



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 4, 2011

Ordinance 17203

Proposed No. 2011-0343.2

Sponsors Ferguson

1 AN ORDINANCE authorizing the King County executive
2 to execute amendments to the regional live-fire training
3 facility interlocal agreement and the incorporated
4 memorandum of agreement.

5 STATEMENT OF FACTS:

6 1. In 1997, King County entered into an interlocal agreement with the
7 state of Washington, Snohomish county and the Port of Seattle to form a
8 consortium to develop and operate a regional live-fire training facility for
9 aviation training. In a separate memorandum of agreement among the
10 parties and incorporated into the interlocal agreement, the Boeing
11 Company was established as a full participant in the consortium for the
12 regional fire facility. The facility is located in North Bend, Washington.
13 2. Consortium members pay two types of fees: use fees and premium
14 fees. Use fees help pay for maintenance and operations costs of the
15 facility. The premium fee has been split with half going to pay for
16 maintenance and operations and half earmarked for eventual
17 decommissioning of the facility at the end of its useful life. The
18 amendment to the interlocal agreement and the memorandum of

19 agreement will allow the entire premium fee to be used for maintenance
20 and operations of the live-fire training facility.

21 3. The state of Washington has agreed to assume all costs and liability
22 associated with decommissioning the facility when it reaches its life
23 expectancy and to relieve the other consortium participants of this cost and
24 liability. An amendment is required for both the interlocal agreement and
25 the memorandum of agreement to reflect this change in fee usage and to
26 accommodate this change in operations.

27 4. All the parties, with the exception of King County, have signed the
28 interlocal agreement amendment and the memorandum of agreement
29 amendment.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

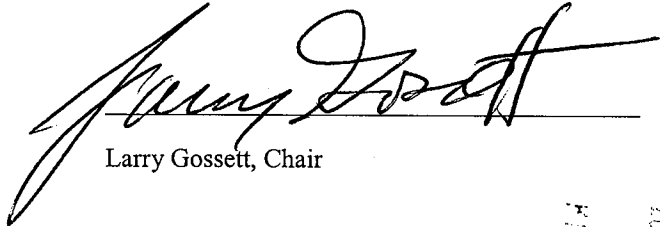
31 SECTION 1. The King County executive is authorized to execute amendments to
32 the interlocal agreement, substantially in the form of Attachment A to this ordinance, and
33 amendments to the incorporated memorandum of agreement, substantially in the form of

34 Attachment B to this ordinance, and to execute any other documents and instruments that
35 are necessary.
36

Ordinance 17203 was introduced on 8/15/2011 and passed by the Metropolitan King County Council on 10/3/2011, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson,
Ms. Lambert, Mr. Ferguson and Mr. McDermott
No: 0
Excused: 2 - Mr. Phillips and Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



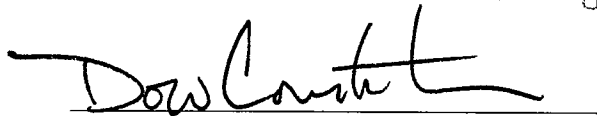
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of OCTOBER, 2011.



Dow Constantine, County Executive

RECEIVED
2011 OCT -7 PM 4:18
CLERK
KING COUNTY COUNCIL

Attachments: A. Amendment to the Interlocal Agreement for Regional Live-Fire Training Facility, B. Amendment No. 1 to the Memorandum of Agreement for a Regional Live-Fire Training Facility

ATTACHMENT A

Amendment to the Interlocal Agreement
for Regional Live-Fire Training Facility

WSP Contract No. C960079GSC
Amendment 1

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR
REGIONAL LIVE-FIRE TRAINING FACILITY**

This Amendment to the Interlocal Agreement for a Regional Live-Fire Training Facility is between the Washington State Patrol ("WSP"), the Port of Seattle ("Port"), King County ("King"), Snohomish County ("Snohomish") and the Washington State Department of General Administration ("GA"); and amends that certain Interlocal Agreement dated June 16, 1997 (the Agreement) between the parties.

Whereas, the parties entered into the Agreement;

Whereas, the parties now wish to amend the Agreement;

Now therefore, the parties hereby agree to amend the Agreement as follows:

1. Section 4(d)(iii) of the Agreement is hereby revised to the following:

"The premium shall be used by WSP for repairs and improvements to the Facility and Equipment."

2. A new subsection (k) is hereby added to Section 5 of the Agreement as provided below:

"De-commissioning: WSP shall be responsible for de-commissioning the Facility including all costs associated therewith, at the conclusion of this Agreement."

Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

This Amendment to the Interlocal Agreement for a Regional Live Fire Training Facility is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

For the Washington State Patrol:

For the Port of Seattle:

Signature Date

Signature Date

Name and Title

Name and Title

For King County:

For Snohomish County:

Signature Date

Signature Date

Name and Title

Name and Title

State of Washington
Department of General
Administration

Signature Date

Name and Title

Amendment No. 1 to the Memorandum
of Agreement for a Regional Live-Fire
Training Facility

17203

ATTACHMENT B

**Amendment No. 1 to the Memorandum of Agreement for
a Regional Live-Fire Training Facility**

This Amendment No. 1 to the Memorandum of Agreement for a Regional Live-Fire Training Facility dated June 16, 1997 (MOU) is by and between the Port of Seattle, a municipal corporation of the State of Washington (Port); King County (King); Snohomish County (Snohomish); the Washington State Patrol (WSP); the Washington State Department of General Administration (GA); and The Boeing Company (Boeing); and amends the MOU between the parties.

Whereas the parties entered into the MOU;

Whereas the parties now wish to amend the MOU to include Amendment 1 to the Interlocal Agreement Regional Live-Fire Training Facility;

Now, therefore, the MOU is hereby amended as follows:

- 1) The MOU is hereby amended to include the terms of Amendment 1 to the Interlocal Agreement Regional Live Fire Training Facility between the Port, King, Snohomish, WSP and GA as attached hereto as Exhibit 1.
- 2) Except as provided herein, all other terms and conditions of the MOU remain unchanged.

In witness whereof, the parties have caused this Amendment to be executed and effective as of the date and year first set forth above.

State of Washington
Washington State Patrol

Port of Seattle

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

King County

Snohomish County

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

State of Washington
Department of General
Administration

The Boeing Company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____