

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 07-A151	<b>Subject:</b> An Interlocal Agreement with the Cities of Des Moines, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program
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**Term:** 03/11/08 thru Ongoing

**Reference to:** Mot. 2876      **Approved:** 12/11/07

**Department/Contact:** City Manager's Office/ HS Coordinator

	No.	Reference to:	Date approved:	Changes to Agreement per amendment:
<b>Amendments:</b>				

**Comments:** \_\_\_\_\_

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

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

**Date Reviewed by Deputy City Clerk:** *Kristina Gregg*

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES  
MOINES, 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"), 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;

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 and SeaTac.

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

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

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

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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 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. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac 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.

3. 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.

4. 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.

5. Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Coordinator, currently Colleen Brandt-Schluter 4800 S. 188 <sup>th</sup> Street, SeaTac, WA 98188 206.973.4815; cbschluter@ci.seatac.wa.us
Des Moines	Code Enforcement Officer, currently Nancy Uhrich 21630 11 <sup>th</sup> Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558 nuhrich@desmoineswa.gov
Tukwila	Human Services Manager, currently Evelyn Boykan 6200 Southcenter Blvd, Tukwila, WA 98188 206.433.7180; eboykan@ci.tukwila.wa.us

6. 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.

7. 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.

8. 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.

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

10. Amendment or Modification. This Interlocal may be amended or modified in writing with the mutual consent of the Cities.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 11<sup>th</sup> day of March, 2008.

CITY OF SEATAC

By: [Signature]  
Craig Ward, City Manager

Date: 1/29/08

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

Approved As To Form:

[Signature]  
Mark S. Johnson, Sr. Assistant City Attorney

CITY OF TUKWILA

By: [Signature]  
Jim Haggerton, Mayor

Date: 2/5/08

Attest: Jane E Cantu  
[Printed Name] JANE E CANTU  
Title: City Clerk

Approved As To Form:

[Signature]  
Shelley M. Kerslake, City Attorney

CITY OF DES MOINES

By: [Signature]  
Anthony A. ~~Tony~~ Piasecki, City Manager

Date: 3/4/08

Attest: Jerica Haab  
[Printed Name]  
Title: City Clerk

Approved As To Form:

[Signature]  
Pat Bosmans, City Attorney

**EXHIBIT A**

**To**

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

**CALENDAR YEAR 2008**

<b>Name of Agencies</b>	<b>Participating Cities &amp; Tentative Funding</b>	
Total Home Improvement and qualified contractors	<b>Tukwila - Lead City</b>	<b>\$25,044</b>
	<b>Des Moines</b>	<b>\$21,044</b>
	<b>SeaTac</b>	<b><u>\$26,044</u></b>
	<b>TOTAL</b>	<b>\$72,132</b>

**FISCAL IMPACT:** In 2008, \$26,044 of grant funds will be spent on Minor Home Repair in accordance with this agreement.

**ALTERNATIVE(S):** 1. Modify the ILA and approve the Motion. 2. Do not pass the Motion but the City would forfeit \$26,044 in 2008 CDBG funds.

**ATTACHMENTS:** Proposed Interlocal Agreement.



**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
Department Prepared by: City Manager's Office

Agenda Bill #: 2876

**TITLE:** A Motion approving an Interlocal Agreement between the Cities of SeaTac, Tukwila, and Des Moines for the Minor Home Repair Program.

<i>December 11, 2007</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 12/11/07</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>A&amp;F 12/11/07</u>	
Prepared By (Name / Title): <u>Colleen Brandt-Schluter, Human Services Coordinator</u>	
Director: _____	City Attorney: _____
Finance: _____	BARS #: <u>001.000.03.559.30.41.048</u>
City Manager: _____	

**SUMMARY:** This proposed Motion authorizes the City Manager to enter into an Interlocal Agreement (ILA), in substantially similar form that is attached hereto, with the City of Tukwila and the City of Des Moines for utilization of Community Development Block Grant funds to plan, fund, and implement a Minor Home Repair program to benefit low and moderate-income SeaTac homeowners.

**DISCUSSION / ANALYSIS / ISSUES:** Under the proposed ILA the cities of Tukwila, SeaTac, and Des Moines will work together in the planning and implementation of a Minor Home Repair program. The City entered into a similar ILA for 2007, and the cooperation between the three cities to administer this grant has been successful.

The cities of SeaTac, Tukwila, and Des Moines joined together to make their 2008 application for CDBG grant funding more competitive and improve their overall chances of being funded. The City of Tukwila has offered to provide fiscal and administrative support for the joint Minor Home Repair program in 2008. The Minor Home Repair program will provide minor electrical, plumbing, carpentry, and disability access repairs for SeaTac's elderly, disabled, and low-income families to help them maintain their homes in a decent, livable, and safe condition.

The cities asked for \$65,000 and received \$72,132 (SeaTac at \$26,044, Tukwila \$25,044, and Des Moines \$21,044). The County requires one fiscal agent to administer the grant, Tukwila being the agent again for 2008. The City of SeaTac will use its \$26,044 to provide minor home repairs that meet the criteria of the CDBG program. SeaTac will pay contractor invoices for work performed for the benefit of SeaTac's eligible homeowners. The City of Tukwila will submit invoices from all three cities to King County for reimbursement and will remit reimbursement to SeaTac. Neither city will use more funds than have been agreed upon. There are no other responsibilities for this ILA. Since the administration of these funds through the 2007 ILA has been successful, the proposed ILA will remain in effect on an ongoing basis as long as CDBG funds for Minor Home Repair are available.

**RECOMMENDATION(S):** It is recommended that the proposed Motion be passed.

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