

**AGENDA**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11<sup>th</sup> Avenue S, Des Moines, Washington**

**April 26, 2018 – 7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE**

**COMMENTS FROM THE PUBLIC**

**BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

**PRESIDING OFFICER'S REPORT**

**ADMINISTRATION REPORT**

Item 1: AVIATION ADVISORY COMMITTEE UPDATE

**CONSENT CALENDAR**

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the March 8 and March 22, 2018 City Council regular meetings.

Page 11 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 18, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153733-153898	\$ 467,576.58
Electronic Wire Transfers	#1020-1025	\$ 457,223.50
Payroll Checks	#19036-19038	\$ 956.87
Payroll Direct Deposit	#140001-140169	\$ 354,672.96
Total Checks and Wires for A/P and Payroll:		\$1,280,429.91

Page 13 Item 3: KaBOOM PLAYGROUND GRANT

Motion is to authorize the City Manager to submit a grant application to KaBOOM for the Des Moines Field House Play Area Project, and if awarded, to authorize the City Manager to accept and sign the grant Agreement substantially in the form as submitted.

- Page 23 Item 4: RECREATION AND CONSERVATION OFFICE AUTHORIZING RESOLUTION  
Motion is to adopt Draft Resolution No. 18-038, authorizing the City Manager to submit an application to the Recreation and Conservation Office (RCO) for grant funding in the amount of up to \$700,000 for the Van Gasken on the Waterfront Acquisition Project.
- Page 33 Item 5: MEMORANDUM OF AGREEMENT CONCERNING SOUNDSIDE ALLIANCE FOR ECONOMIC DEVELOPMENT FOR 2018  
Motion is to approve the 2018 Memorandum of Agreement with Soundside Alliance Economic Development, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Page 39 Item 6: PUGET SOUND REGIONAL COUNCIL INTERLOCAL AGREEMENT FOR REGIONAL PLANNING IN THE CENTRAL PUGET SOUND AREA  
Motion is to approve the Interlocal Agreement for Regional Planning in the Central Puget Sound Area between the Puget Sound Regional Council and the City of Des Moines, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Page 59 Item 7: INTERAGENCY AGREEMENT WITH HIGHLINE COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER  
Motion to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as submitted.
- Page 65 Item 8: CONSULTANT SERVICES CONTRACT WITH DAVID A. CLARK ARCHITECTS, PLLC FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DES MOINES BEACH PARK SUN HOME LODGE FOUNDATION DESIGN, POLICE SERVICES CENTER, AND MUNICIPAL COURT SECURITY IMPROVEMENT PROJECTS.  
Motion is to approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Sun Home Lodge Foundation Design, Police Services Center, and Municipal Court Security Improvement Projects, in the amount of \$78,429.94, and additionally authorize the City Manager or designee to sign the Consultant Services Contract substantially in the form as submitted.
- Page 93 Item 9: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND TEAMSTERS LOCAL 763  
Motion is to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding the new mandatory sick leave provisions in state law and to authorize the City Manager to sign the MOU substantially in the form as attached.
- Page 133 Item 10: RECREATION AND CONSERVATION OFFICE YOUTH ATHLETIC FACILITIES PROJECT AUTHORIZING RESOLUTION

Motion is to Adopt Draft Resolution No. 18-045, authorizing the City Manager to submit a grant application for a Youth Athletic Facilities project to the Recreation and Conservation Office (RCO), for grant funding in the amount of up to \$350,000 for the Des Moines Field House Play Field /Skate Park Renovation Project.

Page 147 Item 11: HIGHLINE COLLEGE URBAN AGRICULTURE AGREEMENT  
Motion is to approve the Agreement between the City of Des Moines and the Highline College for its Urban Agriculture/Food Security Program, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Page 183 Item 12: 2017-2019 RECYCLING PROGRAM FUNDING  
Motion is to authorize the City Manager to Sign the 2017-2019 Local Solid Waste Financial Assistance Grant between the City of Des Moines and the Washington State Department of Ecology, substantially in the form as attached.

Page 207 Item 13: SOUTH SOUND BOATING SEASON OPENING DAY  
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 12, 2018.

#### **NEW BUSINESS**

Page 211 Item 1: NO KIDS LEFT INSIDE AGREEMENT  
Staff Presentation: Patrice Thorell

Page 219 Item 2: DRAFT RESOLUTION – HIGHLINE SCHOOL DISTRICT BOUNDARIES

#### **EXECUTIVE SESSION**

#### **NEXT MEETING DATE**

May 3, 2018 City Council Study Session

#### **ADJOURNMENT**

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**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11<sup>th</sup> Avenue South, Des Moines**

**March 8, 2018 – 7:00 p.m.**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Mahoney.

**ROLL CALL**

Council present: Mayor Matt Pina; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Deputy Mayor Pennington was absent.

**Direction/Action**

**Motion** made by Councilmember Nutting to excuse Deputy Mayor Pennington; seconded by Councilmember Back.

The motion passed 6-0.

**Staff present:**

City Manager Michael Matthias; City Attorney Tim George; Community Development Director Susan Cezar; Transportation & Engineering Services Manager Andrew Merges; Police Chief George Delgado; Assistant Harbormaster Scott Wilkins; Public Works Director Brandon Carver; Assistant City Attorney Matt Hutchins; City Clerk/Communications Director Bonnie Wilkins.

With Council's indulgence, Mayor Pina moved Presiding Officer's Report up in the Agenda.

**PRESIDING OFFICER'S REPORT**

Item 1: PACIFIC MIDDLE SCHOOL FUTURE CITIES PRESENTATION  
Students from Pacific Middle School gave their Future Cities presentation.

Mayor Pina read the Future Cities Proclamation into the record.

Item 2: DES MOINES YACHT CLUB ANNOUNCEMENT OF SPRING EVENT

Commodore Joe McCaslin invited Council to attend the South Sound Opening Day of Boating which is scheduled for May 12, 2018.

**CORRESPONDENCE**

- Letter from Pete von Reichbauer's office acknowledging receipt of Des Moines Resolution No. 1378.
- Email received from Representative Mia Gregerson, whom also received Des Moines Resolution No. 1378.

## COMMENTS FROM THE PUBLIC

- JC Harris, Des Moines; Airport issues.

## BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

### Councilmember Mahoney

- Shout out to father who is in the hospital.
- Anniversary of Officer Steven J. Underwood.
- Puget Sound Gateway meeting.
- Pancake Breakfast at Judson Park.

### Councilmember Back

- No report.

### Councilmember Bangs

- Gun violence.
- Attended Sound Cities Association Networking dinner.
- Open House on Landmark on the Sound.
- Poverty Bay Wine Festival.

### Councilmember Nutting

- No report.

### Councilmember Buxton

- Port of Seattle Reception
- Sound Cities Association Networking dinner.
- Woodmont tree removal meeting.
- Poverty Bay Wine Festival.
- Park Run.
- Transportation Committee meeting.
- Environment Committee meeting:
  - Shellfish.

## PRESIDING OFFICER'S REPORT

- Landmark Open House.
- Port of Seattle Reception.
- Passing of William "Bill" Murray.
- Poverty Bay Wine Festival.
- Mayor's Round Table meeting.
- Anniversary of Steven J. Underwood.
- Judson Park Pancake Breakfast.

**ADMINISTRATION REPORT**

- SCORE Admin. Meeting.
- Soundside Policy Committee Meeting.
- SCUBA Alliance.

**Direction/Action**

**Motion** made by Councilmember Mahoney to remand the issue of leasing tidelands at Redondo Beach for the purposes of securing a dive site location to the Environment Committee and direct staff to follow up with the Department of Natural Resources regarding a draft lease agreement; seconded by Councilmember Back.

The motion passed 6-0.

**CONSENT CALENDAR**

- Item 1: PUBLIC DEFENSE SERVICES CONTRACT 2018-2020  
**Motion** is to approve and ratify the proposed contract with Codd Law Offices for indigent public defense services for the period March 1, 2018 through February 29, 2020, substantially in the form as attached.
- Item 2: AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE PROCEDURE POLICY  
**Motion** is to approve Draft Resolution No. 18-015 establishing an Americans with Disabilities (ADA) Grievance Procedure policy.
- Item 3: WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION  
**Motion** is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.
- Item 4: MUSIC4LIFE PROCLAMATION  
**Motion** is to approve the Proclamation recognizing May as Music4Life month.
- Item 5: CITY MANAGER CONTRACT AMENDMENT #2  
**Motion** is to approve a single step increase for the City Manager from M-43 D to M-43 E, effective February 20, 2018, and to authorize the Mayor to sign contract amendment #2 substantially in the form as attached.
- Item 6: THE PINNACLES SUBDIVISION – FINAL PLAT  
**Motion** is to adopt Draft Resolution no. 18-011 approving the final plat entitled “The Pinnacles,” City File No. LUA2015-0030.
- Item 7: APPROVAL OF VOUCHERS  
**Motion** is to approve for payment vouchers and payroll transfer through February 28, 2018 included in the attached list and further described as follows:
- |   |                |                |
|---|----------------|----------------|
| Total A/P Checks/Vouchers                 | #153310-153411 | \$ 452,017.13  |
| Electronic Wire Transfers                 | #986-988       | \$ 91,300.08   |
| Electronic Wire Transfers                 | #997-1003      | \$ 201,325.94  |
| Payroll Checks                            | #19027-19028   | \$ 6,190.22    |
| Payroll Direct Deposit                    | #70001-70172   | \$ 326,456.54  |
| Total Checks and Wires for A/P & Payroll: |                | \$1,077,289.91 |

**Direction/Action**

**Motion** made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Bangs.  
The motion passed 6-0.

Mayor Pina read the Music4Life Proclamation into the record.

**NEXT MEETING DATE:**

March 22, 2018 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember Bangs to adjourn; seconded by Councilmember Buxton.  
The motion passed 6-0.

The meeting was adjourned at 8:10 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk/Communications Director

## MINUTES

### DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

March 22, 2018 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Mahoney and his son, Officer III Class Spencer Mahoney.

#### ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Public Works Director Brandon Carver; Water Quality Specialist Tyler Beekley; Assistant City Attorney Matt Hutchins; Police Chief George Delgado; Assistant Harbormaster Scott Wilkins; Acting Finance Director Cecilia Pollock; Parks, Recreation & Senior Services Director Patrice Thorell; Recreation Manager Rick Scott; City Clerk/Communications Director Bonnie Wilkins.

#### CORRESPONDENCE

- Letter received from Comcast regarding channel changes.

#### COMMENTS FROM THE PUBLIC

- JC Harris, Des Moines; Port of Seattle Maritime report.
- Bob Pond, Des Moines; Pot holes/road issues on Pacific Highway.

#### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

##### Councilmember Mahoney

- Judson Park pancake breakfast.
- Huntington Park Bingo.
- Farmer's Market meeting.
- Adriana grand opening.

##### Councilmember Back

- Short Course on local planning class.
- South County Area Transportation Board meeting.
- Sound Transit presentation.
- SCORE Retreat presentation.
- DUI Court open house.

**Councilmember Bangs**

- Attended Richard Curtis' funeral.
- Arts Commission meeting.
- Draft School Board Boundary plan meeting.
- Police Department Advisory Committee meeting.

**Councilmember Nutting**

- Municipal Facilities Committee meeting.
  - 2018 CIP Project update.
  - Mary Gay Park.
- Economic Development Committee meeting.
- Highline School District boundary line changes.
- Wished his wife a Happy Anniversary!

**Councilmember Buxton**

- Marina container village.
- Judson Park pancake breakfast
- Sound Cities Association workshop.
- Adriana ribbon cutting.
- Human Services Committee meeting.
- Rainbow Bingo.

**Deputy Mayor Pennington**

- Economic Development Committee meeting.
- Highline School District boundary line changes.
- Farmer's Market sponsorships needed.

**PRESIDING OFFICER'S REPORT**

- Judson Park pancake breakfast.
- Huntington Park Bingo.
- DUI Court open house.
- King 5 Expose at Auntie Irene's.
- Met with Adriana investors.
- Adrian grand opening.

**ADMINISTRATION REPORT****Item 1: FINANCE UPDATE**

Acting Finance Director Pollock gave a presentation to Council.

**Item 2: AVIATION ADVISORY COMMITTEE UPDATE**

Aviation Advisory Committee Member Mark Proulx gave an update to Council from the March 12, 2018 meeting.

**Item 3: SCORE UPDATE**

SCORE Budget Retreat.

- Police Chief Delgado spoke to Council regarding communication and police issues.

**CONSENT CALENDAR**

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through March 14, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#153412-153542	\$384,603.69
Electronic Wire Transfers	#1004-1009	\$186,657.90
Payroll Checks	#19029-19032	\$ 1,073.46
Payroll Direct Deposit	#90001-90181	<u>\$341,934.10</u>
Total Checks and Wires for A/P & Payroll		\$914,269.15

Item 2: KING COUNTY YOUTH AND AMATEUR SPORTS GRANT AGREEMENT

Motion 1 is to accept the 2018 King County Youth and Amateur Sports Grant for the Steven J. Underwood Memorial Park Play for All project in the amount of \$245,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Motion 2 is to accept the 2018 King County Youth and Amateur Sports Grant for the Midway Park Summer Fun in the Sun program in the amount of \$23,000, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Item 3: S. 251<sup>ST</sup> STORM OUTFALL PROJECT – CONSTRUCTION CONTRACT AWARD

Motion 1 is to approve the award of the construction contract of the S 251<sup>st</sup> Storm Outfall Project to Road Construction Northwest, Inc., in the amount of \$186,970.00 including sales tax, authorize a project contingency in the amount of \$19,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Motion 2 is to approve the Task Order Assignment with KPG for construction management services associated with the S 251<sup>st</sup> Storm Outfall Project in the amount of \$51,524.14, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Item 4: SEXUAL ASSAULT AWARENESS MONTH

Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

**Direction/Action**

Motion made by Deputy Mayor Pennington to approve the Consent Calendar; seconded by Councilmember Nutting.  
The motion passed 7-0.

Mayor Pina read the Sexual Assault Awareness Month Proclamation into the record.

## **PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: CONTINUED PUBLIC HEARING ON DRAFT ORDINANCE 15-206 RELATED TO THE SITING OF ESSENTIAL PUBLIC FACILITIES (EPFs)  
Staff Presentation: Chief Strategic Officer Susan Cezar

Mayor Pina opened the Public Hearing at 8:21 p.m.

Chief Strategic Officer Cezar gave a power point presentation to Council.

Seeing no one signed up to speak Mayor Pina asked if anyone wished to speak.

- Bob Pond, Des Moines; Asked Council if Mt. Rainier Pool is included in the Draft Ordinance.
- Dave Kaplan, Des Moines; Proponent of the Draft Ordinance.

Mayor Pina asked 3 times if anyone else wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Chief Strategic Officer Cezar answered questions raised by comments from the public.

At 8:33 p.m. Mayor Pina closed the Public Hearing.

### **Direction/Action**

**Motion** made by Councilmember Nutting to enact revised Draft Ordinance 15-206 amending Title 18, and adding and codifying a new chapter entitled "Essential Public Facilities" that establishes a process, regulations, and criteria for the siting and expansion of essential public facilities (EPFs) pursuant to Chapter 36.70A RCW; seconded by Deputy Mayor Pennington.  
The motion passed 7-0.

## **NEW BUSINESS**

Item 1: PUGET SOUND GATEWAY PROJECT SR 167 AND SR 509 COMPLETION PROJECTS – LOCAL FUNDING COMMITMENT  
Staff Presentation: Chief Operations Officer Dan Brewer

Chief Operations Officer Brewer gave a power point presentation to Council.

### **Direction/Action**

**Motion** made by Councilmember Nutting to direct the City Manager to sign a letter of commitment for \$500,000 in support of the Puget Sound Gateway Project – SR 509, subject to final terms and conditions acceptable to the City Attorney and Chief Operations Officer; seconded by Deputy Mayor Pennington.  
The motion passed 7-0.

**Motion** made by Councilmember Nutting to direct the Public Works Director to include the SR 509 Project in the next update to the Transportation Improvement Plan (TIP), and the next 6-year Capital Improvement Plan (CIP); seconded by Deputy Mayor Pennington.  
The motion passed 7-0.

**EXECUTIVE SESSION**

At 9:06 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Potential Litigation Under RCW 42.30.110(1)(i). The Executive Session is expected to last 15 minutes. In attendance were: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Nutting, Bangs, Back and Mahoney. Staff in attendance were: City Manager Matthias; Chief Operations Officer Brewer; City Attorney George.

At 9:21 p.m. Mayor Pina extended the meeting an additional 10 minutes.

At 9:31 p.m. the Executive Session ended and the regular meeting resumed.

The Executive Session lasted 25 minutes. No formal action was taken.

**NEXT MEETING DATE:**

April 5, 2018 City Council Study Session.

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Pennington.

The motion passed 7-0.

The meeting was adjourned at 9:32 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk/Communications Director

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**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**26-Apr-18**  
**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 Apr 26, 2018 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through April 18, 2018 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:

  
 Beth Anne Wroe, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	153733 -	153898	467,576.58
Electronic Wire Transfers	1020 -	1025	457,223.50
<b>Total claims paid</b>			<b>924,800.08</b>
<b>Payroll Vouchers</b>			
Payroll Checks	19036 -	19038	956.87
Direct Deposit	140001 -	140169	354,672.96
<b>Total Paychecks/Direct Deposits paid</b>			<b>355,629.83</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>1,280,429.91</b>

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# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: KaBOOM Playground Grant

FOR AGENDA OF: 04/26/2018

ATTACHMENTS:

1. KaBOOM Letter of Intent
2. Community Partnership Agreement

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: 04/03/2018

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works RHC

CHIEF OPERATIONS OFFICER: DSB

- Legal VG
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to request for City Council approval to apply for and if awarded accept a KaBOOM Community Build Playground Project grant for the Des Moines Field House Play Area Project.

**Suggested Motion**

**Motion 1:** "I move to authorize the City Manager to submit a grant application to KaBOOM for the Des Moines Field House Play Area Project, and if awarded, to authorize the City Manager to accept and sign the grant Agreement substantially in the form as submitted."

## **Background**

In 2017, City Council approved partnering with the Des Moines Legacy Foundation (DMLF) in its efforts to fund raise \$205,000 for the “No Kids Left Inside” Citywide Play Area Project. The City Council approved nine projects in the 2017-2022 and 2018-2023 Capital Improvement Plans to repair, renovate, replace and construct new play areas at Midway Park, Des Moines Field House Park, Steven J. Underwood Memorial Park, Kiddie Park, Westwood Park, Wooton Park, Water Tower Park, Des Moines Beach Park and Cecil Powell Park. The intent of the DMLF “No Kids Left Inside” fund raising project was to provide matching funds and partnership funds for the construction of the City’s play areas.

In addition to other recent grants awarded for Des Moines play areas, the City has received notice that it is a finalist for a 2018 KaBOOM playground project grant to replace the play equipment at Des Moines Field House Park.

## **Discussion**

The Des Moines Field House Park play equipment is 20 years old and needs to be replaced. Staff submitted a proposal to KaBOOM requesting consideration to be selected for a Community Build Playground Project in 2018.

A KaBOOM playground project engages local community members and corporations to develop long-lasting community capacities, including organizational skills, leadership, and a belief that residents can transform their neighborhoods. Along the way, the projects promote children’s physical health and creativity, providing more opportunities for play, enhancing relationships among community members, and improving the physical environment.

The KaBOOM organization would provide professional expertise to assist the City, Des Moines Legacy Foundation and the community to plan and install the play area. City crews and local volunteer contractors and volunteers would remove the existing play equipment and install new play equipment within a three day period. Funds to purchase new equipment would come from KaBOOM and its partners, and the Des Moines Legacy Foundation that will commit \$25,000 for the project from its "No Kids Left Inside" citywide play area initiative.

## **Alternatives**

Not accept the KaBOOM grant if it is awarded (not recommended).

## **Financial Impact**

There is no change in the City’s 2018-2023 Capital Improvement Plan’s financial commitments to the Des Moines Field House Park Play Area Project.

## **Recommendation**

Staff recommends that Council approve the suggested motion. The Municipal Facilities Committee reviewed the project at its March 22, 2018 meeting and unanimously supports it.

### KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- W Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- W Fundraise \$8,500 USD toward the cost of playground equipment
- W Own and maintain the playground for its lifetime
- W Provide land and secure all necessary permits for construction of playground
- W Remove all existing playground equipment currently on site
- W Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- W Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- W Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- W Use Playworld Systems, Inc equipment and accept engineered wood fiber safety surfacing
- W Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- W Recruit at least 15 community members, residents, and/or parents to participate in the Design Day and planning process
- W Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- W Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- W Build the playground through supervised volunteer installation
- W Accept liability for and maintain the playground upon build completion
- W Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- W Indemnify and hold harmless KaBOOM! and the Funding Partner
- W Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. Please ensure that the person authorized to sign contracts signs below.

Legal Name of Organization: City of Des Moines

Name of Organization to Use in Media: City of Des Moines Parks, Recreation and Senior Services

Name and Title of Signatory (please print): Michael Matthias

Authorized Signature: [Signature] Date: 3-1-18

Signatory Mailing Address: 21630 11th Avenue S. Des Moines, WA 98198

Contact information for person who should receive KaBOOM! Invoice:

Name: Rick Scott, Recreation Manager

Telephone number: 206-870-6586

Mailing Address: 1000 S. 220th St. Des Moines, WA 98198

Email: rscott@desmoineswa.gov

Fax: 206-870-6587

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## COMMUNITY PARTNER PLAYGROUND AGREEMENT

December 7, 2017

KaBOOM!, Inc. (referred to herein as KaBOOM!) is pleased that «CP» (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and «FP» (referred to herein as the Funding Partner) in the construction of a new playground at «Site\_Name», «Site\_Address», «City», «State» «Zip» (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

1. **Obligations of the Community Partner.** The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
  - (a) **Fundraising.** In support of the Project, the Community Partner must contribute \$«Contribution» to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).
  - (b) **Project Site.**
    - (i) **Ownership.** At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
    - (ii) **Permits.** Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
    - (iii) **Preparation.** The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
    - (iv) **Safety and Security.** The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
    - (v) **Maintenance.** Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.

- (c) Design Day. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) Build Day. The Community Partner shall recruit «Volunteers» adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on «BD\_» and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) Playground Costs. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders,

employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner and which policy shall provide that KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
  - (j) Indemnification. The Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
  - (k) Data and Reporting Requirements. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.
  - (l) Code of Conduct. The Community Partner shall establish, communicate and enforce a code of conduct for all participants in the Project's Build Day events. The Community Partner shall identify certain core standards that are expected to be included in the Community Partner's code of conduct.
2. Obligations of KaBOOM!
- (a) Playground Build. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
    - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
    - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
    - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
    - (iv) Make available certain educational and promotional materials related to the Project.
  - (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes

responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.

- (c) Promotion. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
  - (d) Website Listing. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
  - (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
3. Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided, however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
  4. Funding Partner Relations. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
  5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other

party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.

6. General Provisions. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

«CP»

**KaBOOM!, Inc.**

By: \_\_\_\_\_  
Name: «Signatory\_1»  
Title: «Sig\_1\_Title»

By: \_\_\_\_\_  
Name: Gerry Megas  
Title: Chief Financial Officer

Address:  
«S1\_Address»  
T: «S1\_Phone»  
«S1\_Fax»  
e-mail: «S1\_Email»

Address:  
4301 Connecticut Ave. NW, Suite ML-1  
Washington, DC 20008  
T: (202) 464- 6180  
F: (202) 659-0210  
e-mail: [gmeegas@kaboom.org](mailto:gmeegas@kaboom.org)

«CP\_2»

«Signatory\_2»  
«Sig\_2\_Title»

«S2\_Address»  
«S2\_Phone»  
«S2\_Fax»  
«S2\_Email»

<b>Contact information for the person who should receive KaBOOM! invoices:</b>	
Name: «Invoice_Name»	Telephone number: «Invoice_Phone»
Mailing Address: «Invoice_Address»	Email: «Invoice_Email»
«Invoice_Fax»	

## A G E N D A I T E M

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

SUBJECT: Recreation and Conservation Office  
Authorizing Resolution

ATTACHMENTS:

1. Draft Resolution No. 18-038
2. 2017 CIP Project # 310.067, Project Title:  
Des Moines Waterfront Vista for Van  
Gasken Property Acquisition

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Parks, Recreation and Senior  
Services

DATE SUBMITTED: April 5, 2018

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services 
- Public Works N/A

CHIEF OPERATIONS OFFICER: DSB

- Legal 
- Finance N/A
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### Purpose and Recommendation

The purpose of this agenda item is to request that the City Council adopt Draft Resolution No. 18-038 authorizing the submission of an application to the Recreation and Conservation Office for the Van Gasken on the Waterfront Acquisition Project.

### Suggested Motion

Motion: "I move to adopt Draft Resolution No. 18-038, authorizing the City Manager to submit an application to the Recreation and Conservation Office (RCO) for grant funding in the amount of up to \$700,000 for the Van Gasken on the Waterfront Acquisition Project."

**Background:**

Concerned about the loss of an iconic local landmark known as the Van Gasken Park, the Des Moines City Council members took action and sought the help of Forterra to protect the property from development. The City of Des Moines and Forterra entered into a Memorandum of Understanding whereby Forterra acquired the property located at 402 S. 222<sup>nd</sup> Street on behalf of the City. The partnership agreement allows the City three years to assemble the funds needed for the purchase.

The park is a regional waterfront resource that provides connectivity between the Marina District and the Puget Sound for the residents of South King County. It is located adjacent to the Puget Sound and contiguous to Overlook II Park, Des Moines Beach Park (Covenant Beach Bible Camp National Historic District) with its tidelands and the mouth of Des Moines Creek, Des Moines Creek Park Open Space, Lake to Sound Regional Trail System, Des Moines Marina and the mouth of Massey Creek.

Stated by Gene Duvernoy, President: “Forterra is honored to partner with the City of Des Moines to secure the waterfront vista property. We’re committed to securing the keystone places that our Pacific Northwest needs for a sustainable future. That includes places of beauty and recreation, and there are few better in the region than the old Van Gasken estate. We are eager to work with Des Moines and its people to make this a flagship park for the City and the region. We thank Mayor Pina and other city leaders for this tremendous opportunity.”

**Discussion:**

Project applications to the State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) are accepted every two years and require a 50% match from the applicant. Applications for the current grant round are due on May 1, 2018. State funds in the amount of up to \$700,000 will be requested to be used to match City funds for the land purchase. If awarded, the grant funds will be available on July 1, 2019 and must be expended by June 30, 2021.

**Alternatives:**

None Provided.

**Financial Impact:**

The Van Gasken Acquisition Project is identified in Ordinance No. 1693 amending the 2017 Capital Budget to include Project # 310.067- Des Moines Waterfront Vista in the amount of \$1,337,300 with funding from Park Fee In Lieu funds (\$551,261), One Time Sales Tax (\$76,600), and State and Local Grants (\$709,239).

**Recommendation/Conclusion:**

Staff recommends that City Council adopt Draft Resolution No. 18-038 that is a state of Washington Recreation and Conservation Office requirement for the City to apply for a grant.

## CITY ATTORNEY'S FIRST DRAFT 04/04/2018

## DRAFT RESOLUTION NO. 18-038

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** authorizing the City Manager to act as a representative/agent on behalf of the City of Des Moines, and to legally bind the City with respect to the Recreation and Conservation Office Application 18-1612 Acquisition The Van Gasken on Des Moines Waterfront ("Project"), for which the City seeks grant funding assistance managed through the Recreation and Conservation Office ("Office").

**WHEREAS,** the state grant assistance is requested by the City to aid in financing the cost of the Project referenced above, and

**WHEREAS,** the City considers it in the best public interest to complete the Project described in the application; now therefore,

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

**Sec. 1.** The City of Des Moines has applied for or intends to apply for funding assistance managed by the Recreation and Conservation Office ("Office") for the above "Project."

**Sec. 2.** The City Council authorizes the City Manager or the City Manager's designee to act as a representative/agent for the City of Des Moines with full authority to bind the City regarding all matters related to the Project, including but not limited to, full authority to:

(1) Approve submittal of a grant application to the Office;

(2) Enter into a Project agreement(s) on behalf of the City;

(3) Sign any amendments thereto on behalf of the City;

(4) Make any decisions and submissions required with respect to the Project; and

(5) Designate a Project contact to implement the day-to-day management of the grant.

Resolution No. \_\_\_\_  
 Page 2 of \_\_\_\_

**Sec. 3.** The City Council has reviewed the sample Project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City Council understands and acknowledges that if offered a Project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample Project agreement and that such terms and conditions of any signed Project agreement shall be legally binding on the sponsor if our representative/agent enters into a Project agreement on our behalf. The Office reserves the right to revise the Project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

**Sec. 4.** The City Council acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a Project agreement on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample Project agreement or as may be revised prior to execution.

**Sec. 5.** Grant assistance is contingent on a signed Project agreement. Entering into any Project agreement with the Office is purely voluntary on our part.

**Sec. 6.** The City Council understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Project agreement, the characteristics of the Project, and the characteristics of the City of Des Moines.

**Sec. 7.** The City of Des Moines further understands that prior to our authorized representative/agent executing the Project agreement, the Office may make revisions to its sample Project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that the

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 Page 3 of \_\_\_\_

City shall, prior to execution of the Project agreement, confer with our authorized representative/agent as to any revisions to the Project agreement from that of the sample Project agreement. The City also acknowledge and accept that if our authorized representative/agent executes the Project agreement with any such revisions, all terms and conditions of the executed Project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

**Sec. 8.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project referenced above.

**Sec. 9.** The Des Moines City Council acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample Project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

**Sec. 10.** (Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, the City Council understands the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non cash matching share commitments to this Project should they not materialize.

**Sec. 11.** The City Council acknowledges that if it receives grant funds managed by the Office, the Office will pay the City on only a reimbursement basis. The City understands reimbursement basis means that the City will only request payment from the Office after the City incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

**Sec. 12.** [Acquisition Projects Only] The City Council acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office.

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 Page 4 of \_\_\_\_

The City agrees to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.

**Sec. 13.** [Acquisition Projects Only] The City Council acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Project agreement, or authorized in writing by the Office Director.

1 **Sec. 14.** [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization owns the property] The City of Des Moines acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Project agreement or an amendment thereto.

**Sec. 15.** [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization DOES NOT own the property] The City Council acknowledges that any property not owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Project agreement or an amendment thereto.

**Sec. 16.** [Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] The City Council certifies that the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

**Sec. 17.** This Resolution is deemed to be part of the formal grant application to the Office.

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Page 5 of \_\_\_\_

**Sec. 18.** The City Council warrants and certifies, after conferring with its legal counsel, that this Resolution was properly and lawfully adopted following the requirements of the City of Des Moines and applicable laws and policies and that the City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth herein.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2018 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

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Project Title: **Des Moines Waterfront Vista**

Project # **310.067**

**Summary Project Description:**

This is the VanGaskin property purchase.

<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
<b>Prop/ROW/Easements</b>			-
Land		1,259,000	1,259,000
Other Misc- Purchase Option Capitalize Separately		76,800	76,800
<b>Construction</b>			-
<b>Other</b>			-
Interfund Financial Services		1,500	1,500
<b>Contingencies</b>			-
<b>Total Project Expense Budget:</b>	-	1,337,300	1,337,300

<b>PROJECT ALLOCATIONS BY YEAR</b>								
<b>Project to Date 12/31/16</b>	<b>Project To Date 10/31/2017</b>	<b>2017 Year to Date 10/31/2017</b>	<b>2017 Remaining</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
	18,760	18,760	(18,760)	-	1,259,000			
	-	-	-		76,800			
					1,500			
	18,760	18,760	(18,760)	-	1,337,300			

GL Account Number Vendor #

310.067.045-594.76.65.28  
310.067.045-594.76.65.29

310.067.045-594.76.65.80  
310.067.045-594.76.65.90

Funding Source  
/Transfers

310.067.306.397.00.00.00 306.067.310.597.00  
310.067.000.337.00.00.00  
310.067.309.397.00.00.00 309.067.310.597.00  
310.067.000.334.04.20.01

<b>Funding Sources</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
Park In Lieu		551,261	551,261
King County Grant (Application)		600,000	600,000
One Time Sales Tax		76,800	76,800
State Appropriation		109,239	109,239
<b>Total Project Revenue Budget:</b>	-	1,337,300	1,337,300

<b>Project to Date 12/31/16</b>	<b>Project to Date 10/31/2017</b>	<b>2017 YTD 10/31/2017</b>	<b>2017 Remaining</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
379,376	399,376	20,000	151,885	171,885				
-	-	-	-		600,000			
-	-	-	-		186,039	(109,239)		
-	-	-	-			109,239		
379,376	399,376	20,000	151,885	171,885	786,039	-	-	-

**DRAFT ORDINANCE NO. 17-130  
APPENDIX B - CAPITAL BUDGET**

<u>Project #</u>	<u>Project Title</u>	<u>Original 2017 Budget</u>	<u>2017 Amended (Ord 1681)</u>	<u>Change</u>	<u>2017 Revised Budget</u>
<b>PROJECTS CLOSED</b>					
319.608	Marine View Dr Roundabout	2,092,720	2,092,720	(2,052,370)	40,350
319.615	Redondo Boardwalk Repair	4,700,710	4,713,710	(5,739)	4,707,971
319.616	S 200th St Safe Routes to School	720,000	-	-	-
319.619	Arterial Traffic Calming 2017	30,000	30,000	-	30,000
403.513	Marina Fiber	150,000	150,000	-	150,000
451.821	L Massey Creek	-	1,864,332	-	1,864,332
451.830	16th /17th Pl Storm Connections	-	175,000	-	175,000
506.707	Activity Center Exterior Paint	53,000	53,000	-	53,000
<b>TOTAL PROJECTS CLOSED</b>		<b>7,746,430</b>	<b>9,078,762</b>	<b>(2,058,109)</b>	<b>7,020,653</b>
<b>2017 NEW/CONTINUING PROJECTS</b>					
101.573	ADA Transition Plan	-	66,283	3,647	69,930
101.573	Street Standards Update	-	25,000	20,700	45,700
101.573	Twin Bridge Repair	-	113,000	(68,925)	44,075
101.573	Annual Sidewalk Program 2017	20,000	20,000	-	20,000
<b>TOTAL FUND 101 STREETS O&amp;M 2017</b>		<b>20,000</b>	<b>224,283</b>	<b>(44,578)</b>	<b>179,705</b>
102.102	Arterial Street Paving	1,221,935	1,221,935	153,956	1,375,891
<b>TOTAL FUND 102 ARTERIAL PAVE 2017</b>		<b>1,221,935</b>	<b>1,221,935</b>	<b>153,956</b>	<b>1,375,891</b>
310.057	Field House Tennis Court	25,000	25,000	-	25,000
310.061	DMBP Picnic Shelter/Restrooms	622,846	622,846	(8,155)	614,691
310.062	Parkside Playground	449,047	508,307	48,989	557,296
310.065	Parkside Soil Remediation	202,000	202,000	218	202,218
310.066	Woolton Park	157,000	157,000	(157,000)	-
310.066	Park Equipment Master Design	-	-	146,000	146,000
310.067	Des Moines Waterfront Vista	-	-	1,337,300	1,337,300
310.068	Midway Park Play Equipment	-	-	25,000	25,000
310.070	Kiddie Park Play Eq	-	-	138,000	138,000
310.072	Property Acquisition	-	-	415,000	415,000
310.404	N Lot / BP Parking	400,000	400,000	210,000	610,000
310.405	North Bulkhead	-	-	5,700,000	5,700,000
310.514	Financial System Replacement	252,000	252,000	-	252,000
310.708	City Hall Generator	-	173,262	-	173,262
310.709	Marina Dynamic Messaging Signs	-	-	50,000	50,000
<b>TOTAL FUND 310 MCI CIP 2017</b>		<b>2,107,893</b>	<b>2,340,415</b>	<b>7,905,352</b>	<b>10,245,767</b>
319.302	24th Ave S/Sea-Lac Intersection	30,000	30,000	(30,000)	-
319.332	S 216th St - Segment 1A	6,249,367	6,249,367	(424,993)	5,824,374
319.334	South 216th - Segment 3	5,879,210	5,879,210	50,000	5,929,210
319.336	S 224th Street Improvements	605,895	605,895	-	605,895
319.337	Downtown Alley Improvement	541,183	541,183	-	541,183
319.345	Barnes Creek Trail/SR 509 ROW	1,064,012	1,064,012	30,000	1,094,012
319.471	16th Ave S Improve - Segment 5A	128,839	128,839	-	128,839
319.606	Midway Elem Sidewalks	395,656	395,656	-	395,656
319.611	Redondo Paid Parking	200,000	200,000	-	200,000
319.614	S 268th Street Sidewalks	943,809	943,809	37,518	981,327
319.616	S 200th St Safe Routes to School	-	-	-	-
319.617	S 223rd Walkway Improvements	192,910	192,910	(148,910)	44,000
<b>TOTAL FUND 319 TRANSPORT CIP 2017</b>		<b>16,230,881</b>	<b>16,230,881</b>	<b>(486,385)</b>	<b>15,744,496</b>
403.452	Dock Electrical Replacement	60,000	60,000	-	60,000
403.454	Flex Conduits Replacement	21,000	21,000	-	21,000
403.455	Secondary Containment Hoses Repl	20,000	20,000	-	20,000
403.458	Marina Main Dredging	-	-	675,000	675,000
403.499	Marina Dock Replacement	-	1,400,000	(400,000)	1,000,000
403.510	Marina Rental Building/Bjonson Project	300,000	-	-	-
<b>TOTAL FUND 403 MARINA CIP 2017</b>		<b>401,000</b>	<b>1,501,000</b>	<b>275,000</b>	<b>1,776,000</b>
451.017	Annual Pipe Replacement Program	377,000	49,000	(49,000)	-
451.804	Barnes Creek/KDM Culvert Replacement	1,878,014	1,878,014	13,171	1,891,185
451.815	24th Ave Pipeline Replace/Upgrade	262,700	262,700	293,400	556,100
451.827	South 251st Street Storm Outfall	370,000	370,000	590	370,590
451.828	Deepdene Plat Outfall Replacement	230,000	230,000	180,161	410,161
451.829	S 223rd Stormwater Improvements	-	328,000	217,491	545,491
451.831	451.831 216th/11th Ave Pipe Repl	-	-	328,720	328,720
451.833	6th Ave/239th Pipe Replacement	-	-	249,000	249,000
<b>TOTAL FUND 451 SWM CIP 2018</b>		<b>3,117,714</b>	<b>3,117,714</b>	<b>1,233,533</b>	<b>4,351,247</b>
506.708	City Hall Generator	340,964	-	-	-
506.709	City Facility Condition Assessment	-	10,000	-	10,000
506.710	Court Security Improvements	-	-	230,000	230,000
506.711	Police Security Improvements	-	-	183,000	183,000
<b>TOTAL FUND 506 FACILITY REPAIR CIP 2017</b>		<b>340,964</b>	<b>10,000</b>	<b>413,000</b>	<b>423,000</b>
<b>TOTAL CONTINUING APPROPRIATION CAPITAL BUDGET</b>		<b>31,186,817</b>	<b>33,724,990</b>	<b>7,391,769</b>	<b>41,116,759</b>

# AGENDA ITEM

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

SUBJECT: Memorandum of Agreement  
Concerning Soundside Alliance for Economic  
Development for 2018

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 10, 2018

ATTACHMENTS:

- 1. Memorandum of Agreement

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

- Legal *TS*
- Finance *BAW*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation:**

The purpose of this agenda item is to request City Council approval of a Memorandum of Agreement between Soundside Alliance and the City of Des Moines in order to promote economic growth and development in Southwest King County. This Agreement is made by and among Highline College and the Cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila; and the Port of Seattle; collectively.

**Suggested Motion**

**MOTION:** "I move to approve the 2018 Memorandum of Agreement with Soundside Alliance Economic Development, and authorize the City Manager to sign the agreement substantially in the form as submitted.

**Background:**

The partnership between by the cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila, the Port of Seattle, and Highline College was formed in 1998 to further economic development of Southwest King County.

**Alternatives:**

The Council may decide not to enter into the agreement, or may approve the agreement for 2018.

**Financial Impact:**

The 2018 contribution of \$3,000 is provided for in the 2018 budget.

**Recommendation/Conclusion:**

Staff recommends approval of the Memorandum of Agreement.

**Concurrence:**

The Legal and Finance Departments recommend approval of this Memorandum of Agreement.

**MEMORANDUM OF AGREEMENT  
CONCERNING  
SOUNDSIDE ALLIANCE  
FOR  
ECONOMIC DEVELOPMENT  
2018**

This Agreement is made by and among Highline College and the Cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila; and the Port of Seattle; collectively, referred hereafter as the “Parties.”

**RECITALS**

- A. The above partnership has been in existence since 1998. It was formed by the cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila, the Port of Seattle, and Highline College to further the economic development of Southwest King County.
- B. The goal of the partnership is to combine the resources of the Soundside Alliance in order to promote and support economic growth and development in the Southwest King County sub-region.

**AGREEMENT**

1. Funds from the Soundside Alliance partnership are to be derived from the contributions of Burien, Des Moines, Normandy Park, SeaTac, Tukwila, and the Port of Seattle in the amount of **\$3,000** per partner per year for a total of \$18,000 per year. Highline College provides in-kind contributions that may include administrative and support staff.
2. The Soundside Alliance Policy Committee will be responsible for approving all economic development activities and initiatives proposed by the Operations committee.
3. All funds will be administered by Highline College for the purpose of developing and implementing economic development activities.
4. Highline College will establish an account to pay for authorized uses of the partnership funds.
5. Authorized uses of the funds include, but are not limited to, the following:
  - The associated costs for advertisements of the Soundside Alliance in trade publications, local business journals, and other relevant publications.

- The associated costs for implementing strategic sponsorships and/or trade show participation with relevant industry trade organizations.
  - The associated costs of developing and implementing special events. Costs to cover include venue and food, advertising, speaker fees, supplies and materials, and miscellaneous items.
  - Other activities related to business development, attraction, and retention in the Seattle Southside region.
6. Highline College will provide a report on the uses of the contributed funds at the monthly Operations Committee meetings.
  7. Other cities and counties of the state of Washington may become parties to this Agreement as long as they agree to abide by all the terms and conditions of the Agreement. Incorporation of another city or county into this Agreement requires the approval of Highline College and current parties of this Agreement.
  8. Nothing contained herein is intended to, nor shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the Parties, or their officials, employees, agents or representatives, to any person or entity not a signatory to this agreement.
  9. 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.
  10. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
  11. This Agreement shall be considered valid **January 1-December 31, 2018**.
  12. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

In witness whereof, the Parties have entered into this Agreement effective as of the date last written on the signature page.

HIGHLINE COLLEGE

By: 

Printed Name: MICHAEL PHAM

Title: VICE PRESIDENT

Date: Mar 1, 2018

CITY OF BURIEN

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF DES MOINES

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ APPROVED AS TO FORM:  
Des Moines City Attorney

CITY OF NORMANDY PARK

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SEATAC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF TUKWILA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PORT OF SEATTLE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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# A G E N D A I T E M

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

SUBJECT: Puget Sound Regional Council  
Interlocal Agreement for Regional Planning in the  
Central Puget Sound Area

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 13, 2018

ATTACHMENTS:

1. Interlocal Agreement
2. Approval letter from Puget Sound Regional Council

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

- Legal *JG*
- Finance *Blaw*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation:**

The purpose of this agenda item is to request City Council approval of the Interlocal Agreement for Regional Planning in the Central Puget Sound Area with Puget Sound Regional Council.

**Suggested Motion**

**MOTION:** "I move to approve the Interlocal Agreement for Regional Planning in the Central Puget Sound Area between the Puget Sound Regional Council and the City of Des Moines, and authorize the City Manager to sign the agreement substantially in the form as submitted.

**Background:**

On February 15, 2018 Council unanimously passed a motion directing City staff to contact the Puget Sound Regional Council for the purpose of apply for membership. The current City Council recognizes the value derived from the participation in regional issues and the efforts of Puget Sound Regional Council.

**Alternatives:**

The Council may decide not to enter into the agreement, or may approve the agreement for 2018.

**Financial Impact:**

Council directed staff to bring forth a budget amendment in the amount of the membership dues that are estimated to be approximately \$9,600 for 2018.

**Recommendation/Conclusion:**

Staff recommends approval of the Interlocal Agreement.

**Concurrence:**

The Legal and Finance Departments recommend approval of this Interlocal Agreement.

**PUGET SOUND REGIONAL COUNCIL  
INTERLOCAL AGREEMENT FOR REGIONAL PLANNING  
IN THE CENTRAL PUGET SOUND AREA**

**MARCH 11, 1993**

ADOPTED by the General Assembly of the Puget Sound Regional Council September 30, 1991

AMENDED March 11, 1993 to add statutory members: the Ports of Everett, Seattle and Tacoma and the state Department of Transportation per Regional Transit Act of 1992 (Chapter 81.112)

Includes July 27, 2017 Addendum

**INTERLOCAL AGREEMENT FOR REGIONAL PLANNING  
OF THE CENTRAL PUGET SOUND AREA**

This Agreement is entered into by and between the undersigned Counties, Cities and Towns, political subdivisions and municipal corporations of the State of Washington and federally recognized Indian tribes. This Agreement is made pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W. and has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature page.

**I. NAME AND PURPOSE**

The purpose of this Agreement is to establish the PUGET SOUND REGIONAL COUNCIL, hereinafter called the "Regional Planning Agency," and the terms and conditions under which the parties shall participate in the activities of the Regional Planning Agency.

**II. MISSION**

The mission of the Regional Planning Agency is to preserve and enhance the quality of life in the central Puget Sound area. In so doing, it shall prepare, adopt, and maintain goals, policy, and standards for regional transportation and regional growth management in the central Puget Sound area, in accordance with federal and state law and based on local comprehensive plans of jurisdictions within the region. The agency shall ensure implementation in the region of the provisions of state and federal law which pertain to regional transportation planning and regional growth management.

**III. ESTABLISHMENT OF REGIONAL PLANNING AGENCY; DURATION**

This Agreement shall become effective upon execution by sixty (60) percent of all of the units of general government in King, Kitsap, Pierce, and Snohomish Counties, including the counties, representing three-quarters (3/4) of the population. This Agreement shall remain in force and effect perpetually or until terminated by member agencies which represent seventy-five (75) percent of the regional population.

#### IV. DEFINITIONS

For the purpose of this Interlocal Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have meaning prescribed to them within this section unless the context of their use dictates otherwise:

- (1) Member agency shall mean any public agency which is a party or becomes a party to this Interlocal Agreement and is a county, city, town or federally recognized Indian tribe.
- (2) Statutory member shall mean any public agency whose membership is required by a state or federal statute.
- (3) Public agency shall mean any city, town, county, public utility district, port district, fire protection district, school district, air pollution control authority, federally recognized Indian tribe, or metropolitan municipal corporation of this State, any agency of the State government or of the United States and any political subdivision of another state.
- (4) Board shall mean the Executive Board of the Puget Sound Regional Council.
- (5) State shall mean a state of the United States.
- (6) Region shall mean that territory physically lying within the boundaries of the counties of King, Pierce, Snohomish, Kitsap and any other member county.
- (7) Population shall mean that population of any general purpose local government that is a member agency last determined for each such member as certified by the State Office of Financial Management or its succeeding office of the State of Washington at the time of the signing of this document and on the first day of May of each year thereafter, except that the population of member counties shall be that population determined in the same manner for the unincorporated area of such county; and further that the population of Indian tribes shall be the latest figures established and certified by the Federal Bureau of Indian Affairs.
- (8) Regional population shall be determined by adding together the population of the member agencies.
- (9) Local comprehensive plan: A generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to state law.
- (10) Countywide comprehensive policy plan: A policy-based document (which reflects city and county comprehensive plans), establishing countywide goals and objectives to guide the development of local

comprehensive plans for cities, towns, and the unincorporated areas within a county. The plan addresses issues of countywide significance.

- (11) Certification: A statement of verification that local or countywide plans and policies are consistent and coordinated with regional plans and policies covering issues of regionwide significance.
- (12) Consistency: A condition in which plans and policies affecting the area within the regional agency's jurisdiction are compatible and mutually reinforcing. Consistency is achieved when these plans, taken together, meet state requirements for consistency in local and regional plans.
- (13) Conflict resolution: A process initiated by the Regional Planning Agency upon review of local comprehensive plans or of countywide comprehensive policy plans, when the agency finds that such a plan appears inconsistent with the certifiable elements of the regional plan. In the process, parties agree to seek a mutually acceptable accommodation of their differences among themselves or, when required, with the assistance of an independent intervener or third party. The purpose of the process is to achieve consistency and, where applicable, to assure certification of the plan. If the parties cannot accommodate their differences, the conflict will be resolved by the board of hearing examiners described in Section 7(5) hereof.
- (14) Goal: Statement of an aim or desired outcome of a plan or planning process.
- (15) Growth management: A system for guiding, directing, limiting, and encouraging growth so that the demands for housing, infrastructure, and other growth support systems can be met. Growth management includes but goes beyond concern for natural systems, embracing also social, economic, and legal issues. At its best, a growth management system can and will separate urban and rural areas in a way that protects open space, farmland, and natural areas in the rural countryside, and provides for land, densities, and infrastructure to support needed residential, commercial, and industrial facilities.
- (16) Metropolitan Planning Organization (MPO): The agency designated by the United States Department of Transportation and the governor that is responsible, in cooperation with the State, for ensuring that transportation planning is conducted through a "continuous, cooperative, and comprehensive (3-C) process." The process is stipulated in federal law.

- (17) Minimum standard: The quantitative or qualitative measure applied to an activity, task, or function to determine if the region is achieving expectations for a planning objective. Higher standards may be set for the same objective in local plans.
- (18) Objective: Statement of a concrete result to be obtained from a plan.
- (19) Policy/Guidelines: A statement establishing the framework within which actions to achieve objectives can be taken. A policy often specifies direction but is broad enough to allow alternatives to be evaluated.
- (20) Regional growth management strategy: A planning document that establishes a vision and policy on regional aspects of growth issues, including transportation, land use, open space, housing, economic development, and environmental concerns.
- (21) Regionally significant transportation projects: As defined by state law, such projects exhibit one or more of the following characteristics:
1. The project crosses boundaries of member jurisdictions;
  2. The project is or will be used by a significant number of people who live or work outside the county in which the project is located;
  3. Significant impacts from the project are expected to be felt in more than one county;
  4. Potentially adverse impacts of the project can be better avoided or mitigated through adherence to regional policies;
  5. Transportation needs addressed by the project have been identified by the regional transportation planning process and the remedy is deemed to have regional significance.
- (22) Regional Transportation Planning Organization (RTPO): An agency authorized under state law to develop and adopt a regional transportation plan, and to certify that the transportation elements of local comprehensive plans conform to requirements of state law and are consistent with the regional transportation plan. In urbanized areas, the RTPO is the same as the MPO.
- (23) Sensitive areas: These include the following areas and ecosystems: wetlands, groundwater aquifers, fish and wildlife habitat conservation areas, floodplains, geologically hazardous areas.
- (24) Setting categories of priorities: An annual or biennial evaluation by the regional agency of regionally significant transportation projects recommended for funding. Evaluation is made on the basis of general

criteria, to establish regional preference for federal and state funding and construction among the recommended projects.

- (25) Urban growth areas: As defined in state law, areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature.
- (26) Vision: Statement of a desired future.

## **V. MEMBERSHIP AND REPRESENTATION**

- A. Membership. Membership in the Regional Planning Agency shall be available to all statutory members and to the County and all City governments in King, Kitsap, Pierce, and Snohomish Counties. Membership by county and city governments is established by execution of this Agreement and payment of dues.
1. All federally recognized Indian Tribes within the jurisdiction area are eligible to petition for approval as members of the agency, with voting representation in the General Assembly.
  2. Special purpose governments and other State government agencies are eligible to petition for approval as members of the organization, but without voting representation in the General Assembly.
- B. General Assembly.
1. The General Assembly shall be composed of all elected officials representing the executive and legislative branches of cities, towns, and counties which are members of the agency, representatives of Tribal governments which are members, and representatives of statutory members.
  2. The General Assembly shall make decisions when a quorum is present, and on the basis of a weighted vote of the members, with the weight of each city and county jurisdiction vote as follows: total votes of all city and county jurisdictions within each county will be proportional to each county's share of the regional population. County government will be entitled to fifty (50) percent of their respective county's total vote. City and town votes will be based on their respective share of the total incorporated population of their county. Indian Tribe vote will be based on their respective share of the regions' population. The vote of statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent on the matter of voting.

C. Executive Board.

1. The Executive Board shall be composed of statutory members and members of the General Assembly, representing the four counties and their cities.
2. The Executive Board shall make decisions when a quorum is present. Votes for member agency jurisdictions represented on the Board will be proportional to the total population within the regional agency's jurisdiction. Up to one vote in any such membership category may be split to achieve greater proportional representation. Votes for statutory members shall be as prescribed in the applicable statute or as determined by the Executive Board where the applicable statute is silent.

Weighted votes shall be distributed as defined in Section V.B.2. Weighted votes shall be used when requested by any member of the Executive Board and Representatives present shall cast the jurisdiction's total weighted votes. Initially, the Board membership and voting structures shall be established as follows: **(Note: The following numbers have been revised to reflect the most recent population figures. For current membership and voting structure, see the attached addendum.):**

	Member Jurisdiction	Representatives	Votes	Weighted Votes
King County:	County	4	4	275
	Largest City (Seattle)	3	3	144
	Other Cities/Towns	3	3	131
Kitsap County:	County	1	1/2	35
	Cities/Towns	1	1/2	35
Pierce County:	County	2	2	105
	Largest City (Tacoma)	2	1-1/2	75
	Other Cities/Towns	1	1/2	30
Snohomish County	County	2	2	85
	Largest City (Everett)	1	1	29
	Other Cities/Towns	1	1	56
Member Jurisdiction Totals		21	19	1000
Statutory Members:				
	Port of Seattle	1	1	50
	Port of Tacoma	1	1	30
	Port of Everett	1	1	10
	State Transportation Commission	1	1	30
	State Department of Transportation	1	1	30
	Statutory Member Totals	5	5	150
	<b>GRAND TOTALS</b>	<b>26</b>	<b>24</b>	<b>1150</b>

3. The distribution of county and city representation on the Board between and within counties shall be reconsidered every three years based on current population data provided by the State Office of Financial Management.
4. Member agency representatives on the Board shall be elected officials and shall be appointed by the local jurisdictions which they represent on the Board. Alternate member agency representatives to the Board may be designated who are elected officials and are of the same number as the authorized Board membership for each jurisdiction or group of jurisdictions. Appointment of statutory members and alternates shall be at the discretion of the appointing authority.

5. Members of the Board eligible to cast votes in the decision-making process of the Board shall be designated by the jurisdictions they represent at the beginning of each calendar year.

## **VI. GENERAL ORGANIZATION**

- A. The agency shall be organized into a General Assembly, consisting of all voting members of the organization, an Executive Board of representatives of the voting members, and advisory boards and task forces as established by the Board.
- B. The General Assembly shall meet annually and otherwise at the request of the Board to elect officers from the Executive Board, and to review and ratify key decisions of the Board, such as the annual budget of the agency and essential policy documents, including the regional transportation plan and regional growth management strategy and amendments to them.
- C. The Executive Board shall carry out all delegated powers and managerial and administrative responsibilities between the meetings of the full Assembly.
- D. Key policy boards to advise the Executive Board on recommended changes in policy or new direction on regional transportation and regional growth management will be created by the Board.
  1. As directed by state law, the Board will establish a regional Transportation Policy Board to provide advice on regional aspects of transportation issues to the Executive Board and participate in agency policy making. It will include representatives of large and small employers in the region, the Washington State Department of Transportation (WSDOT), transit and port districts in the region, representatives of community and neighborhood organizations and other interest groups, and citizens at large, as well as representatives of cities, towns, and counties which are members of the organization and such statutory members as may be required from time to time.
  2. A regional growth management board will be similarly constituted and provide policy advice on regional aspects of growth management issues.
- E. The Board shall establish such other standing committees or task forces as may be required to provide advice and recommendations to the Board.
- F. The Board shall hire an Executive Director who shall be subject to direction of the Board. The Executive Director shall hire necessary staff consistent with the agency's annual budget. The Board is authorized to

contract for professional services to meet other support needs that may arise and otherwise enter into contracts and acquire, hold and dispose of personal and real property as necessary.

## VII. FUNCTIONS/AUTHORITY

A. Transportation. In meeting its responsibilities for regional transportation planning, the Agency shall:

1. Produce a Regional Transportation Plan (RTP), as prescribed by federal and state law and regulations and based on local comprehensive planning. The RTP will establish planning direction for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy.

The RTP will cover major highways and roads, regional transportation connectors (bridges and tunnels), ferry systems, public transit systems, airports, seaports, and other regional transportation facilities. It will address transportation system demand management, levels of service, and capital investments.

The RTP will also include regional High-Capacity Transportation (HCT) plans, and impacts of urban growth on effective HCT planning and development, as prescribed in state law.

2. Through the RTP, establish regional transportation policy and, in cooperation with the state transportation department, set minimum standards for state government to integrate in its transportation planning and for local governments to reflect and include in the preparation of transportation elements of local comprehensive plans.
3. Carry out MPO functions as prescribed for federally funded projects in the region. These functions include preparation of an RTP, an annual work program, and a six-year capital plan (with an annual element).

As an MPO, manage right-of-way preservation proposals for highway and high-capacity transportation development to assure conformance with the RTP and associated regional development strategies.

4. Carry out RTPO functions as prescribed by state law. These functions include preparation of an RTP covering regionally significant transportation projects, as well as these other functions mandated by state law:

- a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
  - b. Certify that transportation elements of comprehensive plans adopted by counties, cities, and towns conform with comprehensive planning provisions of state law.
  - c. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.
  - d. In cooperation with the State Department of Transportation, identify and jointly plan improvements and strategies within those corridors which are important to moving people and goods on a regional or statewide basis.
5. In the case of certification of transportation elements of all local comprehensive plans for consistency with the Regional Transportation Plan (RTP), the Board shall direct staff to review plans and recommend certification.

If staff does not recommend certification because of inconsistencies with the RTP, the local government(s) involved shall be notified, and the affected party or parties may appeal the staff recommendation to the Board for resolution. Upon receipt of an appeal, the Board will direct that a board of hearing examiners be constituted from the membership of the Executive Board to resolve the conflict, establishing consistency with the RTP, and allowing for certification.

6. Determine categories for priorities for the region among recommended regionally significant transportation projects, and forward those priorities to the State Department of Transportation for review in the development of state transportation funding programs.
  7. Review and comment in the NEPA/SEPA process on proposed actions with potential significant impact on the implementation of the RTP.
- B. Growth Management. The agency shall maintain VISION 2020 as the adopted regional growth management strategy. The regional growth management strategy shall be based on and developed from local comprehensive planning and address only regional issues including transportation, open space, air and water quality, economic development and regional facilities.
- C. Countywide Comprehensive Plans. One year after adoption of this Agreement, a process for the regional review of countywide plans (which reflect city and county comprehensive plans) for consistency with the

adopted regional growth strategy and/or the regional transportation plan shall be considered by the governing Board of the new Regional Council.

- D. Regional Data Base Development. The agency shall provide for establishment and maintenance of a regional data base to:
1. Support development of the RTP and regional growth management strategy;
  2. Forecast and monitor economic, demographic, and travel conditions in the region;
  3. Develop the database jointly with relevant state agencies for use in the region by local governments and the State of Washington.
  4. Respond to data prepared by the State Office of Financial Management.
- E. Technical Assistance. As requested, the agency shall provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the mission and functions of the agency.
- In addition, the agency may provide general planning assistance, consistent with the mission and functions of the agency, to small cities and towns which are members of the agency and which request help to complete planning work they are unable to staff or fund.
- F. Discussion Forum. The agency may provide a forum for discussion among local and state officials and other interested parties of common regional issues.

## **VIII. RELATIONSHIP OF REGIONAL PLANNING AGENCY TO LOCAL AND STATE GOVERNMENTS**

- A. Planning preparation: In a collaborative process with citizens of the region, interested groups and organizations, and local, regional and state government, the regional agency prepares the RTP and a regional growth management strategy. After public review and adoption by the Regional Planning Agency, these documents establish a vision and goals for growth and mobility in the central Puget Sound region.
- The RTP and the regional growth management strategy are based on direction of state law and based on and developed from local comprehensive plans.

### IX. FUNDING OF AGENCY ADMINISTRATION/OPERATIONS

- A. State and Federal Funding. Appropriations from the State through WSDOT to the Regional Planning Agency are to be provided as defined and authorized in state law. The Board is authorized to seek additional state funding as may be necessary. The agency will receive federal assistance through Urban Mass Transportation Administration (UMTA), Federal Highway Administration (FHWA), and Federal Aviation Administration (FAA) Airports Systems planning funds, and other appropriate federal sources.
- B. Local Funding. Dues of member agencies, statutory members and associate members shall be established by the Executive Board. All city and county members shall pay dues, as established by the Board, based proportionally on a formula to include their population and their assessed valuation.
- C. Other Funding. The agency Board may contract on a fee-for-service basis with non-member agencies which request special services and with member agencies which may seek additional services.
- D. The Board shall establish the annual budget and the amount of dues necessary to support the functions of the Regional Planning Agency. Dues will be paid on July 1 of each year.

### X. AMENDMENTS

- A. Amendments to this Agreement may be proposed by any city or county and shall be considered by all members upon recommendation by the Board. The Agreement shall be amended by adoption of affirmative resolutions by all of the prior signators.
- B. In the event 60 percent of all units of general government in King, Kitsap, Pierce, and Snohomish counties, including the counties, representing at least seventy-five percent of the regional population become signators to a new agreement involving substantially the same subject matter as this Agreement, this Agreement shall terminate.

### XI. MERGER

This Agreement merges and supersedes all prior discussions, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

**XII. WITHDRAWALS; DISSOLUTION**

- A. Any member shall have the right to withdraw from this Interlocal Agreement by giving written notice, six months prior to the annual assessment, to the Executive Board.
- B. The members agree that withdrawal will not absolve them of responsibility for meeting financial and other obligations of annual contracts or agreements which exist between the State of Washington or the federal government and the Regional Planning Agency at the time of withdrawal.
- C. Upon termination of this Agreement any money or assets in possession of the Regional Planning Agency after payment of all liabilities, costs, expenses, charges validly incurred under this agreement, shall be returned to all contributing governments in proportion to their assessment determined at the time of termination. The debts, liabilities, and obligations of the Regional Planning Agency shall not constitute a debt, liability or obligation of any member agency.

**XIII. SEVERABILITY**

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**XIV. STATE RELATIONSHIP**

A copy of this Agreement shall be filed with the State Department of Community Development.

**IN WITNESS WHEREOF**, this Agreement has been executed by each party on the date set forth below:

  
 \_\_\_\_\_  
 President

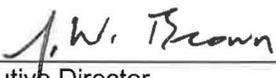
\_\_\_\_\_  
Jurisdiction's Representative

Jurisdiction \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Form:

  
 \_\_\_\_\_  
 Executive Director

\_\_\_\_\_  
Jurisdiction's Legal Counsel

**ADDENDUM  
EXECUTIVE BOARD REPRESENTATIVES  
AND VOTES**

**Note:** Weighted votes are updated annually to reflect the most recent office of Financial Management (OFM) population figures per Article V, Section C3 of the Interlocal Agreement. Every three years the Executive Board will reconsider the distribution of county and city representation on the Executive Board. The current weighted votes for member agency jurisdictions represented on the Executive Board follow.

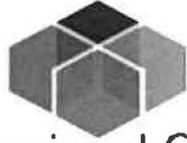
	<b>Member Jurisdiction</b>	<b>Representatives */**</b>	<b>Weighted Votes</b>
King County	County	2	263.61
	Seattle	4	100.41
	Bellevue	1	19.79
	Federal Way	1	13.56
	Kent	1	17.88
	Kirkland	1	12.11
	Renton	1	14.45
	Other Cities & Towns	3	85.41
Kitsap County	County	1	32.85
	Bremerton	1	14.98
	Other Cities & Towns	1	17.87
Pierce County	County	2	106.52
	Tacoma	1	48.56
	Other Cities & Towns	1	57.96
Snohomish County	County	2	97.02
	Everett	1	24.73
	Other Cities & Towns	2	72.29
	<b>Total Member Jurisdictions</b>	<b>26</b>	<b>1,000</b>
Statutory Members	Port of Bremerton	1	3
	Port of Everett	1	10
	Port of Seattle	1	50
	Port of Tacoma	1	30
	WA State Dept. of Trans.	1	30
	WA Trans. Commission	1	30
	<b>Total Statutory Members</b>	<b>6</b>	<b>153</b>
	<b>Grand Total</b>	<b>32</b>	<b>1,153</b>

\* Pursuant to RCW 47.80.060, 50 percent of the county and city local elected officials who serve on the Executive Board must also serve on transit agency boards or on a regional transit authority.

\*\* Weighted votes are updated every September, and representatives for the Executive Board are reviewed every three years, per Interlocal Agreement, Article V.c.3. and as prescribed in RCW 47.80.010. Next review of the Executive Board Representatives will be in Autumn 2019.

July 27, 2017

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# Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 \\\ SEATTLE, WA 98104-1035 \\\ psrc.org \\\ 206-464-7090

April 5, 2018

Michael Matthias, City Manager  
City of Des Moines  
21630 11th Avenue So., Suite A  
Des Moines, WA 98198

**RECEIVED**

**APR 11 2018**

**CITY OF DES MOINES  
CITY CLERK**

Dear Mr. Matthias,

On March 22, 2018, the Executive Board approved membership for the City of Des Moines, effective April 1, 2018, as you had requested. Welcome! If there is anything I can do for your, please feel free to contact me. My number here at the Regional Council is (206) 464-5815.

I am enclosing two signed copies of the Interlocal Agreement for Regional Planning in the Central Puget Sound Area. Please sign both copies and return one signed copy to me.

Again, welcome! Both Executive Dave Somers, President and Executive Bruce Dammeier, Vice President welcome you.

Sincerely,

Sheila Rogers, Executive Assistant  
Puget Sound Regional Council

cc: Executive Dave Somers, Snohomish County; President, PSRC  
Executive Bruce Dammeier, Pierce County; Vice President, PSRC  
Josh Brown, Executive Director, PSRC  
Mark Gulbranson, Deputy Executive Director, PSRC  
Diana Lauderbach, Chief Financial Officer, PSRC  
City of Des Moines City Clerk

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# AGENDA ITEM

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

SUBJECT: Interagency Agreement with Highline College for the Small Business Development Center

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 10, 2018

ATTACHMENTS:

- 1. Interagency Agreement

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

- Legal *VB*
- Finance *Baw*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this agenda item is to request City Council approval of an Interagency Agreement between Highline College and the City of Des Moines for continuing support of the College’s Small Business Development Center (SBDC). The City contributed \$10,000 each year since the SBDC started in 2004, except in 2010 when the contribution was \$8,000.

**Suggested Motion**

**MOTION:** “I move to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as submitted.

**Background:**

The City of Des Moines was a founding partner of the Southwest King County Economic Development Initiative (SKCEDI) dedicated to collaboration related to the economic development of Southwest King County and to working together to solve the economic development issues common to its members. The Small Business Development Center is one example of this cooperation and it has been kept solvent and effective since its inception in large part due to each partners' commitment to funding. That funding commitment is an investment in the community and in area-wide economic development.

**Alternatives:**

The Council may decide not to enter into the agreement, or may approve the agreement for 2018.

**Financial Impact:**

The 2018 contribution of \$10,000 is provided for in the 2018 budget.

**Recommendation/Conclusion:**

Staff recommends approval of the Interagency Agreement.

**Concurrence:**

The Legal and Finance Departments recommend approval of this Interagency Agreement.

**INTERAGENCY AGREEMENT**

**Between**

**STATE OF WASHINGTON**

**HIGHLINE COLLEGE**

**and**

**CITY OF DES MOINES**

**THIS AGREEMENT** is made and entered into by and between **HIGHLINE COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COLLEGE**," and the **CITY OF DES MOINES, 21630 11<sup>TH</sup> AVE S, DES MOINES, WA 98198** hereinafter referred to as the "**CITY OF DES MOINES**".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

To provide partnership and support for the community through the efforts of the Small Business Development Center (SBDC) and to provide complimentary business development services and resources to small to medium sized businesses.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2018**, and be completed on **December 31, 2018**, and will be renewed automatically on an annual basis unless terminated as specified in the termination clause of this agreement by either party.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$10,000.00 annually**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

**BILLING PROCEDURE**

Highline College shall submit invoices **automatically on an annual basis**. Payment to the **Highline College** for approved and completed work will be made by warrant or account transfer by the **City of Des Moines** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of

the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline College**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**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.

**WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**Highline College:**

All correspondence and notices related to this agreement shall be delivered or mailed to the Economic Development Program Director, Rich Shockley, Highline College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

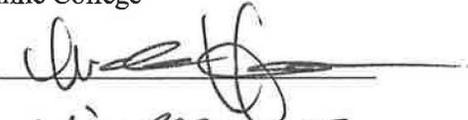
**City of Des Moines:**

Communications and billing contact person shall be Michael Matthias, City Manager, 21630 11<sup>th</sup> Ave S, Suite A, Des Moines, WA 98198

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

State of Washington  
Michael Pham Vice President at  
Highline College

City of Des Moines  
Michael Matthias

By:   
Title: VICE PRESIDENT  
Date: MAR 1, 2018

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Des Moines City Attorney

# AGENDA ITEM

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

SUBJECT: Consultant Services Contract with David A. Clark Architects, PLLC for Design and Construction Administration Services for the Des Moines Beach Park Sun Home Lodge Foundation Design, Police Services Center, and Municipal Court Security Improvement Projects

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 16, 2018

CLEARANCES:

Community Development NA

Marina NA

Parks, Recreation & Senior Services 

Public Works 

ATTACHMENTS:

1. Consultant Services Contract with David A. Clark Architects, PLLC
2. 2018 Capital Project Budget – Sun Home Lodge Foundation Design
3. 2018 Capital Project Budget – Police Services Center Security Improvements
4. 2018 Capital Project Budget – Municipal Court Security Improvements
5. Rule GR 36 – Trial Court Security

CHIEF OPERATIONS OFFICER: 

Legal 

Finance 

Courts 

Police 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval to enter into a contract with David A. Clark Architects, PLLC (Attachment 1) for the Des Moines Beach Park Sun Home Lodge Foundation Design, Police Services Center, and Municipal Court Security Improvement Projects. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Sun Home Lodge Foundation Design, Police Services Center, and Municipal Court Security Improvement Projects, in the amount of \$78,429.94, and additionally authorize the City Manager or designee to sign the Consultant Services Contract substantially in the form as submitted.”

**Background****Sun Home Lodge:**

The Des Moines Beach Park Sun Home Lodge Rehabilitation Project has been programmed in successive Capital Improvement Plans since 2005. The rustic camp building built in 1934 is a contributing feature of the Beach Park Historic District. Water and sewer utilities were upgraded and brought to the building as part of the Auditorium Construction Project.

In 2015 and 2016, the City received grants from 4Culture totaling \$63,000 for the design, engineering, bid specifications and cost estimates for the Sun Home Lodge Foundation Project. Per the agreements, the design project must be completed by February 2019. Construction of the building's foundation will not take place until additional funding is secured.

**Trial Court Security:**

On March 29, 2017, The Supreme Court of Washington enacted Rule GR 36 – Trial Court Security (Attachment 5). This required that all Courts in the State develop plans, and install appropriate security improvements to adequately protect Court Staff and the Public while they are conducting daily business.

**Police Services Center Security:**

The Police Services Center is in need of security improvements as well. In an effort to take advantage of economy of scale, staff decided it would be best to have one architect perform the design services for all three of these projects.

**Discussion**

An RFQ for design services was advertised on January 31, 2018 and February 7, 2018 in the Seattle Daily Journal of Commerce. Statements of Qualification were due on February 16, 2018. The City received three (3) SOQ's for these projects.

Staff has performed the necessary SOQ evaluations, and determined that David A. Clark Architects, PLLC is the most qualified firm to perform the necessary design work on these projects.

David A. Clark Architects, PLLC has previously performed work on the various Beach Park buildings, and has also been involved in minor remodeling work at the Municipal Court.

**Alternatives**

Council could choose to not award the contract.

**Financial Impact**

There are sufficient funds available within the three project budgets to cover the design costs (Attachments 2, 3, 4).

**Recommendation**

Staff recommends that Council approve the recommended motion.



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and**

### **David A. Clark Architects, PLLC**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and David A. Clark Architects, PLLC organized under the laws of the State of Washington, located and doing business at 33017 134<sup>th</sup> Ave. SE, Auburn, WA 98092, (253) 351-8877 (hereinafter the "Consultant").

#### **I. DESCRIPTION OF WORK.**

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

See attached Exhibit "A" – Consultant Scope and Fee Proposal, dated March 30, 2018 and April 3, 2018; which is incorporated into this contract.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2018.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed **\$78,429.94** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant 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.

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant 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.

**V. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant 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 Consultant'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 Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant 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.

**VI. CLAIMS.** If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant 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 Consultant 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 Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant'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 Consultant'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 Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant 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 Consultant'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. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor 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 Consultant 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 Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**VII. LIMITATION OF ACTIONS.** CONSULTANT 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 CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**VIII. 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. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**IX. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor 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.

**X. INDEMNIFICATION.** Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

**XI. INSURANCE.** The Consultant 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 the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**No Limitation.** Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant 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.** Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**D. Verification of Coverage** Consultant 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 Consultant before commencement of the work.

**XII. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

**XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

**XIV. 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.

**XV. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant 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 Consultant's own risk, and Consultant 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.

**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.

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 agreement 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 X 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 this 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 Consultant.

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 Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant'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><b>CONSULTANT:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: _____</p> <p>Its _____  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <span style="margin-left: 150px;"><i>(signature)</i></span></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u>  <span style="margin-left: 100px;"><i>(Title)</i></span></p> <p>DATE: _____</p> <p style="text-align: right; margin-right: 50px;">Approved as to form:</p> <p style="text-align: right; margin-right: 50px;">_____  City Attorney</p> <p style="text-align: right; margin-right: 50px;">DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Pat Patterson  David A. Clark Architects, PLLC  33017 134<sup>th</sup> Ave. SE  Auburn, WA 98092  (253) 351-8877 (telephone)  <a href="mailto:ppatterson@clarkarchitects.com">ppatterson@clarkarchitects.com</a> (e-mail)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott J. Romano  City of Des Moines  21650 11<sup>th</sup> Avenue S.  Des Moines, WA 98198  (206) 870-6539 (telephone)  <a href="mailto:sromano@desmoineswa.gov">sromano@desmoineswa.gov</a> (e-mail)</p>
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At the Direction of the Des Moines  
City Council taken at an open public  
Meeting on \_\_\_\_\_.

# EXHIBIT "A"

DAVID A. CLARK  
ARCHITECTS, PLLC

## Sun Home Lodge, PD & Court Security Improvements

### Fixed Fee proposal - Summary

3-Apr-18

Fixed fee - Sun Home Lodge <i>(See break down)</i>	\$38,943.12
Fixed fee - PD Security Improvements <i>(See break down)</i>	\$9,581.32
Fixed fee - Court Security Improvements <i>(See break down)</i>	\$7,905.50
<b>Sub-total</b>	<b>\$56,429.94</b>
<b>(Reimbursables)</b>	<b>\$2,000.00</b>
<b>City-authorized Management Reserve</b>	<b>\$20,000.00</b>
<b>TOTAL A/E FEE</b>	<b>\$78,429.94</b>

#### Scope of Work:

- 1) Provide structural calcs & drawings and architectural drawings for permit for new foundation for existing Sun Home Lodge. Plans to include utility connections.
- 2) Provide drawings and specifications for permitting and bidding including full construction administration for the Des Moines Police Department and Trial Courts security improvements as described in Scope of Work dated March 19, 2018.

**DAVID A. CLARK  
ARCHITECTS, PLLC**

**Sun Home Lodge**

**Fixed Fee proposal**

30-Mar-18

**Fee Proposal:** While this breakdown is detailed as hourly, this is only to determine the breakdown of sections to relate to the fixed fee. This number does not change when bids are received.

		<u>Drafter</u>		<u>Const. Mgr</u>		<u>Architect</u>		<u>Fee</u>	
G	Site review	2	98.20	2	196.92	0	232.55	\$ 590.24	\$ 1,315
	Coordination	1	98.20	2	196.92	1	232.55	\$ 724.59	
PD	Prepare As-builts	10	98.20	0	196.92	0	232.55	\$ 982.00	\$ 5,033
	Preliminary Designs & Alt	0	98.20	2	196.92	6	232.55	\$ 1,789.14	
	Prepare cost estimates	0	98.20	4	196.92	0	232.55	\$ 787.68	
	Consultant Coordination	1	98.20	2	196.92	0	232.55	\$ 492.04	
	Prepare PD Drawings	10	98.20	0	196.92	0	232.55	\$ 982.00	
DD	Prepare drawings, detail	10	98.20	2	196.92	2	232.55	\$ 1,840.94	\$ 4,400
	Update cost estimates	0	98.20	2	196.92	0	232.55	\$ 393.84	
	Consultant Coordination	2	98.20	2	196.92	0	232.55	\$ 590.24	
	Interior Design	0	98.20	0	196.92	0	232.55	\$ -	
	Meetings	0	98.20	8	196.92	0	232.55	\$ 1,575.36	
CD	Cover Sheet, general notes	4	98.20	0	196.92	1	232.55	\$ 625.35	\$ 14,564
	Code Check sheet	5	98.20	0	196.92	5	232.55	\$ 1,653.75	
	Architectural Site plan	7	98.20	1	196.92	1	232.55	\$ 1,116.87	
	Floor Plan, Demolition plan	8	98.20	1	196.92	2	232.55	\$ 1,447.62	
	Elevations	7	98.20	1	196.92	2	232.55	\$ 1,349.42	
	Interior Elevations	2	98.20	1	196.92	2	232.55	\$ 858.42	
	Wall Sections	4	98.20	1	196.92	2	232.55	\$ 1,054.82	
	Details	3	98.20	1	196.92	4	232.55	\$ 1,421.72	
	Door schedules & details	3	98.20	3	196.92	3	232.55	\$ 1,583.01	
	Window Schedule & Details	3	98.20	1	196.92	3	232.55	\$ 1,189.17	
	Public/Council Meetings	0	98.20	6	196.92	0	232.55	\$ 1,181.52	
	Revisions	3	98.20	2	196.92	0	232.55	\$ 688.44	
	Update Cost Estimate	0	98.20	2	196.92	0	232.55	\$ 393.84	
<b>Subconsultants</b>									
	Structural Engineering							\$ 6,375	
	Civil Engineering							\$ 4,250	
<b>Permitting</b>									
	Pre-application meetings	0	98.20	6	196.92	0	223.85	\$ 1,182	
	Prep, Applications & Submittal	6	98.20	4	196.92	2	223.85	\$ 1,825	
<b>TotalAmount</b>									<b>\$ 38,943</b>
									<b>\$ 38,943</b>
Reimbursables									
	cost plus 10%							\$ 1,000	
	Plots, Prints and deliveries, not to exceed							\$ 1,000	
<b>TOTAL FIXED FEE</b>									<b>\$ 39,943</b>
Not included:									

Bidding, Construction Admin, Haz Mat, Permit fees or Parking studies

**DAVID A. CLARK  
ARCHITECTS, PLLC**

**Court Security Improvements**

**Fixed Fee proposal**

3-Apr-18

**Fee Proposal:** While this breakdown is detailed as hourly, this is only to determine the breakdown of sections to relate to the fixed fee. This number does not change when bids are received.

	<u>Drafter</u>		<u>Const. Mgr</u>		<u>Architect</u>		<u>Fee</u>				
PD	Prepare As-built floor plans	1.5	98.20	0	196.92	0	232.55	\$	147.30	\$	872
	Preliminary Designs & Alt	0	98.20	1	196.92	1	232.55	\$	429.47		
	Prepare cost estimates	0	98.20	1.5	196.92	0	232.55	\$	295.38		
DD	Prepare drawings, detail	4	98.20	0	196.92	2	232.55	\$	857.90	\$	1,448
	Update cost estimates	0	98.20	1	196.92	0	232.55	\$	196.92		
	Interior Design	1	98.20	0	196.92	0	232.55	\$	98.20		
	Meetings	0	98.20	1.5	196.92	0	232.55	\$	295.38		
CD	Cover Sheet, general notes	2	98.20	0	196.92	0	232.55	\$	196.40	\$	4,406
	Code check	2.5	98.20	0	196.92	1	232.55	\$	478.05		
	Demolition plan & notes	2	98.20	0	196.92	0.5	232.55	\$	312.68		
	Floor Plan, Enlarged plans	2.5	98.20	1	196.92	1	232.55	\$	674.97		
	Elevations	2	98.20	1	196.92	0	232.55	\$	393.32		
	Interior Elevations	2	98.20	0	196.92	0.5	232.55	\$	312.68		
	Wall Sections, Details	3	98.20	1.5	196.92	2	232.55	\$	1,055.08		
	Door schedules & details	2	98.20	1.5	196.92	0	232.55	\$	491.78		
	Window Schedule & Details	2	98.20	0	196.92	0	232.55	\$	196.40		
	Revisions	1	98.20	0	196.92	0	232.55	\$	98.20		
	Update Cost Estimate	0	98.20	1	196.92	0	232.55	\$	196.92		
	Specifications	0	98.20	6	196.92	0	232.55	\$	1,181.52		
<b>Subconsultants</b>											
Mech/Elec Engineering (NOT INCLUDED)											
<b>Permitting</b>											
	Prep, applications & submittal	2	98.20	1	196.92	0	223.85			\$	393
<b>Bidding</b>											
	Bidding	1	98.20	2	196.92	0	223.85			\$	492
	Evaluate bids	0	98.20	0.5	196.92	0	223.85			\$	98
<b>Construction Administration/Observation</b>											
	Pre-Con Mtg	0	98.20	1.5	196.92	0	223.85	\$	295.38		
	Site visits during Construction	0	98.20	3	196.92	0	223.85	\$	-		
	Construction issues	0	98.20	3	196.92	0	223.85	\$	590.76		
	Submittals, shops	0	98.20	2	196.92	0	223.85	\$	393.84		
	Pay Applications	0	98.20	1	196.92	0	223.85	\$	196.92		
	Punch List, close-out	1	98.20	2	196.92	0	223.85	\$	393.58		
<b>TotalAmount</b>										<b>\$</b>	<b>9,581</b>
<b>Reimbursables</b>											
	cost plus 10%									\$	500
										<b>TOTAL FIXED FEE</b>	<b>\$ 10,081</b>
Not included:											
Engineering, Haz Mat, Permit fees											



**DAVID A. CLARK  
ARCHITECTS, PLLC**

**PD Security Improvements**

**Fixed Fee proposal**

30-Mar-18

**Fee Proposal:** While this breakdown is detailed as hourly, this is only to determine the breakdown of sections to relate to the fixed fee. This number does not change when bids are received.

	<u>Drafter</u>		<u>Const. Mgr</u>		<u>Architect</u>		<u>Fee</u>				
PD	Prepare As-built floor plans	1.5	98.20	0	196.92	0	232.55	\$	147.30	\$	872
	Preliminary Designs & Alt	0	98.20	1	196.92	1	232.55	\$	429.47		
	Prepare cost estimates	0	98.20	1.5	196.92	0	232.55	\$	295.38		
DD	Prepare drawings, detail	4	98.20	0	196.92	2	232.55	\$	857.90	\$	1,448
	Update cost estimates	0	98.20	1	196.92	0	232.55	\$	196.92		
	Interior Design	1	98.20	0	196.92	0	232.55	\$	98.20		
	Meetings	0	98.20	1.5	196.92	0	232.55	\$	295.38		
CD	Cover Sheet, general notes	2	98.20	0	196.92	0	232.55	\$	196.40	\$	3,124
	Floor Plan, Enlarged plans	2.5	98.20	1	196.92	1	232.55	\$	674.97		
	Interior Elevations	2	98.20	0	196.92	0.5	232.55	\$	312.68		
	Wall Sections, Details	3	98.20	1.5	196.92	2	232.55	\$	1,055.08		
	Window Schedule & Details	2	98.20	0	196.92	0	232.55	\$	196.40		
	Revisions	1	98.20	0	196.92	0	232.55	\$	98.20		
	Update Cost Estimate	0	98.20	1	196.92	0	232.55	\$	196.92		
	Specifications	0	98.20	2	196.92	0	232.55	\$	393.84		
<b>Subconsultants</b>											
Mech/Elec Engineering (NOT INCLUDED)											
<b>Permitting</b>											
	Prep, applications & submittal	2	98.20	0.5	196.92	0	223.85			\$	295
<b>Bidding</b>											
	Bidding	1	98.20	1.5	196.92	0	223.85			\$	394
	Evaluate bids	0	98.20	0.5	196.92	0	223.85			\$	98
<b>Construction Administration/Observation</b>											\$ 1,674
	Pre-Con Mtg	0	98.20	1.5	196.92	0	223.85	\$	295.38		
	Site visits during Construction	0	98.20	3	196.92	0	223.85	\$	-		
	Construction issues	0	98.20	2	196.92	0	223.85	\$	393.84		
	Submittals, shops	0	98.20	2	196.92	0	223.85	\$	393.84		
	Pay Applications	0	98.20	1	196.92	0	223.85	\$	196.92		
	Punch List, close-out	1	98.20	2	196.92	0	223.85	\$	393.58		
<b>TotalAmount</b>											<b>\$ 7,905</b>
<b>Reimbursables</b>											
	cost plus 10%										\$ 500
											<b>\$ 8,405</b>
<b>Not included:</b>											
Engineering, Haz Mat, Permit fees											



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Project Title: **Police Security Improvements**

Project # **506.711**

*Summary Project Description:*

<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>11/9/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
Internal Engineering/Project Mgmt	45,000	-	45,000
Other Professional Services		-	-
<b>Prop/ROW/Easements</b>			
<b>Construction</b>			
Internal Engr-Proj Mgmt/ Inspect		-	-
Construction Contract 1	129,000	-	129,000
<b>Other</b>			
Interfund Financial Services		-	-
<b>Contingencies</b>	9,000	-	9,000
<b>Total Project Expense Budget:</b>	<b>183,000</b>	<b>-</b>	<b>183,000</b>

<b>PROJECT ALLOCATIONS BY YEAR</b>								
<b>Project to Date 12/31/16</b>	<b>Project To Date 11/30/2017</b>	<b>2017 Year to Date 11/30/2017</b>	<b>2017 Remaining</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
-	-	-	-	-	45,000			
-	-	-	-	-				
-	-	-	-	-				
-	-	-	-	-	129,000			
-	-	-	-	-				
-	-	-	-	-	9,000			
-	-	-	-	-	183,000			

*GL Account Number*  
 506.711.018.542.64.48-12  
 506.711.018.542.64.48-15  
 506.711.018.542.64.48-32  
 506.711.018.542.64.48-33  
 506.711.018.542.64.41.80  
 506.711.018.542.64.48-90

*Vendor #*  
 001.000.000.341.4

*Funding Source*  
 /Transfers  
 506.711.301.397.00.00.00  
 506.711.001.397.00.00.00

<b>Funding Sources</b>	<b>11/9/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
REET 1	45,000	-	45,000
General Fund	138,000	-	138,000
<b>Total Project Revenue Budget:</b>	<b>183,000</b>	<b>-</b>	<b>183,000</b>

<b>Project to Date 12/31/16</b>	<b>Project to Date 11/30/2017</b>	<b>2017 YTD 11/30/2017</b>	<b>2017 Remaining</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
-	-	-	-	-	45,000			
-	-	-	-	-	138,000			
-	-	-	-	-	183,000			

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Project Title: **Court Security Improvements**

Project # **506.710**

**Summary Project Description:**

<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>11/9/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
Internal Engineering/Project Mgmt	54,000	-	54,000
Other Professional Services		-	-
<b>Prop/ROW/Easements</b>			
<b>Construction</b>			
Internal Engr-Proj Mgmt/ Inspect		-	-
Construction Contract 1	165,000	-	165,000
<b>Other</b>			
Interfund Financial Services		-	-
Contingencies	11,000	-	11,000
<b>Total Project Expense Budget:</b>	<b>230,000</b>	<b>-</b>	<b>230,000</b>

<b>PROJECT ALLOCATIONS BY YEAR</b>								
<b>Project to Date 12/31/16</b>	<b>Project To Date 11/30/2017</b>	<b>2017 Year to Date 11/30/2017</b>	<b>2017 Remaining</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
-	-	-	-		54,000			
-	-	-	-					
-	-	-	-					
-	-	-	-					
-	-	-	-		165,000			
-	-	-	-					
-	-	-	-					
-	-	-	-		11,000			
-	-	-	-		230,000			

<b>Funding Sources</b>	<b>11/9/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
REET 1	54,000	-	54,000
General Fund	176,000	-	176,000
<b>Total Project Revenue Budget:</b>	<b>230,000</b>	<b>-</b>	<b>230,000</b>

<b>Project to Date 12/31/16</b>	<b>Project to Date 11/30/2017</b>	<b>2017 YTD 11/30/2017</b>	<b>2017 Remaining</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
-	-	-	-		54,000			
-	-	-	-		176,000			
-	-	-	-		230,000			

Committed Cash:

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FILED  
MAR 29 2017  
WASHINGTON STATE  
SUPREME COURT

# THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE PROPOSED NEW  
RULE GR 36 — TRIAL COURT SECURITY

**ORDER**

NO. 25700-A- 1177

The Trial Court Security Committee, having recommended the adoption of the proposed new rule GR 36 — Trial Court Security, and the Court having considered the amendments and comments submitted thereto, and having determined that the proposed new rule will aid in the prompt and orderly administration of justice;

Now, therefore, it is hereby

ORDERED:

- (a) That the new rule as attached hereto is adopted.
- (b) That the new rule will be published in the Washington Reports and will become effective on September 1, 2017.

749/78

Page 2  
ORDER  
IN THE MATTER OF THE PROPOSED NEW RULE GR 36 — TRIAL COURT SECURITY

DATED at Olympia, Washington this 29<sup>th</sup> day of March, 2017.

John

Quinn

Stevens

Madsen

Fairhurst, C.J.

Chickie

[Signature]

Shyl G. McCall

[Signature]

## PROPOSED GENERAL RULE \_\_\_

### Trial Court Security

- (a) Purpose. A safe courthouse environment is fundamental to the administration of justice. Employees, case participants, and members of the public should expect safe and secure courthouses. This rule is intended to encourage incident reporting and well-coordinated efforts to provide basic security and safety measures in Washington courts.
- (b) Definition. "Incident" is defined as a threat to or assault against the court community, including court personnel, litigants, attorneys, witnesses, jurors or others using the courthouse. It also includes any event or threatening situation that disrupts the court or compromises the safety of the court community.
- (c) Incident Reports.
- (1) Reporting Method.
- (i) The court should make a record of each incident as soon as practicable, but no later than two days after the incident. The report shall be kept on file by the local court administrator.
- (ii) The court shall report all incidents electronically to the Administrative Office of the Courts on the AOC Threat/Incident Report Form within one week of the incident.
- (d) Court Security Committee.

(1) Role. Each trial court should form a Court Security Committee to coordinate the adoption of court security policies and make recommendations regarding security protocols, policies, and procedures necessary to protect the public, court personnel and users, and court facilities. The Court Security Committee should adopt a Court Security Plan and thereafter revise the Plan as may be necessary.

(2) Committee Composition. The Presiding Judge for each court should convene a Court Security Committee meeting and invite representatives from the following:

- (i) Judiciary;
- (ii) Court Clerical Staff;
- (iii) Prosecuting Authority's Office;
- (iv) Public Defender's Office;
- (v) Executive Branch;
- (vi) Law Enforcement;
- (vii) Facilities/Maintenance Department;
- (viii) Any other agency of government housed in the same building;
- (ix) Any other person the presiding judge deems appropriate;

(e) Court Security Plan. Each Court Security Committee should create a Court Security Plan for each courthouse location. If a Court Security Plan is adopted, the Court Administrator shall keep the

Plan on file and accessible to the court community. The Court Security Plan should be in writing and should address:

(1) Routine security operations, including security screening for persons entering the court facility, secure storage of weapons not permitted in the courthouse, parking, landscaping, interior and exterior lighting, interior and exterior doors, intrusion and detection alarms, window security, protocol for building access for first responders, and provision of building floor plans for first responders;

(2) Written or oral threats or declarations of intent to inflict pain or injury upon anyone in the court community;

(3) Physical layout of court facility and escape routes;

(4) Threats -- In court or by other means (telephone, email, website, etc.);

(5) Bomb threat;

(6) Hostage situation;

(7) Weapons in the court facility;

(8) Active shooter;

(9) Escaped prisoner;

(10) High risk trial plan;

(11) Routine security operations;

(12) Threat and security incident response techniques in and around the court facility which may include how to diffuse situations and remain calm during an incident;

(13) Personal safety techniques in and around the court facility;

(14) Irrate and abusive individuals.

(f) Security Drills. Each court may hold security drills as determined by the Court Security Committee, as deemed necessary by the Presiding Judge in consultation with other authorities in the courthouse. Drills should include all court personnel, prosecutors, defense attorneys, law enforcement, and other regular court users.

(g) Minimum Court Security Standards. Every Court shall endeavor to meet or exceed the following minimum standards. Should the Court fail to meet the Minimum Court Security Standards, the Court should state in the Court Security Plan why the minimum standards were not met.

(1) Policy and Procedure Guide for all court and clerk personnel. Trial courts shall develop a Court Security Policy and Procedure Guide, using as examples the guides from Spokane County and Seattle Municipal Court, which guides are available from the Administrative Office of the Courts.

(2) Weapons screening by uniformed security personnel at all public entrances. Uniformed security personnel shall perform weapons screening at all public entrances, using as a minimum metal-detector wand screening and physical examination of bags, briefcases, packages, etc.

(3) Security audits every three years. Trial courts shall conduct a security audit at least every three years. Updates to the Court Security Policy and Procedure Guide shall be disseminated to all court and clerk personnel.

(4) Security cameras recording with loops of at least 7 days, with signage that recording is taking place. Security cameras shall be placed at strategic locations as determined by the Court Security Committee, with signs posted nearby advising that recording is taking place. Security camera footage shall be retained for at least 7 days.

(5) Duress alarms at multiple strategic locations, such as clerk's office, administration, and courtrooms, with broadcasting to the nearest law enforcement agency with jurisdiction over the court site. Easily accessible and discreetly placed duress alarms shall be located at multiple strategic locations as determined by the Court Security Committee. The duress alarm shall broadcast to the law enforcement agency that has jurisdiction to respond to the site, and which is closest to the site.

(6) Emergency notification broadcast system in place, with standardized color coding, and all personnel trained on the system. An emergency notification broadcast system shall be established with standardized color coding denoting the level of emergency. All court and clerk personnel shall be trained on use of the system.

(7) Active shooter training for all court and clerk personnel. Active shooter training shall be delivered to all court and clerk personnel.

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## A G E N D A I T E M

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

SUBJECT: Memorandum of Understanding  
between the City of Des Moines and Teamsters  
Local 763 (“Teamsters”)

ATTACHMENTS:

1. Memorandum of Understanding
2. Agreement by and Between City of Des Moines, Washington and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Representing the Public Works, Parks and Marina Employees) January 1, 2017 – December 31, 2019

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 18, 2018

CLEARANCES:

- Community Development \_\_\_\_\_  
 Marina \_\_\_\_\_  
 Parks, Recreation & Senior Services \_\_\_\_\_  
 Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: DSB

- Legal TG  
 Finance Baw  
 Courts \_\_\_\_\_  
 Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

#### Purpose and Recommendation

The purpose of this agenda item is for City Council to approve the Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 (“Teamsters”) updating the existing Collective Bargaining Agreement (CBA) to reflect the new provisions in state law relating to mandatory sick leave.

#### Suggested Motion

**Motion 1:** “I move to approve the attached Memorandum of Understanding between the City of Des Moines and Teamsters Local 763 regarding the new mandatory sick leave provisions in state law and to authorize the City Manager to sign the MOU substantially in the form as attached.”

### **Background**

Initiative 1433, approved by Washington voters in November 2016, increased the minimum wage over several years and required employers to provide paid sick leave to most employees beginning January 1, 2018. Under the new law, all City employees must accrue paid sick leave at a minimum rate of one hour of paid sick leave for every forty hours worked; this includes part-time, extra-hire, temporary and seasonal workers. Although Teamster employees currently accrue **more generous** paid sick leave than what is provided under the new law, there are some changes in state law related to mandatory sick leave requirements that require the City to amend the existing CBA.

### **Discussion**

Although the City already provides more generous sick leave accruals to City employees (including Teamsters), the state law contains several provisions that differ. In order to account for these changes, the City has negotiated with the Teamsters to provide for two separate banks of sick leave: a “state sick leave bank” and a “City sick leave bank.”

The main impact of the new state law is that an “attendance incentive bonus,” which currently exists in the Teamsters CBA, would be a violation of the new law. The City has several attendance incentives such as additional vacation hours and converting sick leave to 457 plans if sick leave is not used. “Attendance-driven” compensation is not allowed under the new state sick leave policy if it “dissuades” an employee from using sick leave they are entitled to under the law.

To adjust for these changes in state law, the City and Teamsters have agreed to separate out the current sick leave accrual into tracking two kinds of sick leave, “state sick leave” and “city sick leave.” The rules prohibiting attendance incentives will only apply to the “state sick leave” usage, meaning the City can maintain the various attendance incentive programs in light of the new law. Additional state law rules such as notice requirements will only apply to the state sick leave bank as well.

As a result of the negotiation process, the Teamsters agreed to remove language awarding them an additional ten (10) hours of vacation if they used less than twenty-four (24) hours of sick leave in a given year. This type of incentive is not allowed under the state laws and only could be applied to City sick leave. Due to the complications that would arise with the administration of this type of incentive, the City agreed to provide the Teamsters with an additional eight (8) hours of “floating holiday” for this concession and for agreeing to the two bank method.

Finally, the City agreed to reduce the minimum amount of sick leave an employee must have before they can convert a portion to their 457 plan by fifty (50) hours to make up for the separate sick banks and slower accruals into the City sick leave bank (section 7.1.10 in attachment 1).

### **Alternatives**

Decline to approve the MOU and direct the City Manager to continue negotiations. (Not recommended).

### **Financial Impact**

The financial impact of this agreement will be nominal. The Teamsters will receive an additional eight (8) hours of vacation but they are removing their potential award of ten (10) hours of vacation if they meet an attendance incentive. The other requirements of the new state law do not have financial impacts.

### **Recommendation**

Administration, Legal, and Human Resources recommend approval.

## CITY PROPOSAL 3-8-2018

## MEMORANDUM OF UNDERSTANDING ("MOU")

Between

CITY OF DES MOINES, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763(Representing the Public Works, Parks and Marina Employees)January 1, 2017 through December 31, 2019With Respect to Sick Leave Provisions of the  
Collective Bargaining Agreement

**WHEREAS**, this Memorandum of Understanding (MOU) sets forth an understanding by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union;

**WHEREAS**, Initiative 1433, approved by Washington voters in November 2016, increases the minimum wage over several years and requires employers to provide paid sick leave to most employees beginning January 1, 2018;

**WHEREAS**, under the new law, all City employees must accrue paid sick leave at a minimum rate of one hour of paid sick leave for every forty hours worked; this includes part-time, extra-hire, temporary and seasonal workers;

**WHEREAS**, Teamster employees currently accrue more generous paid sick leave than what is provided under the new law;

**WHEREAS**, attendance driven compensation is no longer allowed if it dissuades employees from using paid sick leave they are entitled to under the law; and

**WHEREAS**, the parties have met and conferred in good faith and have agreed to bring the collective bargaining agreement into compliance with the new law.

**NOW THEREFORE**, the Employer and Union agree to revise Article 7 of the Collective Bargaining Agreement as follows:

**ARTICLE VII** SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE

7.1 Sick Leave - All full-time employees shall accrue sick leave benefits at the rate of eight (8) total hours for each calendar month of continuous employment. Such sick leave shall be separated into two separate accrual banks, "state sick leave" and "city sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.

- 7.1.1 All employees shall accrue one (1) hour of paid state sick leave for every forty (40) hours worked. Employees are not entitled to accrue state sick leave for hours paid while not working (such as vacation, paid holidays, or while using state sick leave). In addition, regular full-time employees shall accrue city sick leave, which when combined with their state sick leave will total eight (8) hours of sick leave per month (prorated for part-time employees).
- 7.1.24 State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued state sick leave beginning on the ninetieth (90<sup>th</sup>) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn city sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 7.1.32 SCity sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 7.1.3.1 Unused state sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's city sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.
- 7.1.43 Accrued state sick leave must be utilized first, followed by city sick leave once the employee's state sick leave is exhausted. Employees may use their accrued, unused sick leave hours to care for themselves or a family member (as defined below) for:
- a. Mental or physical illnesses, injuries, or health conditions;
  - b. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
  - c. The need for preventive medical care.
- 7.1.4.1 For the use of sick leave to care for an employee's family member, "family member" is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. "Child" is defined as a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status). "Parent" is defined as a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

7.1.4.2 Sick leave benefits may also be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten (10) days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on the job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used and for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. Sick leave may also be used for (a) a child with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. For the purposes of this section, "child" is defined by RCW 49.12.265. "H"health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020(10-14).

7.1.4.3 Employees may use their accrued, unused sick leave when their City building (work site) has been closed by order of a public official for any health-related reason; or when an employee's child's school or place of care has been closed by order of a public official for any health-related reason. See the definition of "child" in the previous section.

7.1.4.4 Employees may use their accrued, unused sick leave to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to:

- a. Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
- b. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
- c. Attend health care treatment for a victim who is the employee's family member;
- d. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
- e. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
- f. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
- g. For purposes of leave related to domestic violence, sexual assault, or stalking, "family member" is defined as any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

7.1.54 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.

7.1.65 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. The City provides "Sick Leave Buy Back" to enable employees, off work due to a workplace injury, to receive a paycheck while they wait for the Department of Labor and Industries (L&I) to process their claim and issue time-loss compensation. Employees use sick leave for the absence, but then have much of their sick leave accruals credited back based on the L&I payment. Employees must use their available sick leave bank, and when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. It is mandatory for the employee to buy back their sick leave hours with the time loss payment so that the employee receives no more than 100% of their wages during a time loss event. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the employee depositing the time loss check from Worker's Compensation and "buying back" the sick leave with a personal check or money order payable to the City of Des Moines. Once the employee has bought back all available sick and vacation leave, the employee shall no longer accrue paid leave benefits and shall not be required to surrender the time loss payments from Worker's Compensation to the Employer.

7.1.76 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the City's Personnel Manual. Failure to give the required notice may result in no payment of city sick leave benefits or other compensation for such absence(s).

7.1.7.1 Employees must provide reasonable notice of an absence from work for the use of sick leave to care for themselves or a family member, or because the employee's child's school or place of care is closed by order of a public official for any health-related reason, as follows.

7.1.7.2 If an employee's absence is foreseeable, the employee must provide notice to their supervisor or designee at least 10 days, or as early as practicable, before the first day sick leave is used. If possible, notification should include the expected duration of the absence.

7.1.7.3 If an employee's absence is unforeseeable, the employee must contact their supervisor or designee as soon as possible before the required start of their shift. If the absence continues beyond the first day, the employee shall notify the supervisor on a daily basis.

a. If circumstances allow, employees should provide notice as soon as the employee learns of the need for sick leave.

b. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice.

c. If possible, this notification should include the expected duration of the absence.

7.1.7.8 For the use of domestic violence, sexual assault, or stalking, if the absence is foreseeable, an employee must give advance oral or written notice to their supervisor or designee as soon as possible. If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or family member being a victim of domestic violence, sexual assault, or stalking, the employee or their designee must give oral or written notice no later than the end of the first day that the employee takes such leave.

7.1.8 When an employee has used state sick leave for an authorized use for more than three (3) consecutive days, the employee must provide verification that establishes or confirms that the use of sick leave is for an authorized purpose. "Three (3) consecutive days" means an absence for a full work day or partial work day on each of three consecutive days during which the employee is required to work. For those employees with a regular work schedule, when the employee is "required to work" means the employee's regular schedule. However, an employee who is on a scheduled day off, such as a holiday or scheduled vacation day, cannot use sick leave because the employee is not required to work that day. Acceptable verification for absences exceeding three days are specified as follows.

7.1.8.1 For care of the employee or the employee's family member, acceptable verification may include:

- a. A written or oral statement from the employee indicating that the use of sick leave is necessary to care for the employee or their family member for an authorized purpose;
- b. A doctor's note or a signed statement by a health care provider indicating that the use of sick leave is for care of the employee or their family member for an authorized purpose; or
- c. Other documentation demonstrating that the employee's use of sick leave is for care of the employee or their family member for an authorized purpose.

7.1.8.2 Verification must be provided to the City within ten (10) calendar days of the first day an employee used sick leave to care for themselves or a family member.

- a. When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of documents listed in WAC 296-128-660 satisfies this verification requirement; such verification must be in a timely manner.
- b. In the event the employee's child's school or place of care is closed by order of a public official for any health-related reason, acceptable verification may include written notice of closure by order of the public official; such verification must be provided to the City within ten (10) calendar days of the first day the employee used sick leave for such purpose.

- 7.1.8.37 ~~When an employee has used city sick leave,~~ the employee may be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. Examples of such an established pattern include when employee calls in sick on a day when a vacation request was denied, or absences or tardiness when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.98 Any employee found to have abused sick leave benefits or privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- ~~7.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the City's Personnel Manual.~~
- 7.1.10 Employees with a sick leave balance of over one hundred and fifty (150) two hundred (200) hours shall have one (1) hour of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan. Employees whose balance is over two hundred and fifty (250) three hundred (300) hours shall have two (2) hours of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan.
- 7.1.10.1 Sick Leave Cash Out to HRA VEBA Upon Separation - Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Union or upon the death of any employee regardless of years of service, the City will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. For employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA VEBA account.
- 7.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the City's Personnel Manual.
- 7.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.

## ARTICLE VIII VACATION AND HOLIDAY

8.2 Holidays - An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Employees shall receive four (4) hours off at their regular straight-time hourly rate of pay the afternoon of Christmas Eve Day, December 24. In addition, employees shall receive ~~twenty-four (24) sixteen (16)~~ floating holiday hours as scheduled by the employee and approved by the supervisor. Regular part-time employees shall receive the above paid holidays on a prorated basis.

8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.

8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.

8.2.3 Employees assigned to work Thanksgiving Day, Christmas Day, and Christmas Eve Day after 12:00 p.m. (noon) shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on those days, in addition to their holiday pay. Employees assigned to work on any of the remaining holidays listed in Section 8.2 shall be paid one and one-half (1½) times their regular rate of hourly pay for all hours actually worked on these days, in addition to their holiday pay. For the purposes of this provision, holidays begin and end at midnight, except Christmas Eve Day, which begins at 12:00 p.m. (noon) and ends at midnight. Employees who are assigned to work on any holiday may choose to receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. Provided, that employees who are assigned to work the afternoon of Christmas Eve (rather than receive 4 hours off with pay) shall receive their choice of 4 hours of holiday pay or 4 floating holiday hours. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.

- 8.2.4 Employees on alternative work schedules must use vacation, compensatory-time or floating holiday hours to account for the difference between the 8-hour holiday and their longer regular shift, using two (2) hours if on a “4-10s” schedule, or one (1) hour if on a “9-80s” schedule. However, when such employees have actual hours worked on a holiday under Section 8.2.3 above, they shall not also use vacation, compensatory-time, or floating holiday hours to supplement the 8-hour holiday.
- 8.2.5 In the event the observation of a holiday falls on an employee’s regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor’s approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.6 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six (6) month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

PUBLIC, PROFESSIONAL & OFFICE-  
 CLERICAL EMPLOYEES AND DRIVERS  
 LOCAL UNION NO. 763, affiliated with the  
 International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By \_\_\_\_\_  
 Scott A. Sullivan  
 Secretary-Treasurer

By \_\_\_\_\_  
 Michael F. Matthias  
 City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY OF DES MOINES, WASHINGTON**

**and**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES  
AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works, Parks and Marina Employees)**

**January 1, 2017 - December 31, 2019**

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**COLLECTIVE BARGAINING AGREEMENT**  
 by and between  
**CITY OF DES MOINES, WASHINGTON**  
 and  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
 (Representing the Public Works, Parks and Marina Employees)  
 January 1, 2017 through December 31, 2019

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THIS COLLECTIVE BARGAINING AGREEMENT, (hereinafter referred to as Agreement) is made and entered into by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer or the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**ARTICLE I**    **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1            **Recognition** - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time maintenance and operations employees within the City of Des Moines Public Works Maintenance Division, Park Maintenance Division, and the Marina excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees and all other employees.
- 1.1.1        For the purposes of this Agreement, "temporary employee" or "seasonal employee" shall mean an individual appointed to a position for a period of time less than nine (9) months, absent a declaration by the City of emergency need. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.
- 1.2            **Union Membership** - It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to a non-religious charity or to another charitable organization agreed upon by the employee and the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to a non-religious charity or to another charitable organization agreed upon by the employee and the Union. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

- 1.2.1 As provided in RCW 41.56.122, the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month to the Union that such payment has been made or initiate and maintain a payroll deduction with the Employer. If the employee and the Union do not reach agreement on such matters, the Commission shall designate the charitable organization.
- 1.3 Payroll Deduction - The Employer shall deduct from the paycheck of each employee who has so authorized in writing the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Union in writing, at which time the Employer will discontinue the deduction.
- 1.3.1 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce the provisions of this Article. The Union shall defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.
- 1.4 Union Officials Time-Off - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
  - The Employer is able to properly staff the employee's job duties during the time-off period;
  - The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
  - Employees shall not transact Union business while working on shift, except up to three designated representatives may participate in contract negotiation meetings with the employer.
- 1.4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 1.5 Union Notification - Within thirty (30) days from the date of hire of a new bargaining unit employee, the Employer shall forward to the Union the name, address, and telephone number of the new employee. The Employer shall promptly notify the Union of all bargaining unit employees leaving its employment.

- 1.6 Bulletin Boards - The Employer shall provide suitable space for two (2) bulletin boards, one at the maintenance facility and one at the Marina. Postings by the Union on the bulletin boards shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.
- 1.7 Union Visitation - An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.
- 1.8 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision, shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

## ARTICLE II NON-DISCRIMINATION

- 2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; sex/gender; sexual orientation; marital status; national origin; age; military status; sensory, mental or physical disabilities; or any other category protected by applicable federal, state or local law. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ). Any employee complaints of discrimination must be reported in accordance with the Discrimination and Harassment Complaint Procedure set forth in Section 2.C.E of the City's Personnel Manual.
- 2.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

## ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this agreement and whether or not previously exercised, subject only to the limitations expressly stated in this

Agreement. Such management rights shall include but not be limited to the following:

- 1) To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
- 2) To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions.
- 3) To determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor or incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- 4) To supervise and direct the workforce, to establish the qualifications for employment and to employ and train employees;
- 5) To schedule and assign work;
- 6) To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- 7) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- 8) To determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel in accordance with Article 18;
- 9) To make and enforce rules and regulations, including but not limited to safety rules, operational policies and procedures, and rules of conduct;
- 10) To discipline or discharge for just cause.
- 11) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- 12) To change or eliminate existing methods, equipment or facilities, including past practices;
- 13) To lawfully inspect lockers, other spaces assigned to Employees, and City vehicles without consent provided that the Employee has a right to be present;

- 14) Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of management decisions on wages, hours and/or working conditions within the meaning of RCW 41.56. It is not the City's intent to use this language to unilaterally implement furloughs.
- 3.2 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees with cause or without cause or advanced notice and without compensation except for time actually worked.
- 3.3 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies, provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 3.4 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license if the employee has or will at any time drive a City vehicle and CDL endorsement if such is required by the classification. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employee.
- 3.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

#### ARTICLE IV HOURS OF WORK

- 4.1 Work Schedule - The normal work schedule for full-time employees shall be five (5) consecutive days of eight (8) hours of work exclusive of the lunch period, Monday through Friday, unless an alternate work schedule is scheduled by the City and fourteen (14) days notice is provided to the employee. Management will discuss with the Union any changes to the regular work schedule longer than thirty (30) days in duration.
- 4.1.1 The Employer shall continue its current practice relative to the work schedule for Marina employees except meal periods shall be unpaid throughout the year.
- 4.2 Shift Change - Each employee shall be assigned to a regular shift starting time which shall not normally be changed without forty-eight (48) hours notice, exclusive of emergencies, e.g., snow, ice, flood, earthquake, etc. In the event an employee's regular shift starting time is changed with less than forty-eight (48) hours notice, the employee shall be paid at the overtime rate up to the first sixteen (16) hours worked outside of the employee's regular shift hours during the remainder of the employee's scheduled work week.
- 4.3 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee

shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.

- 4.4 Meal Periods - Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. By mutual agreement between the employee and the employer, the meal period may be taken at a time other than stated above. An employee who works more than three (3) hours longer than his normal workday may, at the option of the employee, receive an additional unpaid meal period before or during their overtime.

#### ARTICLE V OVERTIME, CALLBACK, AND STANDBY

- 5.1 Overtime - All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes. All work related calls to an employee who is off-duty shall be paid at a fifteen minute minimum.
- 5.1.2 Scheduled overtime work shall be offered to qualified employees who have designated the preference to work overtime by rotation when feasible. If an insufficient number of employees sign up to work the scheduled overtime, then employees will be assigned the overtime, by least senior to most senior employee, even if they have indicated they prefer not to work overtime, provided that no employee shall be mandated to work overtime more than one (1) time per quarter. Once an employee has been mandated to work overtime one (1) time per quarter, the next least senior employee shall be assigned overtime when an insufficient number of employees sign up to work overtime.
- 5.1.3 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1 ½) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
- 5.1.4 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.
- 5.2 Callback - An employee who has left work and is called back to work after completion of a regular day's shift, is called in to work before the beginning of the employee's shift or is called in on the employee's day-off shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay starting at the time the employee is contacted and reports for the assignment; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.

- 5.2.1 Employees called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2 ½) hours to complete the call out the employee would then receive three and one half (3½) hours of pay).
- 5.3 Standby - Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty after going off shift. When placed on standby status, employees will remain near a telephone and will leave a number where they can be reached (unless equipped with a pager, cell phone or other communication device, in which case the employee shall remain within communication distance and within one and one-half (1½) hours or ninety (90 minutes) travel time to the City). It is the intent that standby status shall not preclude an employee from using the time for personal pursuits. While on standby duty, it is the employee's responsibility to be ready and able to work if called (for example: be able to get to work and not be impaired by drugs or alcohol).
- 5.3.1 Employees on Standby and called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2 ½) hours to complete the call out the employee would then receive three and one half (3½) hours of pay).
- 5.3.2 Employees shall be paid \$1.70 effective January 1, 2017, \$2.00 in 2018, and \$2.30 in 2019 per non-working hour of standby time. Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.
- 5.3.3 Standby Duty shall be rotated amongst those eligible bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers or if an insufficient number of volunteers sign up for Standby Duty, then it shall be assigned to other employees by rotation starting with the least senior, provided that no employee shall be mandated to be on standby duty more than one (1) time per quarter. Once an employee has been mandated to be on standby duty one (1) time per quarter, the next least senior employee shall be assigned standby duty when an insufficient number of employees sign up to be on standby.

- 5.4 Higher Classification - In the event an employee is assigned by management to work out-of-class in a higher classification within the bargaining unit, then the employee shall be paid at the first step of the higher pay range or may receive a one-step pay increase, whichever is higher, for the period the employee works in a higher classification within the bargaining unit, provided the employee has worked for a period of not less than three (3) consecutive workdays in the higher classification, retroactive to the first day worked in the higher classification.
- 5.5 Pyramiding of Compensation - No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. On-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

**ARTICLE VI SENIORITY, LAYOFF, RECALL and JOB VACANCIES**

- 6.1 Seniority - Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire, in a regular status in the bargaining unit, but shall not be established until completion of the employee's "probationary period". An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.
- 6.1.1 Each calendar year, upon the request of the Union, the Employer shall provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.
- 6.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- 1) Retirement;
  - 2) Voluntary termination or job abandonment;
  - 3) Discharge;
  - 4) Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten (10) calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
  - 5) Failure to return to work promptly after an authorized leave of absence;
  - 6) Layoff exceeding fifteen(15) months; or
  - 7) Unauthorized leave from work beyond three (3) working days.
- 6.2.1 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".
- 6.3 Layoff - Layoff shall be by classification. In case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past

job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.

- 6.3.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.
- 6.3.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 6.4.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 6.4.2 During a period of lay-off recall, no temporary or seasonal employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary or seasonal position will not affect the recall status of the individual.
- 6.5 Job Vacancies - All job vacancies, whether existing positions or newly created positions, shall be posted on all work site bulletin boards for not less than seven (7) calendar days, during which time employees who desire consideration for such openings shall notify the Employer in writing during the period the notice is posted. Bargaining unit employees who meet the minimum qualifications for the position and have completed their probation period shall be given first consideration for positions in the bargaining unit.
- 6.5.1 Posted job opportunities shall contain a current description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities to help meet the needs of both the employee and the City.
- 6.5.2 Employees who are recalled from layoff shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, less any amounts that were cashed out at separation.

**ARTICLE VII SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE**

- 7.1 **Sick Leave** - All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 7.1.1 Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 7.1.2 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 7.1.3 Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten (10) days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, provide care for a child with a health condition, provide care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. For the purposes of this section, "child" is defined by RCW 49.12.265. "Health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020(10-14).
- 7.1.4 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 7.1.5 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. The City provides "Sick Leave Buy Back" to enable employees, off work due to a workplace injury, to receive a paycheck while they wait for the Department of Labor and Industries (L&I) to process their claim and issue time-loss compensation. Employees use sick leave for the absence, but then have much of their sick leave accruals credited back based on the L&I payment. Employees must use their available sick leave bank, and when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. It is mandatory for the employee to buy back their sick leave hours

with the time loss payment so that the employee receives no more than 100% of their wages during a time loss event. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the employee depositing the time loss check from Worker's Compensation and "buying back" the sick leave with a personal check or money order payable to the City of Des Moines. Once the employee has bought back all available sick and vacation leave, the employee shall no longer accrue paid leave benefits and shall not be required to surrender the time loss payments from Worker's Compensation to the Employer.

- 7.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the City's Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 7.1.7 The employee may be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. Examples of such an established pattern include when employee calls in sick on a day when a vacation request was denied, or absences or tardiness when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 7.1.9 Employees who utilize twenty-four (24) hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the City's Personnel Manual.
- 7.1.10 Employees with a sick leave balance of over two hundred (200) hours shall have one (1) hour of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan. Employees whose balance is over three hundred (300) hours shall have two (2) hours of their monthly sick leave accrual of eight (8) hours cashed and deposited into the ICMA-RC 457 Plan.

- 7.1.10.1 Sick Leave Cash Out to HRA VEBA Upon Separation - Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Union or upon the death of any employee regardless of years of service, the City will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. For employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA VEBA account.
- 7.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the City's Personnel Manual.
- 7.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act and the Family Medical Leave Act as currently enacted or as may be amended.
- 7.2 Shared Leave - Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J. of the City's Personnel Manual with the provision that employees applying for shared leave benefits may bank a total of forty (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.
- 7.3 Light Duty - Light duty may be provided per Section 4.L of the City's Personnel Manual.
- 7.4 Bereavement - When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

**ARTICLE VIII VACATION AND HOLIDAY**

- 8.1 **Vacation** - Each regular full-time employee shall accrue vacation leave at the following rates:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	<u>Carryover Maximum</u>
0-3 years	8 hours/month	240
4-6 years	10 hours/month	240
7-10 years	12 hours/month	240
11-15 years	14 hours/month	240
16+ years	16 hours/month	240

The vacation carryover maximum will be reduced to 240 hours. The reduction in the vacation carryover maximum to 240 hours will be implemented in 2017-2019 in accordance with Appendix "B".

- 8.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 8.1.2 All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 8.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carryover from one year to the next is according to the schedule listed in Section 8.1. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more hours, provided that the employee submits a request to carryover the additional hours that includes an explanation of why he could not use all the hours over the maximum carryover amount in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 8.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.

- 8.2 **Holidays** - An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Employees shall receive four (4) hours off at their regular straight-time hourly rate of pay the afternoon of Christmas Eve Day, December 24. In addition, employees shall receive sixteen (16) floating holiday hours as scheduled by the employee and approved by the supervisor. Regular part-time employees shall receive the above paid holidays on a prorated basis.

- 8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 8.2.3 Employees assigned to work Thanksgiving Day, Christmas Day, and Christmas Eve Day after 12:00 p.m. (noon) shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on those days, in addition to their holiday pay. Employees assigned to work on any of the remaining holidays listed in Section 8.2 shall be paid one and one-half (1½) times their regular rate of hourly pay for all hours actually worked on these days, in addition to their holiday pay. For the purposes of this provision, holidays begin and end at midnight, except Christmas Eve Day, which begins at 12:00 p.m. (noon) and ends at midnight. Employees who are assigned to work on any holiday may choose to receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. Provided, that employees who are assigned to work the afternoon of Christmas Eve (rather than receive 4 hours off with pay) shall receive their choice of 4 hours of holiday pay or 4 floating holiday hours. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.
- 8.2.4 Employees on alternative work schedules must use vacation, compensatory-time or floating holiday hours to account for the difference between the 8-hour holiday and their longer regular shift, using two (2) hours if on a "4-10s" schedule, or one (1) hour if on a "9-80s" schedule. However, when such employees have actual hours worked on a holiday under Section 8.2.3 above, they shall not also use vacation, compensatory-time, or floating holiday hours to supplement the 8-hour holiday.

- 8.2.5 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.6 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six (6) month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

#### ARTICLE IX GRIEVANCE PROCEDURE

- 9.1 Grievance Definition - A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this agreement. A complaint by an eligible employee regarding discipline that does not involve a loss of pay or monetary benefits may only be processed through Step 3 of the grievance procedure herein.
- 9.2 Grievance Procedure Steps - A grievance shall be handled in the following manner:
- 9.2.1 Step 1 - The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within five (5) working days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within five (5) working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant(s).
- 9.2.2 Step 2 - If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within five (5) working days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within five (5) working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Personnel Director should be provided with a copy of this memorandum at the time it is sent to the grievant(s).

9.2.3 **Step 3** - If the grievance is not settled at Step 2, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.

9.2.4 **Step 4** - If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

9.2.5 **Step 5 - Arbitration Procedure.** If a grievance concerning a violation of a specific provision of this Agreement which shall not include any disciplinary action is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she

set a time and place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.2.6 Step 5 - Arbitration Procedure (Discipline involving loss of pay or monetary benefits). If a grievance concerning discipline involving loss of pay or monetary benefits is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure.

A panel of three (3) arbitrators determined by the Employer and Union representatives starting with a panel of eleven (11) professionally recognized arbitrators selected by the Employer and the Union. The Employer will then delete four (4) names. The Union will then delete four (4) names. The remaining three (3) arbitrators become the panel from which the Employer shall select an arbitrator if necessary during the term of the Agreement. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator's authority is limited to either accepting the position of the Employer or accepting the position of the Union. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.3 Special Provisions

- a. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case, including but not limited to witness fees and attorney fees.
- c. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.

- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- g. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- h. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

9.4 Election of Remedies - It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

9.4.1 The Union, the appealing employee, and any other bargaining unit members do not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

#### ARTICLE X EQUIPMENT, UNIFORMS, AND TRAINING

10.1 Equipment - The Employer shall provide each employee safety equipment and protective clothing as required by the Employer for the performance of all essential job functions.

10.2 Uniforms - The Employer shall provide each employee a sufficient number of uniforms. The Employer shall also provide laundering services for all uniform items. Following initial uniform issue, replacement of uniform items shall be based on need. The Employer shall have the sole and final authority to determine when items need replacement.

10.2.1 The Employer, for 2014 shall provide each employee with a boot allowance of up to one hundred eighty dollars (\$180) to purchase work boots. The allowance shall increase by one hundred percent (100%) of Seattle CPI-U of June of the previous year for subsequent years. Boots replacement shall be based on need, with the Employer having the sole and final authority to determine when replacement is needed. The boot allowance amount shall apply each time a pair of boots is replaced.

10.3 Training - The Employer shall compensate employees to attend employer required training. Employer required training shall be paid at the employee's regular, straight-time hourly rate of pay unless otherwise required by the Fair Labor Standards Act. The Employer shall reimburse costs reasonably related to such training.

- 10.3.1 Reimbursement for training and other related expenses shall be in accordance with the Employer's policy.
- 10.3.2 The Employer shall not be required to compensate an employee for time spent by the employee outside of regular working hours for acquisition or maintenance of certifications required by county, state, or federal law.

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

11.1 Medical Insurance - Regular full-time employees and regular part-time employees budgeted for thirty (30) hours or more per week shall be eligible to participate in the City's medical insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more per week on a pro rata basis according to the following schedule:

- 1) The City will pay ninety percent (90%) of the employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities Health Insurance Plans:
  - i. HealthFirst Plan; changing to HealthFirst 250 at the earliest feasible date in 2017
  - ii. Group Health Cooperative \$10.00 Copay Plan; changing to Kaiser Permanente \$200 Deductible Plan at the earliest feasible date in 2017
  
- 2) The City will pay one hundred percent (100%) of the eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans with Regence and Kaiser Permanente.
  - i. For employees who select a High Deductible Plan the City will provide a notional Health Reimbursement Arrangement (HRA) of one thousand five hundred dollars (\$1,500) for employee only coverage or three thousand dollars (\$3,000) for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis.
  - ii. Once the deductible has been met, and the employee has paid the coinsurance costs of one thousand five hundred dollars (\$1,500) above any beyond the deductible for employee only coverage, or three thousand dollars (\$3,000) above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual-out-of-pocket limit.
  - iii. The unused balance in the notional HRA will be rolled over into the employee's HRA VEBA account in April of the following year.

- 3) For those employees who select the HealthFirst 250 Plan or the Kaiser Permanente \$200 Deductible Plan, the City will make the following contributions to the employee's HRA VEBA account:
  - i. Employee only: five hundred eighty dollars (\$580)
  - ii. Employee plus dependents one thousand one hundred thirty dollars (\$1,130)
- 4) Should the City voluntarily agree to a higher HRA or HSA amount with any other group, the Union members covered by this agreement, shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.

11.2 Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F and Plan II Orthodontia.

11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan (VSP), Full Family \$25 Deductible.

11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor's Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.

- i. In addition to the current LTD SIB and Term Life Insurance (\$5,000 and \$10,000 AD&D) coverage the City provides, the City will contribute an additional point three five three percent (0.353%) for each employee, covered by the Teamsters Collective Bargaining Agreement, to their 457(a) account from the savings realized by the City from the LTD and SIB Programs.
- ii. The City will modify the terms of the 401(a) Social Security Replacement and 457 Deferred Compensation Plans it purchases from ICMA-RC to allow retired employees represented by the Union to annually withdraw, tax free, the

maximum amount allowed by law to pay for health insurance premiums, when federal law or regulation is changed to allow such withdrawals.

- 11.5 Payment of Premiums - The Employer will pay premiums for the coverages described in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.
- 11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered. The Teamsters agree to accept externally imposed benefit changes.
- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.
- 11.9 The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.
- 11.10 Part 125 Plan - Effective January 1, 2008 through December 31, 2009, the City shall allow an employee to participate in a Part 125 Plan if he/she so desires.
- 11.11 Western Conference of Teamsters Pension Trust - On November 18, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 11.11.2 on behalf of all regular employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal or summer work" upon the Employer owned property regardless of the method compensated or the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "seasonal or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "seasonal or summer work".

No person or third party beneficiary shall interpret this Agreement such that "seasonal or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by "seasonal or summer work" and confirms that such work is not bargaining unit work for the purpose of this section.

- 11.11.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 11.11.2 The Employer shall pay one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and fifty cents (\$1.50) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 11.11.3 The pre-tax hourly diversions provided for in Section 11.11.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 11.11.2.

## ARTICLE XII LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 12.1 Labor-Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of

establishing a harmonious working relationship between the employees, the Employer and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

#### ARTICLE XIII COMPENSATION

- 13.1 **Base Wage** - The classifications of work and monthly rates of pay for employees covered by this Agreement shall be set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.
- 13.2 **Military Paid Leave of Absence** - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay less the amount of military pay to which they are entitled.

#### ARTICLE XIV PERFORMANCE OF DUTY

- 14.1 Employees shall perform their assigned duties to the best of their abilities. The Union and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the departments.

#### ARTICLE XV SAVINGS

- 15.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

#### ARTICLE XVI SAFETY

- 16.1 **Safety** - The Employer agrees to provide a work environment that complies with all applicable state and federal laws to insure worker safety.
- 16.2 **Drug and Alcohol Testing** - The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedures.

#### ARTICLE XVII EMPLOYEE RIGHTS

- 17.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.

- 17.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.

#### ARTICLE XVIII SUBCONTRACTING

- 18.1 At least ninety (90) days prior to the implementation of contracting out to public or private agencies, the City shall meet with the Union to:
- 1) Provide the City's reasons and goals for contracting out or reassignment of the work,
  - 2) Discuss alternatives to contracting out or reassignment that would meet the City's goals, and
  - 3) If the implementation should result in a reduction of the workforce, bargain the impacts of such contracting out or reassignment.

#### ARTICLE XIX COMPLETE AGREEMENT

- 19.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.
- 19.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

#### ARTICLE XX TERM OF AGREEMENT

- 20.1 This Agreement shall be effective January 1, 2017, and shall remain in full force and effect through December 31, 2019. If a certain Article specified a different date, that date shall take precedent. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.
- 20.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

**ARTICLE XXI MISCELLANEOUS**

- 21.1 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being deducted as fifteen (15) minutes.
- 21.2 Should the Mayor, City Manager or a Designee close City Hall, due to inclement weather or related conditions and releases non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this agreement who is assigned to work during the normal City Hall business hours while City Hall is closed.
- 21.3 Furloughs - The City reserves the right to negotiate furloughs in the event of significant budget shortfall as part of its efforts to preserve essential services and ensure the City's ongoing ability to meet its financial obligations. The City recognizes its obligation to provide notice to the Union and an opportunity to negotiate furloughs. The details of any furlough will be negotiated in good faith by the parties, including whether seniority may apply in a furlough and how furloughs or equivalent concessions are being implemented for other City employees (since it is not the City's intent to single out the Teamsters bargaining unit). Furloughs would only be implemented either by agreement between the parties or upon completion of negotiations and statutory impasse procedures pursuant to RCW 41.56. The concerns of the Union will be given good faith consideration by the City, including concerns as to equity with other City employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6<sup>th</sup> day of July, 2017.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By Scott A. Sullivan  
Secretary-Treasurer

Michael F. Matthias  
City Manager

Date 7-6-17

Date 7.6.2017

**APPENDIX "A"**  
 to the  
**AGREEMENT**  
 by and between  
**CITY OF DES MOINES, WASHINGTON**  
 and  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
 (Representing the Public Works, Parks and Marina Employees)

January 01, 2017 through December 31, 2019

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Retroactive pay increases provided under this Appendix, and for standby pay under Article 5.3.2, shall apply to all employees on the payroll at the time of Union ratification.

- A.1 Effective January 1, 2017, the base wage rates in effect December 31, 2016, shall be increased by one and seven-tenths percent (1.7%), resulting in the following hourly rates:

RANGE	POSITION	A	B	C	D	E
T11	Maintenance Worker I Harbor Attendant I	\$21.51	\$22.59	\$23.72	\$24.91	\$26.15
T15	Maintenance Worker II Harbor Attendant II	\$25.17	\$26.42	\$27.74	\$29.13	\$30.58
T16	Traffic Control Specialist Marina Environmental Operations Specialist Surface Water Management Specialist	\$26.18	\$27.48	\$28.86	\$30.30	\$31.82
T17	Facilities Worker	\$27.22	\$28.58	\$30.01	\$31.51	\$33.09
T18	Sr. Maintenance Worker (Lead)	\$28.31	\$29.72	\$31.21	\$32.78	\$34.41

The entry-level pay range of T11 is added such that new hires will be automatically advanced to the T15 range after meeting the requirements for the position, to include three years of experience.

- A.2 Effective January 1, 2018, the base wage rates shall be increased by an amount equal to one hundred percent (100%) of the Seattle CPI-U for June 2016 to June 2017, with a minimum increase of one percent (1.0%) and a maximum increase of one and nine-tenths percent (1.9%).

A.3 Effective January 1, 2019, the base wage rates shall be increased by an amount equal to one hundred percent (100%) of the Seattle CPI-U for June 2017 to June 2018, with a minimum increase of one percent (1.0%) and a maximum increase of one and nine-tenths percent (1.9%).

A.4 The rates of pay provided for in APPENDIX "A" of this Agreement are contract minimums. Nothing herein shall prohibit the Employer from paying an employee in excess of the minimum amounts.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By Scott A. Sullivan  
Scott A. Sullivan  
Secretary-Treasurer



By \_\_\_\_\_  
Michael F. Matthias  
City Manager

Date 7-6-17

Date 7-6-2017

APPENDIX "B"  
to the  
AGREEMENT  
by and between  
CITY OF DES MOINES, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works, Parks and Marina Employees)

January 01, 2017 through December 31, 2019

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- B.1 During the term of this Agreement the parties have agreed in Article 8.1 to reduce the Vacation Carryover Maximums to two hundred and forty (240) hours for all employees. All employees who are in excess of two hundred and forty (240) hours shall make a good faith effort to reduce their vacation bank down to the new maximum of two hundred and forty (240) hours by December 31, 2019.
- B.2 Current employees, Richard Stites and Patrick Wolfrom, shall be cashed out of any vacation in excess of two hundred and forty (240) hours on December 31, 2019, should they not make it below the two hundred and forty (240) hour threshold.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

By Scott A. Sullivan  
Scott A. Sullivan  
Secretary-Treasurer

Date 7-6-17

CITY OF DES MOINES, WASHINGTON

Michael F. Matthias  
Michael F. Matthias  
City Manager

Date 7-6-17

# A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Recreation and Conservation Office  
Youth Athletic Facilities project Authorizing  
Resolution

ATTACHMENTS:

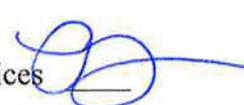
1. Draft Resolution No. 18-045
2. Recreation and Conservation Office  
Application Resolution/Authorization
3. 2019 CIP Project # 310 Project Title: Field  
House Play Fields/Skate Park

FOR AGENDA OF: 4/26/2018

DEPT. OF ORIGIN: Parks, Recreation and Senior  
Services

DATE SUBMITTED: 4/17/2018

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services 
- Public Works 

CHIEF OPERATIONS OFFICER:  \_\_\_\_\_

- Legal 
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to request that the City Council adopt Draft Resolution No.18-045 authorizing the submission of an application to the Recreation and Conservation Office for a Youth Athletic Facilities Grant for the Des Moines Field House Play Field/Skate Park Renovation Project.

**Suggested Motion**

Motion: "I move to adopt Draft Resolution No. 18-045, authorizing the City Manager to submit a grant application for a Youth Athletic Facilities project to the Recreation and Conservation Office (RCO), for grant funding in the amount of up to \$350,000 for the Des Moines Field House Play Field/Skate Park Renovation Project."

**Background:**

The Field House Park is staple for recreation in the City of Des Moines. With areas for softball, baseball, soccer, tennis courts, play area and a skate park, it has heavy usage on a daily basis. Repairs are imminent to keep up with heavy demand.

**Discussion:**

Repairs for field drainage is needed for safe playing conditions. Poor drainage creates pools of mud and rutting as well as program rainouts. There are very few fields for baseball, softball and soccer in Des Moines, leaving little to no options when these fields are unavailable for use. Field #2 has a backstop and fencing that is need of replacement due to safety concerns. The skate park was built in 1996 and needs a facelift for continued use and skater safety. Funding for these projects would come from a King County Youth Sports Grant and the Recreation and Conservation Office's Youth Athletic Facilities Grants as match. This updated project is identified in the City of Des Moines 2018-2023 Municipal Capital Program with proposed project funding of \$151,000. Other funding depends on King County Youth and Amateur Sports Grants for 2019. If awarded the grant funds would be available in January 2019 and must be expended by June 30, 2020.

**Alternatives:**

Do not adopt the resolution. This would result in the City becoming ineligible to apply for this specific grant for this project (not recommended).

**Financial Impact:**

The Des Moines Field House Play Field/Skate Park renovation project will utilize grant funding from the King County Youth and Amateur Sports Grants Program as well as the Recreation and Conservation Office's Youth Athletic Facilities Grants.

**Recommendation/Conclusion:**

This project was identified in the 2016-2021 Master Plan as well as the 2018-2023 Capital Improvement Plan scheduled for 2019. This resolution is required to apply for state Recreation and Conservation Office grants.

## CITY ATTORNEY'S FIRST DRAFT 04/17/2018

## DRAFT RESOLUTION NO.18-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the City Manager to act as a representative/agent on behalf of the City of Des Moines, and to legally bind the City with respect to the Recreation and Conservation Office Application 18-1788 Field House Play Fields/Skate Park ("Project"), for which the City seeks grant funding assistance managed through the Recreation and Conservation Office ("Office").

WHEREAS, the state grant assistance is requested by the City to aid in financing the cost of the Project referenced above, and

WHEREAS, the City considers it in the best public interest to complete the Project described in the application; now therefore,

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

**Sec. 1.** The City of Des Moines has applied for or intends to apply for funding assistance managed by the Recreation and Conservation Office ("Office") for the above "Project."

**Sec. 2.** The City Council authorizes the City Manager or the City Manager's designee to act as a representative/agent for the City of Des Moines with full authority to bind the City regarding all matters related to the Project, including but not limited to, full authority to:

(1) Approve submittal of a grant application to the Office;

(2) Enter into a Project agreement(s) on behalf of the City;

(3) Sign any amendments thereto on behalf of the City;

(4) Make any decisions and submissions required with respect to the Project; and

(5) Designate a Project contact to implement the day-to-day management of the grant.

Resolution No. \_\_\_\_  
Page 2 of \_\_\_\_

**Sec. 3.** The City Council has reviewed the sample Project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City Council understands and acknowledges that if offered a Project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample Project agreement and that such terms and conditions of any signed Project agreement shall be legally binding on the sponsor if our representative/agent enters into a Project agreement on our behalf. The Office reserves the right to revise the Project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

**Sec. 4.** The City Council acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a Project agreement on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample Project agreement or as may be revised prior to execution.

**Sec. 5.** Grant assistance is contingent on a signed Project agreement. Entering into any Project agreement with the Office is purely voluntary on our part.

**Sec. 6.** The City Council understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Project agreement, the characteristics of the Project, and the characteristics of the City of Des Moines.

**Sec. 7.** The City of Des Moines further understands that prior to our authorized representative/agent executing the Project agreement, the Office may make revisions to its sample Project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that the

4/18/18 9:00 AM

Resolution No. \_\_\_\_  
 Page 3 of \_\_\_\_

City shall, prior to execution of the Project agreement, confer with our authorized representative/agent as to any revisions to the Project agreement from that of the sample Project agreement. The City also acknowledge and accept that if our authorized representative/agent executes the Project agreement with any such revisions, all terms and conditions of the executed Project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

**Sec. 8.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the Project referenced above.

**Sec. 9.** The Des Moines City Council acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample Project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

**Sec. 10.** (Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, the City Council understands the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non cash matching share commitments to this Project should they not materialize.

**Sec. 11.** The City Council acknowledges that if it receives grant funds managed by the Office, the Office will pay the City on only a reimbursement basis. The City understands reimbursement basis means that the City will only request payment from the Office after the City incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

**Sec. 12.** [Acquisition Projects Only] The City Council acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office.

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Resolution No. \_\_\_\_\_  
 Page 4 of \_\_\_\_\_

The City agrees to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.

**Sec. 13.** [Acquisition Projects Only] The City Council acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Project agreement, or authorized in writing by the Office Director.

1 **Sec. 14.** [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization owns the property] The City of Des Moines acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Project agreement or an amendment thereto.

**Sec. 15.** [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization DOES NOT own the property] The City Council acknowledges that any property not owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Project agreement or an amendment thereto.

**Sec. 16.** [Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] The City Council certifies that the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

**Sec. 17.** This Resolution is deemed to be part of the formal grant application to the Office.

4/18/18 9:00 AM

Resolution No. \_\_\_\_  
Page 5 of \_\_\_\_

**Sec. 18.** The City Council warrants and certifies, after conferring with its legal counsel, that this Resolution was properly and lawfully adopted following the requirements of the City of Des Moines and applicable laws and policies and that the City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth herein.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2018 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

4/18/18 9:00 AM

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**Recreation and Conservation Office  
Applicant Resolution/Authorization**

Organization Name (sponsor) City of Des Moines

Resolution No. (if applicable) 18-045

Project(s) Number(s), and Name(s) Field House Play Fields/Skate park Renovation Project

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. \_\_\_\_\_ [insert  
**NAME AND TITLE OF AUTHORIZED REPRESENTATIVE/AGENT**] is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. *[Recreation and Conservation Funding Board Grant Programs Only]* If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property]* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.
16. *[Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon*



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**CITY OF DES MOINES  
2018 -2023 CAPITAL IMPROVEMENT PLAN  
(Amount in Thousands)**

Field House Play Field/Skate Park	310
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CIP Category: Park Facility Projects

Managing Department: Parks, Recr & Sr Services

<i>Summary Project Description:</i>
Repair drainage in Field 1 and Field 2 outfields; repair Field 2 backstop fencing, repair worn concrete skate park edges with steel. Park renovation will include ADA compliance. This is a companion project for the play equipment replacement project.

Justification/Benefits: Repair field drainage is needed for safe playing conditions. Poor drainage creates pools of mud and rutting as well as program rainouts. There are very few fields for baseball, softball and soccer in Des Moines. The skate park was built in 1996 and needs a facelift for continued use and skater safety. Funding for these projects would come from a King County Youth Sports Grant and CDBG Grant as match.

<i>PROJECT SCOPE</i>	
<i>Expenditures</i>	<i>Total Budget</i>
Design	13
Land & Right of Way	-
Construction	125
Contingency	13
<b>Total Expenditures</b>	<b>151</b>

<i>ANNUAL ALLOCATION</i>							
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/16</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
			13				
			125				
			13				
-	-	-	151	-	-	-	-

<i>Funding Sources</i>	<i>Total Budget</i>
Local Grants (County, etc.)	151
<b>Total Funding</b>	<b>151</b>

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/16</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
			151				
-	-	-	151	-	-	-	-

<i>OPERATING IMPACT</i>	
<i>Operating Impact</i>	<i>6 Year Total</i>
Revenue	-
Expenses	-
<b>Net Impact</b>	<b>-</b>

<i>ANNUAL OPERATING IMPACT</i>							
	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
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# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Highline College Urban Agriculture Agreement

FOR AGENDA OF: 04/26/2018

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

ATTACHMENTS:

DATE SUBMITTED: 04/18/2018

1. General Agreement For Sonju Garden
2. Sonju Park Master Plan
3. Highline College Community-Centered Urban Agriculture Program- KDC Regional Food System Grant Program
4. 2017 Projects Approved for Funding by the KCD
5. Support letter from Mayor Pina to the KCD Review Committee

CLEARANCES:

- Community Development *SMC*
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services *PO*
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: DJB

- Legal *JG*
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

This agenda requests City Council approval to enter into an Agreement with the Highline College for its Urban Agriculture Program.

**Suggested Motion**

**Motion 1:** "I move to approve the Agreement between the City of Des Moines and the Highline College for its Urban Agriculture/Food Security Program, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

## **Background**

In years 2016 and 2017, Parks, Recreation and Senior Services staff participated in a collaborative discussion with the Highline College and other regional stakeholders regarding the potential to establish a Community-Centered Urban Agriculture Program in Des Moines.

In April 2017, City Council gave unanimous approval to Highline College in support of their application to the King Conservation District (KDC) for a Regional Food System Grant for the College's Community-Centered Urban Agriculture Program. A letter was sent from Mayor Pina to the KDC Review Committee stating that the City would enter into a collaborative agreement to identify and access underutilized properties in the City to serve as a satellite sites for the Urban Agriculture program and that the first site would be located at Sonju Park (Attachment 5).

In June 2017, the College applied for the KDC grant (Attachment 3) and the grant was awarded in November 2017 (Attachment 4). Since that time the College and City have been in discussions about the project scope of work and locating the project at the Sonju Park project site.

City policies that support the use of park lands for community agriculture, community gardens, fruit and vegetable stands and farmers markets and increased access to healthy food have been adopted in the Des Moines Comprehensive Plan Chapter 12: Healthy Des Moines Element, Goal HD 2 and Policies and Implementation Strategies HD 1.1, HD 1.1.1 and HD 1.1.2 (Page No. 12-3) and Chapter 6: Parks, Recreation and Open Space Element, Goal PR 7 and PR 11, and Policies and Implementation Strategies PR 11.1, PR 11.1.3 and PR 11.1.4 (Page No.6-11 and 6-12). The Sonju Park Master Plan identifies Community Garden and Orchard as Sonju Park uses (Attachment 2).

## **Discussion**

The General Agreement for Sonju Garden sets forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on the project funded by the King Conservation District Regional Food System Grant awarded to Highline College's Urban Agriculture/Food Security Program. The agreement also states that Highline College will partner with the City of Des Moines to identify and increase the amount of farmable land for use by the College and the community in order to improve local food security, improve land use, and to provide a venue to educate and develop new farmers (Attachment 1).

Discussion between City staff and College representatives are underway regarding the potential use of Parkside Wetlands and Mary Gay Park for future Urban Agriculture program expansion. Community Development staff are evaluating the park sites to access the code revisions and/or permitting issues that would need to be addressed for this potential use.

## **Alternatives**

Not approve the General Agreement for the Highline College Urban Agriculture/Food Security Program (not recommended).

## **Financial Impact**

This agreement does not commit the City financially to the Highline College program.

**Recommendation**

Staff recommends that Council approve the suggested motion. In 2017 the City Council unanimously supported this project moving forward.

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## **GENERAL AGREEMENT FOR SONJU GARDEN**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Highline College (“The College”), an agency of the State of Washington, and the City of Des Moines (“The City”), a city in King County.

### **I. PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on the project funded by the King Conservation District Regional Food System Grant awarded to Highline College’s Urban Agriculture/Food Security Program. This project titled Highline College Community-Centered Urban Agriculture states that Highline College will partner with the City of Des Moines to identify and increase the amount of farmable land for use by the College and the community in order to improve local food security, improve land use, and to provide a venue to educate and develop new farmers.

### **II. SCOPE/STATEMENT OF WORK**

Highline College Urban Agriculture/Food Security Program shall:

- Develop/complete agreement to secure Sonju Park and set parameters for the identification and use of additional land
- Meet with community partners to discuss and determine land use, design and distribution
- Survey and map Sonju Park property
- Survey and map adjacent property
- Survey and map additional properties as they are identified
- Determine extent of critical areas and buffers and other property restrictions for proposed sites
- Submit appropriate materials for City or other agency review and secure required permits
- Evaluate property clearing and prep needs
- Determine large and small equipment needs
- Purchase equipment
- Secure existing barn
- Tilling of the soil
- Installing raised beds and irrigation
- Construct sheds for storage
- Install high tunnel (hoop house)
- Plan/host events/workshops on the farm for several urban ag/food organizations in South King County
- Develop programming to bring more of the community onto the site(s)
- Determine feasibility of creating a Permaculture Club extension.
- Set-up farming/gardening space at sites for Highline students and underserved populations

- Involve community in the development of coursework
- Involve community in the development of the properties affected
- Work with community organizations such as the IRC, FIN, and Friends of Sonju to identify potential student farmers
- Recruit from current program participants that have sufficient training to manage their own farm plots
- Increase outreach to high schools

The City of Des Moines, Washington shall:

- In collaboration with the College (Urban Agriculture/Food Security Program), identify and provide potential areas of land at Sonju Garden, as well as additional land if approved by the City, to the College for the purposes of supporting the work plan of the KCD Regional Food Service Grant,
- Grant the College the permission to use, farm, and develop the identified areas of land for the purposes of supporting the work plan of the KCD Regional Food Service Grant.

### **III. PERIOD OF PERFORMANCE**

This Agreement/Contract shall commence on \_\_\_\_\_ and be completed on/by

### **IV. COMPENSATION/PAYMENT**

There shall be no exchange of monetary transactions between the College and the City. Each party shall be solely responsible for any and all costs associated with the respective responsibilities noted under this Agreement.

There shall be no transfer of land titles or ownership under this Agreement. Only a permission to use the land is granted hereby.

### **V. INDEPENDENT PARTIES**

The College and the City are separate and independent from each other. No officer, employee, or agent of either party shall be deemed to be an officer, employee, or agent of the other party.

### **VI. LIABILITY AND INDEMNIFICATION**

Each party shall be responsible for the acts and omissions of itself and its officers, employees, and agents acting as such. Neither party shall be considered the agent of the other. Neither party shall be responsible for the acts or omissions of the other party. Neither party shall be responsible for the acts or omissions of a third party who is not a party to this Agreement.

### **VII. INSURANCE**

Each party warrants that it carries comprehensive general liability, professional liability, and other insurance or is self-insured in amounts adequate to cover risks and associated with its obligations under this Agreement. The College, as an agency of the State of Washington, is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the College 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 parties agree to provide evidence of insurance or coverage upon request.

### **VIII. NON-DISCRIMINATION/CULTURAL DIVERSITY POLICY**

The parties shall comply with all applicable federal, state and local laws regarding discrimination, during the performance of this Agreement.

The College actively promotes and supports a learning and work environment which ensures social justice, mutual respect, understanding, civility, and nonviolence. The College is committed to the elimination of discrimination based on biological sex, gender identity and expression, sexual orientation, race, ethnic background, national origin, class, economic status, age, military and veteran status, disability, language, culture, and religious beliefs.

### **IX. INTEGRATION/MODIFICATIONS**

This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other prior agreement, arrangements, and communications, whether written or oral, between the parties referring to the subject matter of this Agreement. This Agreement may only be modified, amended, or changed by mutual written agreement executed by both parties.

### **X. TERMINATION**

This Agreement may be terminated by either party by providing a 180-day written notification to the other party. If this Agreement is so terminated, the parties agree to be responsible for all performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **XI. FORCE MAJEURE**

If the College is unable to provide its service because of an occurrence that is beyond its control and could not have been avoided by exercising reasonable diligence, including but not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, state budget crises, tool or equipment failure, or other similar occurrences, then the College shall have no responsibility or liability to the [party] for any losses suffered whatsoever.

### **XII. CHOICE OF LAW/VENUE**

This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of the law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Agreement and/or the services delivered hereunder must be resolved in the federal or state courts located in King County, Washington. Both parties hereby agree to the exclusive personal jurisdiction, subject matter jurisdiction, and venue of these courts.

### **XIII. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consents of the other party.

### **XIV. MANAGEMENT**

The Manager for this Agreement for each of the parties (listed here) shall be the contact person for all communications, including billings, regarding the performance of this Agreement:

Highline College

City of Des Moines

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**XV. OTHER GENERAL PROVISIONS/CONDITIONS**

Please find attached the following:

- 1. Exhibit A
- 2. KCD Regional Food System Grant

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

**HIGHLINE COLLEGE**

\_\_\_\_\_  
 Michael V. Pham Date \_\_\_\_\_  
 Vice President for Administration  
 2400 South 240<sup>th</sup> Street  
 Des Moines, WA 98198

**City of Des Moines Representative**

\_\_\_\_\_  
 Michael Matthias Date \_\_\_\_\_  
 City Manager  
 21630 11<sup>th</sup> Avenue South  
 Des Moines, WA 98198

## EXHIBIT A

### Highline College - Urban Agriculture/Food Security Program

#### **BACKGROUND**

Highline College and the City of Des Moines see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

Highline College Urban Agriculture/Food Security Program has unique expertise and experience in the teaching and practice of sustainable agriculture in urban settings that promote food security for community members. The program has partners with many community-based organizations and can leverage resources of the campus and the community to expand urban agriculture into the areas of Sonju Park, Parkside Wetlands and related areas in the City of Des Moines, Washington. The King Conservation Regional Food Systems grant award to this program specifies the funding the development of Sonju Park, and adjacent areas and other public areas as identified by the City of Des Moines.

The City of Des Moines, Parks and Recreation Department has identified Sonju Park providing available land by up to 11 acres with the understanding that the City of Des Moines, per the Council Meeting of April 13, 2017 will allocate additional public land area as possible and assist in identifying private land with development potential.

The partnerships developed through this proposal will enable a broad and diverse population real access to land for cultivation and food production. It will serve as a model for other communities to turn unused land into a local asset by giving its citizens not only access but the tools to work the land.

#### Project Summary:

Building on the success of Highline College's new Urban Agriculture program (est. 2015), The Community-Centered Urban Agriculture Program, in partnership with the City of Des Moines, will identify underutilized public and private food growing areas for student learning of sustainable agriculture. We will increase the amount of farmable land, improve the community's food security, improve land use, and provide a venue to educate and develop new farmers. We have unanimous approval from the Des Moines City Council to begin with Sonju Garden, an 11-acre park that has space for growing vegetables as well as agroforestry capacity for fruit growing. This space will become a sustainable ag/food security hub while being reinvented as a valued community asset. The college's Urban Ag program will offer for-credit courses and workshops on-site to promote student access and thoughtful planning and development of this space. Using the college's partners, including IRC, FIN, Puget Sound Skills Center, and high school dual credit programs, we will leverage the identification of potential growing space and people power for development. The college's StartZone program, which serves microenterprise and entrepreneurship for women, immigrants, and people with disabilities, can provide free assistance in innovative ways to supplement income.

#### Goals and Objectives Related to this Project:

Goal 1: Increase acreage for use by the Highline Urban Agriculture program and for use by the South King County community.

Objective: By the end of Year 1, five (5) acres of land will be converted to farmland; by the end of Year 2, six (6) additional acres of land will be converted to farmland.

Goal 2: Increase the number of plots available to students and the community

Objective: Create 5-10 mini-farms by the end of Year 1 at Sonju. A "mini-farm" is approximately 1/10th of an acre. This number has the potential for more growth as interest and knowledge of the programs increase in the area.

Goal 3: Increase educational opportunities for students and the community

Objective 1: Hold a minimum of two (2) workshops per quarter (8 per year) for community business development

Objective 2: Develop articulation agreements with 4-year universities, beginning with Washington State University and Evergreen State College. Objective 3: Increase student enrollment by 50% over two years with a minimum of 25% of students coming from underserved populations.

Goal 4: Replicate and expand the program

Objective: Recruit surrounding communities to participate targeting Auburn, Kent and Normandy Park; Hold 2-3 replication presentations starting in Year 2.



Parks, Recreation & Senior Services

Park Review Plan

# Sonju Park

**Existing Park Description:**

Sonju Park is an undeveloped natural, wooded area with a residence, outbuildings and a community garden. The property is located south of South 245th Street between 16th and 20th Avenue South.

Address: 24728 16th Avenue South

Size: 9.3 Acres

Zoning: Residential; Suburban Estates

Park Classification: Conservancy Park

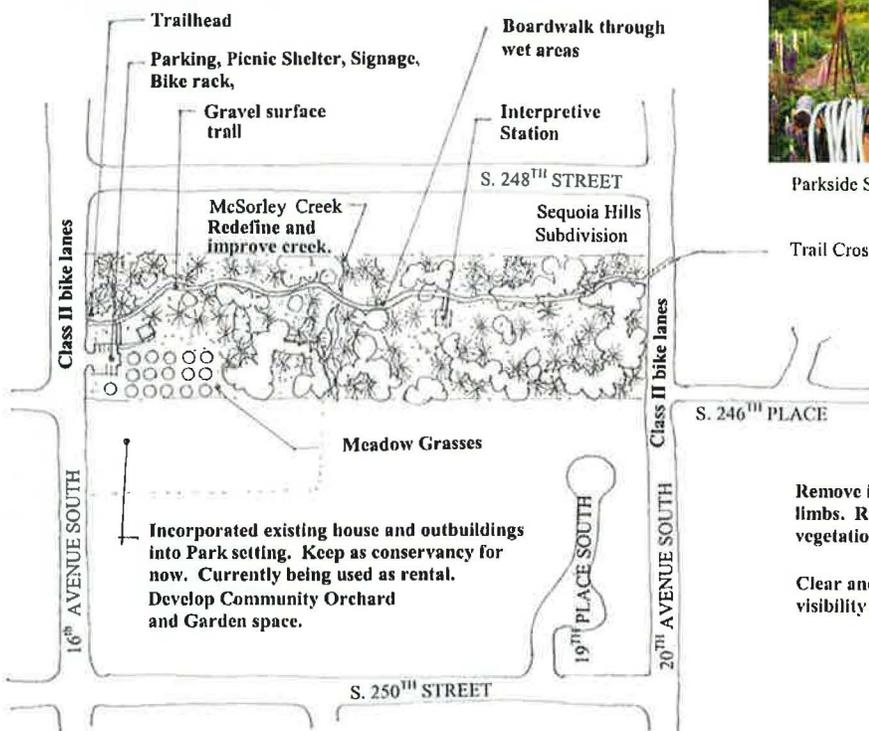
Undeveloped natural, wooded area with community garden, greenhouse, orchard, residence, garage, and deteriorated cottage.

Goal: Neighborhood open space, recreation and trails.



Parkside School

Trail Crossing



Remove invasive species and unsafe trees and limbs. Replace with native riparian vegetation.

Clear and open understory. Improve visibility into and through site.



Proposed Conditions
Existing Conditions

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## REGIONAL FOOD SYSTEM GRANT PROGRAM

### FULL PROPOSAL APPLICATION FORM

Due June 22, 2017 by 4pm at [regionalfoodgrant@kingcd.org](mailto:regionalfoodgrant@kingcd.org)

**Instructions:** Read all the instructions and complete each section of this form. The submitted form may not exceed **twelve (12) pages (6 double sided pages)**. The budget worksheet (Excel) does not count in the page limitation. The form must be submitted in a Microsoft Word format with a **font size of no less than 11**. Do not delete the questions.

<b>PROJECT TITLE:</b> Highline College Community-Centered Urban Agriculture Program		
<b>ONE SENTENCE PROJECT DESCRIPTION (50 words or less):</b> Highline College will partner with the City of Des Moines to identify and increase the amount of farmable land for use by the College and the community in order to improve local food security, improve land use, and to provide a venue to educate and develop new farmers.		
<b>NAME OF APPLICANT ORGANIZATION/BUSINESS:</b> Highline College		
<b>CONTACT PERSON AND TITLE:</b> Bobby Butler, Urban Agriculture Program Manager		
<b>PHONE (office):</b> 206-592-3985	<b>PHONE (cell):</b> 425-445-4556	
<b>E-MAIL:</b> bbutler@highline.edu		
<b>ALTERNATE CONTACT AND TITLE:</b> Alice Madsen, Dean of Instruction		
<b>PHONE (office):</b> 206-592-3301	<b>PHONE (cell):</b> 206-427-9848	
<b>E-MAIL:</b> amadsen@highline.edu		
<b>ORGANIZATION MAILING ADDRESS:</b> 2400 S. 240 <sup>th</sup> Street, Des Moines, WA 98198-9800		
<b>WEBSITE:</b> <a href="http://www.highline.edu">www.highline.edu</a>		
<b>FUNDING PRIORITY:</b>		
<input type="checkbox"/> Consumer Demand	<input type="checkbox"/> Infrastructure	
<input checked="" type="checkbox"/> Land Access	<input checked="" type="checkbox"/> Business Management	
<input type="checkbox"/> Food Safety		
<b>GRANT REQUEST:</b> \$99,902	<b>MATCH:</b> \$149,424	<b>TOTAL PROJECT COST:</b> \$249,326
<b>PROJECT SUMMARY (200 words or less):</b> Building on the success of Highline College's new Urban Agriculture program (est. 2015), <i>The Community-Centered Urban Agriculture Program</i> , in partnership with the City of Des Moines, will identify underutilized public and private food growing areas for student learning of sustainable agriculture. We will increase the amount of farmable land, improve the community's food security, improve land use, and provide a venue to educate and develop new farmers. We have unanimous approval from the Des Moines City Council to begin with		

Sonju Garden, an 11 acre park that has space for growing vegetables as well as agroforestry capacity for fruit growing. This space will become a sustainable ag/food security hub while being reinvented as a valued community asset. The College's Urban Ag program will offer for-credit courses and workshops on-site to promote student access and thoughtful planning and development of this space. Using the College's partners, including IRC, FIN, Puget Sound SkillsCenter, and high school dual credit programs, we will leverage the identification of potential growing space and people power for development. The College's StartZone program, which serves microenterprise and entrepreneurship for women, immigrants, and people with disabilities, can provide free assistance in innovative ways to supplement income.

**PROJECT BEGINNING DATE: 1/1/2018**

**PROJECT ENDING DATE: 12/31/2019**

**QUESTION 1. PROJECT PURPOSE AND IMPACT (20 Points)**

**WHAT PROBLEM OR CHALLENGE ARE YOU SEEKING TO OVERCOME AND WHAT IS YOUR SOLUTION?**

**PROBLEM:** With only the campus garden, containers, and orchard space currently available for use, The Urban Agriculture Program at Highline College has insufficient space to expand its program to meet the demands of the South Sound community including its growing immigrant and ESL population. This impacts Highline's ability to successfully recruit and retain student farmers pursuing certificates or looking to continue their agricultural educations at 4 year institutions. Additionally, the College is the most culturally diverse in the state. This mandates that it provide services that meets both the educational demands and the cultural/language needs of its highly diverse immigrant and refugee population.

**SOLUTION:** Highline College will enter into a collaboration with the City of Des Moines to lease currently underutilized property in the City to serve as satellite sites for the Urban Agriculture program. Included are Sonju Park, with the potential for adding approximately 11 acres of land available for farming and agro-forestry and an adjacent property with approximately 12 additional acres potentially available.

The City has offered to assist in identifying private lands that may be prime for future cultivation. This expansion will encourage urban agriculture through the use of public land and will encourage private landowners to lease their land for local farmer education and production. It will increase the amount of farm land in King County, preserving it for future generations. It will also provide the training ground for an increased number of student-farmers and remove participation barriers to our immigrant and ESL communities through adapted curricula.

Additionally, Highline will partner with the International Rescue Committee (IRC) to introduce their clients to both community gardening and the Urban Agriculture program and HC. The IRC will play an important role in converting areas of the park into farmable land by providing labor and design assistance. The IRC will also assist and partner with HC in developing and providing workshops for their clients at Sonju, the College and at other community-based location. Other partners in this work include Elk Run Farm, the Food Innovation Network (FIN), and Friends of Sonju Park.

**Addressing the Strategies of the Local Food Initiative**

The *Highline College Community-Centered Agriculture Program* addresses three strategies from the King County *Local Food Initiative* under Targets 1A (adding new acreage in King County) and 1B (increasing the number of new and beginning farmers). They are:

**Strategy 1.1:** Decrease start-up and expansion costs and remove barriers for farmers in food production (land, equipment, related infrastructure, taxes, insurance, capital investment);

**Strategy 1.4:** Preserve farmland for food production, building on the recommendations of the King County Farms and Food Roundtable; and

**Strategy 1.6:** Enhance recruiting, training, and technical assistance programs for new farmers, with consideration of diverse cultural and language needs.

**Timely:** The interest and active participation of the City of Des Moines in identifying land for agriculture has never been higher or more certain as the Mayor's support letter will confirm. Our growing partnership with the IRC requires our ability to expand opportunities for their clients as we continue to develop our Urban Agriculture program. Our work with other food organizations will allow us to develop meaningful community participation in the design and development of the properties to ensure the partnership develops into a valued community asset.

**Supportive:** South King County is home to the county's lowest income families who are also likeliest to be food insecure. The school districts in our service area have free and reduced lunch rates of between 60% and 75%. The area has a high "limited English proficient" population with district transitional bilingual rates ranging between 25% and 38% thus making educational access difficult.

We know that many immigrants and refugees have some agriculture knowledge from their home lands--or even refugee camps, but now live in high density housing with little or no opportunity to supplement their food by growing. Having space at Sonju or on other Des Moines area parcels would help them grow food and learn farming in the Pacific Northwest. It will allow our current students more space to do their practicum-work based learning.

Potential also exists for current students to be paired with new students/community members who are English language learners who may then learn both farming and language. The College has dual credit agreements with several high schools. Participating students can work and learn side by side with current College students and with the "new to farmer learning" community members.

### **Goals and Objectives**

**Goal 1:** Increase acreage for use by the Highline Urban Agriculture program and for use by the South King County community.

**Objective:** by the end of Year 1 two (2) acres of land will be converted to farmland; by the end of Year 2, two (2) additional acres of land will be converted to farmland.

**Goal 2:** Increase the number of plots available to students and the community

**Objective:** Create 5-10 mini-farms by the end of Year 1 at Sonju. A "mini-farm" is approximately 1/10<sup>th</sup> of an acre. This number has the potential for more growth as interest and knowledge of the programs increase in the area. Set up an actual 1-2 acre farm to sell produce at the farmer's market as part of the business course in Year 2.

**Goal 3:** Increase educational opportunities for students and the community

**Objective 1:** Hold a minimum of two (2) workshops per quarter (8 per year) for community business development

**Objective 2:** Develop articulation agreements with 4-year universities, beginning with Washington State University and Evergreen State College.

**Objective 3:** Increase student enrollment by 50% over two years with a minimum of 25% of students coming from underserved populations.

**Goal 4:** Replicate and expand the program

**Objective:** Recruit surrounding communities to participate targeting Auburn, Kent and Normandy Park; Hold 2-3 replication presentations starting in Year 2.

### **Beneficiaries**

The beneficiaries of this program are students enrolled in the Highline College Urban Agriculture program, the clientele served by the International Rescue Committee (IRC) and other food

organizations, and the residents of the City of Des Moines who will now have access to farming opportunities and related workshops. Courses have the capacity to enroll 10-25 student each per quarter for a potential total of 80-200 full or part-time students per quarter; approximately 10-30 community member/students will farm small farm plots per year; community members will participate in workshops help on-site a minimum of 8 times per year. Approximately 20-25 participants would be in each workshop (25 x 8 = 200)

#### **Our Approach**

Highline College intends to maintain its systematic and balanced approach to developing and growing its Urban Agriculture program. To date this has enabled the College to develop and launch its program quickly since its inception in 2015. It has evolved from offering a single short-term 19 credit certificate program to an in depth 46 credit program that prepares students for an AAS degree or for transfer to and 4 year institution. Our first target institutions are Evergreen State and Washington State University. Additionally, we will work with Sustainable Agriculture Education (SAGE) on the creation of articulation agreements.

We intend to grow our program to meet the identified needs of the community in consultation with the community. This will entail expanding our advisory board, supplementing certificate programs with programming and workshops that meet specific community needs, and developing the properties in a methodical and logical manner that enable growth that is both steady and sustainable.

#### **Building on Previous KCD Funding**

This project expands the work of the current KCD grant by taking our Urban Agriculture program into the community and extending it beyond our campus. It leverages the many partnerships that have been forged as a result of prior funding including South King County Food Coalition, IRC, FIN, Global-To-Local, high school agriculture programs and others. The work done to date in the first project has laid the groundwork for this effort.

One major impediment to growth has been the lack of significant farmable land. The warm reception from the City of Des Moines is indicative of the recognized need for fresh, local food that uses unused or underused land. It is a way to respect land while encouraging the community to come together in positive ways that benefits all. Helping to create a community hub that provides farming education, growing opportunities, increases food access and is a gathering place benefits many.

**QUESTION 2. SCOPE OF WORK (25 points)**

<b>Task Number and Name</b>	<b>Activity Title/ Description</b> Outputs or deliverables (tangible products issuing from activity/activities)	<b>Estimated Share of KCD Award (\$)</b>	<b>Match</b> (Indicate Cash and/or In-Kind)	<b>Beginning and End Date of Task</b>	<b>Performance Measures</b> (Only for tasks that result in specific, quantifiable, short-term outcomes). Indicate: <ul style="list-style-type: none"> <li>• The outcome(s)</li> <li>• The method you will use to measure the performance of the outcome (s)</li> <li>• The standard of success</li> </ul> If the outcome is qualitative and not quantitative, describe the logic you will use to verify the successful outcome.
<b>Task 1:</b> Land Lease contracting between Highline College and the City of Des Moines	a) Develop/complete agreement to secure Sonju land and land adjacent to Sonju Park b) Set parameters for the identification and leasing of additional land	\$0	\$0	Negotiation in process as of 6/17; completed by 12/17	<ul style="list-style-type: none"> <li>• 9 acres of farmable land secured for cultivation or agroforestry at Sonju by 1/1/18</li> <li>• 2 acres in adjacent parcels for expansion secured by 6/1/18</li> <li>• Expansion properties identified</li> </ul>
<b>Task 2:</b> Map, design and diagram land use for leased land.	a) Meet with community partners to discuss and determine land use, design and distribution b) Map Sonju Park property c) Map adjacent property d) Map additional properties as they are identified.	.10 of Program Manager time or \$13,883	.10 of Program Mgr. time or \$13,883	Begin 1/18; completed 2/18. Adjacent lands mapped by 6/18	<ul style="list-style-type: none"> <li>• Meetings held beginning in fall quarter; design/land use parameters agreed upon.</li> <li>• Sonju property mapped</li> </ul>
<b>Task 3:</b> Determine equipment needs for prepping the Sonju land.	a) Evaluate property clearing and prep needs b) Determine large and small equipment needs c) Purchase equipment	\$13,000 in Year 1; \$32,500 in Year 2	\$10,000 cash match in Year 1; \$10,000 cash match in Year 2;	Begin 1/18 complete by 2/18; ongoing as work dictates.	<ul style="list-style-type: none"> <li>• Property evaluation complete with the appropriate equipment purchased including tractor in Year 2.</li> </ul>

<b>Task 4:</b> Prepare land for use at Sonju and at adjacent property	<ul style="list-style-type: none"> <li>a) Secure existing barn</li> <li>b) Tilling of the soil</li> <li>c) Installing raised beds and irrigation</li> <li>d) Shed construction for storage</li> <li>e) Install high tunnel (hoop house)</li> </ul>	Costs incorporated in Task 3: purchase of equipment	\$8,000 for student works onsite during Year 2	Begin 3/18 with work complete by 6/18	<ul style="list-style-type: none"> <li>• Barn refurbished</li> <li>• # of acres of tilled soil</li> <li>• Raised beds, high tunnel, and irrigation installed</li> <li>• Storage shed constructed.</li> </ul>
<b>Task 5:</b> Develop of a plan for community outreach and support	<ul style="list-style-type: none"> <li>a) Plan/host events/workshops on the farm for several urban ag/food organizations in South King County.</li> <li>b) Develop programming to bring more of the community onto the site(s)</li> <li>c) Determine feasibility of creating a Permaculture Club extension.</li> </ul>	.10 of Program Manager time or \$13,883	.10 of Program Manager time or \$13,883;  \$11,000 for program assistant each year	Preliminary work to begin in 9/17; workshops begin 5/18 and ongoing thereafter.	<ul style="list-style-type: none"> <li>• The number of workshops held at these sites: Minimum of 2 per quarter or 8 per year.</li> <li>• Creation of workshops that support farm incubator participants</li> <li>• Number of participants using StartZone's entrepreneurial programming classes and workshops.</li> </ul>
<b>Task 6:</b> Work with community groups on the implementation of land use plan (see Task 2).	<ul style="list-style-type: none"> <li>a) Set-up farming/gardening space at sites for Highline students and underserved populations</li> <li>b) Involve community in the development of coursework</li> <li>c) Involve community in the development of the properties affected.</li> </ul>	.13 of Program Manager time or \$18,636	.07 of program manager time; Student worker time in Year 2 from Task 4.	Initial phase begins 1/18 and is complete by 6/18; Work will be ongoing as acreage and interest increase	<ul style="list-style-type: none"> <li>• The number of plots available to students and the community:</li> <li>• Approximately 5-10 mini-farms by the end of Year 1 at Sonju.</li> <li>• As amount of property increases, 1/10 of an acre mini-farms will be created and made available for community use.</li> </ul>
<b>Task 7:</b> Recruit students	<ul style="list-style-type: none"> <li>a) Work with community organizations such as the IRC, FIN, and Friends of Sonju to identify potential student farmers.</li> <li>b) Recruit from current program participants that have</li> </ul>	\$6,000 in scholarships over two years	\$1,800 for graphic design work	Begin 9/17 and ongoing; Recruiting is an ongoing task	<ul style="list-style-type: none"> <li>• The number of students enrolled and completing the program. Over the next two years, increase enrollment by 50%.</li> <li>• Diversity of enrollment: By the end of Year 2 a minimum of</li> </ul>

	<p>sufficient training to manage their own farm plots.</p> <p>c) Increase outreach to high schools</p>				<p>25% of the students will be from underserved populations.</p> <ul style="list-style-type: none"> <li>Participate in outreach activities in 3 school districts</li> </ul>
<b>Task 8:</b> Create, enhance, and/or supplement existing curricula	<ul style="list-style-type: none"> <li>Develop summer Farm Business Admin. course</li> <li>Refine courses to incorporate additional farm opportunities</li> <li>Develop courses that are desired by 4-year institutions</li> </ul>	\$0	.20 of Program Manager time or \$27,766	Begin 1/18 for course work starting spring qtr.; Course refinement ongoing completed by 9/19	<ul style="list-style-type: none"> <li>Develop spring, summer, fall practicums for summer course.</li> <li>Refine 4-6 courses to incorporate larger farm-learning opportunities</li> <li>The development of 4-year university articulation agreements: Initially WSU and Evergreen.</li> </ul>
<b>Task 9:</b> Develop a pilot model that can be replicated by other cities	<ul style="list-style-type: none"> <li>Document process</li> <li>Document costs</li> <li>Prepare and present to other Colleges and surrounding communities</li> </ul>	\$0	Cost incorporated in all facets of the project	Begin now; complete by 9/19	<ul style="list-style-type: none"> <li>Present at 2-3 potential replication sites annually.</li> <li>The # of neighboring communities recruited:</li> <li>Begin 1 addt'l site by the end of Year 2.</li> </ul>
<b>STANDARD TASKS (REQUIRED)</b>					
Final Report	A final report will be submitted in a format provided by the KCD.	\$0	\$0	Within 30 days of completion of the work	None
Acknowledgement	KCD will be acknowledged as a funder for this project in all publications and announcements concerning this project in a format to be provided by KCD. <u>Acknowledgement will be included in the following</u> (specific examples for your project):	Cost incorporated in other tasks	Cost incorporated in other tasks	NA	None

**QUESTION 3: BUDGET (25 points)****A. Budget Spreadsheet**

Complete the budget spreadsheet and include it with your proposal. Note: The use of another budget format will lower your score for this question.

**B. Budget Narrative****Grant Requested Funds:****Staffing:**

1/3 time of the Highline Urban Agriculture Program Manager, including fringe benefits. Average annual staff cost is \$48,600 plus benefits of \$20,813. Benefits include medical insurance costs plus ~32% of base salary. **Total Years 1 & 2 staffing request (.33 each year) = \$46,402;**

**Equipment:**

**Note:** all costs determined via online search and/or in consultation with HC Purchasing Office

*Year 1:* \$13,000 for work primarily at Sonju site

- Secure existing barn including widow replacement, wall repair, debris removal: \$3,500
- Drip irrigation/raised beds: \$1,500;
- Larger Property, Year 1: A shed and concrete foundation for tractor storage will be added in late Year 1 in anticipation of purchasing a new tractor in Year 2. The cost for shed and foundation is \$8,000.

*Year 2:* \$32,500 for work at both Sonju and Adjacent Property:

- \$24,000 for a new tractor;
- \$3,000 for tractor attachments such as a tiller, aerator, and brush cutter;
- A tool storage shed, and a high tunnel (hoop house) for plant starts and year-round gardening activities. All will be available to community gardeners who use land for pea patch gardens which support the local food bank; Cost for high tunnels is \$3,500; tool storage shed is \$2,000.

**Total Years 1 & 2 equipment request = \$45,500.**

**Supplies:** \$1,000 in Years 1 and 2 for basic farm tools. These include items such as shovels, pick axe, wheel barrow, etc.

**Total Years 1 & 2 Year supply request = \$2,000;**

**Other:** Urban Agriculture scholarship fund will receive \$3,000 in Years 1 and 2 for low income students residing in the KCD service area. One credit at Highline costs \$102.91, scholarships would be awarded, based on need, in minimum increments of 3 credits (\$308.73)

**Total Years 1 & 2 request = \$6,000**

**Matching Funds/In-kind:**

After Highline College, the most significant contributing partner is the City of Des Moines which is **contributing** land for the program. The actual in-kind cost of this land is part of the negotiating process currently underway under to formalize this contribution. Partnerships have been

secured with local nonprofits including Elk Run Farm, the Food Innovation Network, International Rescue Committee and Friends of Sonju Park.

***Highline College is providing the following in-kind contributions:***

**Staff:**

The remaining 2/3 (.67 FTE) salary and benefits of the Program Manager @ \$46,212 for Years 1 and 2. Total is \$92,424. Benefits are medical insurance costs plus ~32% of base salary.

A part-time program assistant will be provided @ \$11,000 plus \$1,100 (10%) benefits for a total annual match of 12,100 per year/\$24,200 total match. Based on current minimum wage of \$11, this hourly rate will increase as required.

Graphic design for marketing, outreach, and education @ \$900 per year/\$1,800 total match.

**Total two-year in-kind staffing match = \$118,424.**

***Highline cash contributions:***

**Staff:** Student workers to assist in maintaining the sites, Year 2 only: \$8,000 match/Approximately 145 total hours per student x 5 students x ~\$11.00 per hour. Hourly rate will increase as required by Washington state law.

**Travel:** Highline will fund mileage for the program manager at an initial contribution of \$500 per year/\$1,000 match. The mileage rate currently used at the College is .535 per mile.

**Supplies:** The Highline College Professional/Technical program will invest in supplies and materials (seeds, starter trees, hand tools) up to \$20,000 over 2 years.

**Other/Professional Development:** \$2,000 over two years for Urban Agriculture Program Manager.

**Total cash match = \$31,000.**

**QUESTION 4: WHAT EXPERIENCE AND CAPACITY DO YOU HAVE THAT QUALIFY YOU TO UNDERTAKE THIS PROJECT? (10 points)**

**Experience and Capacity**

With the assistance of a grant from the King Conservation District, Highline College was successful in starting its Urban Agriculture Program in 2015 with the introduction of a short-term 19-credit certificate in Urban Agriculture. The College is now also offering an in depth 46-credit certificate that students can use towards an AAS in Business and is working with four year Colleges on the development of pathways toward bachelor degrees.

The Urban Agriculture/Food Security Program provides students with practical hands-on learning that the agricultural industry demands, while giving special attention to the ecological and social justice aspects of the discipline. With the primary focus being on land preparation, crop production and post-harvest business opportunities for small-scale urban plots, the program provides an overview of the ecological and social justice elements of agriculture and food production. Special attention is given to providing access to the prominent demographics surrounding the College through use of ESL support and seminars in both regional/seasonal recipes and medicinal uses for native plants.

### **Program Management**

The program will be managed by the Agriculture Program Manager, Bobby Butler. Mr. Butler is managing Highline College's current KCD grant which enabled the College to being the Urban Agriculture program at the College. In addition to being a full-time instructor at the College, he served as Director of Farm Operations for Equus Farms where he assisted in the development of an organic and sustainable fruit and vegetable farm in Stanwood, WA. Additionally he worked at the Snohomish Conservation District where he spearheaded the *Lawns to Lettuce* program which promoted lawn to garden conversions. Mr. Butler has a BS in Organic Agriculture Systems from Washington State University and is currently working on his MS in Agriculture at WSU. Working with Mr. Butler is Dean of Instruction, Professional Technical Education Alice Madsen. Dr. Madsen was instrumental in creating the Urban Agriculture program in 2015 and wrote the initial KCD grant that assisted in bringing the program to fruition.

Mr. Butler will be responsible for budget and reporting for this grant. Budgets will be maintained in the College finance office and will be overseen by Kevin Corrigan, Associate Director of Grants. Mr. Corrigan has over 20 years' experience working with federal, state, local, and foundation grants. He has overseen fiscal and program compliance for the Cincinnati and Seattle public school districts and organized all program site visits and program funder reviews.

### **Stakeholder Involvement**

In addition to the City of Des Moines, the following organizations have agreed to collaborate in this effort and will contribute the following expertise and activities:

1. Elk Run Farm: will serve on Advisory Board, collaborate on mock farmer's markets; provide assistance in accessing high school programming, guest lecture.
2. Food Innovation Network (FIN): will provide peer-to-peer outreach to assist in student recruitment, collaborate on the planning/running of community events such as farm tours and community kitchens; provide post-graduation student support.
3. Friend of Sonju Park: will host community workshops and classes on the property; Urban Agriculture program promotion for student recruitment, coordinating community-focused events in the park.
4. International Rescue Committee (IRC): Coordinate its New Roots program with HC's Urban Agriculture program; assist in client referral and student recruitment.

### **QUESTION 5: HOW WILL YOU SHARE INFORMATION ABOUT YOUR PROJECT? (5 points)**

Highline College and its partners will share the results of our Community-Centered Agriculture Program with any interested non-profit, municipality or subdivision. At a minimum we will make information available at any of the many local events and program in which the program participates. Included are lectures and other activities in conjunction with local school districts such as Highline and Tahoma Public Schools as well as the Puget Sound Skills Center.

In 2017 Highline hosted the inaugural South King County Urban Agriculture Food Summit as well as the 2017 Western Washington Food Solution Challenge sponsored by Net Impact. The College would expect to either present or provide information at both of these events in 2018 and 2019.

Highline College has an active presence on Facebook, LinkedIn, Twitter, and Snapchat. All will be used to share information about the programming and will also serve as additional recruiting tools.

**QUESTION 6: DO YOU PLAN TO KEEP THE PROJECT GOING AFTER YOU HAVE SPENT THE GRANT AWARD? (5 points)**

The strides made by the Urban Agriculture program at Highline are due in large part to the initial KCD grant received in 2015. These funds served as a critical springboard to get the program off to a successful start. It is now time to move the program forward and Highline College is committed to maintaining and expanding the Urban Agriculture program. These new funds will enable us to move forward with increased acreage thus allowing for increased avenues to involve not only HC students, but the greater Des Moines community as well. Increased participation will lead to increased enrollments and increased opportunity to generate financial support for the program. Additionally, with the addition of the Sonju property, the College will now have a demonstration site to showcase as we look to expand to other communities that have showing interest, specifically Normandy Park and Tukwila.

In developing agreements with local food producers and distributors, agreements with area school districts to provide dual enrollment courses and our active participation in their FFA programs, and the College's long-held and deeply rooted commitment to social justice and equity, the program has quickly become part of the fabric of the institution. The College will be challenged but is committed to maintaining the program after KCD funding ends

**QUESTION 7. FUNDING PRIORITIES (10 points)**

**Land Access:** The initial partnership with Sonju and adjoining parcels would increase available land by up to 11 acres with the understanding that the City of Des Moines, per the Council Meeting of April 13, will allocate additional public land area as possible and assist in identifying private land with development potential. With the pilot at Sonju underway, we would have a model to share with additional cities in the south county area for replication potential.

The partnerships developed through this proposal will enable a broad and diverse population real access to land for cultivation and food production. It will serve as a model for other communities to turn unused land into a local asset by giving its citizens not only access but the tools to work the land.

**Business Management:** The College's Urban Agriculture program offers a 5 credit Business Management course for farmers. This class provides students with the necessary foundational business skills and requirements to begin or expand a food growing/animal production enterprise. Students will hear from successful farmers working in small to medium scale operations. There are farm visits and support systems for getting started. The College will develop a summer Farm Business Administration course which will be centered on the newly acquired land.

Additionally, the College's StartZone program provides free and comprehensive service for starting a microenterprise. The Small Business Development Center at Highline College is a source of expertise, consultation and business support also at no charge to recipients. The Working Students Success Network provides students and community member financial coaching and financial literacy workshops, also at no cost.





*Office of the President*

June 19, 2017

King Conservation District  
1107 SW Grady Way, Suite 130  
Renton, WA 98057

Dear KCD Proposal Review Committee,

Highline College is enthusiastically submitting our proposal for Regional Food System Grant Program funding for your consideration. We are eager to actualize the partnership described to collaborate with the City of Des Moines to expand the "grow-able" acreage of our Urban Agriculture/Food Security program by creating a community farmer education, food growing community hub serving the southwestern part of King County. The City's interest in offering Sonju Park and adjacent public areas, and their dedication to finding additional growing space will make this vision a reality.

Thanks to an initial grant from King Conservation District, our Urban Agriculture program has gained momentum in providing farming education both on our campus and in the broader community. As evidenced by the support letters from local food agencies, we network with community-based organizations and food access agencies. Many of our students, both domestic and immigrant/refugee are interested in supplementing their food security by growing their own food and by engaging in food-based cottage industries that add to their income. Campus resources such as financial coaching, the StartZone office for microenterprise development, and increased course offerings in Urban Agriculture position us to serve a larger population in farming and business start-up. Our missing link has been sufficient access to land for new farmers. If funded, there would be new land available that is convenient to public transportation, will provide continued opportunity for additional growing space, more farmers, entrepreneurial support, and greater food security in the lowest income part of King County.

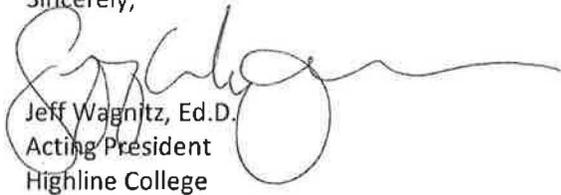
The proposed community partnership addresses strategies of the Local Food Initiative and funding priorities of the Regional Food System grant program including the preservation of and access to farmland and the enhancement of recruitment, educational and technical assistance. Additionally, it aligns well with Highline College's strategic initiatives:

1. Promote student engagement, learning and achievement.
2. Integrate and institutionalize diversity and globalism throughout the college.
3. Build valuable relationships and establish a meaningful presence within Highline College's communities.
4. Model sustainability in human resources, operations, and teaching and learning.

The College is prepared to leverage resources to gain value for the benefits of our students and the communities we serve. Our matching funds and in-kind contributions include a cash match for student workers, travel, professional development, and supplies that would total \$31,000. This funding would come from Highline's Professional Technical Education Budget. In-kind contributions include 2/3 of the program manager's salary and benefits, the salary of part time assistant, and the time of graphic designers for marketing and outreach. This in-kind portion, as itemized in the budget narrative will come from budgets through the Office of Academic Affairs. The total of the in-kind contributions equals \$118,424.

Highline College is committed to this proposal and is eager to lead the important work outlined. We appreciate your serious consideration in this review process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Wagnitz', with a long horizontal flourish extending to the right.

Jeff Wagnitz, Ed.D.  
Acting President  
Highline College

To Whom It May Concern,

Elk Run Farm offers this letter as a declaration of support for the application to King Conservation District in order to expand the work of the Urban Agriculture Program at Highline College.

Highline College's proposal will serve people in South King County by connecting diverse community members and students to opportunities for real-world agriculture experience, community integration, self-sufficiency, and economic development. This aligns with Elk Run Farm's efforts to promote food security, specifically access to fresh produce, among patrons of South King County food banks.

Elk Run Farm is a project of the South King County Food Coalition, growing produce for 12 food banks, and providing education to the community, both on farm and in the food banks. Our mission is to grow produce that nourishes the bodies and spirits of food bank customers, and empowers all people to build community around food in South King County.

In collaboration with Highline College, Elk Run Farm will strive to support the program by providing ongoing collaboration, such as my participation on the program's Advisory Committee. We are also collaborating on a mock farmer's market at food banks using Urban Agriculture students and Elk Run Farm produce. Highline College and Elk Run Farm have had a mutually beneficial relationship for nearly two years, and we plan to expand it in the future. We are working on a collaborative program with local high schools to have students receiving college credit for farm-based education. We will continue to give tours on the farm and guest lecture on campus, as well as start hosting Highline College interns at the farm while they receive college credit. Good things for the Urban Agriculture Program mean good things for the food system across South King County, and I can't speak highly enough of the work that has been done thus far, and that I know will continue in the future. I believe this project will have a tremendous impact on food insecurity in South King County while creating lasting change among the lives of members of our community.

Elk Run Farm sees collaboration and coordination with community as critical components to creating opportunities for underserved communities in South King County. It has been our pleasure to work with Highline College in the past and we look forward to providing support on this project.

Maria Anderson



Farm Manager, Elk Run Farm

[elkrunfarmer@gmail.com](mailto:elkrunfarmer@gmail.com)

206-556-0156



June 19, 2017

To Whom It May Concern,

Food Innovation Network offers this letter as a declaration of support for the application to King Conservation District in order to expand the work of the Urban Agriculture Program at Highline College.

Highline College's proposal will serve people in South King County by connecting diverse community members and students to opportunities for real-world agriculture experience, community integration, self-sufficiency, and economic development. This aligns with Food Innovation Network efforts to improve community access to urban agriculture trainings, services and potential land access opportunities.

The Food Innovation Network's mission is to enhance the local food system, increase access to healthy food, create pathways for success, and support resource and idea sharing that engages the diverse communities of SeaTac/Tukwila and South King County. The +15-member network includes nonprofit organizations, educational institutions, local government, and community members—all committed to the vision of an innovative and connected food system, created by the community for the community. Through extensive community engagement activities, FIN and partners have identified a strong interest in and need for urban agriculture opportunities in South King County and the community would greatly benefit from Highline's Urban Agriculture Program.

In collaboration with Highline College, Food Innovation Network will strive to support the program by increasing awareness of the program through peer-to-peer outreach, connecting interested students with the Urban Agriculture Program, collaborating on community events such as farm tours and community kitchens, convening and connecting the Highline program with other community partners, and providing ongoing support for students post-graduation.

By doing so, we believe this project will have a tremendous impact on food insecurity in South King County while creating lasting change among the lives of members of our community.

Food Innovation Network sees collaboration and coordination with community as critical components to creating opportunities for underserved communities in South King County. It has been our pleasure to work with Highline College in the past and we look forward to providing support on this project.

Sincerely,

Kara Martin  
 FIN Program Director  
[kara@foodinnovationnetwork.org](mailto:kara@foodinnovationnetwork.org)  
 206-850-2877

*The Food Innovation Network's mission is to enhance the local food system, increase access to healthy food, create pathways for success, and support resource and idea-sharing that engages the diverse communities SeaTac/Tukwila and South King County.*



June 20, 2017

To Whom It May Concern,

Friends of Sonju Park offers this letter as a declaration of support for the application to King Conservation District in order to expand the work of the Urban Agriculture Program at Highline College.

Highline College's proposal will serve people in South King County by connecting diverse community members and students to opportunities for real-world agriculture experience, community integration, self-sufficiency, and economic development. This aligns with Friends of Sonju Park's efforts to grow both fresh food and our greater Des Moines community.

Our vision is to improve the health of our community by reconnecting people to their environment through:

- Building community
- Education
- Good nutrition

In collaboration with Highline College, Friends of Sonju Park will strive to support the program by providing a portion of land to Highline College for cultivation, hosting community workshops and classes on the property, assisting in promotion of the Urban Ag Program and upcoming workshops, and coordinating community-focused events (like annual cider pressing) in the park. By doing so, we believe this project will have a help to reduce food insecurity in South King County while creating lasting change among the lives of members of our community.

Friends of Sonju Park sees collaboration and coordination with community as critical components to creating opportunities for underserved communities in South King County. It has been our pleasure to work with Highline College in the past and we look forward to providing support on this project.

Kim Richmond

Garden/Orchard Steward of Daisy Sonju Community Orchard and Garden  
 Founder, Friends of Sonju Park

1644 S 260<sup>th</sup> St  
 Des Moines, WA 98198  
 (206)595-9971



**International Rescue Committee**  
 1200 South 192<sup>nd</sup> St, Suite 101  
 SeaTac, WA 98148  
 TEL +1 206 623 2105  
 FAX +1 206 623 2289

**Rescue.org/Seattle**

June 21, 2017

To Whom It May Concern,

The International Rescue Committee (IRC) offers this letter as a declaration of support for the Highline College application to the King Conservation District in order to expand the work of its Urban Agriculture Program.

Highline College's proposal will serve people in South King County by connecting diverse community members and students to opportunities for real-world agriculture experience, community integration, self-sufficiency, and economic development. This aligns with the IRC's New Roots Programs and our efforts to expand land access and the availability of fresh produce to low-income, ethnic minorities in South King County.

IRC's New Roots program focuses on food access and the nutritional needs of families upon arrival in the U.S., and builds on the agricultural experience of many new refugee and immigrant families by providing access to land, materials, and education for program participants to grow healthy food. Through environmental education workshops, food justice programming, volunteer and community engagement, and the facilitation of leadership empowerment and peer-learning, the New Roots program in Seattle enables the sustainable development of safe, inclusive, and healthy green spaces for refugees in South King County.

In collaboration with Highline College, IRC will strive to support the program by assisting and advising when necessary, as well as by referring land access opportunities to clients in the Des Moines area. By doing so, we believe this project will have a tremendous impact on food insecurity in South King County while creating lasting change among the lives of members of our community.

IRC sees collaboration and coordination with the community as critical components to creating opportunities for underserved communities in South King County. It has been our pleasure to work with Highline College, and we have been partners in the community for some years. We value our relationship with Highline College, and look forward to providing support on this project.

Nicky Smith  
 Executive Director, IRC Seattle  
 Nicky.Smith@rescue.org



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Applicant	Project Title	Project Description	Funding Priority	Grant Request	Matching Funds
Pike Place Market Foundation	Pilot Individual Development Account Program for Beginning Farmers	Pilot an individual development account program with a cohort of five second generation farmers at the Market in order to give farmers the ability to finance their farms through the combination of financial education and a savings incentive program.	Business Management	\$ 16,050	\$ 17,992
Goose and Gander Farm	Addressing the Farm Infrastructure Gap	A Shared Aggregation and Cold Storage Site for Snoqualmie Valley Farms and Farm Organizations.	Consumer Demand / Food Safety / Infrastructure	\$ 99,919	\$ 41,292
Lily Gottlieb-McCale	Shared Soil	Shared Soil increases land access and supports collective farming practices by providing rentable farmland in Enumclaw, WA for beginner, immigrant, and socially disadvantaged farmers who are ready to transition off the Tilth Alliance Farm Works incubator and expand their farm businesses.	Land Access / Infrastructure	\$ 27,546	\$ 46,210
Public Health- Seattle & KC	Gathering Around the Table for 'Dulet' - Building a Safe Meat Supply Chain by and for the East African Community in King County	This project seeks to replace an unsafe and sometimes illegal meat supply chain with a safe, legal, local, and culturally appropriate meat supply chain for King County's 100,000 person and growing East African immigrant population by working with a partnership of producers, processors, distributors, consumers and agencies.	Consumer Demand/ Food Safety/ Infrastructure	\$ 97,500	\$ 46,823
SnoValley Tilth	Growing Farm Businesses	A three-strategy business training program focused on helping established producers in Snoqualmie Valley grow their farm operations and increase productivity through education, mentorship, and small-group consultations.	Business Management	\$ 54,581	\$ 17,075

King County DNRP	Working Farmland Partnership Pilot Project	Pilot project to test the concept of a focused, multi-partner, ground-based effort to link farmers looking to establish or expand their farming business with landowners that want to bring underutilized land back into production.	Land Access/ Business Management	\$ 99,558	\$ 128,300
Food Innovation Network	Creating a Replicable & Scalable Pathway for South King County Urban Agriculture	Improve land access and business opportunities for urban agriculture in South King County by: 1) establishing the South King Urban Agriculture Network; 2) identifying and securing land for community gardens and urban farms; and 3) linking potential growers to land and resources for urban agriculture production and business development.	Land Access/ Business Management	\$ 53,539	\$ 31,437
Highline College	Highline College Community-Centered Urban Agriculture Program	Highline College will partner with the City of Des Moines to identify and increase the amount of farmable land for use by the College and the community in order to improve local food security, improve land use, and to provide a venue to educate and develop new farmers.	Land Access/ Business Management	\$ 75,902	\$ 149,424

**TOTAL FUNDED: \$ 524,595 \$ 478,553**



June 9, 2017

Dear King Conservation District Review Committee,

On April 13, 2017 Highline College Dean of Instruction Alice Madsen and Program Manager for Urban Agriculture and Food Security Bobby Butler attended the Des Moines City Council meeting to give a report on the college's *Community Centered Urban Agriculture Program* proposal to King Conservative District (KCD) to fund planning and initial implementation of a sustainable agriculture/food hub at Sonju Park and to expand to any other areas determined by the City as appropriate and available.

At this meeting, City Council gave unanimous approval to begin with Sonju Garden, a 9 acre city park with space for growing vegetables as well as agroforestry capacity for growing fruit. Sonju Garden will become a sustainable agriculture/food security hub while being reinvented as a valued community asset. The college's Urban Agriculture program will offer for-credit courses and workshops on-site to promote and increase student and community access and thoughtful planning and development of this space. The Des Moines City Council enthusiastically commits to the partnership outlined in the grant submission, with funding through KCD's Regional Food System Grant Program. We view this partnership with Highline College as great value added to the broader Des Moines community by increasing access to farming knowledge and skills as well as actual land for food growing.

For the past year the college's Urban Agriculture staff have met informally with representatives from Des Moines Parks, Recreation and Senior Services Department and The Friends of Sonju Garden to explore ways to create a sustainable and productive relationship. This project will make good use of Sonju, increase the use of city land for food production, and enable the development of related entrepreneurial opportunities through the assistance of college resources such as StartZone for microenterprise development.

The City of Des Moines will enter into a collaborative agreement with the college to identify and access underutilized properties in the City to serve as satellite sites for the Urban Agriculture program. The first will be Sonju Park, which has the potential for adding 9 acres of land for farming, and an adjacent property, which has an additional 2 acres of usable land. The City will assist in identifying other public and private lands for future cultivation.

The City of Des Moines firmly believes this expansion will encourage urban agriculture through the use of public land and will encourage private landowners to lease their land for local farmer education and production. It will have the added benefit of increasing the amount of farm land

King Conservation District Review Committee  
June 9, 2017  
Page: 2

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in south King County, thus preserving it for future generations. This will result in an increased number of student-farmers, greater usage by community members, and will remove participation barriers faced by the Des Moines immigrant and English Language learning communities using college resources and curricula.

We strongly encourage the funding of this proposal. It will have a significant multiplier effect in improving access to farmer education, food production, and economic development benefits while serving as a catalyst for genuine community interaction, satisfaction and pride.

Sincerely,



Matt Pina  
Mayor & Councilmember

MP:rc

cc: Des Moines City Council Members  
Michael Matthias, City Manager

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2017-2019 Recycling Program  
Funding

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: April 19, 2018

ATTACHMENTS:

1. Washington State Department of Ecology  
Waste 2 Resources Local Solid Waste  
Financial Assistance Agreement (LSWFA)  
2017-2019 Agreement No. W2RLSWFA-  
1719-DeMDS-00053

CLEARANCES:

- Community Development *DEL for Susan Green*
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: DSB

- Legal *76*
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The purpose of this agenda item is to provide information to Council, enabling it to take action on the acceptance of a grant partially funding the City’s Recycling Program for the service period of 2017-2019.

**Suggested Motion**

**Motion 1:** “I move to authorize the City Manager to sign the 2017-2019 Local Solid Waste Financial Assistance Grant between the City of Des Moines and the Washington State Department of Ecology, substantially in the form as attached.”

### **Background**

Staff is requesting Council to authorize acceptance of one of three grants for the City's recycling program. The grant is the 2017-2019 Washington State Department of Ecology's Waste 2 Resources Local Solid Waste Financial Assistance Agreement (LSWFA) (Attachment 1).

The subject grant will partially fund the City's semi-annual Household Waste Collection and Recycling Events for 2017-2019.

### **Discussion**

The City uses grant funds to sponsor recycling and collection events for Des Moines residents and promotes recycling or the use of recycled-content products. For the 2017-2019 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events).

This agenda item seeks City Council approval of the LSWFA grant contract for 2017-2019 (retroactive to July 1, 2017 through June 30, 2019). The LSWFA grant will allocate a state grant share of \$12,005.00 to the City of Des Moines recycling program for household recycling events for the 2017-2019 timeframe. Due to reductions in state funding of Ecology's program over the past years, this amount is approximately 51% of the 2015-2017 grant cycle and approximately 22% of the 2013-2015 grant cycle. Staff is working with the City's recycling event consultant, Olympic Environmental Resources, on ways to re-allocate other grant funds and/or revise recycling program activities to fit within the reduced funding levels.

If the City Council accepts the LSWFA grant for 2017-2019, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City.

**Household Collection and Recycling Events** – For over 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents will be able to recycle items including tires, lead acid and alkaline batteries, cardboard, propane tanks, appliances and scrap metal, bulky wood, electronic equipment, mattresses and box springs, and reusable household items. Additional items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

### **Alternatives**

1. The City Council may accept the 2017-2019 LSWFA Grant No. W2RLSWFA-1719-DeMDSD-00053 between the City of Des Moines and the Washington State Department of Ecology.
2. The City Council may decline the 2017-2019 LSWFA Grant No. W2RLSWFA-1719-DeMDSD-00053 between the City of Des Moines and the Washington State Department of Ecology and forego LSWFA grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the LSWFA grant program. Continuance of this item may result in loss of grant funds for the 2017-2019 grant cycle.

**Financial Impact**

If the City Council accepts the LSWFA grant, there will be no fiscal impact to the City related to Contract Number W2RLSWFA-1719-DeMDS-00053. However, if the City Council does not accept the LSWFA grant, then the City will need to use General Fund monies to maintain the City's recycling program. The required matching funds for this grant are provided by the two other grants used to fund the recycling program: King County Health Department Local Hazardous Waste Management Program (LHWMP) Grant and the King County Solid Waste Division Waste Reduction and Recycling (WRR) Grant.

**Recommendation**

Staff recommends that the City Council choose Alternative 1, and accept the 2017-2019 Washington State Department of Ecology LSWFA Grant.

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## Agreement No. W2RLSWFA-1719-DeMDS-00053

### WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

CITY OF DES MOINES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF DES MOINES, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	2017-2019 LSWFA City of Des Moines IMP
Total Cost:	\$16,006.67
Total Eligible Cost:	\$16,006.67
Ecology Share:	\$12,005.00
Recipient Share:	\$4,001.67
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Planning/Implementation

#### Project Short Description:

The RECIPIENT (City of Des Moines), together with a contractor, will host up to three (3) residential recycling collection events for City residents with its \$16,006.67 LSWFA funds, expecting to divert a total of 104 tons of recycled material, which includes an estimated 25 tons of organics and nine (9) tons of moderate risk waste from 1105 residential participants, as a result of making approximately 24,822 residential contacts during the 2017-19 LSWFA cycle.

#### Project Long Description:

N/A

#### Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

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 Recipient Name: CITY OF DES MOINES

**RECIPIENT INFORMATION**

Organization Name: CITY OF DES MOINES

Federal Tax ID: 91-6016496  
 DUNS Number: 079270443

Mailing Address: 21630 11th Ave S, Ste D  
 Des Moines, WA 98198-6398

Physical Address: 21630 11th Ave S, Ste D  
 Des Moines, Washington 98198-6398

Organization Fax: (206) 870-6544

**Contacts**

<p><b>Project Manager</b></p>	<p>Paul Devine                  General Manager</p> <p>4715 SW WALKER ST                  Seattle, Washington 98116                  Email: pauldevine@msn.com                  Phone: (206) 938-8262</p>
<p><b>Billing Contact</b></p>	<p>Laura Techico                  Principal Planner</p> <p>21630 11th Avenue South                  Suite D                  Des Moines, WA 98198                  Des Moines, Washington 98198                  Email: ltechico@desmoineswa.gov</p>
<p><b>Authorized Signatory</b></p>	<p>Laura Techico                  Principal Planner</p> <p>21630 11th Avenue South                  Suite D                  Des Moines, WA 98198                  Des Moines, Washington 98198</p>

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**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Waste 2 Resources  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Vicki Colgan</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: vcol461@ecy.wa.gov                  Phone: (425) 649-7224</p>
<p><b>Financial Manager</b></p>	<p>Vicki Colgan</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: vcol461@ecy.wa.gov                  Phone: (425) 649-7224</p>

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**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

CITY OF DES MOINES

By: \_\_\_\_\_

By: \_\_\_\_\_

Laurie Davies  
Date  
Waste 2 Resources  
Program Manager

Laura Techico  
Date  
Principal Planner

Template Approved to Form by  
Attorney General's Office

State of Washington Department of Ecology  
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Michael Matthias

\_\_\_\_\_  
City Manager Date

Tim George

\_\_\_\_\_  
City Attorney Date

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## SCOPE OF WORK

Task Number: 1 **Task Cost: \$16,006.67**

Task Title: Recycling Operations

### Task Description:

The RECIPIENT, together with a contractor, will host up to three (3) residential recycling collection events for City residents during the LSWFA Agreement period of July 1, 2017 to June 30, 2019. Organics, moderate-risk waste (MRW) and other large or hard-to-recycle items will be collected along with 'usual' recyclables at a convenient City location. Educational materials which describe how to reduce waste and recycle more using City-sponsored or private sector recycling programs will also be distributed.

In addition to acting as Project Manager and assisting the RECIPIENT in associated LSWFA reporting, the contractor agrees to advertise, organize, stage, staff, distribute the outreach materials, and report outcomes of each event to the RECIPIENT, who may also assist with event planning, staffing and reporting outcomes to ECOLOGY. Costs for these activities and associated salaries and benefits are eligible for LSWFA reimbursement.

The RECIPIENT will report program progress and expenditures for those quarters when eligible costs related to these events occur; and may charge user fees for some items or may drop user fees to increase volume of materials collected, crediting LSWFA for any revenue received from fees or commodity sales on items the Agreement is directly supporting. LSWFA does not pay for costs covered by existing product stewardship programs (E-cycle Washington, LightRecycle Washington, etc.) or for any new product stewardship programs that are adopted during this Agreement period.

Costs of membership in civic, business, and technical/ professional organizations are allowed when covered in the overhead rate. If the RECIPIENT does not charge overhead to this Task, they may be directly billed if pre-approved by ECOLOGY.

The RECIPIENT will note a return to the requirement for ECOLOGY review before printing promotional or other materials to be paid for by monies granted under this Agreement. The full text of this requirement can be found in Proviso #18 under the General Terms and Conditions below.

### Task Goal Statement:

Convenient capture and diversion of organic waste, moderate risk waste (MRW), and other hard-to-recycle items from City residents to avoid landfilling and environmental pollution constitute the primary goals of this Task. To foster additional diversion and recycling opportunities, educational materials will also be distributed at each event.

### Task Expected Outcome:

The collection events proposed are expected to net a total of 104 tons of recycled material, which includes an estimated 25 tons of organics and nine (9) tons of MRW from 1105 residential participants, as a result of making approximately 24,822 residential contacts during the 2017-19 LSWFA cycle.

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Recipient Task Coordinator: Paul Devine

### Recycling Operations

#### Deliverables

Number	Description	Due Date
1.1	Work as defined in the Scope of Work for this Agreement is implemented.	06/30/2019



### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
City of Des Moines IMP	25.00 %	\$ 4,001.67	\$ 12,005.00	\$ 16,006.67
<b>Total</b>		<b>\$ 4,001.67</b>	<b>\$ 12,005.00</b>	<b>\$ 16,006.67</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR 180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal

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remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
 

RECIPIENT shall:

  - Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
  - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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# AGENDA ITEM

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

SUBJECT: South Sound Boating Season Opening  
Day

AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

ATTACHMENTS:  
1. Proclamation

DATE SUBMITTED: April 19, 2018

CLEARANCES:

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this agenda item is to recognize the official opening of the 2018 South Sound Boating Season.

**Suggested Motion**

**MOTION:** “I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 12, 2018.

**Background:**

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

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# City of Des Moines



CITY COUNCIL  
21630 11<sup>th</sup> AVENUE S, SUITE A  
DES MOINES, WASHINGTON 98198-6398  
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



## Proclamation

**WHEREAS**, the City of Des Moines wishes to recognize and celebrate the 2018 South Sound Opening Day of Boating Season, and

**WHEREAS**, the Des Moines Yacht Club annually hosts the South Sound Opening of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony, and

**WHEREAS**, the South Sound Opening Day of Boating Season celebration advocates for the safe enjoyment of boating and promotes the Des Moines waterfront amenities serving the boating community, now therefore

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** May 12, 2018 as this year's

### ***SOUTH SOUND OPENING DAY OF BOATING SEASON***

**SIGNED** this 26<sup>th</sup> day of April, 2018

---

Matt Pina, Mayor

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# AGENDA ITEM

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

SUBJECT: No Kids Left Inside Agreement

FOR AGENDA OF: 04/26/2018

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

ATTACHMENTS:

- 1. 2018 No Kids Left Inside Play Area Project Agreement with Des Moines Legacy Foundation

DATE SUBMITTED: 04/02/2018

CLEARANCES:

[ ] Community Development \_\_\_\_\_

[ ] Marina \_\_\_\_\_

[X] Parks, Recreation & Senior Services 

[X] Public Works 

CHIEF OPERATIONS OFFICER: 

[X] Legal 

[ ] Finance \_\_\_\_\_

[ ] Courts \_\_\_\_\_

[ ] Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

### Purpose and Recommendation

This agenda requests City Council approval to enter into an Agreement with the Des Moines Legacy Foundation to accept 2018 “No Kids Left Inside” funding for the Des Moines Field House Park Play Area Project and the Steven J Underwood Memorial Park Play for All Project.

### Suggested Motion

**Motion 1:** “I move to approve the Agreement between the City of Des Moines and the Des Moines Legacy Foundation that will commit \$25,000 funding for Des Moines Field House Play Area Project and \$50,000 funding for the Steven J. Underwood Memorial Park Play Area Project from the Des Moines Legacy Foundation 2018 “No Kids Left Inside” fund raising campaign, and authorize the City Manager to sign the Agreement substantially in the form as submitted.”

## **Background**

In 2017, City Council approved partnering with the Des Moines Legacy Foundation (DMLF) in its efforts to raise \$205,000 for the “No Kids Left Inside” Citywide Play Area Project. The City Council approved nine projects in the 2017-2022 and 2018-2023 Capital Improvement Plans to repair, renovate, replace and construct new play areas at Midway Park, Des Moines Field House Park, Steven J. Underwood Memorial Park, Kiddie Park, Westwood Park, Wooton Park, Water Tower Park, Des Moines Beach Park and Cecil Powell Park. The intent of the DMLF “No Kids Left Inside” fund raising project was to provide community matching funds for the construction of the City’s play areas.

Last summer, Parks, Recreation and Senior Services and Des Moines Legacy Foundation surveyed Des Moines park users about their play area needs. Citizens want safe places to congregate, play, exercise and relax. Park users include: youth and adult soccer and softball leagues, sports camps and day camps, and preschool programs. These family users voiced the need for activity space to safely play and socialize in their neighborhood and before, during and after other recreational activities sports practices and games.

In the past year, Parks, Recreation and Senior Services staff have successfully secured a Community Development Block Grant to replace Kiddie Park play equipment and a King County Youth and Amateur Sports Grant to construct a new play area at Steven J. Underwood Memorial Park. In addition, the City has received notice that it is a finalist for a 2018 KaBOOM playground project grant to replace the play equipment at Des Moines Field House Park and is awaiting the award announcement.

## **Discussion**

In order to move ahead with the Steven J. Underwood Memorial Park and Des Moines Field House Park projects, an Agreement between the City and Legacy Foundation is needed.

Des Moines Field House Park Play Area Project- the City has \$15,000 Capital funds budgeted in the 2017-2022 CIP for project design. Project construction funding in the amount of \$181,000 was contingent on receiving CDBG funding. A different approach for replacing the play area equipment is now being proposed. The City has applied for a Community Build Play Area from KaBOOM, their corporate partner and play equipment vendor Playworld Systems, Inc. The award requires an \$8,500 project match and in-kind services by local contractors who have committed volunteer time and expertise to remove the existing play equipment and prepare the site for the new equipment. Additional community volunteers would be engaged to construct the play equipment for the play area. Per the attached Agreement with the City, the Des Moines Legacy Foundation would commit \$25,000 to the project from its “No Kids Left Inside” fundraising campaign to meet the project match requirement and to enhance the play area equipment.

Steven J. Underwood Memorial Park Play For All - the design and construction budget for the Steven J. Underwood Memorial Park Play Area Project is \$404,000. The City has \$109,000 Capital funds budgeted in the 2017-2022 and 2018-2023 CIPs for the project. In 2018, a \$245,000 King County Youth and Amateur Sports Grant was secured. Per the attached Agreement with the City, the Des Moines Legacy Foundation would commit \$50,000 toward the construction of the play area from its "No Kids Left Inside" citywide play area initiative so that the Play for All project can move forward this year.

**Alternatives**

Not approve the agreement for the acceptance of the Des Moines Legacy Foundation funding (not recommended).

**Financial Impact**

There is no change in the City's 2018-2023 Capital Improvement Plan's financial commitments to the Des Moines Field House Park Play Area Project and the Steven J. Underwood Memorial Park Play for All Project.

**Recommendation**

Staff recommends that Council approve the suggested motion. The Municipal Facilities Committee reviewed the projects at its March 22, 2018 meeting and unanimously supports them moving forward in 2018.

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**AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE DES MOINES  
LEGACY FOUNDATION  
2018 NO KIDS LEFT INSIDE PLAY AREA PROJECT**

***THIS AGREEMENT*** is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter “City”), a municipal corporation of the State of Washington, and the DES MOINES LEGACY FOUNDATION (hereinafter “Legacy Foundation”) for the No Kids Left Inside Play Area Project.

***WHEREAS***, the City finds that the No Kids Left Inside Play Area Project enhances the quality of life for residents of the City of Des Moines, and

***WHEREAS***, the Legacy Foundation has raised funds for the No Kids Left Inside Play Area Project to support the City’s Play Areas, including those located at Des Moines Field House Park and Steven J. Underwood Memorial Park , and

***WHEREAS***, the City of Des Moines wishes to partner with the Legacy Foundation and to accept the funds for City’s Play Areas; now therefore,

***IN CONSIDERATION*** of the mutual benefits and conditions listed below, the parties agree as follows:

(1) The Legacy Foundation agrees as follows:

(a) The Legacy Foundation agrees to provide the City with a cash contribution of \$25,000 to be used to match the funds and in-kind services provided by KaBOOM and its partner company, and the City of Des Moines Capital Fund of \$15,000 for the design and construction of the Des Moines Field House Play Area.

(b) The Legacy Foundation agrees to provide the City with a cash contribution of \$50,000 to match the funds provided by the King County Youth and Amateur Sports Grant in the amount of \$245,000 and funds provided by the City of Des Moines Capital Fund of \$109,000 for the design and construction of the Steven J. Underwood Memorial Park Play Area.

(c) The Legacy Foundation will distribute to the City the funding described in this Section at least ten (10) days prior to the City advertising the projects for bids. The City will provide the Legacy Foundation with an invoice upon execution of this Agreement. In the event the City does not use all or a part of the funds invoiced within one year of the date the funds are received, the City shall refund such funds to the Legacy Foundation.

(2) The City agrees as follows:

- (a) Upon execution of this Agreement, the City agrees to provide design, permitting and construction support for the Des Moines Field House Play Area project, to be completed as agreed in the KaBOOM project contract with the City.
- (b) Upon execution of this Agreement, the City agrees to provide design, permitting and construction support for the Steven J. Underwood Memorial Park Play for All project to be completed as agreed in the King County Youth and Amateur Sports Grant project contract with the City.
- (c) The City Manager is authorized, at his discretion, to grant permission to the Legacy Foundation to use, for the purpose of the No Kids Left Inside fund raising, article space in the City Currents newsletter.
- (d) The City shall provide the Legacy Foundation with an accounting and documentation that all Legacy Foundations funds transferred under Section 1(c) were spent on the projects identified in Sections 1(a) and (b) within 60 days of the completion of the projects and shall refund any unused Legacy Foundation funds within the same 60 day period.

(3) Parties. All communication and notices of this Agreement shall be managed by:

On behalf of Legacy Foundation:

Gene Achziger, President  
 PO Box 13582  
 Des Moines, WA 98198  
 Email: gachziger@yahoo.com  
 Phone: 253-941-3785

On behalf of City:

Michael Matthias, City Manager  
 21630 11<sup>th</sup> Ave. S.  
 Des Moines, WA 98198  
 Email: [MMatthias@desmoineswa.gov](mailto:MMatthias@desmoineswa.gov)  
 (206) 870-6554

(4) Duration of Agreement. This Agreement will commence upon date of execution and ends upon completion of the work, mutual agreement of the parties, or the City's written termination of the Contract as described in Section 4 of this Agreement, whichever comes first.

(5) Termination. This Agreement may only be terminated by either party before the City enters into a contract for construction of the projects and only for good cause upon thirty

(30) days' written notice to the other party of the terminating party's intention to terminate the same. Good cause is defined as either:

(a) Failure of a party to perform any requirement of this contract within ten (10) days after the other party makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by a majority of the Des Moines City Council in open public meeting.

(c) In the event of termination for any reason, the City shall provide an accounting as required under Section 2(d) and shall refund all unexpended Legacy Foundation funds transferred to the City under Section 1(c) within 60 days of the termination date.

(6) Discrimination Prohibited. The Legacy Foundation shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in No Kids Left Inside Play Area Project on the basis of race, color, religion, creed, sex, sexual orientation, national origin, marital status, or presence of any sensory, mental, or physical handicap.

(7) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(8) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(9) Mediation/Arbitration Clause. 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 the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. 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.

(10) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(11) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(12) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(13) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(14) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(15) Concurrent Originals. This Agreement may be signed in counterpart originals.

(16) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DES MOINES LEGACY FOUNDATION

\_\_\_\_\_

\_\_\_\_\_

By: Michael Matthias  
Its City Manager

By: Gene Achziger  
Its President

At the direction of the Des Moines City  
Council In Open Public Meeting on  
\_\_\_\_\_, 2018

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

# AGENDA ITEM

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

SUBJECT: Draft Resolution 18-043 regarding Highline School District Boundary Lines

FOR AGENDA OF: April 26, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 19, 2018

ATTACHMENTS:

- 1. Draft Resolution 18-043

CLEARANCES:

- Community Development \_\_\_\_
- Marina \_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_
- Public Works \_\_\_\_

CHIEF OPERATIONS OFFICER: DSB

- Legal AB
- Finance \_\_\_\_
- Courts \_\_\_\_
- Police \_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider a Draft Resolution reinforcing the City’s support for the Highline School District through their difficult and complex process of adjusting boundary lines and urging the Board to consider all the concerns and input raised by the citizens of Des Moines.

**Suggested Motion**

**Motion 1:** “I move to adopt Draft Resolution No 18-043 recognizing the City’s longstanding relationship and cooperation with the Highline School District and encouraging the Board to consider all the concerns and input raised by the citizens of Des Moines regarding school boundary line changes.”

## **Background**

As a result of the passage of the November 2016 school bond, the Highline School District is constructing a new middle school at the Glacier site in SeaTac and replacing Des Moines Elementary school with a new, larger building at the Zenith site. As a result, the District has been considering a change to school boundaries.

According to the District's website:

*Since June 2017, members of the Capital Facilities Advisory Committee (CFAC), composed of volunteers representing every part of our community, have been meeting to develop a proposal for boundary changes that serves the needs of the district as a whole. If approved by the school board, the draft boundary plan would take effect in fall 2019. The draft plan:*

- ***Keeps elementary cohorts together from kindergarten through high school once new boundaries are in effect.***
- ***With the exception of Hilltop Elementary, all elementary schools would feed into the same high schools as before the boundary change. Hilltop would feed into Highline High School in this proposed plan.***
- ***The plan accounts for future growth, responding to projections showing increasing enrollment over the next decade.***
- ***The proposal would relieve current overcrowding in elementary schools.***

## **Discussion**

The City Council recently heard from a representative for an organization named ABC 4 Highline who expressed concerns about the proposed boundary line changes from the CFAC. The representative, Yvonne Nutting, asked the City Council to consider adopting a resolution urging the School Board to consider alternative options. Staff has revised the resolution that was presented by ABC 4 Highline into the version that is attached as Attachment 1. Recognizing that the City Council has no authority over boundary lines changes, the Resolution recognizes the outstanding partnership the City has had with Highline School District as well as the difficult and emotional work that is inevitably involved in this process. The Resolution encourages the District to thoroughly consider all alternatives and input received by members of the Des Moines community in order to provide the best outcome for the children in Des Moines and the District.

## **Alternatives**

1. Pass the Draft Resolution as written.
2. Pass the Draft Resolution with amendments.
3. Do not pass the Draft Resolution.

## **Financial Impact**

None.

## **Recommendation**

None.

**CITY ATTORNEY'S FIRST DRAFT 04/13/2018****DRAFT RESOLUTION NO. 18-043**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, expressing support for student safety, diversity, valuing cohorts, and community connection for schools in the City of Des Moines.

**WHEREAS**, the City supports diversity, equity, safety and inclusion of all of its citizens, neighbors and visitors, and

**WHEREAS**, the City supports the vision and goals of the Highline Public Schools as an essential partner to help students become the best they can be and recognize mutual interests that help build great communities, and

**WHEREAS**, the City has had a long and positive history of collaboration and partnership with the Highline School District, and

**WHEREAS**, the City Council recognizes the sovereignty of the Highline School District School Board and the complex and sensitive analysis and considerations that are required when reviewing school boundary issues, and

**WHEREAS**, the City supports a need for school boundaries and feeder patterns that demonstrate a long-lasting sense of belonging, community, and neighborhood identity for children, and

**WHEREAS**, the City supports boundaries and feeder patterns that support a diverse student population and safety at schools and that assures students living in the City of Des Moines will, to the greatest extent possible, go to the same middle and high school with their elementary school cohorts, and

**WHEREAS**, the City supports a strong need to provide children with simple and safe transportation to school, while encouraging walking and bicycling whenever possible, and

**WHEREAS**, the City strongly supports a Des Moines student's ability to attend schools in the City of Des Moines where they are eligible for City of Des Moines scholarships enabling them to attend before and after school programs, and

**WHEREAS**, the City Council has received input from concerned members of the community regarding the proposed boundary line

Resolution No. \_\_\_\_  
Page 2 of \_\_\_\_

changes proposed by the Highline School District Capital Facilities Advisory Committee (CFAC), and

**WHEREAS**, the City Council opposes boundary line changes that would break up cohorts; break up communities' strong, lasting and stable relationships with a highly diverse student and parent population; and/or that would introduce unnecessary transportation safety issues; and

**WHEREAS**, the City Council encourages the Highline School District Board to consider alternative options that would fully address the concerns of members of our community, now therefore,

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

**Sec. 1.** The City Council expresses support for inclusion, community, neighborhood identity, long-lasting relationships, and safety for all children attending Highline Public Schools.

**Sec. 2.** The City Council encourages the Highline School District Board to thoroughly consider all alternatives that limit existing boundary changes, keep communities together, promote safety for children, support diversity and foster enduring, stable, safe neighborhoods.

**Sec. 3.** The City Clerk is directed to certify to the Highline Public School District a copy of this Resolution upon adoption.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2018 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

4/19/18 10:39 AM

Resolution No. \_\_\_\_\_  
Page 3 of \_\_\_\_\_

ATTEST:

---

City Clerk

4/19/18 10:39 AM



Dear Councilmembers,

Low-impact development (LID) is important in our community because it helps protect people from pollution and flooding, and it improves community health. Low-impact development also reduces costs to the community. Incorporating LID can mitigate climate change, save energy, and contribute to restoring habitat damaged by frequent flooding and runoff.

Polluted stormwater runoff is one of the biggest water pollution issues facing the Northwest. Plus, our communities are bearing the burden of climate change and rapid growth. Now is the time to invest in green infrastructure and LID techniques that can make our communities more livable, walkable, and resilient.

*I am attaching a score card for Des Moines. It is from an organization that I personally support.*

Sincerely, *Emily A. Hitchcock*  
Address *24245 13<sup>th</sup> Ave S.  
Des Moines, WA 98198*

# Nature's Scorecard

HOW WELL ARE WE PLANNING FOR THE GROWTH OF OUR REGION?

CITY	SOFTENING OUR FOOTPRINT	BUILDING WITH CARE	IMPROVING FILTRATION	GROWING THE RIGHT TREES	MAINTAINING BUFFERS
Auburn	✓				✓
Burien	✓	✓		✓	✓
Des Moines <i>★</i>					✓
Kent	✓		✓	✓	
Renton	✓	✓	✓	✓	✓

**SOFTENING OUR FOOTPRINT**  
Taking up less space in a development project with hard surfaces and instead emphasizing green areas.

**BUILDING WITH CARE**  
Preserving existing natural elements like native plants and healthy soils on a construction site, making it less prone to flooding.

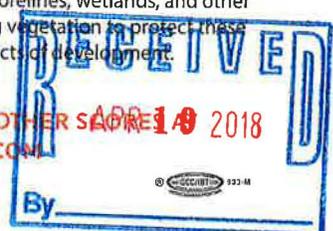
**IMPROVING FILTRATION**  
Using permeable pavement and other surfaces that allow rainwater to pass through into the soil below and to reduce polluted stormwater runoff.

**GROWING THE RIGHT TREES**  
Choosing trees that do the best work of helping clean and slow polluted stormwater here in the Pacific Northwest.

**MAINTAINING BUFFERS**  
Protecting critical areas like shorelines, wetlands, and other sensitive habitat by preserving vegetation to protect these natural systems from the impacts of development.

*How well did your community score?*

LEARN MORE AND SEE OTHER SCORE CARDS AT [NATURESCORECARD.COM](http://NATURESCORECARD.COM)



as of Dec 1 2017



# Nature's Scorecard

Nature's Scorecard is a tool to help all of us in the Pacific Northwest plan for the future we want to see, measure progress, and hold each other accountable.

Low-impact development is an important tool for protecting communities from pollution, reducing dangerous flooding, and building resilient, thriving neighborhoods. Together, we can make sure our region is healthy and livable for generations to come.

To see the full checklist and learn more about this project from Puget Soundkeeper and Washington Environmental Council, visit [NaturesScorecard.com](http://NaturesScorecard.com).

PLACE STAMP HERE



## ARE YOU PROUD OF HOW WELL YOUR COMMUNITY IS PERFORMING ON THE SCORECARD? SEND THEM A NOTE!



Take a look at the scorecard. How well is your community planning for the future? Could your representatives do more to protect people and local waterways?



Tear off the postcard to the left and write in a personal reason you care about smart, low-impact planning and development.



Look up your city or county council member's address at [NaturesScorecard.com](http://NaturesScorecard.com) and mail the card to them.



### WHY WE CARE

Washingtonians are committed to a long-term vision where our communities are livable, walkable, safe, and resilient. Nature's Scorecard is a tool developed by Puget Soundkeeper and Washington Environmental Council that allows you to learn how well your community is planning for the future. We're sharing our research on how local governments are performing so you can take action. Let your local elected officials know what kind of future you want to see!

A PROJECT OF  
 **PUGET SOUNDKEEPER**  
 **WASHINGTON ENVIRONMENTAL COUNCIL**

Non Profit Org  
US POSTAGE  
PAID  
SEATTLE, WA  
PERMIT # 814



Emily Hitchens T 4 S 2053  
24245 13th Ave S  
Des Moines WA 98198-7802

April 24, 2018 Des Moines City Council,

Good evening Mayor Pina, council and staff.

For the record I am Alli Larkin. A private citizen residing in Des Moines.

Last time I shared with you "What is 5G.info I hope you have taken the time to check out that website.

This evening I am sharing with you from the 128 page Telecommunications Act of 1996 about how they were able to roll out the wireless industry on us and our cities.

From pages 117-118

**SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.**

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY- Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

`(7) PRESERVATION OF LOCAL ZONING AUTHORITY-

` (A) GENERAL AUTHORITY- Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(b) RADIO FREQUENCY EMISSIONS- Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

"Environmental effects of radios frequency emissions" Well their test for that was done on a plastic head full of water with a robot arm holding a cell phone next to it. They called it SAM (Specific Anthropomorphic Mannekin) Phantom head for SAR test

(Specific Absorption Rate c. 1996.) No biological testing was done. For they knew the harm from the wireless technology and touted the benefits, while making them mandatory, and addictive for this is how they hid it from us. Unfortunately I found this out when I asked Curtis Bennett to comment to the WADOH on WiFi in the Schools in 2014.

Expect to see me back. My next subject will be to educate you about cell towers. With or without my Public Request about the cell tower located between our children's play ground and play field, which I have yet to receive.

entity (including the owner of such pole, duct, conduit, or right-of-way).

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY- Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

(7) PRESERVATION OF LOCAL ZONING AUTHORITY-

(A) GENERAL AUTHORITY- Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

(B) LIMITATIONS-

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such

action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

(C) DEFINITIONS- For purposes of this paragraph--

(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).'

(b) RADIO FREQUENCY EMISSIONS- Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY- Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

SEC. 705. MOBILE SERVICES DIRECT ACCESS TO LONG DISTANCE CARRIERS.

Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end



**SAM (Specific Anthropomorphic Mannequin) Phantom head for SAR test (Specific Absorption Rate c. 1996)**

# Washington State Department of Health Responding To Wi-Fi Safety Concerns in Our Schools

March 4, 2014 News and Updates Thermoguy

The highlighted document link opens a letter **Responding to The Washington State Department of Health on Wi-Fi in 296 School Districts with 2200 Buildings with Over a Million Students.**

It is important for the reader to keep this simple and expand on it as it relates to you. Policy and laws are based on science with all sciences complimenting each other.

If a fire department went to the Academy Awards and ordered people to leave the building, we all leave the building. We have consulted at the operation's level with the point being follow instructions. The million plus students are the children of police, fire, military, insurers, industry, energy, telecommunications, mayors, municipalities, politicians, powerful and poor.

Governments and utilities never should have allowed energy or other industry to bypass regulation. Your homes are financed and insured based on compliance with building codes. Blanket coverage of the municipality with highly penetrating, high speed EMFs bypasses the municipality's jurisdiction and they were not consulted or informed.

The specific absorption rate is the science adopted for limits of exposure to RF EMFs. It is a plastic head without biology and ridiculous science related to health. The plastic head is being used to bypass architecture, engineering, building codes, radiating all biology and every atom or molecule. Heating atmospheric molecules creates heat and contributes to weather severity.

Complain to your local city council, state and federal representatives of this error that will adversely affect all economy while slowly electrocuting populations, pets, animals, wildlife, trees, fish, micro biology, bees, pollinators, etc. Your cities will bring in their own lawyers, engineers and assist because buildings will reach a state where real estate won't sell, won't be financed or occupied. No taxes.

Contact your insurers, universities, police, fire, etc, they were not told or consulted either about blanket radiation. EMFs going through buildings, refineries. oil, gas, and inducing electrical charges in classed areas can cause explosions, fires, loss of life.

**Every child deserves the chance to play outdoors**



Help us reach our goal of \$200,000 for new play equipment

**Visit [DMLegacy.org](http://DMLegacy.org) to learn more and **DONATE****

No Kids Left Inside Agreement

Des Moines City Council- April 26, 2018

Patrice Thorell, Parks, Recreation and Senior Services Director

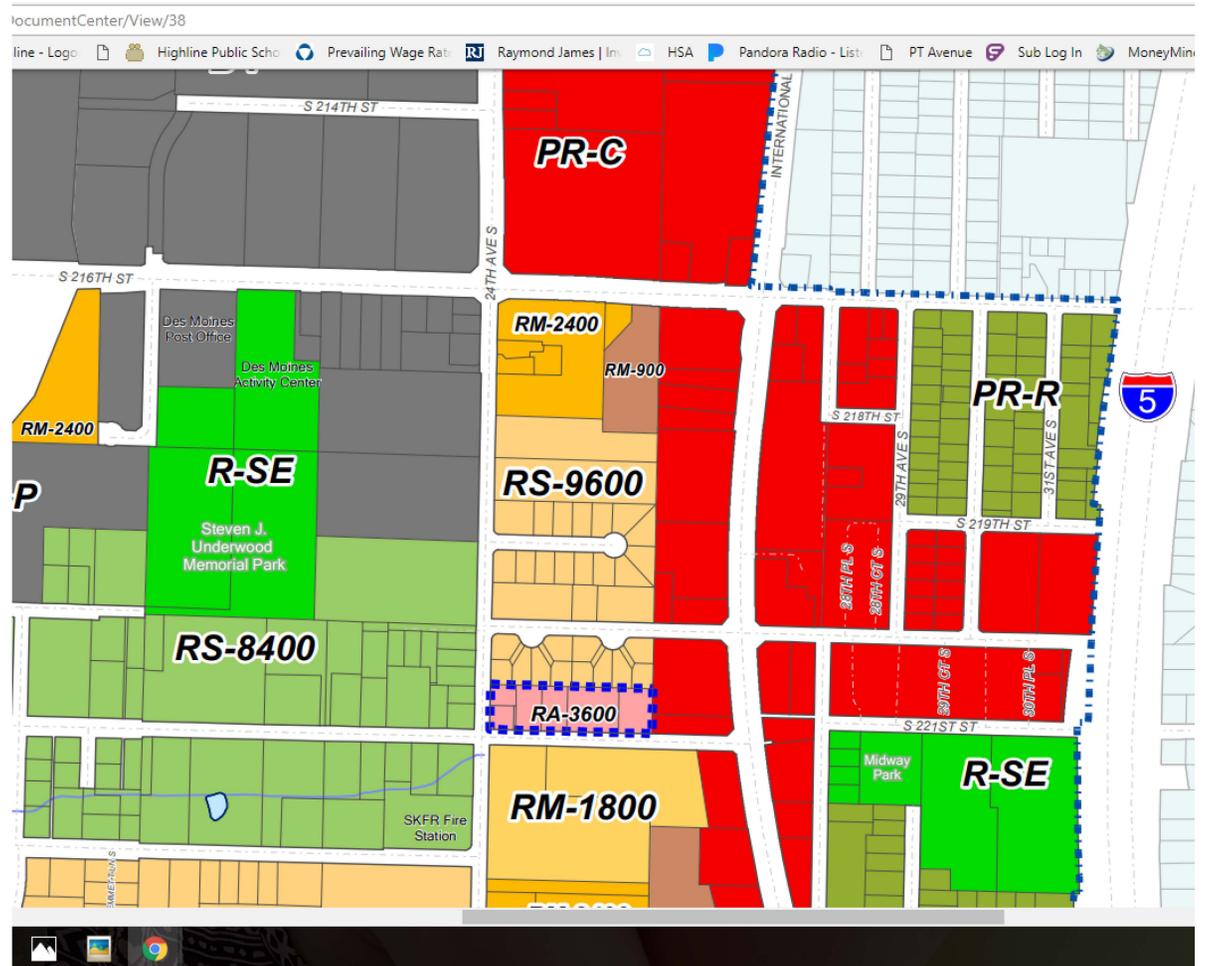
<b>Approved 2018-2020 CIP Play Area Project Budgets and Proposed Revisions</b>	<b>Plan Year 2017</b>	<b>Plan Year 2018</b>	<b>Plan Year 2019</b>	<b>Plan Year 2020</b>	<b>City Approved Budget</b>	<b>*Proposed 2018 Const. Budget Revisions</b>
Wooton Park (\$50 DMLF)	\$18		\$93	\$99	\$210	\$210
Beach Park Plaza/Play Equip. (\$15 DMLF)			\$90	\$685	\$775	\$775
Field House Play Equipment (\$50 DMLF)	\$15	\$179*			\$194	\$65*
Westwood Play Equipment	\$7		\$60		\$67	\$67
Water Tower Park Play Equipment Maint.	\$6			\$60	\$66	\$66
Cecil Powell Play Equipment (\$10 DMLF)	\$13		\$90		\$103	\$103
Kiddie Park Play Equipment	\$27	\$201*			\$228	\$142*
Steven J. Underwood Play Equipment (\$50 DMLF)	\$67		\$334		\$401	\$404*
Midway Park Play Equipment Maint.	\$2	\$23			\$25	\$25
<b>Expenditure Total:</b>	<b>\$155</b>	<b>\$403</b>	<b>\$667</b>	<b>\$884</b>	<b>2,069</b>	<b>\$1,857*</b>
<b>Proposed Expenditure Revisions Total:</b>						<b>\$212*</b>

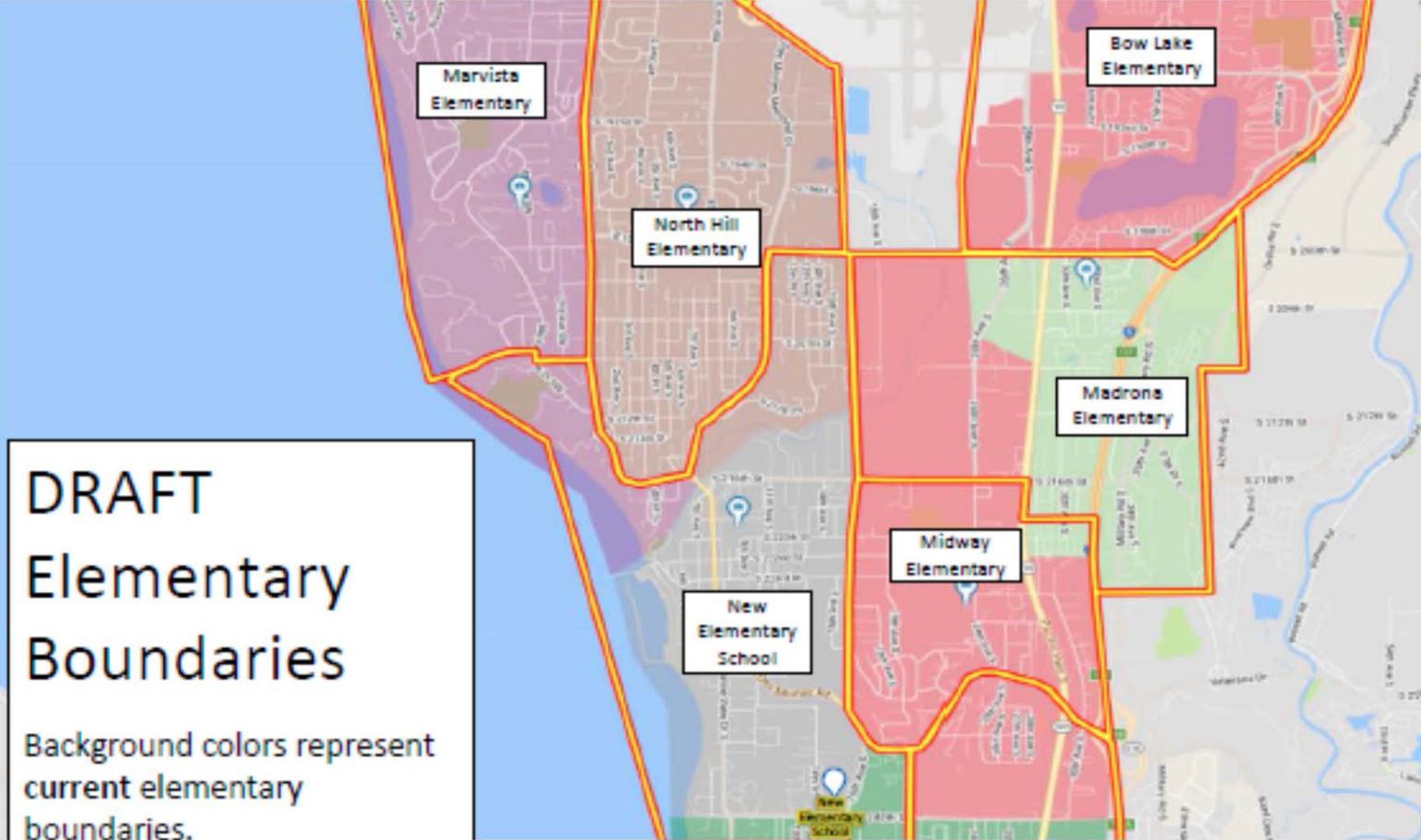
<b>Des Moines Legacy Foundation Project Funding Goal \$205,000</b>	<b>Plan Year 2017</b>	<b>Plan Year 2018</b>	<b>Plan Year 2019</b>	<b>Plan Year 2020</b>	<b>City Approved Budget</b>	<b>Proposed 2018 Funding Revisions*</b>
<b>SJUMP (\$50 Match Secured in 2018)</b>		<b>\$50*</b>	<b>\$0*</b>		<b>\$50</b>	<b>\$50</b>
<b>Field House (\$25 Match Secured in 2018) KaBOOM Partnership (\$25 Pending)</b>		<b>\$50*</b>			<b>\$0</b>	<b>\$50*</b>
<b>Wooton (\$50 Match Secured)</b>			<b>\$50</b>		<b>\$50</b>	<b>\$50</b>
<b>Cecil Powell (\$10 Match Secured)</b>			<b>\$90</b>		<b>\$90</b>	<b>\$10*</b>
<b>Beach Park (\$15 Match Secured)</b>				<b>\$15</b>	<b>\$15</b>	<b>\$15</b>
<b>DMLF Secured Revenue Total:</b>						<b>\$150</b>
<b>DMLF/KaBOOM Pending In-Kind Total:</b>						<b>\$25</b>
<b>DMLF Remaining Fundraising Goal</b>						<b>\$30</b>

### **Suggested Motion:**

“I move to approve the Agreement between the City of Des Moines and the Des Moines Legacy Foundation that will commit \$25,000 funding for the Des Moines Field House Play Area Project and \$50,000 funding for the Steven J. Underwood Memorial Park Play Area Project from the Des Moines Legacy Foundation 2018 “No Kids Left Inside” fund raising campaign, and authorize the City Manager to sign the Agreement substantially in the form as submitted.”

# City of Des Moines Boundaries







CFAC Draft

