

5/9,  
March 25, 1986

INTRODUCED BY PAUL BARDEN

PROPOSED NO. 86-289

MOTION NO. 6569

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A MOTION approving a proposed agreement between King County and the Port of Seattle on the North Sea-Tac Park Master Plan Update.

WHEREAS, King County is preparing a community plan update for the area immediately to the north and south of the Sea-Tac airport, and

WHEREAS, an important part of this planning process is updating the 1979 North Sea-Tac Park Master Plan, and

WHEREAS, King County and the Port of Seattle have agreed to work in conjunction with community representatives to evaluate demand for recreational uses and space requirements with respect to other potential uses of the land, determine the most appropriate boundaries for the park, and update the 1979 Park Master Plan accordingly, and

WHEREAS, King County and the Port of Seattle desire to cooperate in an expeditious manner to update the 1979 Park Master Plan;

NOW, THEREFORE, BE IT MOVED, by the Council of King County:  
The King County council approves the provisions of a proposed agreement in substantially the same form as attached hereto by and between King County and the Port of Seattle on the North Sea-Tac Park Master Plan Update and authorizes the King County executive to sign an agreement.

PASSED this 16th day of June, 1986

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Audrey Greger  
Chair

ATTEST:

Jane M. Owens  
Clerk of the Council

The work described below will be undertaken under the supervision of King County Planning Division, in coordination with the Parks Division and the Port of Seattle Aviation Division. The consultant will be responsible for developing community and public agency consensus on objectives of this process, park boundaries and design. The consultant will also be responsible for developing a North Sea-Tac Park Master Plan which includes four major elements: adaptation and application of the California Airport Land Use Committee Report to the study area; a park land use and facilities plan; an implementation plan; and an operations plan. Specific tasks falling under each major work element are identified below.

**A. Public Process and Negotiation Tasks**

1. Convene discussions among interested parties to facilitate consensus on issues, goals, and alternatives.
2. With Planning staff, set agendas for and participate in citizens' advisory committee/issue group and technical advisory committee meetings.

**B. Park Land Use and Facilities Plan Tasks**

1. Prepare an update of the land use inventory of the North Sea-Tac Park area.
2. Analyze demand for recreational uses in the Sea-Tac area.
3. Analyze appropriateness of park boundaries in relation to compatibility with adjacent land uses.
4. Recommend park boundaries, given demand and compatibility factors in previous tasks, and financial resources for development and maintenance of the park, determined in (C) and (D) below.
5. Recommend alternative recreational uses and facilities for area located within park boundaries identified in previous tasks, including the Morasch House. The consultant's recommendations must reflect consideration of the report prepared for the Airport Land Use Committee in California.

**C. Park Implementation Plan Tasks**

1. Identify support facilities (access, utilities, etc.) necessary for the park land use plan to be implemented.
2. Prepare schematic drawings of the recommended park land use and facilities plan, showing locations of all programmed items.
3. Develop a program for phased development of the recommended park plan.
4. Develop all capital cost estimates for the recommended park plan.
5. Determine potential sewer needs of the recommended park plan and identify which existing sewer lines would be preferable to maintain.

6. Analyze financial opportunities and constraints involved in park development. Research available public and private financing techniques and develop feasible optional financing strategies for park development.
7. Analyze relative value of land parcels under consideration for exchange between King County and the Port of Seattle. Work with the appropriate County offices in obtaining certified land appraisals according to principles employed by the Port of Seattle and King County and a determination of "equivalent value" acceptable to the King County Prosecuting Attorneys' Office consistent with the requirements of the "Forward Thrust" bond ordinance and the Port of Seattle requirements pursuant to federal funding limitations.

D. Park Operations Plan Tasks

1. Develop a long term operations and maintenance plan for the recommended park.
2. Prepare detailed annualized operation and maintenance standards approved by the Parks Division.
3. Determine alternative methods for operating and maintaining the recommended park. The alternatives should compare relative funding capabilities and efficiencies of operations and maintenance, given the opportunities and constraints of King County Parks Division; the Port of Seattle; or private, nonprofit or volunteer organizations, as exemplified by the Greater Highline Community Parks Board.

CP033/Misc/2

6/2	6/30	7/28	8/25
<ul style="list-style-type: none"> <li>◆ NOTICE TO PROCEED</li> <li>▲ A1 IDENTIFY CRITERIA &amp; ISSUES</li> <li>▲ B1 PREPARE LAND USE INVENTORY UPDATE</li> <li>▲ E2 ANALYZE RECREATION DEMAND</li> <li>▲ C6 ANALYZE FINANCING OPPORTUNITIES &amp; CONSTR</li> <li>◆ TECH. MEMO # 1</li> </ul>	<ul style="list-style-type: none"> <li>▲ A.2 WORKSHOP # 1 STATEMENT OF ISSUES</li> <li>▲ B2 ANALYZE PARK BOUNDARIES: ADJACEN</li> <li>◆ TECH. MEMO # 2</li> </ul>	<ul style="list-style-type: none"> <li>▲ A.3 WORKSHOP # 2 RE</li> <li>▲ C1 IDENTIFY SUPPORT</li> <li>▲ B4 RECOMMEND PARK</li> <li>▲ B5 RECOMMEND ALTER</li> <li>◆ TECH. MEMO</li> </ul>	<ul style="list-style-type: none"> <li>▲ A.4 Y</li> <li>▲ C2 RT</li> </ul>

**MEMORANDUM OF AGREEMENT**  
on  
North Sea-Tac Park Master Plan Update  
between  
Port of Seattle  
and  
King County

6569

This Memorandum of Agreement is entered into by and between King County herinafter referred to as the "County") and by the Port of Seattle herinafter referred to as the "Port").

THEREFORE, the parties to this Agreement hereby join together in the following manner for the purpose of coordinating their activities related to updating the North Sea-Tac Park Master Plan.

Section 1 - Scope of Services

- a) The Port hereby authorizes the County, upon the terms and conditions contained herein to perform services in connection with updating the Sea-Tac Park Master Plan.
- b) This agreement is intended to include and provide for the services specified in Exhibit A - Consultant Responsibilities. The County shall be responsible for providing services as defined in Exhibit A. Amendments and extensions to the services specified in Exhibit A as may be mutually agreed upon shall be as provided for in Sections 6 and 7 of this agreement.
- c) The County shall make a good faith effort to provide sufficient notice of impending requests for review of recommendations. The Port shall make a good faith effort to expeditiously review all recommendations.
- d) Port staff when authorized by the County project manager may directly contact the consultant conducting the Master Plan Update.

Section 2 - Management

- a) To facilitate the implementation of this Agreement, the Port shall identify a Project Coordinator, who shall be responsible for the overall coordination of the Port's involvement with the Sea-Tac Park Master Plan Update.

- b) With adequate notice from the County, the Port shall make available all documents, data and other reports within the Port's control and reasonably required by the consultant in connection with the Sea-Tac Park Master Plan Update except to the extent that such records are exempt from disclosure pursuant to the provisions of RCW Chapter 42.17. The County shall provide information to the consultant in the same manner.
- c) The County project manager shall be responsible for administration and management of the Sea-Tac Park Master Plan Update project.

#### Section 3 - Compensation

- a) The County will appropriate up to a maximum of \$30,000 for this project.
- b) The Port agrees to reimburse the County for 1/3 of all costs incurred by the County for providing the services described in Exhibit A and performed pursuant to this agreement up to a maximum of \$10,000.
- c) The County and the Port will jointly concur when phases or major work products of the park master plan update have been completed satisfactorily. Upon completion of the project, the Port will reimburse the County in one lump sum payment.

#### Section 4 - Records and Audits

- a) The County shall maintain separate accounts and records which adequately identify and account for all costs pertaining to all matters covered by this agreement. Copies of the fiscal documentation must be maintained and available for audit and inspection in a separate filing system or other records maintenance system for a period of three (3) years following final payment under this agreement; provided that this requirement shall not be deemed to relieve either party of any obligations otherwise imposed by state or local law regarding the retention of public records.

- b) The County shall permit the authorized representative of the Port to inspect and audit all data and records relating to its performance under this Agreement, except to the extent that such records are exempt from disclosure pursuant to the provisions of RCW Chapter 42.17.

#### Section 5 - Prohibited Interest

No member, officer, or employee of the County or Port during his tenure or one (1) year thereafter, shall have any direct or indirect interest in this Agreement or the proceeds thereof.

#### Section 6 - Changes

Either party may request changes to this Agreement including changes or additions to the scope of services, terms of performance, or payment and reporting standards provided hereunder. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement after approval under the parties' established procedures.

#### Section 7 - Extension

This Agreement may be extended to include additional work items as may be mutually agreed upon and shall be incorporated by written amendments to this Agreement under the parties' established procedures if no costs above \$30,000.00 are incurred.

#### Section 8 - Termination

- a) This Agreement may be terminated upon sixty (60) days prior written notice by either party with or without cause. All obligations under this agreement shall cease on the date of written termination notice, provided however, that in the event of any such termination, the County shall be paid subject to the provisions of Section 3 for project services performed by the County in accordance with this Agreement.
- b) Otherwise, this project shall be satisfactorily completed and this Agreement shall terminate on December 31, 1986 unless extended by mutual written agreement of the parties pursuant to Sections 8 or 9 of this Agreement.

Section 9 - Liabilities

No liability shall attach to the County or PORT by reason of entering this Agreement except as expressly provided herein.

Section 10 - Execution and Issuance of Documents

This agreement shall be executed in four counterparts, any of which shall be regarded for all purposes as one original.

Section 11 - Entirety

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire understanding and contract between the parties.

KING COUNTY

ATTEST

BY: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Approved as to Form

PORT OF SEATTLE

ATTEST:

BY: \_\_\_\_\_

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

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

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

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

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Approved as to Form