



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 9, 2006

Ordinance 15609

Proposed No. 2006-0414.2

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the county executive to
2 execute an interlocal agreement with the city of Auburn to
3 select a developer for a transit oriented development in the
4 downtown area of Auburn.

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7 **STATEMENT OF FACTS:**

- 8 1. The city of Auburn ("city") and King County ("county") are working
9 together to consolidate bus and rail transit facilities and create a transit
10 oriented development ("TOD") in downtown Auburn.
- 11 2. The city has identified its downtown district for more intensive
12 residential, retail and commercial development within walking distance of
13 countywide transit connections.
- 14 3. Demand for commuter rail and bus transit park-and-ride has grown at
15 the downtown Sounder garage and declined at the nearby Metro park-and-
16 ride lot next to the Auburn Airport ("15th Street Park and Ride lot").

17 4. The potential to move users of the county's 15th Street Park-and-Ride
18 lot, to the vicinity of the downtown Auburn Sounder garage will
19 consolidate park-and-ride facilities in the area for more efficient transit
20 operations.

21 5. The county currently provides bus service at the Auburn Transit Center
22 at the commuter rail station. Service to the Auburn 15th Street Park-and-
23 Ride lot could be reprogrammed to the Auburn Transit Center.

24 6. The 15th Street Park-and-Ride lot can be permitted for subdivision and
25 redevelopment for other uses, potentially as retail/commercial for the
26 private sector and airport runway extension for the city.

27 7. The city and county anticipate that the city will acquire a portion of the
28 15th Street Park-and-Ride lot in order to extend the runway at the city's
29 airport.

30 8. The city and the county agree that it would benefit both parties to
31 cooperate in the selection of a developer with whom the county could
32 negotiate for replacement parking spaces for the users of the 15th Street
33 Park-and-Ride lot.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The county executive is hereby authorized to enter into an interlocal
36 agreement, substantially the form of the agreement attached, with the city of Auburn for
37 transit oriented development in the downtown area of Auburn.

38 SECTION 2. The appropriate county officials, agents and employees are hereby
39 authorized to take all actions necessary to implement the agreement and all actions

40 heretofore taken by county officials, agents and employees consistent with the terms and
41 purposes of the agreement are hereby ratified, confirmed and approved.

42 SECTION 3. If any one or more of the covenants or agreements provided in this
43 ordinance to be performed on the part of the county shall be declared by any court of
44 competent jurisdiction to be contrary to law, then the covenant or covenants, agreement
45 or agreements, are null and void and shall be deemed separable from the remaining

46 covenants and agreements of this ordinance and shall in no way affect the validity of the
47 other provisions of this ordinance or of the agreement.

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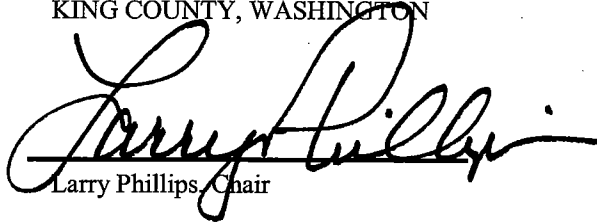
Ordinance 15609 was introduced on 9/25/2006 and passed by the Metropolitan King
County Council on 10/9/2006, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Ferguson, Mr.
Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson

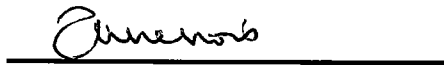
No: 0

Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

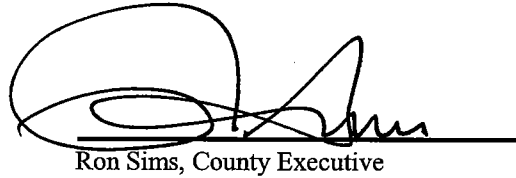

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 20 day of OCTOBER, 2006.


Ron Sims, County Executive

Attachments A. Interlocal Agreement Between King County and the City of Auburn Relating to the
Issuance of an RFQ for Parking Stalls, dated September 27, 2006

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CLERK
KING COUNTY COUNCIL

ATTACHMENT A**September 27, 2006****INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF AUBURN**

Relating to the Issuance of an RFQ for Parking Stalls

This Agreement is made and entered into this _____ day of _____, 2006, by and between the City of Auburn, hereinafter called "City", and King County, hereinafter called "County".

Transit Oriented Development (TOD) is a County program to promote transit supportive land uses including mixed-income residential, retail, and other pedestrian friendly, non auto-oriented development adjacent to County transit facilities.

1. The County is pursuing TOD, which includes housing and other land uses that increase transit usage, at various park and ride lot locations within King County;
2. The City is actively promoting development in its downtown near the present Sound Transit Sounder commuter garage ("downtown Sounder garage") by making substantial investments in transportation infrastructure, providing relief from certain fees and taxes, accommodating higher density and streamlining review processes;
3. The County and the City are actively discussing a TOD project in the vicinity of the downtown Sounder garage;
4. The County currently owns and operates an 8.3-acre, approximately 358-stall park-and-ride lot on 15th Street NE just south of the Auburn Airport. Utilization of the lot is currently about 200 stalls per day;
5. The County is willing to relocate parking from the 15th Street Park & Ride lot to the vicinity of the downtown Sounder garage, if the 15th Street Park & Ride lot is declared surplus and sold at fair market value to the City, a third party developer, or a portion of the property to each;
6. The City is willing to take the lead in identifying and encouraging potential developers of a TOD project on private land in the vicinity of the downtown Sounder garage;

7. The County is willing to negotiate for acquisition of 100 parking stalls with the potential TOD developer. It is intended that the acquisition of the parking, which will be available for commuters but may be used to support the development after hours, will serve as an incentive supporting a TOD project;
8. Both parties would benefit from development that would bring a TOD project into downtown Auburn; and
9. The parties wish to establish terms for issuing a Request for Qualifications (RFQ) and to evaluate subsequent Proposals) for a TOD project on private land in the vicinity of the downtown Sounder garage ("Auburn Station").

NOW, THEREFORE, the City and the County hereby agree as follows:

1. REQUEST FOR QUALIFICATIONS

- 1.1 The City shall develop and issue a Request for Qualifications ("RFQ") soliciting qualifications from firms for a development of private land in downtown Auburn.
- 1.2 The County must approve the RFQ prior to issuance by the City.
- 1.3 The RFQ must be held open for a minimum of 21 days following issuance.

2. EVALUATION OF RESPONSES

- 2.1 The City shall collect the qualifications.
- 2.2 The qualifications shall be evaluated by a selection committee comprised of two voting members appointed by the County and two voting members appointed by the City. The committee shall select a firm or firms from which to request proposals.

3. PROPOSALS

- 3.1 Proposals shall be requested of the firm or firms selected in 2.2 above. Requirements for the proposal will include, but not be limited to, the following:
 - a. Be within one block of the downtown Sounder garage.
 - b. Include at least 100 parking stalls built to the County's specifications that could be leased or otherwise acquired by the County for use by commuters during normal commute periods between 5 am and 7 pm weekdays, but which the developer may use to support its project during off-commute periods.

- c. Comprised of a mix of for-purchase residential and office or retail use.
 - 3.2 The proposals shall be evaluated on a scoring system used to evaluate the proposals based on the following:
 - a. Cost per stall
 - b. Proximity to the downtown Sounder Garage.
 - c. Utility for commuter use.
 - d. Conformance with Auburn's Downtown Plans, Zoning and Standards.
 - e. Affordability standards for for-purchase housing units with 60% of units affordable to those making 120% of the King County median income.
 - 3.3. Proposals shall be evaluated by the same selection committee identified in Section 2.2 above.
 - 3.4 The recommendations of the selection committee shall be referred to the Auburn City Council for approval by resolution. The City shall notify the selected respondent and, if applicable, the alternate respondent.
 - 3.5 The County shall negotiate acquisition of the commuter parking stalls with the selected respondent in good faith. However, the County is under no obligation to enter into an agreement with the selected respondent.
 - 3.6 If no agreement is reached between the County and the selected respondent, the City may proceed with the proposal without County involvement, select the next most qualified respondent, reissue the RFQ or issue an RFP or decide to abandon the project. If the City decides to have the County negotiate with the alternate respondent, the County shall negotiate with the respondent in good faith with no obligation to enter into an agreement with the respondent. If the City decides to reissue the RFQ, the proposals shall be evaluated the same as the initial RFQ process. However, the selection committee shall only recommend a selected respondent to the Auburn City Council. If after good faith negotiations, the County fails to reach agreement with that respondent, the City may proceed with the proposal without County involvement or abandon the project.
4. CITY INCENTIVES
- 4.1 The City shall provide development incentives to the selected respondent to the extent allowed under the City's Downtown Plans, Zoning, Standards, other City code provisions and by law.
5. CITY (AIRPORT FUND) INTENT TO PURCHASE AIRPORT SITE

5.1 The City (Airport Fund) intends to seek to purchase a portion of the 15th Street Metro Park-and-Ride lot once the County has declared it to be surplus to its needs and upon delivery to the County of the replacement stalls by the selected developer. The County has assumed the City would purchase a portion of the 15th Street lot and a third party developer would purchase the remainder of the 15th Street lot as a necessary component of the County's agreement to invest in a TOD development in the downtown.

6. COST OF RFQ/SELECTION PROCESS

6.1. The City shall issue the RFQ, evaluate qualifications statements, evaluate proposals, and process applications to the City for permits and other project approvals at its sole cost other than the staff time of the County's representation on the selection committee

7. TIMING

7.1 The parties shall endeavor to meet the following schedule:

- a. Complete RFQ for County review by September 29, 2006
- b. Issue RFQ by October 16, 2006
- c. Deadline for Submitting RFQs by November 6, 2006.
- d. Select firms for more detailed proposals by November 17, 2006
- e. Review proposals and make recommendations by January 12, 2007
- f. Receive City Council approval by February 20, 2007
- g. Complete negotiations between County and selected respondent by March 30, 2007

8. INDEMNIFICATION

The County and City shall indemnify, defend, and hold the other harmless to the extent of the indemnitor's negligence as permitted under Washington law.

9. AUDITS AND INSPECTIONS

The records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. DEFAULT

Any failure on the part of the City or County to perform or comply with the terms of this agreement shall constitute default of this agreement.

11. TERMINATION

11.1. In the event of any default by the City, the County may immediately terminate this agreement.

11.2 In the event of any default by the County, the City may immediately terminate this agreement.

11.3 In the absence of a default, either party may initiate a process to terminate this agreement as follows:

The party desiring to terminate the Interlocal Agreement shall provide fourteen (14) days written notice to the other party. If payment from the City pursuant to this agreement has been made, a prorated amount negotiated by the parties will be reimbursed to the City.

12. WAIVER AND AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.

13. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by written addenda or amendments, which have been agreed upon and signed by both parties. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

14. ADMINISTRATION OF AGREEMENT

The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The representatives shall meet as needed to resolve conflicts. Either party is authorized to convene a meeting with a minimum of ten (10) working days of the meeting held to discuss a conflict. Should the representatives be

unable to resolve a conflict, the matter shall then be referred to the Planning, Building and Community Director and the Assistant Director of the King County Department of Transportation, who shall strive to resolve the conflict.

15. LEGAL RELATIONS

This Interlocal Agreement does not create, nor is intended to create, a joint venture between the parties hereto or a contractual relationship with, or exist for the benefit of, any third party. Neither party hereto acts, intends to act, or directs its employees, officials, or volunteers, to act as an employee or subcontractor of the other party.

16. NOTICES.

Except as otherwise provided herein, required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the post-mark time and date, or to such other place as may hereafter be designated by either party in writing:

If to COUNTY, to: Ron Posthuma, Assistant Director
King County Department of Transportation
201 South Jackson Street
Seattle, Washington 98104

If to CITY, to: Mayor Peter B. Lewis
25 West Main Street
Auburn, Washington 98001

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

17. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Auburn

King County Executive

Mayor

Date
Approved as to Form:

Date
Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date