

MOTION NO. 7783

A MOTION authorizing the county executive to enter into agreement with agencies and private parties to partially finance preliminary engineering and planning work for the 26th/28th Avenue South (South Access) road project.

WHEREAS, King County is an agent for the City of Seatac regarding public works projects until such a time as the city assumes control, and

WHEREAS the road project identified as 26th/28th Avenue South Parkway hereinafter called "South Access Project" is located within the city limits of the City of Seatac, and

WHEREAS, the South Access Project and a connector road from the South Access Project to Interstate 5 has regional transportation significance, and

WHEREAS, the City of Des Moines, City of Seatac, Port of Seattle, Washington State Department of Transportation and local improvement district participants will benefit from a cooperative effort to provide sufficient engineering, environmental and financial detail to define the project, the limits and the associated costs of the proposed roadway, and

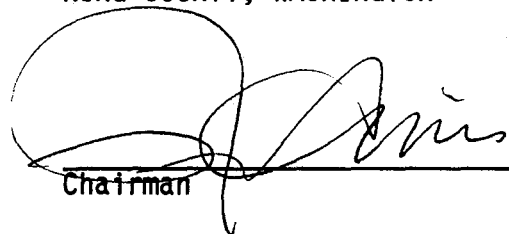
WHEREAS, funds in the amount of \$10,000 are available from the project line item entitled "Project Formulation" within the 1989 Capital Improvement Program;

NOW, THEREFORE, BE IT MOVED by the Council of King County:


A. The county executive is hereby authorized to enter into an agreement for the South Access Project to participate in the amount of \$10,000 to fund a portion of the preliminary engineering, environmental review, local improvement district boundary analysis and financing alternatives thereof, in substantially the same form as set forth in Exhibit A, as attached hereto and incorporated herein by this reference.

PASSED this 18th day of December, 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chairman

ATTEST:

  
Clerk of the Council

AGREEMENT

THIS AGREEMENT is dated, for reference purposes only, as of this 18th day of September, 1989, by and among the parties who have set forth their signatures on the signature pages hereto.

WHEREAS, the parties to this Agreement agree that integrated transportation planning for a south access route to Seattle-Tacoma International Airport, including a transportation connection to Interstate 5, and for related improvements to the surface road network in the area south of the Airport (the "South Access Project") are of vital importance; and

WHEREAS, the King County Council recently adopted the SeaTac Area Update Plan, which endorses the development of the South Access Project, to enhance access to Seattle-Tacoma International Airport and Interstate 5, and to serve the future development of preferred land uses in the "Business Park" area identified in the SeaTac Area Update Plan; and

WHEREAS, the parties recognize that joint participation between representatives of the agencies with jurisdiction and property owners in the area is essential in undertaking planning for the South Access Project and in seeking to achieve solutions to transportation issues in that area; and

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and/or financial participation, to allow this planning work to proceed; and

WHEREAS, the City of SeaTac is included herein as a signatory party because of its expected incorporation in 1990, pursuant to a public election authorizing such incorporation, in an area that includes a portion of the South Access Project area.

NOW, THEREFORE, the undersigned parties hereby enter into this Agreement to establish their respective roles in planning for the South Access Project:

1. Parties. The initial parties to this Agreement shall be as follows:

a. Agencies with Jurisdiction. Agencies with jurisdiction are those entities that exercise regulatory control over portions of the South Access Project:

Port of Seattle (POS)  
King County (County)

Washington State Department of Transportation  
(WSDOT)  
City of SeaTac (City)

b. Property Owners. Property owners are certain interested entities that own or lease property in the South Access Project area:

Pacific International Center Properties, Inc.  
Winmar Company, Inc.  
South SeaTac Development Company, Inc.  
Equitable Capital Group, Inc.  
Seattle Christian School  
Highline School District No. 401  
SeaTac Partners  
Alaska Airlines  
Port of Seattle

2. Description of Work and Study Area. The planning work to be undertaken pursuant to this Agreement is described in Exhibit A attached hereto. The study area for purposes of this planning work shall be the area shown in Exhibit B attached hereto.

3. Administration of Funds; Access to Records. Funds contributed by parties pursuant to this Agreement shall be collected, administered and disbursed by POS. POS shall maintain accurate records with respect to such funds. Disbursements by POS from such funds shall be in payment for services performed in accordance with the work described in Exhibit A. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the South Access Project shall be retained by POS for three years after completion of the South Access Project or termination of this Agreement. Copies thereof shall be furnished if requested.

4. Contributions to Planning Efforts. Each party shall contribute certain financial and/or other resources for the South Access Project. The parties' respective initial monetary contributions to the funding of planning work for the South Access Project are shown on Exhibit C attached hereto. Such initial contributions shall be paid within 90 days of the date

this Agreement becomes effective, as defined in Section 14 below, or, if the contributing party executes this Agreement after the effective date hereof, within 90 days of such execution; except that WSDOT shall be obligated to pay only after receipt of a request for payment of WSDOT's proportionate share, up to the amount of its initial contribution shown on Exhibit C, of planning work actually performed pursuant to this Agreement. Any party may, but is not required to, make additional contributions for the South Access Project at any time. Such initial and additional contributions shall be collected and administered by POS in accordance with the provisions of Sections 3 and 5 hereof.

Agencies with jurisdiction shall also contribute staffing and management resources to the planning work for the South Access Project described in Exhibit A attached hereto, as necessary to further the performance of such work.

5. Project Direction.

a. Steering Committee. Direction of the planning process for the South Access Project shall be conducted by a steering committee, the membership of which shall include a representative of each of the parties to this Agreement. More than one party may be represented by one steering committee member if all parties to be represented by that steering committee member consent to such joint representation. The steering committee shall meet regularly to administer the work described in Exhibit A and POS' administration of the Project, and to review the work performed by Project consultants. Steering committee members shall be paid, if at all, by their respective employers and shall not be paid from Project funds contributed pursuant to this Agreement.

b. County/City Jurisdiction. The County shall carry forward the process for road improvement district financing for those portions of the South Access Project not subject to POS jurisdiction until the effective date of the City's incorporation, at which time the County will turn the process over to the City to carry forward as local improvement district financing for such portions of the South Access Project.

c. Project Administration by POS. POS shall be the Project administrative agency with respect to selection, retention and ongoing oversight of Project consultants and collection and administration of Project funds.

6. Project Results. Project consultants will prepare and submit the results of their work to the South Access Project steering committee, which shall review such results and identify the next step that the steering committee believes should be undertaken concerning the Project.

7. Public Meetings. The steering committee shall hold periodic public advisory meetings on the status of the planning work for the South Access Project and to solicit public comment.

8. Contracting with Consultants and Appraiser. POS, with the recommendations and advice of the steering committee, will select and contract directly with a project coordinator, transportation engineer, consulting engineer, qualified appraisal firm, and such other consultants and services as may be necessary, for preliminary engineering work, special benefits analysis, and other preconstruction services for the South Access Project. POS shall not be required to obtain steering committee approval of the terms and conditions of individual consultant contracts and any amendments thereto, provided that said contracts and amendments thereto shall be within the scope of work described in Exhibit A hereto and shall provide for a cost not to exceed, an expense schedule for the work, a completion date, and termination provisions consistent with those set forth in this Agreement. POS shall, however, make all such contracts and amendments available to the steering committee.

9. Termination.

(a) Any party may terminate its rights and obligations under this Agreement by at least thirty (30) days' prior written notice to the other parties hereto. After such termination, the terminating party shall be entitled to reimbursement of funds contributed by it pursuant to this Agreement, less such party's pro rata share of any amounts expended or obligated as of the date of such termination for the performance of the planning work described in Exhibit A hereto. This Agreement shall continue in effect as to all non-terminating parties

(b) If not sooner terminated, this Agreement shall terminate two years from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Project funds contributed to POS to complete all payments to consultants hired under Section 8 above for work actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective initial contributions.

10. No Guaranty. Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the work outlined in Exhibit A or to provide funds in excess of those shown in Exhibit C; (b) to create any liability in any party hereto to fund, implement or construct any recommendations

resulting from the planning work performed pursuant to this Agreement by virtue of their participation in the planning process for the South Access Project; (c) to create any relationship of joint venturer or partnership among the parties; or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement.

11. No Reimbursement. The parties acknowledge that no party shall have a right under this Agreement to reimbursement of or credit for any funds paid pursuant hereto, except as provided in Section 9 above in the event of termination. The parties shall cooperate, however, in seeking to obtain reimbursement of or credit against assessments for such funds from any road improvement district or local improvement district formed to construct the South Access Project.

12. Ownership of Work Product. The parties agree that the special benefits study and all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work product and make full use of it. In addition, the parties shall seek to obtain review and approval of all work product under this Agreement from the King County Department of Public Works, the City of SeaTac subsequent to its incorporation, and any other agency with jurisdiction over the road or local improvement district.

13. Limitation of Liability. Neither the steering committee nor its members shall be responsible for the acts or omissions of POS or any consultants retained to provide services in connection with such planning work. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the planning work performed under this Agreement shall be equal to such party's initial contribution shown on Exhibit C.

14. Effectiveness. This Agreement shall be effective upon, and only upon, the execution hereof by all major contributors to the costs of the planning work described in Exhibit A. "Major contributors" shall mean each of the County, WSDOT, Equitable Capital Group, Inc., Pacific International Center Properties, Inc., Winmar Company, Inc., and POS.

15. Severability. The unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. Amendment. This Agreement contains the entire understanding of the parties with respect to the matters set

forth herein, and may not be modified except by a writing executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the South Access Project steering committee.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.

18. Counterparts. This Agreement may be executed in two or more counterparts.

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

PORT OF SEATTLE

ALASKA AIRLINES

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

SEATAC PARTNERS

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

WINMAR COMPANY, INC.

KING COUNTY

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

SOUTH SEATAC DEVELOPMENT COMPANY,  
INC.

CITY OF SEATAC

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

SEATTLE CHRISTIAN SCHOOL

EQUITABLE CAPITAL GROUP, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

HIGHLINE SCHOOL DISTRICT  
NO. 401

PACIFIC INTERNATIONAL CENTER  
PROPERTIES, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LU-184

09/18/89



## EXHIBIT A

**Scope of Services****1. Civil Engineering**

Conceptual design of roadway alignment alternatives; preparation of preliminary cost estimates; attendance at steering committee and public meetings.

**2. Special Benefit Analysis**

Determination of study area boundaries; data collection on each parcel within the boundary; establishment of assumptions and study methodology; estimates of right-of-way acquisition costs; preparation of preliminary assessment roll; attendance at steering committee and public meetings.

**3. Traffic Engineering**

Develop corridor-level traffic model; evaluate and refine alignment alternatives for conceptual design and cost estimating purposes; develop design hourly volumes; estimate traffic flow patterns; attendance at steering committee and public meetings.

**4. Financial Analysis**

Determine project financing requirements; propose a public-private financing strategy; brief Sea-Tac City Council regarding LID formation issues; assemble documents required for LID information; attendance at steering committee and public meetings.

**5. Public Involvement**

Coordinate and attend public meetings; work with POS staff to develop informational literature.

**6. Miscellaneous Professional Services**

Site planning, urban design, and legal analysis services as required by the steering committee.

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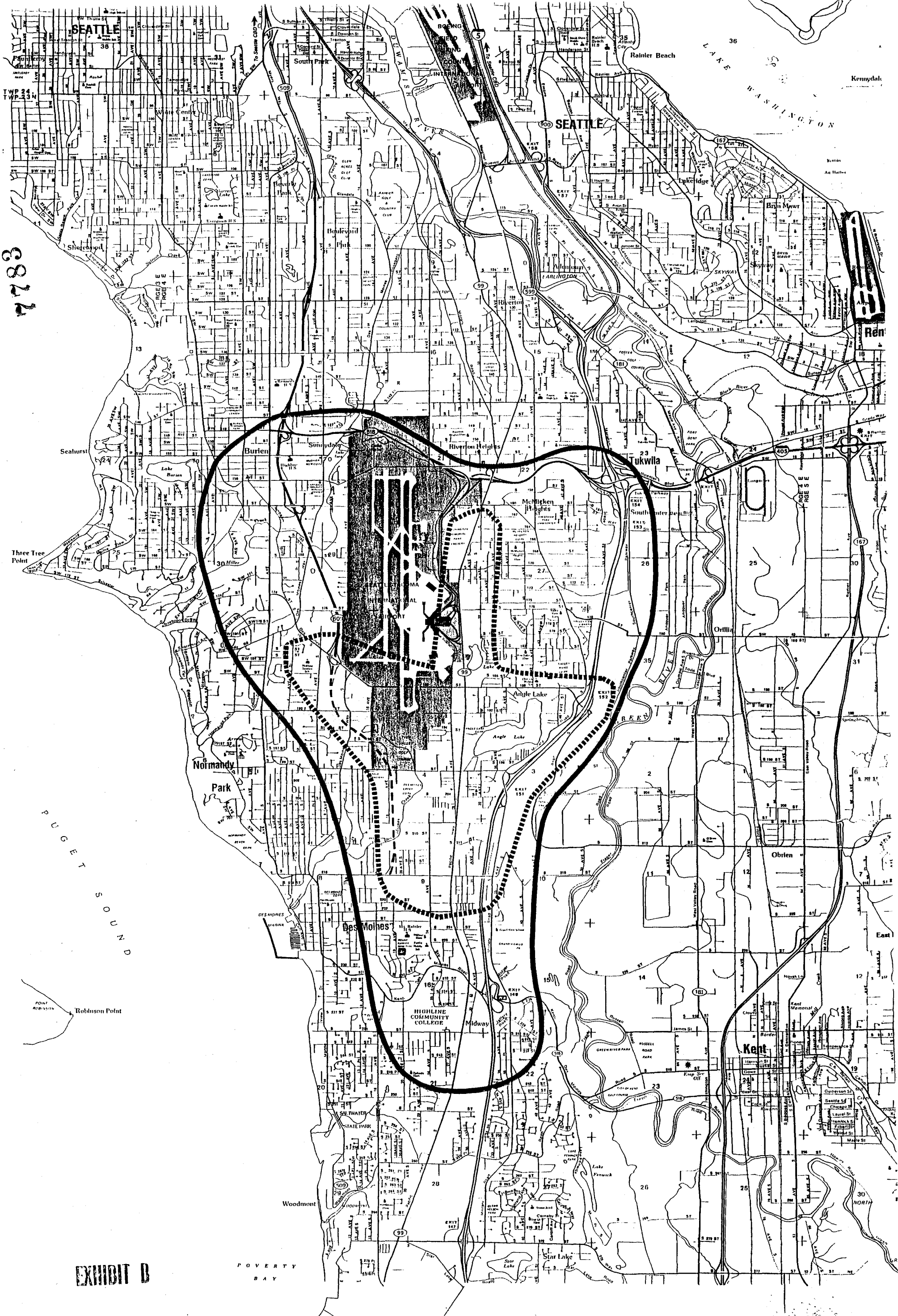


EXHIBIT B

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EXHIBIT C  
INITIAL CONTRIBUTIONS

<u>PARTY</u>	<u>INITIAL CONTRIBUTION</u>
Port of Seattle	\$65,000
Washington State Department of Transportation	5,000
Alaska Airlines	TBD
SeaTac Partners	TBD
Winmar Company, Inc. and South SeaTac Development Company (collectively)	65,000
King County	10,000
City of SeaTac	TBD
Seattle Christian School	TBD
Equitable Capital Group, Inc. and Pacific International Center Properties, Inc. (collectively)	65,000

TBD = To Be Determined

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