



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety

FROM: Stacy Hansen, Human Services Program Coordinator

CC: Mayor Ekberg

DATE: May 16, 2022

SUBJECT: CDBG Minor Home Repair Interlocal Agreement

ISSUE

Since 2005, the city of Tukwila has been the Lead city for the Minor Home Repair program providing fiscal oversight, technical assistance to partner cities and the applicant/recipient of Community Development Block Grant (CDBG) funding awarded annually by King County. The Interlocal Agreement (ILA) includes the four partner cities: SeaTac, Covington, Des Moines, and Tukwila. After 17 years, the City of SeaTac has agreed to be the Lead city. Therefore, the City Council must approve the new ILA in order to finalize the transfer of Lead city from Tukwila to SeaTac.

BACKGROUND

The CDBG funding has been awarded by King County for the Minor Home Repair program through a competitive application process for the past 17 years. As Lead city, Tukwila was responsible for the annual pre/full application, presentation to decision panel, quarterly bills (aggregated financial and demographic information from all cities) and the liaison between King County and the ILA partners for any issues or corrections needed regarding CDBG compliance and billing errors from the ILA cities quarterly bills.

DISCUSSION

King County requires an updated ILA when there is a change in the Lead city. An updated ILA has been created by SeaTac, the new Lead city, for all ILA partners to sign. Once signed by all four partner cities, King County will execute the 2021 contract with the city of SeaTac who will be responsible for providing fiscal oversight, technical assistance, and quarterly reporting on behalf of the four ILA cities.

FINANCIAL IMPACT

There is no financial implication for transferring from one lead City to another. When CDBG funds are awarded annually, the application is written so that funds are divided and shared equally with each city.

RECOMMENDATION

Staff is asking Council to forward this item to the June 6, 2022, Regular Council meeting for the Consent agenda.

ATTACHMENTS

City of SeaTac Interlocal Agreement.

**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 Covington (“Covington”), the City of Des Moines (“Des Moines”), the City of SeaTac (“SeaTac”), 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”);

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. SeaTac’s Duties.

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

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 SeaTac in accordance with terms specified in the Block Grant contract between SeaTac and King County.

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

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

B. Tukwila's Duties

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

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

3) Remit invoices to SeaTac 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 SeaTac and King County.

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

3) Remit invoices to SeaTac 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 SeaTac and King County.

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

3) Remit invoices to SeaTac 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 3rd 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 SeaTac and King County for a minor home repair program, which is attached hereto as Exhibit II and incorporated herein by this reference. Exhibit II 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 II 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 Coordinator, Kim Cooper 4800 S. 188 th Street, SeaTac, WA 98188 206-973-4815; kcooper@ci.seatac.wa.us
Des Moines	Tina Hickey 21630 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; Thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, Julie Johnston 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-480-2411; jjohnston@covingtonwa.gov
Tukwila	Human Services Program Coordinator, Stacy Hansen 6200 Southcenter Blvd, Tukwila, WA 98188 206-433-7180; Stacy.Hansen@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 27 day of April, 2022.

CITY OF SEATAC

By: Carl Cole
Carl Cole, City Manager

Date: 05/05/2022

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mary Mirante Bartolo
Mary Mirante Bartolo, City Attorney

CITY OF TUKWILA

By: _____
Allan Ekberg, Mayor

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mathew Hutchins, Assistant City Attorney

By: _____
Regan Bolli, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Kathy Hardy, City Attorney

CITY OF COVINGTON

