

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 13-A176	ILA with Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program
--------------------------------	--

**Term:** 12/02/13 thru on-going

**Reference to:** N/A      **Approved:** Administratively

**Department/Contact:** City Manager

Amendments:	No.	Reference to:	Date approved:	Changes to Agreement per amendment:

**Comments:** \$28,000

**Bid List for Destruction:** N/A

**Retain this record until after:** 10 years after termination

**Date Reviewed by Deputy City Clerk:** *Janet A. Gray*      12-31-13

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

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

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

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

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

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

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

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

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

2. Responsibilities.

A. Tukwila's Duties.

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

CITY OF SEATAC  
RECEIVED

DEC 11 2013

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

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

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

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

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

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

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

B. SeaTac's Duties

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

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

3) Remit invoices to Tukwila for reimbursement.

C. Des Moines' Duties

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

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

3) Remit invoices to Tukwila for reimbursement.

D. Covington's Duties

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

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

3) Remit invoices to Tukwila for reimbursement.

#### E. Cities' Joint Duties

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

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

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

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

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

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

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

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

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

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

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

10) Applicable Law; Venue; Attorney's Fees. This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

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

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

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

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 2nd day of December, 2012.<sup>3</sup>

CITY OF SEATAC

By: Todd Cutts  
Todd Cutts, City Manager

Date: 11/14/13

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

Approved As To Form:

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

CITY OF TUKWILA

By: Jim Haggerton  
Jim Haggerton, Mayor

Date: 12-2-13

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

Approved As To Form:

Shelley M. Kerslake  
for Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

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

Date: 11/1/13

Attest: Bonnie S. Wilkins  
[Printed Name] Bonnie S. Wilkins  
Title: City Clerk

Approved As To Form:

Tim George  
Tim George, Assistant City Attorney

CITY OF COVINGTON

By: Derek Matheson  
Derek Matheson, City Manager

Date: 10/31/13

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

Approved As To Form:

Sara Springer  
Sara Springer, City Attorney

**EXHIBIT A**

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

**Contract Year 2013/2014**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Qualified contractors	Tukwila - Lead City	\$28,000
	Des Moines	\$28,000
	SeaTac	<b>\$28,000</b>
	Covington	\$28,000
	Environmental Review	\$2,000
	Lead Based Paint	4,000
	Project Management	6,000
	Miscellaneous	1,000
	<b>TOTAL</b>	<b>\$125,000</b>