Non-Profit Foundation	\$100,000	-	\$100,000	-	-

Airport Issues Support (SAMP)

PROGRAM EXPENDITURES:	TOTAL	2021	2022	2023	2024
Airport Issues Support	\$300,000	-	\$100,000	\$100,000	\$100,000

- 
- Thank you to the following staff for their patience and assistance with the ARPA Funds including
 - Eric Lane, Planner II / Economic relief & resource coordinator
 - Rochelle Sems, Management Analyst
 - Nicole Nordholm, Parks, Recreation & Senior Services Director
 - Ken Thomas, Police Chief
 - Ashley Young, Events and Facilities Manager

April 28, 2022**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 **April 28, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 15, 2022 and payroll transfers through April 20, 2022 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:				
ACH/EFT Vendor Payments		786	849	769,505.57
Electronic Wire Transfer		1945	1952	376,653.95
Accounts Payable Checks		163836	163886	294,071.50
Total claims paid				1,440,231.02
Payroll Vouchers				
Payroll Checks	4/20/2022	19476	19479	10,259.42
Direct Deposit		1113	1264	390,857.33
Total Paychecks/Direct Deposits paid				401,116.75
Total checks and wires for A/P & Payroll				1,841,347.77

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Mental Health Awareness Month
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 14, 2022

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recognize May as Mental Health Awareness Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing May as Mental Health Awareness Month."

Background

Mental Health Awareness Month has been observed in the U.S. since 1949. Each year millions of Americans face the reality of living with a mental illness. During May, National Alliance on Mental Illness (NAMI) joins the national movement to raise awareness and educate the public about mental illnesses, such as the 18.1% of Americans who suffer from depression, schizophrenia, and bipolar disorder, the realities of living with these conditions, and the strategies for attaining mental health and wellness. It also aims to draw attention to suicide, which can be precipitated by some mental illnesses. Additionally, Mental Health Awareness Month strives to reduce the stigma (negative attitudes and misconceptions) that surrounds mental illnesses.

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City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, mental health is part of overall health and

WHEREAS, one in five adults experiences a mental health problem in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends and medical professionals; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness;

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS the month of May, 2022 as

MENTAL HEALTH AWARENESS MONTH

and encourages all citizens, businesses, schools and community organizations to take the “stigmafree pledge” at www.nami.org/stigmafree in observance of Mental Health Awareness Month.

SIGNED this 28th day of April, 2022

Matt Mahoney, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Affordable Housing Week
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 1, 2022

CLEARANCES:

[X] City Clerk 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda is to recognize May 8-14, 2022 as Affordable Housing Week.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing May 8-14, 2022 as Affordable Housing Week."

Background

In May, 2016 the Housing Development Consortium (HDC) kicked off King County's first-ever Affordable Housing Week, alongside partners from across the Country, to highlight the current and future need and policy solutions for preserving and creating affordable housing in cities all throughout King County. Affordable Housing Week is now an annual tradition to show why affordable housing is so important in all our communities, and to demonstrate support for the movement to ensure that all people have the chance to live in safe, healthy, affordable homes within communities of opportunity.

Discussion

Studies have shown that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas.

Alternatives

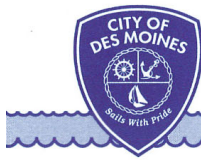
Approve the Proclamation as written.

Do not approve the Proclamation.

Financial Impact

None.

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City of Des Moines

CITY COUNCIL
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, all people should have access to safe, healthy, and affordable homes within communities of opportunity; and

WHEREAS, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

WHEREAS, the COVID-19 pandemic has exacerbated many existing financial constraints for low- and moderate-income households; and

WHEREAS, the CDC recognizes safe, healthy, and affordable housing within communities of opportunity as key social determinants of health; and

WHEREAS, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

WHEREAS, the need for affordable homes across King County prior to the COVID-19 pandemic and the number of people experiencing homelessness had remained at crisis levels; and

WHEREAS, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

WHEREAS, the City of Des Moines endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommits itself to ensuring that our community's recovery from the crises at hand is equitable, and that all people in Des Moines live with dignity in safe, healthy, and affordable homes;

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 8-14, 2022 as

AFFORDABLE HOUSING WEEK

SIGNED this 28th day of April, 2022.

Matt Mahoney, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening
Day Proclamation

ATTACHMENTS:
1. Proclamation

AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 14, 2022

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize the official opening of the 2022 South Sound Opening Day of Boating Season.

Suggested Motion

MOTION: "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 14, 2022.

Background:

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

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City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, the City of Des Moines wishes to recognize and celebrate the 2022 South Sound Opening Day of Boating Season; and

WHEREAS, The Des Moines Yacht Club annually hosts the South Sound Opening of Boating Season ceremony which gathers the many south Puget Sound yacht clubs along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony; and

WHERE AS: The South Sound Opening Day of Boating Season celebration advocates for the safe enjoyment of boating and promotes the Des Moines waterfront amenities serving the boating community; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 14, 2022 as this year's

SOUTH SOUND OPENING DAY OF BOATING SEASON

and asks that the community joins in supporting the Des Moines Yacht Club's advocacy for the safe enjoyment of boating for all, and the promotion of the Des Moines waterfront amenities serving the South Sound boating community.

SIGNED this 28th day of April, 2022

Matt Mahoney, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Municipal Court and
Federal Way Municipal Court Interlocal
Agreement for Sharing of Peer Support Services

FOR AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Court

ATTACHMENTS:

1. Interlocal Agreement Between Des Moines
Municipal Court and Federal Way
Municipal Court (Proposed)
2. Executed Contract between FWMC and
Peer Washington (dba Peer Kent)

DATE SUBMITTED: April 19, 2022

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☐ Finance _____
- ☒ Courts /s/ JJ
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Interlocal Agreement (ILA) between Federal Way Municipal Court (FWMC) and Des Moines Municipal Court (DMMC) is to facilitate the sharing of peer support services.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement between Des Moines Municipal Court and Federal Way Municipal Court for the purpose of sharing peer support services and authorize the City Manager to sign the Interlocal Agreement substantially in the form as submitted.

Background:

Peer support specialists are individuals who have been successful in the recovery process who help others experiencing similar situations. Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse. See, <https://www.samhsa.gov/brss-tacs/recovery-support-tools/peers>

Peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. Peer support specialists engage in a wide range of activities, such as advocating for people in recovery, sharing resources and building skills, leading recovery groups, building community and relationships, and mentoring / goal setting. During reentry, peer support provides assistance with treatment planning and system navigation (accessing housing, employment, benefits, etc.). Research shows the effectiveness of peer support, including increasing engagement in treatment and recovery, promoting a sense of hope and self-empowerment, improving social functioning and overall quality of life, decreasing hospitalizations, and decreased criminal justice involvement.

Discussion:

A large percentage of criminal cases filed in DMMC involve individuals who are suffering from a substance use disorder or mental health issue, and often both. Left untreated, these individuals tend to move through the revolving door of local courts and jail. Research shows that the use of peer support will increase the likelihood that an individual will comply with court-ordered treatment obligations thereby reducing the likelihood of re-offense within the community.

DMMC has prior experience working with peer support specialists. In 2018, the Washington Traffic Safety Commission funded a “peer navigator” to work with DUI Court participants. A recent DUI Court graduate wrote a paper about their recovery journey and highlighted the important role the peer navigator played in their success. Unfortunately, the navigator position was eliminated in 2019 due to lack of funding during the pandemic.

Sharing peer support services with FWMC is not only cost-effective, it also creates increased accountability for the many individuals who have criminal cases in both courts, with the ultimate aim to increase public safety in all south king county communities. Given that the peer support model is easily scalable, the aim is to expand the program to include other south king county courts during the next grant cycle.

Alternatives:

Reject Interlocal Agreement. (Not recommended).

Financial Impact:

There is no financial impact to the City of Des Moines if the ILA is approved. The services provided by Peer Washington (dba Peer Kent) are subsidized under the terms of SB 5476 Therapeutic Grant (FWMC 2022-2023). Federal Way Municipal Court, as the grantee, assumes responsibility for grant management and administration.

Recommendation:

Staff recommends approval of this Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN THE FEDERAL WAY MUNICIPAL COURT
AND DES MOINES MUNICIPAL COURT FOR THE SHARING OF PEER SUPPORT
SERVICES PROVIDED BY PEER WASHINGTON (DBA PEER KENT)**

WHEREAS, the City of Federal Way (hereafter “Federal Way”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter “Des Moines”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to this Agreement is authorized under Washington law to operate a municipal court (Chapter 3.50 RCW); and

WHEREAS, each court utilizes therapeutic approaches under RCW 2.30;

WHEREAS, pursuant to RCW 2.30.050 “courts are authorized and encouraged to establish multijurisdictional partnerships and/or interlocal agreements under RCW 39.34.180 to enhance and expand the coverage area of the therapeutic court” and to “to identify and implement nontraditional case processing methods which can eliminate traditional barriers that decrease judicial efficiency.”

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, RCW 39.34.180 permits municipal corporations and RCW 2.30.050 authorizes municipal courts to enter into interlocal agreements for court-related services; and

WHEREAS, Des Moines currently operates a municipal court; and

WHEREAS, Federal Way currently operates a municipal court; and

WHEREAS, Federal Way is willing to share peer recovery support services offered by Peer Washington (dba Peer Kent) with Des Moines as part of a demonstration program pursuant to a state grant; and

WHEREAS, Federal Way and Peer Washington (dba Peer Kent) entered into a contract that is also intended to benefit the City of Des Moines attached hereto as Appendix A;

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Federal Way and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is facilitate the sharing of peer recovery support services between Des Moines Municipal Court (DMMC) and Federal Way Municipal Court (FWMC) to expand opportunities for therapeutic interventions for individuals charged with a crime who are in need of services.
2. Administration. The parties to this Agreement designate the following individuals as representatives. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Des Moines Municipal Court representative shall be Judge Lisa Leone.

Federal Way Municipal Court's representative shall be Judge David A. Larson.
3. Property Disclaimer: No joint acquisition of real or personal property is contemplated hereunder.
4. Duties of Des Moines. Des Moines shall perform the following duties:
 - (a) Provide opportunities for referrals in appropriate cases to peer recovery support services by providing a confidential break-out room in virtual court where peer navigators can meet privately with defendants;
 - (b) Referrals may be made by defense attorneys, the prosecutor, the judge, or the defendant may self-refer for peer recovery support or peer coaching services;
 - (c) Promote the availability of peer recovery support services by posting a link on the Court's webpage and providing an information sheet or brochure on how and where a defendant may receive peer support through the Clerk's office or in court;
 - (d) Cooperate in assuring that peer services are not duplicated for people referred to Peer Washington (dba Peer Kent) when the person referred has cases in both courts;
 - (e) Cooperate in maintaining compliance with the grant requirements, including all reporting requirements;
 - (f) Comply with the terms and conditions of the contract between Federal Way and Peer Washington (dba Peer Kent).
5. Duties of Federal Way. Federal Way shall perform the following duties:
 - (a) Compensate peer support recovery navigators according to its contract with Peer Washington (dba Peer Kent), executed between Federal Way and Peer Washington (dba Peer Kent) on January 20, 2022 (Appendix A);
 - (b) Cooperate in assuring that peer services are not duplicated for people referred to Peer Washington (dba Peer Kent) when the person referred has cases in both courts,;
 - (c) Grant administration and compliance, including financial and other reporting requirements, as determined by the Administrative Office of the Courts.

6. Mutual Duty of Confidentiality. Any and all reports developed for purposes of grant administration and auditing shall protect the confidentiality of the defendant as required in the contract between Federal Way and Peer Washington (dba Peer Kent).
7. Cost of Contract. Federal Way shall bear the cost of peer recovery support services as defined in its contract with Peer Washington (dba Peer Kent) (Appendix A).
8. Liability. Nothing herein is intended to alter in any way the respective legal duties, obligations, or immunities of Federal Way and Des Moines and each party assumes liability for the action or inaction of their respective agents and employees. Nothing herein gives either party the right to control the operations or decisions of the other party.
9. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Federal Way a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a Federal Way employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Federal Way employees by virtue of their employment. At all times pertinent hereto, employees of Des Moines are acting as Des Moines employees and employees of Federal Way are acting as Federal Way employees.
10. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Des Moines: Lisa Leone, Presiding Judge
Des Moines Municipal Court
21630 11th Avenue South
Des Moines, WA 98198

To Federal Way: David A. Larson, Presiding Judge
Federal Way Municipal Court
33325 8th Ave. S., Ste. 102
Federal Way, WA 98003-6325

11. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

12. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
13. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
14. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
15. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
16. Duration and Termination. The term of this Agreement shall end when funding for peer recovery support services under the terms of FWMC 2022-2023 SB 5476 Therapeutic Grant is exhausted. The Agreement shall take effect on April 15, 2022, or as soon thereafter as all of the following events have occurred:
- (b) Execution of the Agreement by the duly authorized representative of each of the parties hereto.
 - (c) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective three (3) days from the date of receipt of said written notice.

DATED this _____ day of _____, 20_____.

[signatures to follow]

DES MOINES MUNICIPAL COURT

By _____
Lisa Leone, Presiding Judge

By _____
Michael Matthias, City Manager

Approved as to Form:

Matthew Hutchins, Assistant City Attorney

FEDERAL WAY MUNICIPAL COURT

By _____
David A. Larson, Presiding Judge

By _____
Jim Ferrell, Mayor

Approved as to Form:

J. Ryan Call, City Attorney

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APPENDIX A

Attachment #2

CITY HALL
33325 8th Avenue South
Federal Way, WA 98003-6325
(253) 835-7000
www.cityoffederalway.com

PROFESSIONAL SERVICES AGREEMENT FOR PEER RECOVERY SERVICES

This Professional Services Agreement ("Agreement") is made between the City of Federal Way, a Washington municipal corporation ("City"), and Peer Washington a Washington nonprofit corporation ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses, which shall be valid for any notice required under this Agreement:

PEER WASHINGTON:	CITY OF FEDERAL WAY:
Joshua Wallace, CEO & President 1520 Bellevue Ave. Ste 100 Bellevue, WA 98122-7602 206-322-2437 (telephone) josh@peerwa.org	David A. Larson, Presiding Judge Tiziana Giazzi, Court Administrator 33325 8th Avenue South Federal Way, WA 98003-6325 (253) 835-3016 (telephone) (253) 835-3020 (facsimile) David.larson@cityoffederalway.com Tiziana.giazzi@cityoffederalway.com

The Parties agree as follows:

- 1. TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Services specified in this Agreement, but in any event no later than December 31, 2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the Parties.
- 2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit A ("Services"), attached hereto and incorporated by this reference, in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.
- 3. TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 of this Agreement. Termination for such conduct may render the Contractor ineligible for City agreements in the future.
- 4. COMPENSATION.**
 - 4.1 Amount.** In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit B, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days following receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees, or subcontractors for

the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. **Minimum Limits.** The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stopgap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$2,000,000 for each occurrence and \$2,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.

c. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

6.2. **No Limit of Liability.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.3. **Additional Insured, Verification.** The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability policies attached hereto as Exhibit C and incorporated by this reference. At the City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is terminated or upon project completion and acceptance by the City.

6.4. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

7. **CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential and subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by the City to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records request.

8. **WORK PRODUCT.** All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, or material that may be produced or modified by Contractor while performing the Services shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

9. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services specified in this Agreement, and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

10. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of this Agreement. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services specified in this Agreement and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the Services. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4 of this Agreement. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

11. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other entities or persons; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, the negotiation, drafting, signing, administration of this Agreement, or the evaluation of the Contractor's performance.

12. **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Parts 21, 21.5, and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

13. **GENERAL PROVISIONS.**

13.1 **Interpretation and Modification.** This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 **Assignment and Beneficiaries.** Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If



CITY HALL
33325 8th Avenue South
Federal Way, WA 98003-6325
(253) 835-7000
www.cityoffederalway.com

the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

13.4 Enforcement. Time is of the essence in this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity, or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]



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Federal Way, WA 98003-6325
(253) 835-7000
www.cityoffederalway.com

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

FEDERAL WAY MUNICIPAL COURT:

[Signature]
Judge David A. Larson, Presiding Judge

DATE: January 19, 2022

CITY OF FEDERAL WAY:

[Signature]
Jim Ferrell, Mayor
[Signature]
Stephanie Courtney, CMC, City Clerk

DATE: 3/1/22

ATTEST:

APPROVED AS TO FORM:

[Signature]
for: J. Ryan Call, City Attorney

PEER WASHINGTON:

By: [Signature]
Printed Name: Joshua Wallace
Title: CEO + President
DATE: 1/14/2022

STATE OF WASHINGTON)

COUNTY OF King) ss.

On this day personally appeared before me JOSHUA WALLACE to me known to be the CEO - President of PEER WASHINGTON that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 14 day of January, 2022

Notary's signature

Notary's printed name

[Signature]
DAVID R. HARMON

PROFESSIONAL SERVICES AGREEMENT

- 6 -

Rev. 7/2021



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Notary Public in and for the State of Washington.

My commission expires 11/10/2025

Exhibit A**I. WORK STATEMENT**

The Contractor, hereafter referred to as “the Agency”, will provide behavioral health peer recovery services, recovery coach services and support to Federal Way Municipal Court and Des Moines Municipal Court (Court) participants. Support will include ongoing training of the Agency staff and the purchase and/or distribution of essential participant supplies, but only if funding is available for such purchases. Services will be provided on-site at the Court offices, off-site at the Agency, and in the community. Court participants will also have access to the network of services available through the Agency.

II. PROGRAM DESCRIPTION**A. Goal:**

1. Help the Court and City identify participants at all stages of the process in need of peer support assistance.
2. Assist in supporting the Des Moines DUI Court as well as Federal Way’s existing Pretrial Assessment and Linkage Services (PALS) program and its community court.
3. Increase internal motivation for recovery.
4. Develop engagement with the recovery community.
5. Assist with the development and personalization of a long-term recovery plan.
6. Reduce the number of people with substance use and mental health disorders using costly interventions such as jail, emergency rooms and hospitals.

B. Objectives:

1. To increase participation in peer support services
2. To successfully integrate behavioral health peer recovery services into the Courts.
3. To incorporate the lived experiences of peers into Court programs for the benefit of the active participants.

C. Eligibility:

Court participants amenable to peer recovery services.

D. Definitions:

Peer Recovery Services: The process of giving and receiving non-clinical assistance to achieve recovery from behavioral health issues. Services can be delivered in one of four major types of recovery support services: peer mentoring or coaching; recovery resource connecting; facilitating and leading recovery groups; and building community. The support is provided by people who are experientially credentialed to assist others in initiating recovery, maintaining recovery and enhancing the quality of life in recovery.

Peer recovery services provide social support to individuals at all stages on the continuum of change that

constitutes the recovery process. Peer recovery services expand the capacity of formal treatment systems, e.g. medication assisted therapy, residential, therapeutic community and outpatient by promoting the initiation of recovery, reducing relapse, and intervening early when relapse occurs. ¹

E. Program-Specific Requirements

1. The Agency shall provide peer recovery coaches dedicated to Court participants. The peer recovery coaches shall have training and certifications as a Peer Recovery Coach through the nationally recognized Connecticut Community of Addiction Recovery (CCAR) Recovery Coach Academy (RCA), Trauma Informed Peer Support through the National Center on Trauma Informed Care, and Mental Health First Aid through the National Council for Behavioral Health.
2. Services will be provided as appropriate to all participants active in Court programs regardless of stage in the program and number of participants.
3. The Agency shall work closely with Court services on the design and implementation of peer recovery services into the Court program including continual evaluation and analysis of how the services are working.
4. The Agency shall train and supervise peer recovery coaches to provide peer recovery services which include, but are not limited to:
 - a. Identifying participants eligible for peer support services;
 - b. Peer mentoring or coaching;
 - c. Recovery groups or circles;
 - d. Recovery resource connecting; and
 - e. Building community.

F. The Agency shall work in partnership with the Court independently as appropriate to refer people to support services in the community including, but not limited to:

1. Medical services;
2. Housing resources;
3. Employment services;
4. Education services;
5. Other informal or formal support systems; and
6. The provision of transportation, hygiene, and other essential participant supplies, but only if funding is made available for such expenses.

G. The Agency shall work with Court staff to incorporate therapeutic court alumni into the Court program and provide training and organization as appropriate.

H. The Agency Peer Services Specialist shall provide information set forth in Section IV to the Federal Way Court Administrator, or designee.

I. The Agency shall purchase essential participant supplies for Court participants, with approval or upon request from the Court, but only if funding is made available for such expenses.

¹ Kaplan, L., *The Role of Recovery Support Services in Recovery-Oriented Systems of Care*. DHHS Publication No. (SMA) 08-4315. Rockville, MD: Center for Substance Abuse Services, Substance Abuse and Mental Health Services Administration, 2008

III. COMPENSATION AND METHOD OF PAYMENT

- A. The Agency shall submit a monthly invoice directly to COURTS equal to approximately 1/12 of the agreed upon annual not to exceed amount of \$80,000 per full time equivalent person as follows:
- FTEs and Payments for 2022
 - \$119,776 for contract peer support services in year one
 - Position 1 - \$73,333.33 for 1.0 FTE for February 1, 2022 to December 31, 2022
 - Position 2 - \$40,000 for .6 FTE for March 1, 2022 to December 31, 2022
 - \$6,442.67 for contingency to pay for additional time that may be needed from peers for development of processes and procedures and/or to attend meetings, etc.
 - FTEs and Payments for 2023
 - \$128,000 for contract peer support services in year two
 - Position 1 - \$80,000 for 1.0 FTE for January 1, 2023 to December 31, 2023
 - Position 2 - \$48,000 for .6 FTE for January 1, 2023 to December 31, 2023
- B. The Agency shall submit a separate monthly invoice for the actual costs of essential participant supplies pre-approved or requested by Court, not to exceed the funds available for that purpose, if any. The Agency is not obligated to purchase such supplies and the Court is not obligated to reimburse the Agency unless money is made available for that purpose.
- C. Invoices are due within fifteen (15) days after the end of each month, except at the end of the year when an earlier date may be required.

IV. REPORTING REQUIREMENTS

- A. The Court will use Recovery Capital (REC-CAP) assessments in cases where the participant is required by the Court to engage in affirmative conditions of release, conditions of sentence, and/or other court-ordered conditions. Peer support personnel will assist participants in order to increase successful compliance with those conditions. Peer support personnel have no obligation to report non-compliance with court-ordered conditions; compliance or non-compliance will be reported directly to the court by the respective agencies providing services to the participant. However, it is understood that the Court must report on the success of the program to the Administrative Office of the Courts using REC-CAP. It is also understood that peer navigators need to enjoy impendence, trust, and confidence with the participants. However, in the balance the Agency must provide the following information in an anonymous format agreed to by the parties, but capable of being audited for financial grant compliance purposes by the Administrative Office of the Courts:
- A quarterly assessment of each participant's progress in the following areas:
 - Recovery strengths.
 - Barriers.
 - Unmet service needs.
 - The execution of concrete recovery goals.
 - In addition, the following information will be provided by the Agency to the Court:
 - Number of participants served by judicial referral.
 - Number of participants served by self-referral due to awareness of peer services from court interaction.
 - Number of participants successfully completing supervision/services.
 - Number of participants that terminated engagement in peer services before successful completion.



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- B. The Agency shall maintain and report the above information for statistical tracking purposes only for all participants directly referred by the Court and all participants that engaged in peer services as a result of any contact with the Court. The information shall be provided to the Court Administrator by the 15th day of the following months; April 2022, September 2022, February 2023, and July 2023. For audit purposes, the Agency shall keep track of the names of participants associated with the data, but the Agency's report to the Court will only refer to a participant number and not a name. Nothing herein prevents a participant from signing a release of information that permits the Agency to share information about that participant with the Court and/or others that may also be contained in the reports. **HOWEVER, THE REPORTS THEMSELVES SHALL NOT BE CONSIDERED OR DISCLOSED IN ANY MANNER IN COURT PROCEEDINGS AND SHALL NOT BE CONSIDERED BY THE COURT FOR SANCTIONS OR REWARDS AFFECTING ANY PARTICIPANT.**
- C. If funds are available for this purpose, the Agency shall submit a record of essential participant supplies purchased for Court participants, if any, to the Court Administrator by the 15th of the following month. The record shall include the receipts / invoices the date purchased, item(s), cost per item, and total amount requested for reimbursement.



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EXHIBIT B

COMPENSATION

1. **Total Compensation:** In return for the Services, the City shall pay the Contractor an amount not to exceed Two Hundred Forty-Seven Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$247,776.00).
2. **Method of Compensation:** .
The City shall pay those invoices submitted by the Contractor as outlined in Exhibit A.



SEATARE-01

SSHEKAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach, CA 92660	CONTACT NAME: Anne Krueger PHONE (A/C, No, Ext): (949) 260-5087 E-MAIL ADDRESS: AKrueger@alliant.com FAX (A/C, No):
INSURED PEER WASHINGTON 1520 BELLEVUE AVENUE, SUITE 100 SEATTLE, WA 98122-7602	INSURER(S) AFFORDING COVERAGE INSURER A: Great American E & S Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37532

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GL DED: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	214517204	9/29/2021	9/29/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ AUTO DED: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		214517204	9/29/2021	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ U/UIM LIMIT \$ 1,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	NONPROFIT D&O		214517204	9/29/2021	9/29/2022	LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured endorsement attached. Policy form does not contain a General Liability Aggregate. Notice of cancellation will be delivered only to the participating named insured as stated in Item 1 of the Participation Endorsement. Subject to policy terms, conditions and exclusions.

\$3MM LIMIT FOR OWNED AUTO LIABILITY AND \$1MM LIMIT FOR NON OWNED & HIRED AUTO.

AS RESPECTS SERVICE AGREEMENT. CITY OF FEDERAL WAY IS NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Federal Way 33325 8th Avenue South Federal Way, WA 98003-6325	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: SEATARE-01

SSHEKAR

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Newport Beach-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED PEER WASHINGTON 1520 BELLEVUE AVENUE, SUITE 100 SEATTLE, WA 98122-7602
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Company may cancel the coverage by mailing to the first Participating Named Insured at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the Participating Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, the coverage may be canceled by the Company by mailing to the Participating Named Insured at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Designated Person or Organization

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT
CORPORATIONS**

Name of Person or Organization:
Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED**:

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributory Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section VIII COMMON POLICY CONDITIONS:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a. This insurance be primary insurance;
- b. They be an additional insured on this Policy; and
- c. The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Port of Seattle Economic
Development Grant

FOR AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Economic Development

DATE SUBMITTED: April 20, 2022

ATTACHMENTS:

1. Economic Development Partnership
Agreement Between The Port of Seattle &
City of Des Moines S-00321063

CLEARANCES:

- ☒ Community Development /s/ DL
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: 

- ☒ Legal /s/ TG
☒ Finance 
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

Earlier this year, the Port of Seattle ("POS") offered cities, participating in its Economic Development Partnership Program, two-year grant awards to fund projects and initiatives that address COVID-19 economic challenges and impacts. The City has been awarded a grant of \$66,200. The purpose of this agenda item is to accept the Port of Seattle Economic Development Partnership Program grant.

Suggested Motion

Motion 1: "I move to accept the Port of Seattle Economic Development Partnership Program grant in the amount of \$66,200 and authorize the City Manager to sign the grant agreement substantially in the form as attached."

Background

The Port of Seattle Economic Development Partnership Program is a cooperative economic development grant program to help support local and regional economic development initiatives across King County. In 2022, the Port offered participating cities two-year grant awards to fund projects and initiatives that address COVID-19 economic challenges and impacts.

Grants are made to King County cities on a per-capita calculation based on Washington State Office of Financial Management annual population estimates. Cities with populations numbering less than 5,000 people are eligible to receive grant funds up to \$5,000 and cities with populations numbering more than 60,000 people are eligible to receive grant funding up to \$60,000 annually. See appendix for specific yearly grant funding for each city.

Grant funds require a 50 percent match of dollars or in-kind resources. In-kind resources can only be used for up to 25 percent of the grant award amount. For example, a grant request for \$50,000 in Port funds would require the city to commit \$25,000 in matching dollars and/ or in-kind resources. Of that \$25,000, up to \$12,500 of in-kind resources could be applied toward the match requirement.

Discussion

The City of Des Moines has been approved to fund three separate projects that address the impacts of the COVID-19 pandemic. A need for direct small business relief is apparent from our community. For our restaurants, we seek to provide targeted relief for their increased costs and reduced patronage. In addition, a project that utilizes the opportunity to redesign and better align our policies and procedures for the food truck industry and their desire to do business in Des Moines. These projects consist of both immediate relief, as well as innovative approaches for future economic development.

The first project funds the marketing campaign for our small business grant program, launching immediately. The program is a direct payment to the small business if they meet some minimal requirements (e.g. active business license, brick-and-mortar, etc.). We are seeking to coordinate with a third party provider to execute a wide-reaching and engaged marketing effort for the promotion of the small business grants that will be available for our local small businesses. However, we may consider in-house direct communication to active businesses to ensure a broad approach.

The second project funds the EATS (Emergency Assistance Takeout for Seniors) program for an additional 10 weeks. Providing weekly checks (\$2,500) to a different food service business in our community, while also providing 125 meal tickets for seniors in our community. This program continues to provide both relief for the business and increased visibility and patronage.

The last project is in the form of a Food Truck pilot program that addresses multiple short term and long-term objectives for these operations. As an immediate benefit to this effort, we will see increased tourism and activation of the city centers and communities where the food trucks would operate. Nearby small businesses would experience indirect benefits through the secondary impacts of the program (i.e. increased visibility, patronage, etc.).

Alternatives

There are no non-competitive grant opportunities to accomplish the purposes described above.

Financial Impact

Grants are made to King County cities on a per-capita calculation based on Washington State Office of Financial Management annual population estimates. The Port will provide \$1 per capita, therefore the City is eligible for a grant of \$33,100 per year, for a maximum grant expenditure of \$66,200. City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds awarded. In-kind resources can only be used for up to 25 percent of the grant award amount.

These grant related expenditures are not currently budgeted and will likely require a budget adjustment to the General Fund's Economic Development professional services budget in the amount for 53% of the grant (\$35,300). The grant funds will be released on a cost reimbursement basis.

Recommendation

It is recommended that the Council accept the grant.

Council Committee Review

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ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT**BETWEEN****THE PORT OF SEATTLE AND CITY OF DES MOINES****S-00321063**

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Des Moines ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Sixty-Six Thousand, Two Hundred and 00/100 Dollars (\$66,200.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.

3. Responsibilities of the Agency.

3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.

3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.

3.3 The Agency shall complete the Project no later than December 31, 2023

3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2023

4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2023, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or

maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices.

Notices to the Port shall be sent to:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:

City of Des Moines
21630 11th Ave S. Ste A
Des Moines, WA 98198

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

PORT OF SEATTLE

By: Colby Wattling
Buyer III

Signature

Dated

CITY OF DES MOINES

By:

Signature

Dated

EXHIBIT A

Project Description:

1. **Project Description:** Summarize the project(s) you plan to implement and explain how project(s) address COVID-19 economic issues in your city. Include a brief description of the project goal(s) and summary of COVID-19 economic impacts being addressed.

The City of Des Moines seeks to fund three separate projects that address the impacts of the COVID-19 pandemic. A need for direct small business relief is apparent from our community. For our restaurants, we seek to provide targeted relief for their increased costs and reduced patronage. Lastly, a project that utilizes the opportunity to redesign and better aligns our policies and procedures for the food truck industry and their desire to do business in Des Moines. The projects consist of both immediate reliefs, as well as innovative approaches for future economic development. The first project funds the marketing campaign for our small business grant program, launching April 1st, 2022. The program is a direct payment to the small business if they meet some minimal requirements (e.g., active business license, brick-and-mortar, etc.). We are coordinating with a third-party provider to execute a wide-reaching and engaged marketing effort for the promotion of the small business grants that will be available for our local small businesses.

The second project funds the EATS (Emergency Assistance Takeout for Seniors) program for an additional 10 weeks. Providing weekly checks (\$2,500) to a different food service business in our community, while also providing 125 meal tickets for seniors in our community. This program continues to provide both relief for the business and increased visibility and patronage.

The last project is in the form of a Food Truck pilot program that addresses multiple short term and long-term objectives for these operations. As an immediate benefit to this effort, we will see increase tourism and activation of the city centers and communities where the food trucks would operate. Nearby small businesses would experience indirect benefits through the secondary impacts of the program (i.e., increased visibility, patronage, etc.).

2. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

Project Category: Small Business (and Key Industry) Assistance				
Project Goal(s)	Timeline (Start and end dates):	Actions	Project metrics	Project outcomes/deliverables
Relief provided to local food service businesses	5/1/2022 - 7/31/2022	• Payments provided to small businesses	• # of businesses supported	• Increased patronage at their businesses
Marketing of small business assistance program	May 2022 – August 2022	• Outreach to small businesses in community • Presence/Availability in various commercial districts • Technical Assistance with application requirements	• # of businesses contacted • Time spent at commercial districts • # of businesses that received technical	• Increased businesses applying for grants, compared to previous programs • Increased awareness of local small business resources

		Referrals to other local small business resources	assistance # of referrals	
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Project Category: Buy Local and Marketplace Development

Project Goal(s)	Timeline (Start and end dates):	Actions	Project metrics	Project outcomes/deliverables
Meal tickets provided to seniors	5/1/2022 – 7/31/2022	Meal tickets handed to seniors at local community center	# of tickets issued	- Increased visibility to local businesses - Meals provided to seniors
Increased tourism and food truck vendors in Des Moines	May 2022 – August 2023	- Development of a report that provides guidance and recommendations for best practices for food truck hosting. - Real-time response from industry partners related to pilot implementation - Establishment of map that provides current and future locations for food trucks - Collaborating with local events to provide increased engagement and offerings by way of food/drink.	# of food truck licenses # of events with presence of a food truck vendor - Requests made by vendors and/or industry representative that were achievable # of partnerships created with events and food truck vendors - Attendance of community events	- Increase in food truck vendors with the City of Des Moines - Increased attendance of community events - Policy and procedural recommendations provided in a final report.

3. **Connection to Port of Seattle interests:** Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

**Port business interests tie closely to the health of aviation, maritime/ logistics, manufacturing, and construction/ trades clusters. Tourism is another important industry to the Port of Seattle.*

The following projects provide a multi-faceted approach to the economic impacts caused by the COVID-19 pandemic. Each of the programs address small businesses in our community and their contribution to the economic vitality of the City of Des Moines. In addition, there are benefits to the tourism of our City as increased patronage to our local businesses are a result of the EATS program and food truck pilot program. The marketing of the small business grants has the direct impact to overall small business community, but also provides the city with a better understanding of the need in our community and a general profile of our small business community. Lastly, these programs further the efforts of the Century Agenda of the Port, with an emphasis on tourism, destination attraction, small business engagement, and employment growth.

4. **Project Budget:** Identify each project budget category, total funds (including the monetary value of in-kind resources), Port of Seattle funds and City monetary and in-kind matching funds. Include the total funds from each column in the second to last row. Include the percentage contributions to the Port of Seattle's contribution in the last row. This table is used in the agreement between the Port of Seattle and each city.

Project:	Project Category (Please select one of the categories provided)	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
EATS	Small Business Assistance	\$18,000	\$6,000	\$4,500	\$28,500
Marketing of Grants	Small Business Assistance	17,500	\$0	\$1250	\$18,750
Food Truck Pilot	Buy Local/ Placemaking	30,700	\$29,300	\$10,800	\$70,800
Total Funds:		\$66,200	\$35,300	\$16,550	\$118,050
Percentage contribution to Port Funds*:			53%	25%	

*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds awarded. In-kind resources can only be used for up to 25 percent of the grant award amount. See program guidelines for more details.

5. **Collaboration with partners:** Please identify any community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s)?

- Washington State Food Truck Association

6. **Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

- Washington State Food Truck Association

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Settlement Agreement and Release –
Des Moines Legacy Foundation

ATTACHMENTS:

1. Settlement Agreement and Release

FOR AGENDA OF: April 28, 2022

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 19, 2022

CLEARANCES:

☐ Community Development _____

☐ Marina _____

☒ Parks, Recreation & Senior Services *W. M. Noble*

☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *B. K. W. W. W.*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this item is for the Council to review and approve a Settlement Agreement and Release with the Des Moines Legacy Foundation.

Suggested Motion

Motion: "I move to approve the Settlement Agreement and Release with the Des Moines Legacy Foundation and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background:

The City and the Foundation have an on-going dispute that has previously been reviewed by the City Council. The purpose of this Agreement is to resolve that dispute and waive any potential claims between the parties.

Discussion:

The City retained an independent investigator to review the underlying issues of this dispute. Since that investigation has been completed and presented to the Council, the City has implemented a number of safeguards to ensure that proper protocols are met moving forward.

Approving this Agreement is the final step in resolving this matter.

Alternatives:

Propose edits to the Agreement or reject the Agreement.

Financial Impact:

Since the City suspended operations with the Legacy Foundation in 2018, the City has received \$64,225.00 from the Foundation. By approving this Agreement, the City will receive an additional one-time payment of \$24,175.20.

Recommendation:

Legal, Administration and Finance recommend approval.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into effective this ____ day of April, 2022, by and between The City of Des Moines (hereinafter “ the City”) and Des Moines Legacy Foundation and all Affiliated persons of Des Moines Legacy Foundation including but not limited to past, present, and future officers, board members, members, attorneys, agents, servants, representatives, subsidiaries, affiliates, partners, predecessors, heirs, insurers, executives, administrators, and their successors and assigns and all qualified insureds under Philadelphia Indemnity Insurance Company, Policy number PHSD 1443413 (hereinafter collectively “the Foundation.” The City and the Foundation are hereafter collectively referred to as the “Parties.”

RECITALS

1. The City and the Foundation have a dispute regarding donations.
2. The Foundation is a separate legal entity from the City.
3. The funds that will be paid by the Foundation to the City include the amounts associated with any checks made out to the City, the Foundation, or other entities that were deposited with the Foundation.
4. The Parties, through counsel, have agreed to a resolution of their dispute by each agreeing to a payment of funds in response to properly prepared and supported invoices.
5. The City has provided invoices, dated January 1, 2020 and February 28, 2020, with supporting documentation requesting reimbursement from the Foundation for Foundation-approved Arts Commission requests and the City’s Memorial Bench Fund. These invoices will be paid under the terms of this Agreement.
6. The Parties are entering into this Settlement Agreement and Release solely to resolve a dispute, and neither Party agrees with or admits to the other Party’s allegations.

NOW, THEREFORE, for good and valuable consideration each unto the other, it is hereby agreed between the Parties hereto as follows:

1. As consideration for this Agreement the Foundation will pay two invoices associated with the Arts Commission and the Memorial Bench Fund:
 - (a) The Foundation will pay Invoice 7126, dated February 28, 2020, in the amount of \$9,100.00 for the following Foundation-approved Arts Commission requests:
 - 2018 Summer Concert by The Beatniks; and

- Art on Poverty Bay Sculptures Harpoon, Tail Slap, and American Venus
- (b) The Foundation will pay the amount of \$15,075.20 as full compensation for the Memorial Bench Fund Invoice and the City will use the funds to reimburse it for expenses on its Des Moines Memorial Bench Program.
2. This Settlement Agreement and Release shall end and terminate the disputes and claims between the City and the Foundation as well as any unknown claims that could have been brought between the City and the Foundation.
 3. By signing this Settlement Agreement and Release, neither the City nor the Foundation admit the allegations put forth by the opposing Party but desire mutually to terminate their dispute with prejudice.
 4. Each of the Parties hereto has been represented by their counsel. The City has been represented by attorney Tim George of the City Attorney's Office, and the Foundation has been represented by attorney Aaron Bigby of Northcraft Bigby PC.
 5. The Parties hereto have relied upon the advice and counsel of their respective attorneys and are entering into this Settlement Agreement and Release knowingly and upon advice and counsel of their respective attorneys. The Parties further represent that this Settlement Agreement and Release is voluntarily entered into to avoid further disputes, without any degree of duress or compulsion.
 6. This Settlement Agreement and Release may be executed via facsimile, photocopy, or scanned copy, in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same single Agreement, binding on all Parties.
 7. The respective Parties have negotiated this Settlement Agreement and Release. The Parties warrant, represent, and agree that they are not relying upon the other Party for advice as to the legal, tax, or other consequences of any kind arising out of this Settlement Agreement and Release.
 8. The City fully represents that it has the sole right and exclusive authority to execute this Settlement Agreement and Release and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, or obligations referred to in this Settlement Agreement and Release.
 9. This Settlement Agreement and Release is binding on the Parties and their successors, heirs, transferees, and assigns.
 10. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary

and appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Release.

11. The Parties hereby covenant and agree that they will neither voluntarily institute nor voluntarily prosecute in the future any complaint, suit, action, or cause of action, in law or equity, based upon the common law, statutory law, regulatory law, or any other theory of law or recovery of any jurisdiction of the United States as a result of any allegations made by the City or the Foundation in this dispute. This does not include breach of this agreement.
12. Each Party to this Settlement Agreement and Release shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Settlement Agreement and Release.
13. This Settlement Agreement and Release contains the entire Agreement between the Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. The terms of this Settlement Agreement and Release are contractual and not merely a recital. If any portion of this Settlement Agreement and Release is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.
14. This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Washington.

READ THE ABOVE RELEASE AND SETTLEMENT AGREEMENT BEFORE SIGNING BELOW.

WE HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT AND SIGN THE SAME AS OUR OWN FREE ACT AND DEED.

DATED: _____

By: _____
For and on Behalf of The City of Des Moines

DATED: _____

By: _____
For and on Behalf of Des Moines Legacy Foundation

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