

AGENDA

REGULAR MEETING DES MOINES CITY COUNCIL 21630 11th Avenue South, Des Moines, City Council Chambers

February 28, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the February 7 and February 14, 2013 City Council Meetings.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the above list and further described as follows:

Claim checks \$232,749.64

Payroll fund transfers in the total amount of \$425,101.21

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$657,850.85

Item 3: AGREEMENT FOR SERVICES FOR PLANNING, IMPLEMENTATION,
AND FUNDING OF A JOINT HUMAN SERVICES APPLICATION
PROGRAM

Motion is to approve the Agreement for Services between the City of Des Moines and 18 other suburban cities for the purpose of planning, implementing, and funding a joint human services application program, and authorize the City Manager to sign the Agreement for Services substantially in the form as submitted.

Item 4: INTERLOCAL AGREEMENT BETWEEN THE CITY AND HIGHLINE
SCHOOL DISTRICT REGARDING THE ZENITH PARK SITE

Motion is to approve the Addendum to extend the Interlocal Agreement between the City and Highline School District for use of Highline School District property, for a term of five (5) years, wherein the District grants the City the right to use a portion of the District's Property known as Zenith Park for parks and recreational purposes, and authorize the City Manager to sign the agreement substantially in the form as submitted.

OLD BUSINESS

1. MARINA AND BEACH PARK DEVELOPMENT PLAN
Staff Presentation Harbormaster Joe Dusenbury

2. DRAFT ORDINANCE NO. 12-117, PROHIBITION OF SKY LANTERNS
Staff Presentation: Police Commander Barry Sellers

NEW BUSINESS

1. DRAFT RESOLUTION NO. 13-024, SOLE-SOURCE CONTRACT FOR PURCHASE AND INSTALLATION OF A CCTV SECURITY CAMERA SYSTEM AT THE REDONDO BOAT LAUNCH FACILITY AND MEMORANDUM OF UNDERSTANDING WITH HIGHLINE COMMUNITY COLLEGE
Staff Presentation: Harbormaster Joe Dusenbury

NEXT MEETING DATE

March 7, 2013 Regular City Council Meeting

ADJOURNMENT

**MINUTES
REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers
February 7, 2013 - 7:00 p.m.**

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Burrage.

ROLL CALL

Present were Mayor Kaplan, Mayor Pro-Tem Matt Pina; Councilmembers Dan Caldwell, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Councilmember Scott joined the meeting at 7:02 p.m.

Councilmember Musser was absent. Mayor Pro Tem Pina moved to excuse Councilmember Musser, seconded by Councilmember Burrage.

The motion passed 6-0

Staffs present were City Manager Tony Piasecki; City Attorney Pat Bosmans; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There was no correspondence.

COMMENTS FROM THE PUBLIC

Beth Church, 955 Powell Avenue SW, Renton; Spoke about a new Medical/Dental Facility opening in Des Moines, Health Point Midway.

Nancy Gosen, 21925 7th Avenue S #106, Des Moines, thanked Council for her appointment to the Arts Commission.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Arts Commission
 - Budget details
 - Welcomed new members
 - Summer Concert Series:
 - July 10, 17, 24 & 31
 - August 4 "Shakespeare in the Park"; August 7 "Des Moines Got Talent" and August 14 "Celebrate Des Moines"
- Arts & Heritage Day Caucus Conference in Olympia

Councilmember Burrage:

- Free Wi-Fi on some streets in Federal Way

Mayor Pro Tem Pina:

- Public Safety and Transportation Committee met with City of SeaTac Councilmembers
 - Reviewed policy thoughts around the link light rail extension
- Met with Dave Upthegrove thanking him for his support on the Heritage Grant
- Evening Magazine showcasing Freedom Snacks in Des Moines
- Blue Vanilla Bakery now open for breakfast on Sunday's

No report from Councilmembers Sheckler and Caldwell.

PRESIDING OFFICER'S REPORT

- Association of Washington Cities Lobby Day in Olympia, next Thursday, February 14, 2013
- Budget Retreat at the Des Moines Activity Center, April 6, 2013

ADMINISTRATION REPORTS

City Manager Piasecki announced that the official start date for the S 216th Street Project, Segment 2, will be Tuesday, February 12, 2013.

City Manager Piasecki updated Council that Item #8 on the Consent Agenda, setting a public hearing, includes Wesley Homes, Judson Park and Highline Community College. Landmark will not be up for consideration for I-C Zoning as they are still determining which avenue they want to go and will notify the City once the decision is made.

City Manager Piasecki publically recognized Barry Sellers on his appointment to Commander for the Des Moines Police Department.

CONSENT AGENDA

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the January 24, 2013 regular City Council meeting.

Item 2: DRAFT RESOLUTION 13-015, SURPLUS OF 1975 25-FOOT CARVER CABIN CRUISER AND 25-FOOT BOAT TRAILER

Motion is to adopt Draft Resolution No. 13-015 declaring the 25-foot Carver Cabin Cruiser, HIN #CDR56198M75H, and the 25-foot boat trailer, VIN #4XBBG25201A001450, as surplus property, and directing staff to dispose of both items in the most cost effective way.

Item 3: ARTS COMMISSION APPOINTMENTS

Motion is to confirm the Mayoral appointments of Nancy L. Gosen and Susan White to the Des Moines Arts Commission effective immediately, to fill two vacant three year terms which will expire on December 31, 2015.

Item 4: AGREEMENT TO WAIVE FEES FOR THE SWEETHEART BALL PRESENTED BY DESTINATION DES MOINES

Motion is to approve the Agreement between the City of Des Moines and Destination Des Moines – 2013 Sweetheart Ball and grant authority to the City Manager to sign the Agreement substantially in the form as presented.

Item 5: INTERLOCAL AGREEMENT BETWEEN THE CITY AND HIGHLINE WATER DISTRICT REGARDING THE WATER TOWER PARK SITE

Motion is to approve the Interlocal Agreement between the City and Highline Water District for use of Highline Water District property, for a term of five (5) years, wherein the District grants the City the right to use a portion of the District's North Hill Water Storage Tank Property for parks and recreational purposes, and authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 6: 2013 CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND STRATEGIC OBJECTIVES

Motion is to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the January 5, 2013 Council goal setting retreat.

Item 7: 2013 INTERGOVERNMENTAL POLICIES AND POSITIONS

Motion is to adopt the Intergovernmental Policies and Positions as amended by the City Council at the January 13, 2013 Council meeting.

Item 8: INSTITUTIONAL CAMPUS (I-C) ZONING RECLASSIFICATION

Motion is to adopt Draft Resolution No. 13-002 setting a public hearing on March 7, 2013 to consider Draft Ordinance 13-002 amending DMMC 18.80.010 modifying the official zoning map of the City of Des Moines.

Direction/Action

Motion made by Mayor Pro Tem Pina to approve the Consent Agenda, seconded by Councilmember Burrage.

Councilmember Scott pulled item #6 off the Consent Agenda.

Councilmember Sheckler pulled item #3 off the Consent Agenda.

The motion to approve the remaining consent agenda passed 6-1.

For: Mayor Kaplan, Mayor Pro Tem Pina, Councilmembers Burrage and Sheckler.

Did Not Vote: Councilmember Scott.

Direction/Action

Motion made by Councilmember Scott to remove "Study Des Moines Beach Park's future and designations" from the long term goals of the 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives and to modify new item #7 to read "Preserve, enhance and celebrate the historic elements of the City", seconded by Mayor Pro Tem Pina.

Mayor Pro Tem Pina offered a friendly amendment offering to change the wording to read "Study the Des Moines Beach Park's future and plan"; acceptable by the maker of the motion.

Mayor Sheckler asks for clarification on the friendly amendment.

Mayor Kaplan called for the vote and was unable to determine Councilmember Caldwell's vote.

Mayor Kaplan asked that the motion to be read back to Council for clarification.

Mayor Kaplan called for the vote a second time.

The motion failed 3-3.

For: Mayor Pro Tem Pina and Councilmembers Scott and Burrage.

Against: Mayor Kaplan and Councilmembers Caldwell and Sheckler.

Direction/Action

Mayor Pro Tem Pina asked Councilmember Caldwell for clarification on his intent on the word “enhanced” in the motion. Councilmember Caldwell clarified his intent, leaving the wording as is in the original Consent Agenda.

Mayor Kaplan moved to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the January 5, 2013 council goal setting retreat, seconded by Councilmember Sheckler.

Councilmember Burrage moved to make a friendly amendment to take out the word “and designations” from the Long Term Goals, acceptable to both the maker and the seconder of the motion.

The motion passed 6-0.

Direction/Action

Motion made by Councilmember Sheckler to confirm the Mayor’s appointment of Nancy Gosen, only, and to make another effort to find a better qualified person to fill the second seat, seconded by Councilmember Scott.

The motion passed 4-2.

For: Mayor Pro Tem Pina, Councilmembers Burrage, Sheckler and Scott.

Against: Mayor Kaplan and Councilmember Caldwell.

Council breaks for Executive Session at 7:46 p.m.

EXECUTIVE SESSION

The purpose of the special meeting will be to hold an Executive Session to discuss the continued performance of a public employee under RCW 42.30.110 (1)(g). In attendance were Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Caldwell, Burrage, Sheckler and Scott.

At 8:17 p.m. Mayor Kaplan extended the Executive Session another 10 minutes.

The Executive Session adjourned at 8:27 p.m. No formal action was taken.

ADJOURNMENT

Direction/Action

Motion made by Mayor Pro Tem Pina to adjourn, seconded by Councilmember Burrage.

The motion passed 5-0.

For: Mayor Kaplan, Mayor Pro Tem Pina, Councilmembers Burrage, Sheckler and Scott.

Councilmember Caldwell was not present in Council Chambers for the vote.

The meeting was adjourned at 8.30 p.m.

NEXT MEETING DATE

February 14, 2013, Regular City Council Meeting.

Respectfully submitted,

Bonnie Wilkins
City Clerk

MINUTES
REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers
February 14, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Burrage.

ROLL CALL

Present were Mayor Kaplan; Councilmembers Dan Caldwell, Melissa Musser, Jeanette Burrage, and Carmen Scott.

Mayor Pro Tem Pina and Councilmember Sheckler were absent.

Councilmember Caldwell joined the meeting at 7:06 p.m.

Councilmember Musser moved to excuse Mayor Pro Tem Pina and Councilmember Sheckler, seconded by Councilmember Scott.

The motion passed 4-0

Staffs present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Acting Public Works Director Dan Brewer; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There was no correspondence.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Destination Des Moines 3rd Annual Sweetheart Ball
- Arts Commission
 - Annual Retreat
 - Budget
 - Fundraising
 - Finalizing Summer Concerts in the Park
- Historical Society
 - Gold Rush Program

Councilmember Burrage:

- Attended the Sweetheart Ball

Councilmember Musser:

- Mt. Rainier High School Lady Rams Girls Basketball Team
 - SPSL State Champions

No report from Councilmember Caldwell

PRESIDING OFFICER'S REPORT

- Environment Committee
 - Work Plan for 2013
 - Surface Water Management
 - Lakehaven Water District Comprehensive Plan
 - Southwest Suburban Sewer District Comprehensive Plan
- Consultant SWM Rate Structure
 - How rates are set
 - Rate components
 - How rates are structured
 - Recommendations
- AWC Legislative Day in Olympia
 - Some of the items discussed
 - Transportation funding
 - K-12 Education
 - Historic Grant

ADMINISTRATION REPORTS

- Land Use permitting with the water and sewer districts is no longer a valid bill in the State Legislature.
- A very aggressive virus slipped through the City's firewall and Dale Southwick, IT Manager, spent many hours isolating and cleaning it from the servers.
 - City Manager Piasecki publically acknowledged that the City has the best IT Staff in the State of Washington.

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the above list and further described as follows:

Claim checks \$391,297.68

Payroll fund transfers in the total amount of \$438,335.89

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$829,633.57

Item 2: INTERAGENCY AGREEMENT WITH HIGHLINE COMMUNITY COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER

Motion is to approve the Interagency Agreement with Highline Community College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement, substantially in the form as submitted.

Item 3: CONSULTANT CONTRACT: GRANT FREDRICKS

Motion is to approve a contract amendment with Grant Fredricks, dba Fredricks Management Consulting, for economic development, planning and management services through 2013 at a cost not to exceed \$58,522, and authorize the City Manager to sign the contract amendment substantially in the form as submitted.

Item 4: DRAFT RESOLUTION NO. 13-030 COVE TO CLOVER

First Motion is to adopt Draft Resolution No. 13-030, authorizing the first annual Snakezilla Half Marathon at the Des Moines Beach Park, Des Moines Creek Park, Des Moines Marina and City of Des Moines Rights of Way and Pre-Event Carbo Load Dinner and Snake Pit at the Des Moines Field House sponsored by Cove to Clover on April 27-28, 2013

Second Motion is to approve the Agreement between the City of Des Moines and Cove to Clover related to the conditions for the provision of support services and amenities for the Event as identified therein, and authorize the City Manager to sign the Agreement substantially in the form as attached.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda, seconded by Councilmember Scott.

The motion passed 5-0.

NEW BUSINESS

1. TRANSPORTATION GATEWAY PROJECT: S 216TH STREET – SEGMENT 1A
(24TH AVENUE S TO 29TH AVENUE S)

Staff Presentation: Acting Public Works Director Dan Brewer

Direction/Action

Motion made by Councilmember Caldwell to accept and approve the right-of-way plans signed by the Public Works Director for the South 216th Street Segment 1A improvement project between 24th Avenue South and 29th Avenue South, (attached hereto), substantially in the form submitted and authorize the Public Works Director to make adjustments to the right-of-way plans as necessary to support engineering modifications that may be necessary, in accordance with adopted Right-of-Way Procedures, seconded by Councilmember Musser. The motion passed 4-1.

For: Mayor Kaplan, Councilmembers Caldwell, Musser and Scott.

Against: Councilmember Burrage.

ADJOURNMENT

Motion made by Councilmember Musser to adjourn, seconded by Councilmember Burrage. The motion passed 5-0.

The meeting was adjourned at 7:34 p.m.

NEXT MEETING DATE

February 28, 2013 Regular City Council Meeting

Respectfully submitted,

Bonnie Wilkins
City Clerk

CITY OF DES MOINES
Voucher Certification Approval

28-Feb-13

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 February 28, 2013 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers 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.

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	134997	-	135128	132	232,749.64
Electronic Wire Transfers					0.00
Subtotal for this Council Packet					232,749.64
Voided Claim Checks this check run:					0.00
Voided Claim Checks from previous check runs					0.00
Total Claims/Wire Transfers/Voids					232,749.64

Payroll Vouchers:	DISBURSED 02/20/13				Amounts
Payroll Checks	18084	-	18100	= 17	20,791.50
Direct Deposit	80001	-	80131	= 131	262,364.47
Payroll Taxes					57,674.33
Wage/Garnishments					744.07
Voids				0	0.00
Electronic Wire Transfers					83,526.84
ICMA 401 Forfeitures					0.00
Total Claims					425,101.21
Total certified Wire Transfers, Voids, A/P & Payroll vouchers for February 28, 2013					657,850.85

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement for Services for Planning, Implementation, and Funding of a Joint Human Services Application Program

FOR AGENDA OF: February 28, 2013

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

ATTACHMENT:

DATE SUBMITTED: February 5, 2013

1. 2013 Agreement for Services for Joint Human Services Application Program Item

CLEARANCES:

Legal TS
 Finance NA
 Marina NA
 Parks, Recreation & Senior Services
 Planning, Building & Public Works NA
 Police NA
 Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

“The purpose of this agenda item is to seek City Council approval of an Agreement for Services between a coalition of suburban cities for the planning, implementation, and funding of an online human services application and grant program.”

Suggested Motion

Motion: “I move to approve the Agreement for Services between the City of Des Moines and 18 other suburban cities for the purpose of planning, implementing, and funding a joint human services application program, and authorize the City Manager to sign the Agreement for Services substantially in the form as submitted.”

Background

In 2010, the City of Des Moines joined with eighteen other cities as the Human Services Funders Collaboration to provide a common online application for human service funding. In past years each City provided only computer generated applications. In an effort to reduce costs and streamline the application, this Agreement for Services provides that the City of Kent will contract directly with the vendor, Western States Arts Federation, and each participating City will pay a portion of the annual fees

based on population size to the City of Kent. This allows the program to continue but at a greatly reduced rate to each participating City.

Discussion

Each of the 18 member cities involved in this program independently provide funding to organizations that provide critically needed human services in their communities. However, the Cities primarily receive applications for grant funding through one online grant subscription service and portal.

Subscription to this service allows easy access to submit required contracts, participant data, and quarterly reports, as well as allows staff to manage annual contracts, participant data, and quarterly reports. The subscription service saves time in emailing and hard copy mailing of annual human services contracts, quarterly reports and other reports and data as needed.

In past years, Des Moines has contracted directly with the vendor. This has resulted in an increased cost and an increased workload. By authorizing this Agreement, the City of Kent human services staff will provide all orientation and training and will act as the fiscal and administrative agent for the participating Cities. The online program will be managed for Des Moines by Senior Services Manager, Sue Padden.

Alternatives

Not sign the Agreement and therefore not participate in the program.

Financial Impact

The cost to participate for fiscal year 2013 is \$500.00. The fee structure is based on the size of the city. The funds are included in the 2013 Mental and Physical Health budget. This is a savings of \$1,200 compared to last year.

Recommendation or Conclusion

Parks, Recreation & Senior Services recommend that this Agreement be approved.

**AGREEMENT FOR SERVICES BETWEEN THE
CITIES OF KENT, AUBURN, BELLEVUE,
BOTHELL, BURIEN, COVINGTON, DES MOINES,
FEDERAL WAY, ISSAQUAH, KENMORE,
KIRKLAND, MERCER ISLAND, REDMOND,
RENTON, SAMMAMISH, SEATAC, SHORELINE,
AND TUKWILA, FOR PLANNING, FUNDING AND
IMPLEMENTATION OF A JOINT HUMAN
SERVICES APPLICATION AND FUNDING
PROGRAM**

THIS AGREEMENT FOR SERVICES (“Agreement”) is entered into by and among the Cities of Kent, Auburn, Bellevue, Bothell, Burien, Covington, Des Moines, Federal Way, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Sammamish, SeaTac, Shoreline, and Tukwila, Washington, hereinafter referred to as “Cities”, to provide for planning, funding and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities that 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 King County; and

WHEREAS, the Cities have the authority to engage in cooperative efforts that result in more efficient use of Government resources; and

WHEREAS, the Cities agree that such multi-jurisdictional cooperation is a benefit to the Cities, local human service providers, and to the citizens of their communities;

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

1. Purpose of Agreement. The purpose of this Agreement is to facilitate the alliance of the 18 member Cities who independently provide funding to organizations to provide critically needed human services in their communities, but jointly receive reports and applications for grant funding through one online grant subscription service and portal. The various human service programs funded by the member cities include food security, housing and homelessness prevention, health, mental health, youth services, and others.
2. Joint Participation.
 - a) Lead City. The City of Kent shall be the designated lead city (“Lead City”). The Lead City shall contract directly for and manage the online grants subscription service with Western States Arts Federation (“Vendor”). The other responsibilities of the Lead City are described in section 4.

- b) Participating City. A Participating City is a City participating in the joint online funding application portal, who is a party to this Agreement, and who is not a Lead City.

3. Funding Arrangement. The Lead City and each Participating City will jointly participate in the costs to run the online grants subscription service. The allocation of costs shall be based on population ranges of each city, as established by population estimates made by the Office of Financial Management pursuant to RCW 43.62.030. The initial allocation shall be as described in Exhibit A, attached and incorporated herein, and shall remain the same unless revised pursuant to the terms of this section 3. In the event that any City terminates its participation in this Agreement, the Lead City shall revise the allocation for the calendar year immediately following the year in which the written notice of such termination is given; provided, however, that the revised allocation shall remain in the same proportions as described in Exhibit A, and in no event shall the total sum of the revised allocations exceed the total sum of the initial allocation. Any Participating City requesting a change in allocation for reasons other than the termination of a City, as described above in this section 3, may only do so by written amendment to this Agreement, in accordance with section 12. Each Participating City shall provide its annual financial contribution to the Lead City no later than thirty (30) days after receiving invoice from the Lead City, pursuant to Section 4(a) below.

4. Responsibilities of Lead City. The Lead City has been designated to act as the fiscal and administrative agent for the Participating Cities, and the Lead City shall perform its responsibilities without the payment of any additional administrative fee, or cost to the Participating Cities beyond the funding allocation set forth in section 3 above. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by February 15th of each year for their annual funding participation.
- b) Contract with the Vendor, and manage the performance of the online grants subscription service.
- c) For each year after the first year of this agreement, provide a projected estimate of the annual financial contribution to be made by each of the Participating Cities no later than September 30th of the preceding calendar year in which the contribution is to be made.
- d) Maintain accounts and records that properly reflect transactions related to this Agreement.

5. Duration. This Agreement shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2013, with automatic extensions annually, unless terminated as described in section 6.

6. Termination.

- a) Any Participating City may terminate its participation in this Agreement without cause by giving the other Cities a thirty (30) day written notice. The terminating party shall remain fully responsible for meeting its funding

responsibilities and other obligations established by this Agreement through the end of the calendar year in which such notice is given. If at any time termination of a City results in fewer than ten Cities remaining as parties to this Agreement, then this Agreement shall automatically terminate after sixty (60) days for all remaining Cities, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this Agreement through the end of the calendar year in which such termination becomes effective.

- b) The Lead City may terminate its participation in this Agreement without cause by giving the other Cities a sixty (60) day written notice. The Lead City shall remain fully responsible for meeting its funding responsibilities and other obligations established by this Agreement, including administrative duties, through the end of the calendar year in which such notice is given. In the event of termination by the Lead City, the Oversight Committee shall meet no later than thirty (30) days after written notice of termination is given, to designate one of the remaining Participating Cities as the Lead City. If all the member Cities do not provide written consent of the designation made by the Oversight Committee within sixty (60) days of the Committee's selection, then this Agreement shall immediately terminate, provided that all Cities shall remain fully responsible for funding responsibilities and other obligations established by this Agreement through the end of the calendar year in which such termination becomes effective.

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

City	Contact
Auburn	Michael Hursh, Advisor to the Mayor
Bellevue	Joseph Adriano, Human Services Grant Coordinator
Bothell	Lynda Quinn, Sr. Administrative Assistant
Burien	Lori Fleming, Management Analyst
Covington	Victoria Throm, Human Services Analyst
Des Moines	Sue Padden, Senior Center Manager
Federal Way	Jay Bennett, Community Services Manager
Issaquah	Lisa Zurhorst, Executive Assistant
Kenmore	Leslie Harris, Management Analyst
Kent	Katherin Johnson, Human Services Manager
Kirkland	Sharon Anderson, Human Services Coordinator
Mercer Island	Cynthia Goodwin, Department of Youth and Family Services Director
Redmond	Brooke Buckingham, Human Services Planner
Renton	Karen Bergsvik, Human Services Manager
Sammamish	Melonie Anderson, City Clerk
SeaTac	Colleen Brandt-Schluter, Human Services Manager
Shoreline	Rob Beem, Community Services Manager
Tukwila	Evie Boykan, Human Services Manager

The Lead City shall maintain a current list of City Contacts, and shall provide an updated Contact list to all Participating Cities annually.

8. Indemnification. Each City agrees to indemnify the other Cities from any claims arising out of the willful misconduct or negligent performance of services or duties under this Agreement, committed by such City, or the City's employees or agents.

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 Cities. 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. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of six City representatives, as follows: one each from three member Cities from South King County, and one each from three member Cities in North/East King County, to be designated by the Lead City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually, no later than July 31, to discuss the terms of the Agreement and request any changes to the services provided pursuant to the Agreement. The Committee shall provide written notice of any proposed changes to all member Cities no later than August 15.

10. 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 exclusively in King County, Washington. Each party shall be responsible for its own attorney's fees and costs of suit.

11. Amendments. This Agreement may be amended, altered, changed or extended in any manner by the mutual written consent of all member Cities; provided that any member City may substitute an alternate Contact person under section 7 by providing written notice thereof to the Lead City, and provided, further, that any such substitution shall not constitute an amendment, alteration or change to this Agreement.

12. Counterparts. This document may be executed by facsimile or electronic mail in any number of current parts and signature pages hereof with the same effect as if all parties had all signed the same document. All counterparts, each one which shall be considered an original, together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this _____ day of _____, 2013.

CITY OF AUBURN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BELLEVUE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF BURIEN

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF ISSAQUAH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENMORE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF KENT

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City Attorney

CITY OF KIRKLAND

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City Attorney

CITY OF MERCER ISLAND

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Date: _____

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City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF RENTON

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SAMMAMISH

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SEATAC

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

CITY OF TUKWILA

By: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Exhibit A
Fee Schedule

City	2013 Fee	Population
Auburn	\$750.00	63,390
Bellevue	\$1,000.00	124,600
Bothell	\$500.00	17,280
Burien	\$500.00	47,730
Covington	\$500.00	17,760
Des Moines	\$500.00	29,700
Federal Way	\$750.00	89,460
Issaquah	\$500.00	31,150
Kenmore	\$500.00	21,020
Kent	\$1,000.00	119,100
Kirkland	\$750.00	81,480
Mercer Island	\$500.00	23,154
Redmond	\$750.00	55,360
Renton	\$1,000.00	93,910
Sammamish	\$500.00	47,420
SeaTac	\$500.00	27,210
Shoreline	\$750.00	53,270
Tukwila	\$500.00	19,080
	\$11,750.00	

Population

0-50000
50000-90000
90000+

Fee

\$500.00
\$750.00
\$1,000.00

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement between the City and Highline School District regarding the Zenith Park site

FOR AGENDA OF: February 28, 2013

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

ATTACHMENT:

DATE SUBMITTED: February 19, 2013

A) 2008 Interlocal Agreement between the City and Highline School District

CLEARANCES:

Legal JSB

Finance NA

Marina NA

Parks, Recreation & Senior Services JSB

Public Works JSB

Police NA

Courts NA

Community Development NA

B) 2013 Addendum to Interlocal Agreement

APPROVED BY CITY MANAGER
FOR SUBMITTAL: JSB

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval to extend the Interlocal Agreement between the City and Highline Water District regarding the use of District property known as the Zenith Park.

Motion

Motion: "I move to approve the Addendum to extend the Interlocal Agreement between the City and Highline School District for use of Highline School District property, for a term of five (5) years, wherein the District grants the City the right to use a portion of the District's Property known as Zenith Park for parks and recreational purposes, and authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

For over two decades, the City of Des Moines has leased the Zenith Park site from Highline School District for City parks and recreation purposes. During the term of the Agreement, the City, with the

District's permission, developed the property by making improvements such as construction of sports fields, irrigation, a sports court and parking. In 2008, the City and Highline School District signed an Interlocal Agreement to jointly provide maintenance at the park site to continue City and School District use of the site.

Discussion

The Zenith Park site, leased from the Highline School District is one of Des Moines' Community Parks. Highline School District and City of Des Moines staffs have collaborated to maintain Zenith Park to provide much needed practice and game fields for City, School District and community youth soccer, baseball and football sports groups.

This Addendum to the 2008 Interlocal Agreement between the City and School District would extend the expiration date of the City's lease of the Zenith site for public park purposes to May 14, 2018.

The original agreement identifies both District and City maintenance responsibilities for the site and allows for volunteer user group support to supplement City and District resources. The Addendum to the Interlocal Agreement has been approved by the Highline School District.

Alternatives

City Council may deny approval of the Addendum to the Interlocal Agreement.

Financial Impact

No additional funds are needed. The current Parks Maintenance Budget provides resources for regular safety evaluations, equipment and systems repairs, graffiti removal and field preps. Site mowing is provided during the months of September through March as defined in the Agreement. Daily litter control is provided through the City's agreement with CleanScapes. The School District provides routine site mowing during the months of March through August as defined in the Agreement.

Recommendation

City Administration, Parks, Recreation and Senior Services and Public Works recommend City Council approval of the Interlocal Agreement between the City and District. This Community Park is located in the Zenith neighborhood which has a severe deficit of park facilities as identified in the 2010 Parks, Recreation and Senior Services Master Plan. The Agreement has been reviewed and approved as to form by the City Attorney.

Concurrence

Highline School District has approved the Amendment to the Agreement.

INTERLOCAL AGREEMENT FOR USE OF PARK PROPERTY

THIS AGREEMENT is entered into between the CITY OF DES MOINES ("City") and HIGHLINE PUBLIC SCHOOL DISTRICT NO. 401 ("District") (collectively known as "the Parties"), pursuant to Chapter 39.34 RCW for the purpose of describing the terms and conditions under which the District shall continue to grant to the City use of certain park property commonly known as Zenith Park.

1. In consideration of the covenants and agreements set forth herein, and under the subject as herein provided, the District grants to the City the use of the following described lands situated in King County, Washington. Described lands to include only the portion currently developed for playfield usage on the property:

The North 560 feet of the South 590 feet of that portion of the East 400 feet of Section 17, Township 22 North, Range 4 East, W.M., lying Westerly of the Westerly margin of 16th Avenue South as relocated and established by the King County Engineering Department under survey No. 28-22-4-19, also

The North 560 feet of the South 590 feet of that portion of Section 16, Township 22 North, Range 4 East, W.M., lying Westerly of the Westerly margin of 16th Avenue South as relocated and established by the King County Engineering Department under Survey No. 28-22-4-19.

2. If, during the term of this Agreement, the District should decide to surplus or sell the property described herein, the District will give written notice of such decision to the City no less than sixty (60) days prior to actively marketing the property and, in such event, the City shall not be precluded as a potential purchaser of the property at its fair market value.

3. The term of this Agreement shall be five (5) years from the date of execution. The parties may extend this Agreement for an additional five (5) year term by mutual written consent. Notice of intent to extend the Agreement must be provided in accordance with paragraph 11 hereof at least 60 days prior to the Agreement expiration. Either party hereto may terminate this Agreement by giving written notice to the other in accordance with paragraph 11 hereof of intent to so terminate, at least ninety (90) days prior to the intended effective date of termination.

4. The property shall be used for parks and recreational purposes only. The City may authorize groups, clubs, or organizations to use the property for purposes authorized by this Agreement, and shall have the right to charge and collect reasonable fees from persons or entities for such uses.

Highline Public School District
No. 401/City of Des Moines
Interlocal Agreement for use of Park Property 4-24-08
Page 2

5. The City accepts the premises in their present condition and may complete at its own costs and expense any capital improvements deemed necessary by the City required to make the property usable for park and recreational purposes, but such improvements and their completion shall be subject to the review and approval of the District. Nothing herein shall preclude the District from contributing capital funds for development and improvements of the land for park and recreational purposes only.

6. **District Responsibilities.** The District shall be responsible for routine landscaping maintenance of the Property (mowing) during the months of March through August.

7. **City Responsibilities.** The City shall be responsible for routine landscaping maintenance of the Property (mowing) during the months of September through February. The City will provide regular (weekly or monthly) safety evaluations and as needed repair of park equipment and irrigation system. The City shall be responsible for litter control, and garbage disposal, provided however, that the City may delegate such responsibilities to a community organization or other community volunteers. The City shall be responsible for facility scheduling.

8. **Insurance.** The City shall provide insurance coverage related to use of the Property ~~as a public park in amounts and with coverage satisfactory to the District.~~ The City shall provide the District with a certificate of coverage.

9. In the event of early termination of this Agreement by the District on 90 days' notice as permitted under Section 3 above, then, subject to statutory and constitutional limitations then in effect, the District shall reimburse the City for the City's capital expenditures that were previously approved by the District pursuant to Section 5 for improvements placed upon the lands by the City in an amount equal to the replacement costs of that portion of the improvements paid for by the City, less depreciation thereon.

10. The City agrees to hold the District harmless and to indemnify and defend the District against any and all claims or liability for damage to any person or property and costs incidental thereto arising with respect to the City's use and occupancy or the use and occupancy of any person using the premises under the control and authority of the City, except where such damage or injury is the result of District-sponsored or controlled activities on the subject premises or where such damage is attributable to some act or omission of the District. The District agrees to hold the City harmless and to indemnify and defend the City against any and all claims or liability for injury or damage to any person or property and costs incidental thereto caused by the negligence of the District or as a result of District-sponsored or controlled activities on the subject premises, and where such damage is not attributable to some act or omission of the City.

Highline Public School District
No. 401/City of Des Moines
Interlocal Agreement for use of Park Property 4-24-08
Page 3

11. Any written notice given by either party to the other under the provisions of, or with respect to, this Agreement, shall be delivered in person, or by certified or registered mail to the following addresses:

City: City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198-6398
ATTN: Patrice Thorell
Parks, Recreation and Senior Services Director

District: Highline School District No. 401
15675 Ambaum Boulevard S.W.
Burien, WA 98166
ATTN: Geraldine Fain
Asst. Superintendent Support Services

or to such other address(es) as each party hereto may notify the other. Such change of address notification shall be provided in writing.

12. The Parties agree that this Agreement sets forth completely the terms of the Parties' agreement and understanding, that this Agreement supersedes any and all prior agreements or understandings, both oral and written, and that this Agreement cannot be modified without the express written consent of all Parties hereto.

Highline Public School District
No. 401/City of Des Moines
Interlocal Agreement for use of Park Property 4-24-08
Page 4

13. This Agreement may be signed in counterpart originals.

Dated this 15th day of
May, 2008.

Dated this 24th day of
April, 2008.

HIGHLINE SCHOOL DISTRICT NO. 401
By direction of its Board of Directors
taken [Signature]
By: [Signature]
John Welch
Its: Superintendent

CITY OF DES MOINES
By direction of the Des Moines City
Council taken 4/24/08
By: [Signature]
Anthony A. Piasecki
Its: City Manager

APPROVED AS TO FORM this
____ day of _____, 2008

APPROVED AS TO FORM this
20th day of April, 2008

By: _____
General Counsel For
Highline School District No. 401

By: [Signature]
~~Pat Bosmans~~ SUEAN MAHONEY
~~Asst~~ City Attorney
City of Des Moines

ATTEST:

By: [Signature]
Denis Staab, City Clerk
City of Des Moines

ADDENDUM/ CONTRACT EXTENSION

This is an addendum/contract extension to the *Interlocal Agreement for Use of Park Property* dated May 15, 2008 between the CITY OF DES MOINES (“the City”) and the Highline School District No. 401 (“the District”), with respect to certain park property known as Zenith Park.

Pursuant to Section 3 of said Interlocal Agreement, the term of the Interlocal Agreement may be extended for an additional five (5) year term upon mutual written consent of the parties.

By executing this Addendum, the parties herein agree that the *Interlocal Agreement for Use of Park Property* shall remain in full force and effect, and that the Interlocal Agreement will be extended for an additional five (5) years, such that the new expiration date shall be May 14, 2018.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, four (4) identical counterparts of this Addendum/Contract Extension, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 2013.

CITY OF DES MOINES

HIGHLINE SCHOOL DISTRICT NO. 401

By _____
Its City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on

By _____
Andréa S. Johnson
Executive Director of Facilities

21630 11th Avenue S
Des Moines WA 98198
Dated _____

Dated _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

School District Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina and Beach Park Development Plan

ATTACHMENTS:

1. Summary of Development Options Report by the Citizens Advisory Committee.

FOR AGENDA OF: February 28, 2013

DEPT. OF ORIGIN: Marina/Community Development

DATE SUBMITTED: February 15, 2012

CLEARANCES:

Legal N/A

Finance N/A

Marina 2/20/13

Parks, Recreation & Senior Services [Signature]

Planning, Building & Public Works _____

Police N/A

Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this report is to assist the City Council in its continuing discussion of the Marina and Beach Park Development Plan. Council direction is requested as it relates to a preferred development option, an implementation plan for the preferred development option and other issues important to the Council.

Background

The *Marina and Beach Park Development Plan* project objectives are to develop the City's waterfront properties in a manner that:

- Revitalizes City's Waterfront
- Attracts Both Local Citizens and Tourists
- Generates Economic Activity in an Underused Area
- Enriches Surrounding Area With an Attractive and Vibrant District
- Enhances City Revenues

- Creates a New Vision Through a Public Planning Process

The Advisory Committee was formed by Des Moines City Council to provide input in the process to determine potential land uses and development options for the Marina floor that support the Marina, Beach Park and the Marina District Neighborhood. The stakeholders come from a variety of backgrounds that represent the citizens at large, business community, Marina tenants, condo residents, Planning Agency, City Council, and City staff. The City has partnered with GeoMetrics LLC, LMN Architects and BERK to provide the supporting market analysis, comparative financial and fiscal analysis of development concepts, and a project implementation plan.

Over the past eight months, the City has sponsored five (5) Marina & Beach Park Development Advisory Committee meetings and two (2) open houses to provide an opportunity for public input. The following information has been developed in support of these efforts:

- Marina & Beach Park Development Advisory Committee – Meeting #1 - #5 agenda packets, presentations, and meeting summaries;
- Open House #1 and #2 – handouts, public comments, public process survey and survey results;
- *Marina & Beach Park Development Plan Site Analysis Report* (City of Des Moines, April 2012);
- *Draft Market Analysis Summary, Marina & Beach Park Development Plan* (BERK and Columbia Hospitality, May 2012); and
- *Financial and Fiscal Analysis Summary* (BERK, September 2012).

This information is available electronically on the City's website at:

<http://www.desmoinesmarina.com/local-info/marina-and-beach-park-advisory-committee>

The Advisory Committee, with input from City staff, consultants and the community, identified four development options that present a range of land uses that include mixed use office, restaurant, retail, hotel, marine services, marine industrial, parking garage and public open space. LMN Architects developed conceptual visualizations of the development options along with building specifications to be analyzed for financial and fiscal considerations. BERK prepared a market analysis and a comparative financial and fiscal analysis of the site development concepts.

October 23, 2012 – the Advisory Committee met to discuss the public comments received at Open House #2 and to confirm a preferred development option recommendation to the City Council (Attachment 3). The consensus of the Committee is for Council to consider a blend of Option 2 and 3, recognizing that the market will ultimately determine feasibility of some uses and that development should be phased over time. One Committee member expressed a preference for Option 4 and another Committee member could not support any of the options. Three Committee members were unable to attend.

November 1, 2012 – Council was briefed on the four land use options under consideration as part of the Marina and Beach Park Development Plan. BERK provided an overview of the Market Analysis and the comparative Fiscal Analysis and Tony Hettler gave an overview of the Advisory Committee's recommendation for a preferred land use option – a blend of Option 2 and Option 3).

December 6, 2012 – The Advisory Committee hosted the final public open house to present the Committee's preferred development option. Later that evening the staff and consultants presented the

Committees' recommendations to the full Council along with a request for direction on the development of an implementation plan for development on the Marina floor. At that meeting a majority of the Council expressed a preference for the Advisory Committee's recommendation but indicated that more discussion was needed.

Discussion

A goal for tonight's meeting is for Council to provide staff direction regarding a preferred development option and path for moving forward. Key questions for Council consideration include:

1. What does an Option 2-3 blend look like in terms of land uses and public amenities?
2. What elements should be included in a first phase of development?
3. What are some strategies to address near-term and long-term parking needs and management? What additional information is needed to better understand the parking issue?
4. What elements should be included in a long-term implementation plan? Items currently identified include:
 - Draft phasing plan
 - Marina and Beach Park Marketing Plan
 - Draft Lease Agreement(s) in coordination with City for land lease agreements
 - Draft Development Agreements (if any) between City of Des Moines and potential users
 - Completion of the Marina Short Plat project. Prepare for the creation of recorded parcels that can be leased. Extinguish old unused utility easements and create new ones.
5. What other issues are important to the Council?

The staff also needs Council direction on the structure, time line and execution of the implementation plan. The options include but are not limited to:

1. Select a commercial real estate broker using the "request for qualifications", (RFQ), process and let them market the property and deal with lease agreements, etc. while the staff deals with the physical tasks like easements, traffic, parking and creating the parcels to be leased.
2. Select a "site developer" using a process similar to the process the Port of Seattle is using for the development of the Des Moines Business Park. In this option most of the implementation is the responsibility of the site developer, including the lease agreements and the creation of easements and lease parcels with input from City staff.
3. Staff with the help of real estate professional consultants develops the implementation plan including draft lease agreements, lease parcels, utility easements and then uses commercial real estate brokers and/or the "request for proposals" process to find individual tenants for the parcels.

Alternatives

Council has an option of accepting or further modifying the Option 2-3 blended alternative as recommended by the Marina and Beach Park Advisory Committee. The Council also has alternatives in guiding the structure and execution of any implementation plan. Those alternatives can include those mentioned in the staff presentation or others that are developed during the discussion.

Financial Impact

Development of the Marina upland area provides an opportunity to generate economic activity, enhance City revenues and help sustain the Marina operations.

Recommendation or Conclusion

Council direction is requested regarding how to proceed with the Council validation of a preferred land use option for development of the Marina upland area and implementation plan.

Concurrence

N/A

Marina & Beach Park Development Planning

December 6, 2012

Denise Lathrop, PBPW
Joe Dusenbury, Harbormaster
Heber Kennedy, GeoMetrics

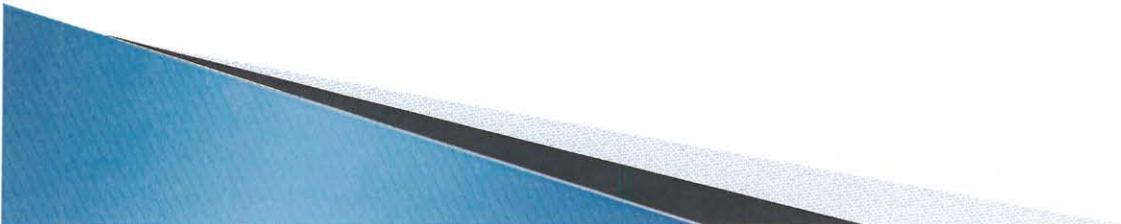
Purpose of tonight's study session...

- ▶ Provide Overview:
 - Land Use Options
 - Implementation Plan
- ▶ Continued Council Discussion
 - Clarifying questions
 - Weigh pros/cons of development options
 - Recommendation for a Preferred Option/Vision
 - Provide direction for Implementation Planning



Project Objectives

- ▶ Revitalize City's Waterfront
- ▶ Attract Both Local Citizens and Tourists
- ▶ Generate Economic Activity in an Underused Area
- ▶ Enrich Surrounding Area With an Attractive and Vibrant District
- ▶ Enhance City Revenues
- ▶ Create a New Vision Through a Public Planning Process



Development Principles

1. Create a "village like" setting.
2. Rely on shared parking.
3. Emphasize physical connection to downtown.
4. Strengthen use of Beach Park.
5. Expand waterfront esplanade.
6. Develop synergy for mix of uses.
7. Minimize view impacts.
8. Attract both residents and visitors.
9. Foster diversity of employment.

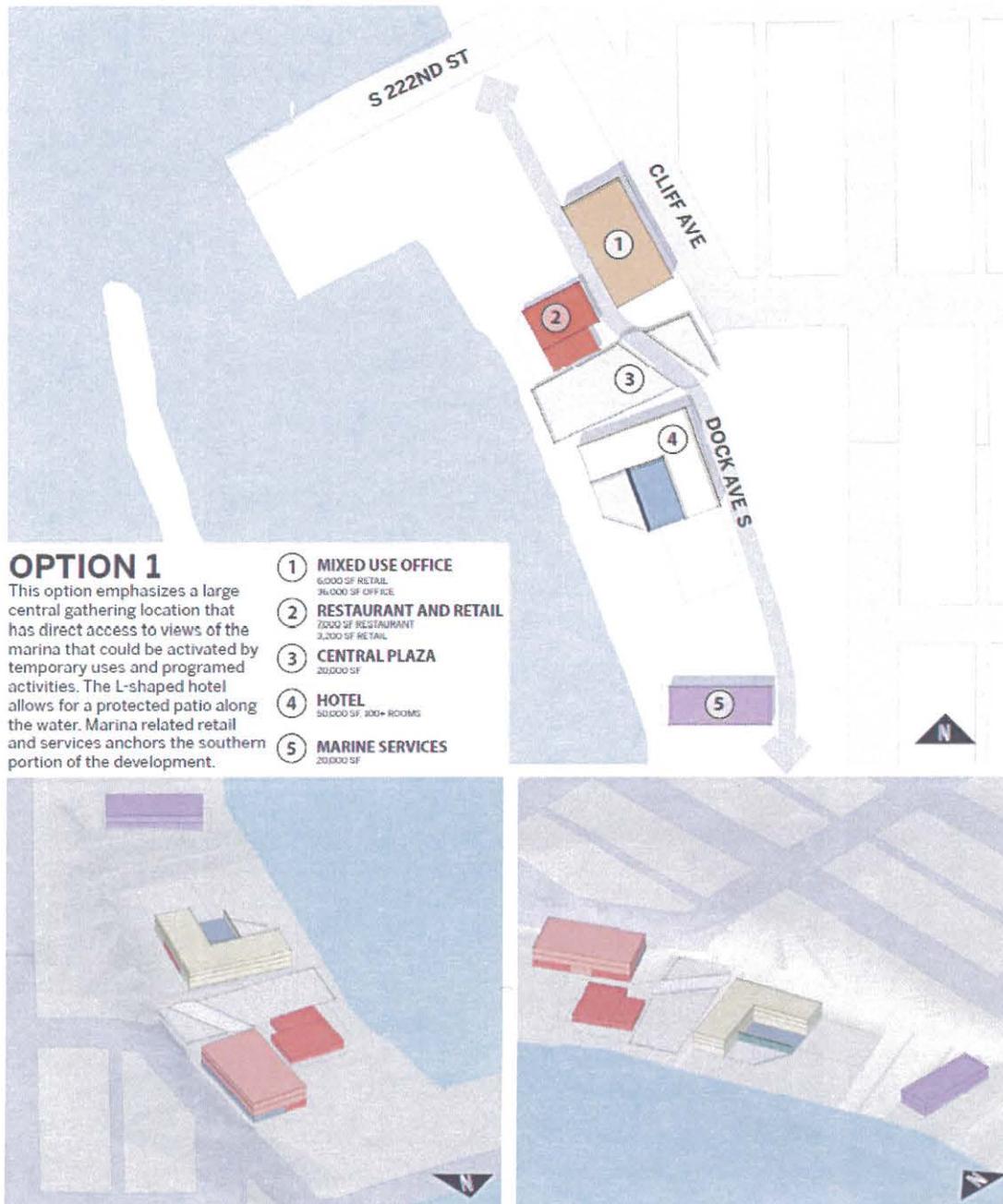


Des Moines Marina and Beach Park Development

LMN

Development Principles

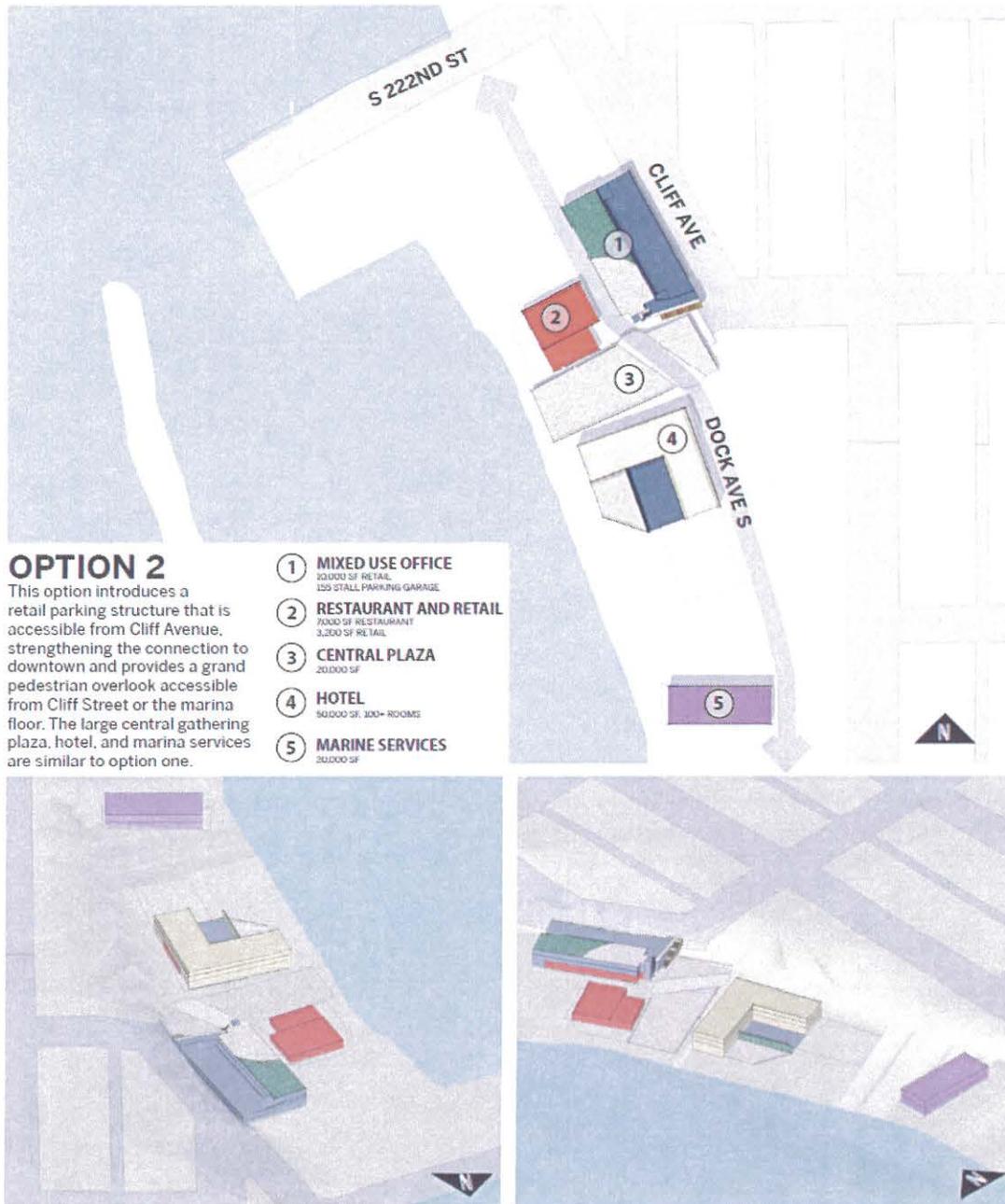
1. Create a "village like" setting
2. Rely on shared parking
3. Emphasize physical connection to downtown
4. Strengthen use of Beach Park
5. Expand waterfront esplanade
6. Develop synergy for mix of uses
7. Minimize view impacts
8. Attract both residents & visitors
9. Foster diversity of employment



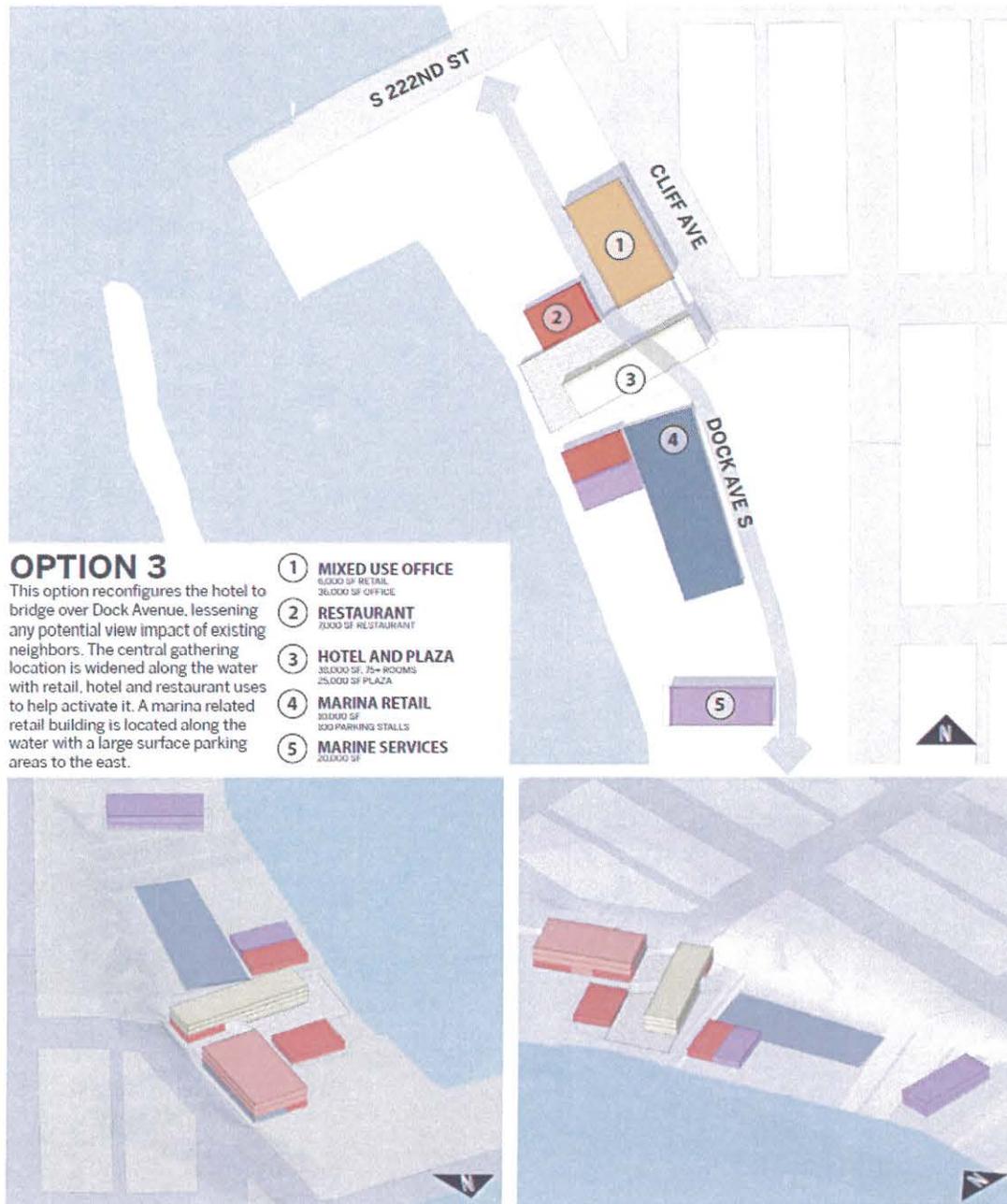
Option 1

1. **Mixed Use Office**
 - 6,000 SF Retail
 - 36,000 SF Office
2. **Restaurant & Retail**
 - 7,000 SF Restaurant
 - 3,200 SF Retail
3. **Central Plaza**
 - 20,000 SF Retail
4. **Hotel**
 - 50,000 SF, 100+ Rooms
5. **Marine Services**
 - 20,000 SF

Option 2



1. **Parking Garage & Retail**
 - 155 Stall Parking Garage
 - 10,000 SF Retail
2. **Restaurant & Retail**
 - 7,000 SF Restaurant
 - 3,200 SF Retail
3. **Central Plaza**
 - 20,000 SF Retail
4. **Hotel**
 - 50,000 SF, 100+ Rooms
5. **Marine Services**
 - 20,000 SF



Des Moines Marina and Beach Park Development

LMN

Option 3

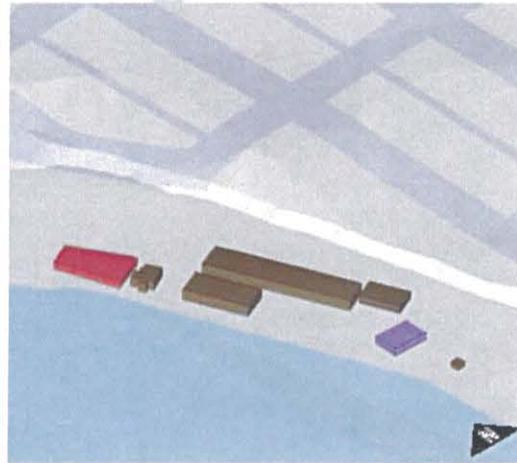
1. **Mixed Use Office**
 - 6,000 SF Retail
 - 36,000 SF Office
2. **Restaurant**
 - 7,000 SF Restaurant
3. **Central Plaza**
 - 20,000 SF Retail
4. **Hotel**
 - 50,000 SF, 100+ Rooms
5. **Marina Retail**
 - 10,000 SF
 - 100 Parking Stalls
6. **Marine Services**
 - 20,000 SF



OPTION 4

This option represents a reduced development scenario that implements the 2007 Marina Master Plan. It includes a new commercial building with a restaurant or small scale grocer and outdoor deck located to the area north of the Harbormasters Office, and a Marine Hardware/Retail and Marina Maintenance building to the south of the boat yard.

- ① RETAIL/GROCER
6,000 SF RETAIL
- ② EXISTING HM OFFICE
2,900 SF
- ③ EXISTING DRY STORAGE
22,500 SF
- ④ NEW BOATYARD BUILDING
4,000 SF
- ⑤ MARINA RETAIL
5,900 SF



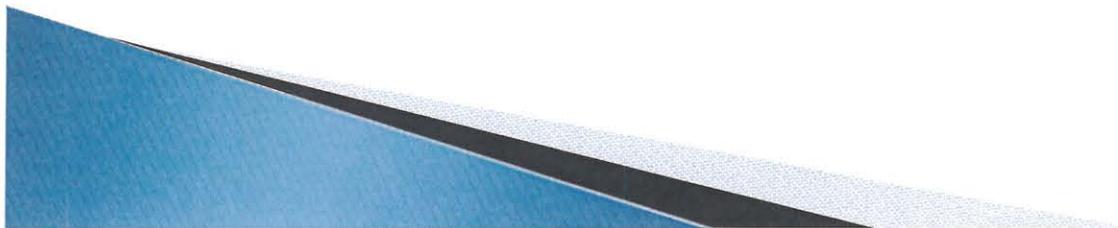
Option 4

(2007 Marina Master Plan)

1. Marina Retail
 - 6,000 SF
 - 1,500 SF Deck
2. Marine Services
 - 5,000 SF

Implementation Planning

- ▶ Facilitates the transition to the leasing and development of the property
- ▶ Planning Elements
 - Regulatory process and timeline
 - Draft phasing plan
 - Marketing Plan
 - Development and Lease Agreements



Advisory Committee Recommendation

- ▶ Blend of Option 2 and Option 3
 - Provides flexibility to respond to market demand
 - Strong support for restaurant and public amenities (Phase I)
 - Office and hotel further out on horizon
- ▶ Minority positions
 - Cannot support any of the options (1)
 - Support for Option 4 (1)



Council Discussion

- ▶ Weigh pros/cons of options
- ▶ Select preferred option
- ▶ Provide direction for implementation planning

Attachment 1

Des Moines Marina & Beach Park Implementation Plan Elements

Summary: The Implementation Plan for the Des Moines Marina and Beach Park is a process that facilitates the transition from the research and planning process to the leasing and development of the property. While the planning process researched the potential uses and evaluated the various development options as to their financial performance and returns to the City, there are several steps that must be completed to bring the property to market. The following highlights the process that will be used in accomplishing this task. The Advisory Committee will review each of the tasks upon completion by the consultant.

Task 1: This step will identify timelines and process needed to make changes (where needed) to the City's Land Use Plans or Regulations prior to leasing the property to a tenant. For example, one issue that needs to be addressed is a requirement under state law that requires that the leased property must be a legal lot of record. An entity cannot lease property with just metes and bounds. Successful completion of this task will assure that the leased parcel(s) will comply with existing regulations and can be financed.

Task 2: Based on the market research and the comparative financial analysis, the preferred development option will likely be phased due to market demand, development climate, financial availability and the attractiveness of the development scenario. In creating a phasing plan, consideration should be given to those land uses that have a synergistic effect in attracting other users in the development and as such, should be considered the initial leading contenders. However, this characteristic must be balanced with market research data and other factors when considering site phasing. Task 2 will result in a draft phasing plan for the development.

Task 3: Once the phasing plan has been developed and approved, the next step is creation of a Marketing Plan for the property. Again, based on market research and the comparative analysis, attraction of the uses will likely require different approaches. For example, some land uses may be best attracted by the City offering the parcel through a RFQ/RFP (Request for Qualification/Request for Proposals). Other land uses may require a targeted approach whereby the parcels are taken to individual developers or owner-operators to attract interest. This draft marketing plan will be reviewed by the Advisory Committee and staff.

Task 4: The City of Des Moines will be entering long term ground or space leases with sophisticated and knowledgeable developers or owner-operators. Thus, the city's lease agreement will need to be reviewed and modified as necessary to give the city full protection and minimum exposure under the agreement between the parties. The draft agreement will be created in coordination between the city staff and consultants. In addition, a document assigning the lease to the tenant's lender will be needed in order for the tenant to finance the improvements placed on the leased parcel. Creation of these documents will represent completion of this Task.

Task 5: Other documents that are typically used in the course of land or space leases may be needed. These include Development Agreements, Reciprocal Easement Agreements, Options to Lease, Right of Entry, Hold Harmless Agreements, etc. These agreements will be developed by Des Moines staff and the consultant.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Prohibition of Sky Lanterns

FOR AGENDA OF: February 28, 2013

ATTACHMENTS:

1. Draft Ordinance No. 12-117
2. Informational Bulletin from State Fire Protection Bureau

DEPT. OF ORIGIN: Police

DATE SUBMITTED: February 19, 2013

CLEARANCES:

- Legal KG
 Finance NA
 Marina NA
 Parks, Recreation & Senior Services NA
 Planning, Building & Public Works NA
 Police GD
 Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to approve Draft Ordinance No. 12-117, prohibiting the use of sky lanterns in the City of Des Moines.

Suggested Motion

FIRST MOTION: "To suspend Rule 26(a) in order to enact Draft Ordinance No. 12-117 on first reading."

SECOND MOTION: "To enact Draft Ordinance No. 12-117 adding new sections to chapter 9.42 DMMC to define and prohibit the use of sky lanterns in Des Moines."

Background

Sky lanterns are an airborne display device used for entertainment. A sky lantern is typically made of paper with a wood frame containing a candle which serves as a heat source inside the lantern causing the lantern to lift into the air. When lit, the sky lanterns will rise up and float in the air to create a visual display. Once airborne, it is impossible to control the flight of a sky lantern. They can reach altitudes as high as 1,500 feet and fly in whatever direction the wind sends them. Eventually they lose their lift and return to the ground. It is possible the heat source in the sky lantern will still be active when it lands. If

it lands in a flammable area a fire could result and, since their route is unpredictable and typically people who launch them don't follow them, a fire could start. Although the launching of sky lanterns typically signifies a celebration of some sort, their use has been documented to be a fire risk as they have an unpredictable flight path and can travel several miles before landing and have the potential to land while their heat source is still burning.

Discussion

The City of Des Moines has been made aware of concerns raised by Des Moines residents and marina tenants about sky lanterns being launched from the Des Moines Marina which could potentially start a fire when they land. After discussing the issue with the South King County Fire Department (SKCFD) and the Public Safety and Transportation Committee, and reviewing other cities, counties, and states responses, this Draft Ordinance is being brought forward.

Chapter 9.42 DMMC, *Fireworks Prohibition and Permits*, has no authority to prohibit sky lanterns as they are not defined as fireworks in the Code or under state law. The City Manager has recently approved an amendment to the Marina Rules & Regulations prohibiting sky lanterns in areas that fall within the jurisdiction of the Marina Rules, which encompasses the Marina as well as the Redondo boardwalk and pier.

To provide the City with the authority to prohibit sky lanterns, Draft Ordinance No. 12-117 creates a definition for sky lanterns and prohibits their use, discharge, launch, or ignition in the City of Des Moines.

Alternatives

Not enact Draft Ordinance No. 12-117.

Financial Impact

None.

Recommendation or Conclusion

It is recommended that Draft Ordinance No. 12-117 be enacted on first reading.

Concurrence

The Police Department, Marina, and South King Fire and Rescue concur.

CITY ATTORNEY'S FIRST DRAFT 11/27/2012

DRAFT ORDINANCE NO. 12-117

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to fireworks, adding new sections to chapter 9.42 DMMC to define sky lanterns and to prohibit their use in the City, and establishing an effective date.

WHEREAS, chapter 9.42 DMMC, *Fireworks, Prohibitions and Permits*, prohibits the sale, use, and discharge of fireworks except for in limited circumstances, and

WHEREAS, sky lanterns create a danger to the public health, safety, and general welfare because they have an unpredictable flight path and can travel several miles before landing with the potential of starting a fire if they land on combustible materials while their fuel cell is still burning, and

WHEREAS, sky lanterns do not meet the definition of a firework and thus are not prohibited by DMMC 9.42.030 nor are they subject to RCW 70.77.250(4) which requires city ordinances more restrictive than state law regarding fireworks to have an effective date of one year after adoption, and

WHEREAS, the City Council finds that prohibiting sky lanterns and similar devices reduces the risk of fire danger to the citizens of Des Moines and the surrounding areas and is in the public interest, now therefore;

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. A new section shall be added to chapter 9.42 DMMC, *Fireworks, Prohibitions and Permits*, to read as follows:

Sky lantern defined. "Sky lantern" means an airborne lantern typically made of paper with a wood or wire frame containing a candle, fuel cell composed of waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air.

Sec. 2. A new section shall be added to chapter 9.42 DMMC, *Fireworks, Prohibitions and Permits*, to read as follows:

Ordinance No. _____
Page 2 of 2

Use of sky lanterns and similar devices unlawful. It is unlawful for any person to use, discharge, launch or ignite within the City any sky lantern or unmanned free-floating device which requires fire underneath to propel and which is not moored to the ground while aloft.

Sec. 3. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 4. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2013 and signed in authentication thereof this _____ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____



Fire Protection Bureau – Licensing Section
 PO Box 42600
 Olympia, WA 98504-2600
 Contact: Dan Johnson 360-596-3913



INFORMATIONAL BULLETIN

For Release 2/10/2012

SKY LANTERNS

What is a Sky Lantern? It is essentially a miniature, unmanned hot air balloon that relies on an open flame as a heat source to heat the air inside the lantern with the intention of causing it to lift into the atmosphere.

Typically made of rice paper or flame resistant paper, it has a fuel cell in the opening. The fuel cell is normally a piece of waxy paper, waxy cardboard or a wax ring attached to the lantern by flame resistant string, bamboo sticks or metal wires.

Once lit, the Sky Lantern can be airborne for 10 to 15 minutes before the fuel cell is exhausted and it floats back to the ground. Being constructed of light weight materials the Sky Lantern can achieve an altitude of 1,500 feet or more and have an unpredictable flight path, going wherever the wind takes it, making it possible to travel several miles before landing.

The potential for starting a fire exists if it lands in trees, on grass, brush, rooftops or other combustible materials while the fuel cell is still burning.

Sky Lanterns are manufactured in a variety of shapes, sizes and colors. Some of the newer lanterns are marketed as Fire Safe, Eco Friendly and/or biodegradable.

Sky Lanterns have been banned for sale and use in Australia, Germany and Spain. Tennessee recently classified the Sky Lanterns as a "Special Firework", exclusively for use by commercial operators, banning the sale and use by private consumers. Hawaii is in the process of adopting a similar ban. San Diego, California has also banned them as other communities around the country are also considering a ban.

In Washington State, Sky Lanterns do not meet the definition of a firework, therefore RCW 70.77.250 (4); "Any ordinances adopted by a county or city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption" is not applicable.

If you have questions, contact Chief Deputy State Fire Marshal Dan Johnson at (360) 596-3913 or email: daniel.johnson@wsp.wa.gov.



Examples of Fuel Cells

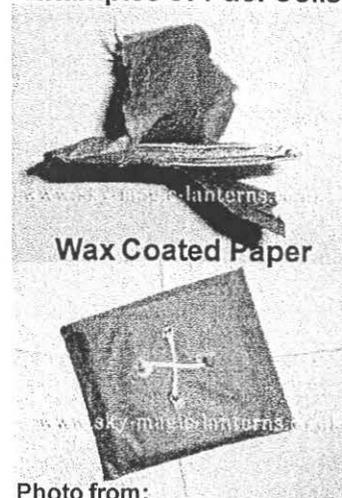
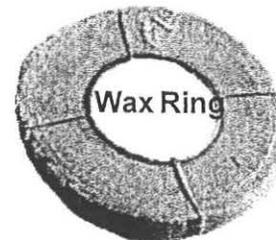


Photo from:
www.skylanternsdirect.com



The pictures above are for illustrative purposes only.

A G E N D A I T E M

**BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA**

SUBJECT: Sole-source contract for purchase and installation of a CCTV Security Camera System at the Redondo Boat Launch Facility and Memorandum of Understanding with Highline Community College.

FOR AGENDA OF: February 28, 2013

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: February 5, 2013

ATTACHMENTS:

- 1. Draft Resolution 13-024
- 2. Reliable Security Services Contract, with Exhibit A
- 3. Memorandum of Understanding – City of Des Moines and Highline Community College.

CLEARANCES:

- Legal KG
- Finance NA
- Marina 2/20/13
- Parks, Recreation & Senior Services NA
- Planning, Building & Public Works NA
- Police 35920
- IT Manager Pradha

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this item is to request Council approval for entering into a sole-source contract for the purchase and installation of a CCTV Security Camera System at the Redondo Boat Launch Facility and Highline Community College’s MaST building and approval of a Memorandum of Understanding with Highline Community College for the operation of the system.

Suggested Motion

First Motion: “I move to adopt Draft Resolution No. 13-024 waiving state competitive bidding requirements for the purchase and installation of a security camera system for the Redondo Boat Launch Faculty.”

Second Motion: “I move to approve the contract with Reliable Security Services, Inc. for the purchase and installation of a security camera system, in an amount not to exceed \$44,779.00 plus Washington State Sales Tax, and to authorize the City Manager to sign the contract substantially in the form as submitted.”

Third Motion: “I move to approve the Memorandum of Understanding with Highline Community College for the installation, use, and operations of a CCTV camera system at the Marine Science and Technology Center and Redondo Beach, and authorize the City Manager to sign the Memorandum substantially in the form as submitted.”

Background

In October of 2006, the Council approved a contract with Reliable Security Services, Inc. from Everett, WA, to install a Closed Circuit Television "CCTV" Security Camera System in the Marina. The project was completed in early 2007 (Phase I). Reliable Security Services was the lowest of five bids received for the project. Since the initial installation, the City has worked with Reliable Security Services, Inc. to expand, upgrade and maintain the CCTV system, including a sole-source contract for the addition of several more cameras and another Digital Video Recorder "DVR" in 2009.

Discussion

The last decade has seen some significant changes at the Redondo Boat Launch Facility. Even though the number of fishing related boat launches has been flat or declined a little, other activities at the Redondo Facility have grown in popularity. SCUBA divers have become one of the largest user groups and can be found at the facility all year round. Patrons of Highline Community College's Marine Science and Technology facility, (MaST) and families enjoying the beaches have become significant user groups, along with people who want to enjoy a walk on the boardwalk and public fishing pier.

Three years ago, the Marina committed to staffing the facility during daylight hours from the middle of June thru Labor Day and last year the Marina installed a new pay station and shelter in the parking lot that is much easier to use. The increase in staffing and the new pay station have contributed to significant increases in revenue from the parking lot that now consistently total \$70,000 to \$80,000 per year.

With the increase in use, the staff has noted an increase in inappropriate behavior, including a serious crime that occurred in 2011. It has always been the staff's goal to install a CCTV system at Redondo but efforts were stymied because there is no easy way to get a high-speed internet connection to the restroom building. Earlier in the year, during discussions with Highline Community College staff at the MaST facility the possibility of a partnership came up. The MaST facility has a high-speed internet connection to the main network on the campus that could be used to send the CCTV images from Redondo to a place where they could be accessed by the City. The staff has been working on an agreement with HCC that would allow the recording equipment to be placed in the MaST and the images would be accessed thru the HCC network. As of now, the City staff work group has decided on the areas to be monitored and the corresponding camera locations. In exchange for the use of the facility and the internet connection, the City would dedicate one of the initial 5 cameras to recording images at the front of the MaST facility. (The current project includes 5 cameras, but the DVR has the capacity for more cameras that could be added as needed at later dates.) The City's IT Manager has met with Highline's IT Manager to determine where the recording equipment would be located at the MaST facility and how the recordings would be accessed through Highline's network. The City's Assistant City Attorney is helping both organizations draft a Memorandum of Understanding ("MOU") that will identify each party's responsibilities and regulate how the images can be accessed. A draft of this MOU is included as attachment 3 and although minor revisions still need to be made, the final version will be substantially in the same form as attached.

Now that the technical problems have been resolved, the project can move ahead. The staff believes that the addition of a CCTV security camera system to this facility will deter crime and inappropriate behavior and protect the City's significant investment in this important area.

RCW 39.04.280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are “clearly and legitimately” limited to a single source of supply. Prior phases of the CCTV Security Camera Project were installed in the Marina by Reliable Security Services, Inc., with product-specific equipment after the necessary bid requirements were met. Reliable Security Services, Inc., is now the sole provider of equipment that is compatible with the existing City equipment and systems and therefore the Marina is clearly and legitimately limited to a sole source contractor for this project as required by law to waive the competitive bid requirements.

Alternatives

Alternative No. 1: Council may waive the competitive bid requirement and authorize the City Manager to enter into sole-source contract with Reliable Security Services, Inc. for this addition to the Marina’s CCTV Security Camera System.

Alternative No. 2: The Council may decline to waive the competitive bid requirement and direct staff to get bids for this addition to the CCTV Security Camera system.

Alternative No. 3 The Council may decline to authorize this project and give the staff further direction.

Financial Impact

Typically, before equipment of this type is purchased and/or installed, the IT Manager will review the proposal to determine if the supplier is providing the proper equipment for the intended use, and to determine if the proposed price is reasonable and fair. The IT Manager also reviews proposals that include installations to determine if the rates being charged are comparable to the rates charged by other companies in the industry. This analysis has been done and the proposal from Reliable Security Services, Inc. was found to be reasonable and competitive. The largest operating cost is depreciation of the equipment. The CCTV cameras and recorders in the Marina are considered to be part of the computer system and funds are set aside each year to provide for replacements. The staff estimates that an additional \$2500 will have to be set aside each year to provide for the new equipment at Redondo.

Recommendation or Conclusion

Staff recommends that the Council waive the competitive bid requirement for this CCTV Security Camera project and authorize the City Manager to enter into the attached sole-source contract with Reliable Security Services, Inc. for installing the CCTV Security Camera system at Redondo.

Concurrence

The Legal Department, the IT Manager and the Chief of Police concur with this recommendation.

HARBORMASTER'S FIRST DRAFT 1/25/2013**DRAFT RESOLUTION NO. 13-024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, waiving the state competitive bidding requirement for the purchase of additional security camera equipment and installation services from Reliable Security Services, Inc. for the Redondo Security Camera Project, pursuant to RCW 39.04.280(1)(a); and authorizing the purchase of same.

WHEREAS, RCW 39.04.280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are clearly and legitimately limited to a single source of supply, and

WHEREAS, in October of 2006, the City Council approved a contract with Reliable Security Services, Inc., the lowest bidder of five bids, to install a CCTV Security Camera System at the Des Moines Marina, and

WHEREAS, the Security Camera System Project was completed by Reliable Security Services in 2007 (Phase I), and

WHEREAS, the Des Moines Marina now seeks to expand its current CCTV security camera system to the Redondo Boat Ramp and Public Fishing Pier Facility, which has been budgeted for 2013, and

WHEREAS, City staff has researched the price of similar products and services in anticipation of entering into an agreement with Reliable Security Services, Inc., for the purchase and installation of the CCTV system at Redondo and found that Reliable Security Services, Inc., prices and rates were the same or less, and

WHEREAS, Phase I of the CCTV Security Camera Project was installed in the Marina by Reliable Security Services, Inc., with product-specific equipment, and the City wishes to install the same equipment at the Redondo facility to ensure that the Redondo system is compatible with the current system in the Marina, and

WHEREAS, Reliable Security Services, Inc., is able to install the CCTV system in Redondo without adversely affecting the existing system or warranties and can provide the same type of warranties and same level of service for the CCTV system in

Resolution No.

Page 2 of 3

Redondo as they currently provide to the City for the CCTV system in the Marina,

WHEREAS, Reliable Security Services, Inc., is the sole provider of equipment that is compatible with the existing City equipment and systems and therefore the Marina is clearly and legitimately limited to a sole source contractor for this project, and

WHEREAS, staff has requested that the City Council waive the state competitive bidding requirements and authorize the contract with Reliable Security Services, Inc.; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the camera equipment and installation services at the Redondo Boat Ramp and Public Fishing Pier facility is clearly and legitimately limited to a single source of supply and that the sole source of that supply for this project is Reliable Security Services, Inc.

Sec. 2. Based upon the preceding legislative findings, and pursuant to RCW 39.04.280(1)(a), the competitive bidding requirements for the City of Des Moines are hereby waived and the City Manager is authorized to execute a contract for the purchase of the cameras and installation services from Reliable Security Services, Inc., at a cost of \$44,779.00, , plus Washington state sales tax.

Sec. 3. This Resolution shall take place immediately.

ADOPTED BY the City Council of the City of Des Moines, Washington this ___ day of _____, 2013 and signed in authentication thereof this ___ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

Resolution No.
Page 3 of 3

ATTEST:

City Clerk



GOODS & SERVICES CONTRACT
between the City of Des Moines and
RELIABLE SECURITY SERVICES, INC.

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Reliable Security Services, Inc. organized under the laws of the State of Washington, located and doing business at P.O. Box 1298 Everett, WA, 98201- 425-353-5512 - CON # RELIAS*112L2 - Bill Miller, President (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

The equipment and services listed in the proposal dated 10/11/2012 that is attached to this agreement as "Appendix 1".

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services 120 days from the date of the City's written notice-to-proceed.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$44,779.00, plus applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The City will pay when invoiced for equipment that has been delivered to the City and is in the City's possession. The City will pay when invoiced for installation work that has been completed and the equipment is working properly.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

VI. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

VII. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to

correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. The Vendor shall defend, indemnify and hold the City, 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 City.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or

insurance pool coverage maintained by the City shall be excess of the Vendor'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

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Vendor 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 Vendor 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 Vendor from the City.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract 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.

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract 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 JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. 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.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Vendor.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

<p>VENDOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Anthony A. Piasecki</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to form:</p> <p style="text-align: right;">_____ City Attorney</p> <p style="text-align: right;">DATE: _____</p>
--	--

<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>Bill Miller, President Reliable Security Services, Inc P.O. Box 1298 Everett, WA, 98201</p> <p>425-353-5512 (telephone) billmill@reliablesecurity.com (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Joe Dusenbury, Harbormaster City of Des Moines 21630 11th Avenue S., Suite ___ Des Moines, WA 98198 206-824-5700 (telephone) jdusenbury@desmoineswa.gov (facsimile)</p>



CITY OF DES MOINES MARINA
 22307 DOCK AVE. SO.
 DES MOINES, WA 98198
 ATTN: JOE DUSENBURY
 PHONE: 206-824-5700
 FAX: 206-878-5940

DATE: 10/11/12
 PREPARED BY: BILL MILLER
 QUOTE # 8241

CCTV UPGRADE FOR OUTDOOR CAMERAS

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>VIDEO EQUIPMENT</u>		
5	561276 IV 11000 HD FIXED IP CAMERAS STD LENS D/N PoE	\$1,282.84	\$6,414.20
5	417821 12 MONTHS SUP FOR ENHANCED MGMT SOFTWARE PER CHANNEL	\$72.90	\$364.50
5	ST-HB-MVP DOTWORKZ S TYPE HEATER BLOWER W/MULTI VOLT PLATFORM	\$334.06	\$1,670.30
5	D3-HB-MVP D3 HEATER BLOWER CAMERA ENCLOSURE	\$557.26	\$2,786.30
3	BR-MPM2 POLE MOUNT EXTENDED PACK	\$62.40	\$187.20
2	BR-STWP S TYPE HEAVY DUTY ARM	\$81.60	\$163.20
3	NEMA BOXES WITH POWER SUPPLIES	\$303.60	\$910.80
1	980396 NVR-AS 3000 RA6000 RAID5 DIST PARITY 20 STREAM LIC 6TB	\$3,510.00	\$3,510.00
1	NETWORK SWITCH ALLOWANCE	\$1,105.00	\$1,105.00
1	MARINA WORKSTATION ALLOWANCE	\$1,625.00	\$1,625.00
4	7020 FIRETIDE HOTPORT 7020, OUTDOOR MIMO-802.11n CAPABLE, DUAL RADIO, TRI-BAND SPECTRUM 2.4GHz/5GHz	\$3,243.50	\$12,974.00
4	AP20-050-MIMO-19 FIRETIDE 20 DEGREE PANEL ANTENNA 3X3 MIMO	\$403.00	\$1,612.00
4	CB-015-N FIRETIDE ANTENNA CABLE ASSEMBLY	\$188.50	\$754.00
1	3000-9000-ELE-10 FIRETIDE HOTVIEW PRO MESH MANAGEMENT SOFTWARE 10 NODES	\$1,683.50	\$1,683.50

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 FAX: 206-878-5940

DATE: 10/11/12
 PREPARED BY: BILL MILLER
 QUOTE # 8241

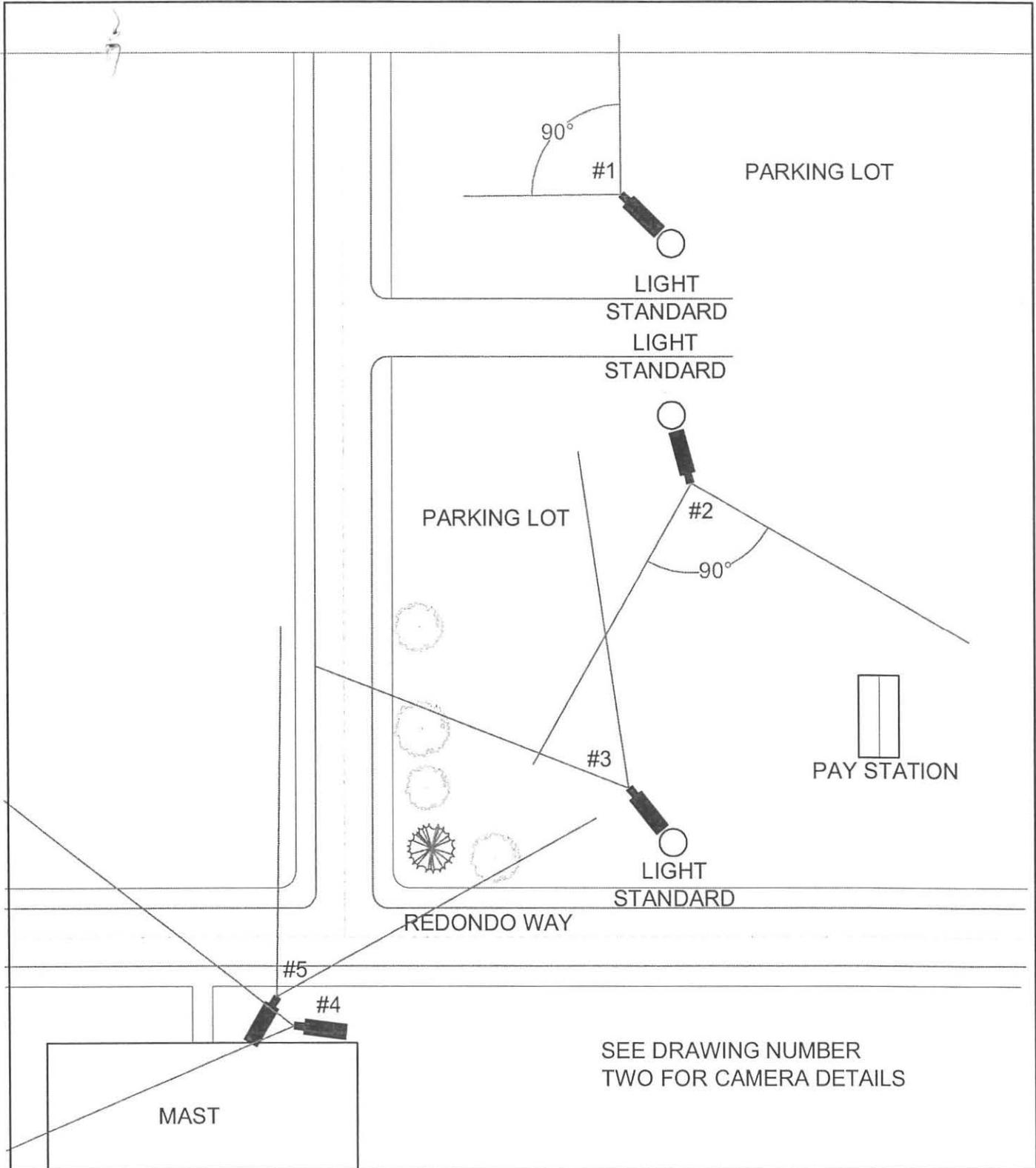
CCTV UPGRADE FOR OUTDOOR CAMERAS

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
	<u>INSTALLATION</u>		\$8,304.00
	INSTALLATION		\$715.00
	MISC MATERIAL		
		TOTAL	\$44,779.00

SHIPPING AND PERMIT NOT INCLUDED
 CITY TO SUPPLY MANLIFT
 All prices subject to taxes if applicable.
Prices are good for 30 days only.

The information contained in this quote is privileged and confidential information intended only for the use of the individual or entity named above and you are hereby notified that any dissemination, copying or printing of this quote is strictly prohibited without prior written permission from the originator.

BY: _____ ACCEPTED: _____ Page 2 of 2 _____ DATE: _____



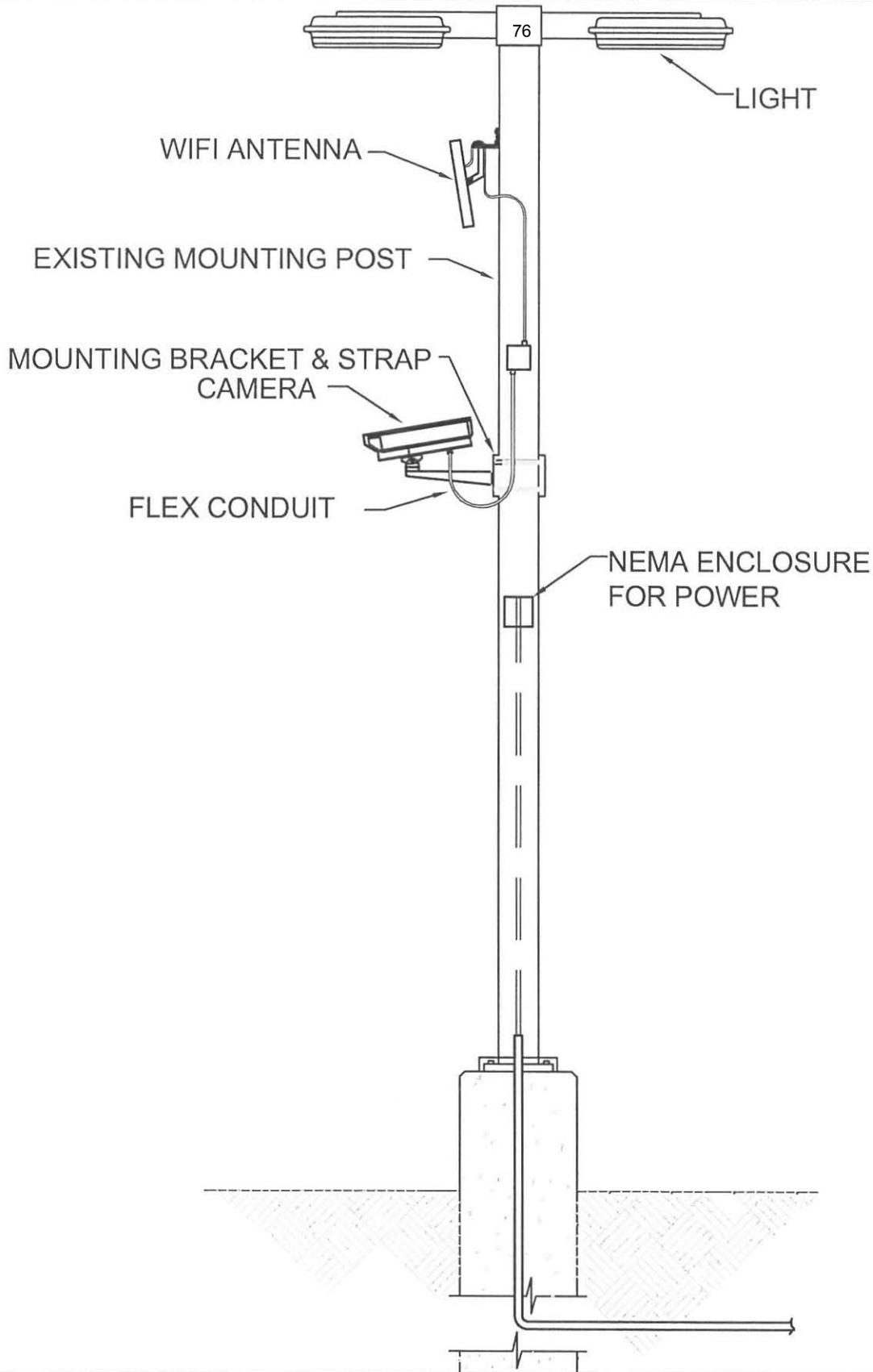
SEE DRAWING NUMBER TWO FOR CAMERA DETAILS



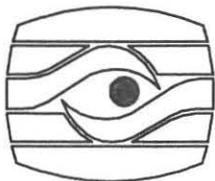
RELIABLE
SECURITY · SOUND · DATA

3717 McDOUGALL AVE. PH: 425.353.5512
EVERETT, WA. 98201 FX: 425.252.3426
E-MAIL: bill@reliablesecurity.com

TITLE: CAMERAS LOCATIONS		
PROJECT NAME: NORTHSHORE UTILITY DISTRICT		
RSSWO NO:	DWG NO: ONE	REV 1
SCALE: NTC	DATE: 10/10/2012	



TITLE: PULL MOUNTED CAMERA AND WIFI		
PROJECT NAME: NORTHSHORE UTILITY DISTRICT		
RSSWO NO:	DWG NO: TWO	REV 1
SCALE: 1/4"=1/16"		DATE: 10/10/2012



RELIABLE
SECURITY · SOUND · DATA

3717 McDOUGALL AVE. PH: 425.353.5512
EVERETT, WA. 98201 FX: 425.252.3426
E-MAIL: bill@reliablesecurity.com

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DES MOINES AND HIGHLINE
COMMUNITY COLLEGE FOR THE
INSTALLATION, USE, AND OPERATIONS OF A
CCTV CAMERA SYSTEM AT THE MARINE
SCIENCE AND TECHNOLOGY CENTER AND
REDONDO BEACH**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by the City of Des Moines (“City”) and Highline Community College (“Highline”), to provide for the installation, use, and operations of a closed circuit television (“CCTV”) system at the Marine Science and Technology Center (“MaST”) and Redondo Beach.

WHEREAS, Highline is the owner and operator of the MaST Center at Redondo Beach in Des Moines; and

WHEREAS, the City is the owner and operator of recreational properties known collectively as Redondo Beach; and

WHEREAS, use of the Redondo Beach area has increased over the last few years which has resulted in an increase in nuisance and criminal behavior; and

WHEREAS, the City has contracted to install a CCTV system at Redondo to monitor activity however the system requires a high speed internet connection and equipment to transmit the video; and

WHEREAS, Highline has a high speed internet connection at the MaST Facility and the capabilities to transmit the recordings for viewing by the City;

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

1. Purpose of MOU: The purpose of the MOU is to allow for installation, use, and operations of a closed circuit television security camera system that will monitor the surrounding area including the entrance to the MaST facility, the City’s right-of-way along Redondo Way South, The Redondo Beach Front Facility’s Sculpture Plaza and part of the Beach Front Facility’s parking lot.

2. Responsibility of the City of Des Moines.

- a) The City will pay all charges for the purchase and installation of the equipment, including the digital video recorder, (DVR), the uninterruptable power supply, (UPS), and the low voltage cable, (CAT 5), necessary to operate the two cameras mounted on the MaST building and the antennae that

will be mounted on the MaST building to receive the signals from the remote cameras.

- b) The City will be responsible for all maintenance and repair charges required by the system.

3. Responsibility of Highline Community College.

- a) Highline will provide space in the server room at the MaST Facility for the DVR and UPS and a 120 volt power supply for that equipment.

- b) Highline will provide space on the exterior of the building for mounting two cameras and an antenna, the exact location of which will be subject to the approval of HCC management.

- b. Highline will provide a secure VPN connection that will be used to remotely access the DVR.

4. Duration. This MOU shall become effective when it is executed by both parties and shall remain in effect through _____, with automatic extensions annually, unless terminated as described in section 5.

5. Termination. Any party may terminate its participation in the MOU without cause by giving the other Cities a thirty day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given.

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

City of Des Moines

Highline Community College

7. Indemnification. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

8. Insurance. Highline is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement

will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. The City is and will remain through the duration of this agreement self insured through WCIA and shall provide proof of such membership.

9. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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 JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this _____ day of _____, 2013.

HIGHLINE COMMUNITY COLLEGE

By: _____

Approved As To Form:

Title: _____

City Attorney

Date: _____

Attest: _____

CITY OF DES MOINES

By: _____

Approved As To Form:

Title: _____

City Attorney

Date: _____

Attest: _____

