

# COUNCIL AGENDA SYNOPSIS



-----Initials-----				ITEM No.
<i>Meeting Date</i>	<i>Prepared by</i>	<i>Mayor's review</i>	<i>Council review</i>	7.C.
<b>12/16/24</b>	<b>BJM</b>			

## ITEM INFORMATION

STAFF SPONSOR: <b>BRANDON MILES</b>	ORIGINAL AGENDA DATE: <b>12/16/24</b>
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AGENDA ITEM TITLE     **Funding for Asylum Seekers at the Econo Lodge in Tukwila.**

CATEGORY	<input type="checkbox"/> <i>Discussion</i>	<input checked="" type="checkbox"/> <i>Motion</i>	<input type="checkbox"/> <i>Resolution</i>	<input type="checkbox"/> <i>Ordinance</i>	<input type="checkbox"/> <i>Bid Award</i>	<input type="checkbox"/> <i>Public Hearing</i>	<input type="checkbox"/> <i>Other</i>
	<small>Mtg Date</small>	<small>Mtg Date</small>	<small>Mtg Date</small>	<small>Mtg Date</small>	<small>Mtg Date</small>	<small>Mtg Date</small>	<small>Mtg Date</small>
		<b>12/16/24</b>					

SPONSOR	<input type="checkbox"/> <i>Council</i>	<input checked="" type="checkbox"/> <i>Mayor</i>	<input type="checkbox"/> <i>Admin Svcs</i>	<input type="checkbox"/> <i>DCD</i>	<input type="checkbox"/> <i>Finance</i>	<input type="checkbox"/> <i>Fire</i>	<input type="checkbox"/> <i>P&amp;R</i>	<input type="checkbox"/> <i>Police</i>	<input type="checkbox"/> <i>PW</i>
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SPONSOR'S SUMMARY     **Ratify and authorize the Mayor to execute lodging agreements with Access to Our Communities (ATOC) for room space at the Econo Lodge in Tukwila.**

REVIEWED BY	<input type="checkbox"/> Trans&Infrastructure Svcs	<input type="checkbox"/> Community Svcs/Safety	<input type="checkbox"/> Finance & Governance	<input type="checkbox"/> Planning & Community Dev.
	<input type="checkbox"/> LTAC	<input type="checkbox"/> Arts Comm.	<input type="checkbox"/> Parks Comm.	<input type="checkbox"/> Planning Comm.
DATE:	<b>N/A</b>			
COMMITTEE CHAIR:	<b>N/A</b>			

**RECOMMENDATIONS:**  
 SPONSOR/ADMIN. **Approve.**  
 COMMITTEE **N/A**

## COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
<b>\$432,000</b>	<b>\$0</b>	<b>\$432,000</b>

Fund Source: **GRANT FUNDS.**  
 Comments:     *The City will receive grant reimbursement from one of the grants we have in place.*

MTG. DATE	RECORD OF COUNCIL ACTION
<b>12/16/24</b>	

MTG. DATE	ATTACHMENTS
<b>12/16/24</b>	<b>Staff Informational Memorandum, dated December 10, 2024</b>
	<b>Example of previous agreement with Access to Our Communities.</b>





**INFORMATIONAL MEMORANDUM**

TO: **Tukwila City Council**

FROM: **Brandon Miles, Mayor’s Office**

CC: **Thomas McLeod**

DATE: **December 10, 2024**

SUBJECT: **Funding for Asylum Seekers at the Econo Lodge in Tukwila.**

**ISSUE**

Ratify and authorize the Mayor to execute lodging agreements with Access to Our Communities (ATOC) for room space at the Econo Lodge in Tukwila.

**BACKGROUND**

Since Spring of 2024, the Econo Lodge at 13910 Tukwila International Blvd has housed asylum seekers. Several of the families were placed by Riverton Park United Methodist Church (RPUMC). RPUMC was unable to pay for some of the initial rooms, with RPUMC and ATOC disagreeing on what was owed through June of 2024. In October there was another large move of people to the site and it’s unclear who or which organization authorized the move.

Following the October move, the City began to take an active role at coordinating the site, similar to the work occurring at RPUMC. The City’s consultant, i2-Strategies completed a detailed census on the property to understand the situation of the people living there (see attached).

**DISCUSSION**

Because the City was already working to house asylum seekers, the City began to provide funding to ATOC to help cover some of the housing costs. To date the City has provided a total of \$150,000 to ATOC for housing at the Econo Lodge. However, residents at the motel have been receiving very few services and many have not been placed in the State’s Asylum Seeker Model being run by the International Rescue Committee (IRC).

ATOC and the City would like to draw down the site at the Econo Lodge and work to move people into housing off the property. Last week i2-Strategies began to post notices that people would be provided housing opportunities at another location. This caused some of the families on the site to move off and find other housing. The City believes it will take a number of months to draw down the site.

Staff would like to execute an agreement with ATOC to compensate for funding, both past and through January of 2025. Additionally, the City authorized funding for ATOC earlier this year to cover housing costs that had already occurred.

<b>Previous Contracts with Access to Our Communities</b>		
<b>Contract No.</b>	<b>Period Cover</b>	<b>Amount</b>
24-103	August 12, 2024- August 27, 2024	\$50,000
24-127	September 26, 2024- October 11, 2024	\$50,000

TBD	October 24- November 8, 2024	\$50,000
	Total:	\$150,000

Administration would like to provide compensation for ATOC for additional past room nights, not to exceed \$136,000.

Moving forward the City would pay \$55 per room night, plus applicable tax for any room currently occupied by an asylum seeker. Once a move out occurs from a room, the City is no longer responsible for the payment. The maximum payment for December would be \$74,000, plus tax and for January the payment would be \$72,000. Note, this assumes the motel is fully occupied and we have already started to see people begin to move out from the property.

**FINANCIAL IMPACT**

The table below outlines the payments paid to date, maximum future payments, and total. For December and January the City will pay for the actual room nights for rooms occupied by asylum seekers. Once the room is cleared, the City is not obligated to pay for the room.

<b>Access to Our Communities</b>		
Contract No.	Period Cover	Amount
24-103	August 12, 2024- August 27, 2024	\$50,000
24-127	September 26, 2024- October 11, 2024	\$50,000
TBD	October 24- November 8, 2024	\$50,000
TBD	Unreimbursed Past Room Nights	\$136,000 (rounded up, includes sales tax).
	December 1, 2024 through December 31, 2024	\$74,000 (rounded up, includes sales tax).
	January 1, 2025 through January 30, 2025	\$72,000 (rounded up, includes sales tax).
	Total:	\$432,000

The City will submit for reimbursement for these costs to one of the grants we currently have under contract.

**RECOMMENDATION**

Administration is seeking two specific actions by the City Council:

1. Ratify the Mayor’s previous contract approvals with Access to Our Communities for housing asylum seekers for a total of \$150,000.
2. Authorize the Mayor to execute contracts with Access to Our Communities to house asylum seekers in an amount not to exceed \$284,000, with the final scope to be negotiated by the Mayor and approved by the City Attorney’s Office (Note, this contract covers the periods of August 1 through November 30 that were unreimbursed and from

December 1, 2024 through January 30, 2025. Contracts are not included in the packet as they are still being created).

**ATTACHMENTS**

- Example of one of the previous agreements with Access to Our Communities.





**CONTRACT FOR SERVICES**

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and ATOC, hereinafter referred to as “the Contractor,” whose principal office is located at 3748 S 141st; Tukwila, WA 98168 (collectively, “the Parties”).

**WHEREAS**, the City has determined the need to have certain services performed for its community members but does not have the staffing or expertise to perform such services; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$55,000.
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing August 12, 2024 and ending August 27, 2024, unless sooner terminated under the provisions hereinafter specified.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- 6. Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.



- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

**8. Record Keeping and Reporting.**

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

**10. Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

**11. Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

**12. Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

**13. Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

**14. Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

**15. Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, Washington 98188


Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.


**16. Applicable Law: Venue: Attorney's Fees.** This Agreement 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 Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 9th day of August, 20 24.

CITY OF TUKWILA

CONTRACTOR:

Signed by:  
  
8EE24380545B44C...

By: 

BM

Thomas McLeod, Mayor

Printed Name: Mohammed Jama

Title: Executive Director

ATTEST/AUTHENTICATED:

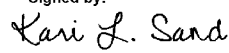
Signed by:  
  
3D04AB9746FA4E8...

Address: 3748 S 141st

Tukwila, WA 98168

Andy Youn, City Clerk

APPROVED AS TO FORM:

Signed by:  
  
5E499CA4165E452...

Office of the City Attorney

## Exhibit "A"

### Scope of Service

Contractor shall provide temporary housing for asylum seekers. The housing shall be provided to those individuals deemed as the most vulnerable who lack the financial resources to secure housing on their own.

Contractor is fully responsible for providing temporary housing for the asylum seekers. Each unit provided to asylum seekers shall provide a bed and linens, functioning plumbing (working toilets, sinks, and showers), doors capable of being locked, and adequate climate control (heating and cooling).

The City's funds are temporary and shall not be renewed after the term outlined below. The City is not responsible for relocating asylum seekers upon expiration of the term.

The City's total contribution is a not to exceed amount of \$55,000.00. The City is not responsible for any damage caused by the asylum seekers to the temporary housing location.

Within ten (10) business days of the termination of this Agreement, or by not later than 5:00 PM PDT on Monday, September 9, 2024, the Contractor shall provide an accounting to the City regarding the temporary housing provided, including at minimum the following information with supporting written documentation (e.g., hotel folios): (1) the number of rooms provided, (2) the location of the rooms provided, (3) the dates of room usage, and (4) the total number of people served by the Agreement.

## Exhibit "B"

### Compensation

The room rate shall be \$75.76 per night per room. The total room compensation shall be \$50,001.60 (75.75 X 660 = \$50,000). The room rate is inclusive of all taxes and fees.

The City shall also provide a payment of \$5,000 for the following service:

1. Contractor shall complete a detail census of the asylum seekers on the site. The census shall include:
  - Names and total number of people in each room.
  - Preferred language.
  - Presence of any vulnerabilities, such as, but not limited to, age, physical handicap, pregnancy, etc.
  - Work permit status, including if the permit has been applied for.