

RESOLUTION NO. 3507

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer and the Managing Director, Aviation Division to execute an amendment to the Interlocal Agreement with the Cities of Burien, SeaTac, and Normandy Park, King County and the Washington State Department of Transportation (WSDOT) to add Normandy Park as a party, reduce the percentage of financial contribution from WSDOT and increase the percentage of financial contribution from Normandy Park and authorize the Chief Executive Officer to execute future, administrative amendments to the Interlocal Agreement.

WHEREAS, the Port of Seattle ("Port") is a party to the 1999 Interlocal Agreement with the Cities of SeaTac and Burien, King County and WSDOT to develop a scope of work and share the costs for development of a Miller Creek Basin (Plan), and

WHEREAS, WSDOT would like to reduce its role as a participant and reduce the amount of its financial contribution for the development of the Miller Creek Basin Plan, and

WHEREAS, the parties and the City of Normandy Park would like to add the City of Normandy Park as a party to the agreement and have the City of Normandy Park assume most of WSDOT's financial obligations to develop the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

Section 1. The Chief Executive Officer is hereby authorized to execute an amendment to the Miller and Salmon Creek Basin Plan Development Interlocal Agreement of 1999 that authorized the Port to enter into an agreement with the Cities of Burien and SeaTac and King County and WSDOT to develop a basin plan for Miller and Salmon Creeks. This amendment will add the City of Normandy Park as a party, require the City of Normandy Park to contribute 9% of the costs of the

project and will reduce WSDOT's financial contribution from 10% to 1%. A copy of this amendment is attached to this resolution as Attachment A and is incorporated by reference.

Section 2. The Chief Executive Officer is further authorized to execute such administrative amendments to the 1999 Miller Creek Basin Plan Interlocal Agreement as may be agreed upon by the parties from time to time. The Chief Executive Officer shall advise the Commission of all such amendments within thirty (30) days of the date of execution. The Chief Executive Officer is further authorized to take appropriate action to implement the terms of the Miller Creek Basin Plan Interlocal Agreement.

Section 3. A copy of the final executed amendment to the 1999 Interlocal Agreement shall be attached to this Resolution as Attachment B.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 24th day of June, 2002 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

Patricia Davis PATRICIA DAVIS
Paige Miller PAIGE MILLER
Bob Edwards BOB EDWARDS

Port Commission

Attachment "A" to Resolution No. 3507

**FIRST AMENDMENT TO THE MILLER AND SALMON CREEK BASIN PLAN
DEVELOPMENT INTERLOCAL AGREEMENT**

This First Amendment to the Miller and Salmon Creek Basin Plan Development Interlocal Agreement ("First Amendment") amends that certain Miller and Salmon Creek Basin Plan Development Interlocal Agreement ("Agreement"), entered into on December 15, 2002, by King County, the City of Burien, the City of SeaTac, the Port of Seattle, and the State of Washington, as represented by its Department of Transportation ("WSDOT") (collectively the "Parties"). The Parties now desire to amend the Agreement to provide for an additional party, the City of Normandy Park, to take part in the development of the Miller and Salmon Creek Basin Plan ("Basin Plan"), and to provide for reduced participation by the State of Washington.

WHEREAS, the Parties entered into the Agreement in order to jointly prepare and share costs in the development of the Basin Plan, including those costs incurred prior to execution of the Agreement, and have conducted initial work on the Basin Plan since early in the year 2002; and

WHEREAS, the Agreement provides that additional parties may be added under the Agreement through written amendment of the Agreement; and

WHEREAS, the Parties and Normandy Park desire to now include Normandy Park as a party to the Agreement; and

WHEREAS, WSDOT desires to reduce its role as a participant in the development of the Basin Plan; and

WHEREAS, the Parties are in agreement that WSDOT may have a reduced role in the development of the Basin Plan as more fully set forth in this First Amendment; and

WHEREAS, the parties have authority to enter into and to amend interlocal agreements under RCW 39.34, the Interlocal Cooperation Act;

NOW, THEREFORE, the Parties mutually agree that the Agreement shall be amended as set forth in Paragraphs 1 through 7 below. Words to be deleted from the Agreement by this First Amendment are indicated below as a strikethrough; words to be added to the Agreement by this First Amendment are indicated below as underlined text.

1. The First Paragraph of the Agreement (Agreement Preamble) is amended to read as follows:

This Agreement is entered into by King County, Washington (hereinafter "King County"), the City of Burien (hereinafter "Burien"), the City of SeaTac (hereinafter "SeaTac"), the Port of Seattle (hereinafter the "Port"), the City of Normandy Park, and the State of Washington, Department of Transportation (hereinafter "WSDOT"), collectively referred to as the "Parties," for the purpose of preparing a basin plan for the Miller and Salmon Creek Basins, hereinafter referred to singularly as the "Basin."

2. Article II. (Basin Plan Description), Section C. is amended to read as follows:

C. When completed, the Basin Plan will be presented to the legislative authorities of King County, Burien, SeaTac, Normandy Park, and the Port for adoption. Upon adoption, the Basin Plan will serve as a policy framework for the adopting entities to guide decisions and appropriations regarding surface water capital improvements, fish habitat improvements, drainage regulations, enforcement and maintenance, land use, zoning, and/or other related actions identified by the Basin Plan as contributing significantly to existing and future problems. WSDOT will not conduct a formal Basin Plan adoption process, which is not required for WSDOT to consider and participate in the Basin Plan implementation strategies.

3. Article IV. (Project Management), Section B. is amended to read as follows:

B. One representative to the PMT will be appointed by each of the Parties, as follows: for King County, by the Manager of King County's Water and Land Resources Division; for Burien, by the Director of the Public Works Department; for SeaTac, by the City Manager; for the Port, by the Director of Aviation Facilities; for Normandy Park, by the City Manager; and for WSDOT, by the Administrator of the Office of Urban Corridors. Involvement of additional staff from any of the Parties in support of the PMT is welcome. Participation in the PMT is the responsibility of each party and is not included in total Project costs.

4. Article V (Responsibilities), Section B. is amended to read as follows:

B. Burien, SeaTac, the Port, Normandy Park, and WSDOT shall each provide: 1) a representative to serve on the PMT and staff to support the PMT member; and 2) water quality, fisheries, and stream flow data previously collected; complaint and

problem identification information; and land use and zoning maps and other information needed for modeling and analysis.

5. Article VI.(Costs), Section A. is amended to read as follows:

A. Agreement cost shares: The Parties agree to pay the following percentages of the cost-shared budget of the Project:

Burien	50%
SeaTac	5%
Port	10%
King County	25%
WSDOT	10% 1%
<u>Normandy Park</u>	<u>9%</u>

6. Article VI. (Costs), is amended by adding a new section E. as follows:

E. In addition to the amounts provided for in Section A of this Article VI, Normandy Park shall pay a latecomer fee of \$4,000 to cover additional administrative costs.

7. Article VII. (Billing and Payment), Section A. is amended to read as follows:

A. King County shall bill the other Parties quarterly on itemized invoices for their shares of the reimbursable Project costs. King County shall bill Normandy Park for the \$4,000 latecomer fee on the first invoice issued to Normandy Park.

All other terms of the Agreement are unaffected by this First Amendment and shall remain in full force and effect. This First Amendment shall be effective upon signature of all of the Parties and by the City of Normandy Park, and may be executed in multiple counterparts, each of which shall constitute an original.

Approved as to Form

King County:

By: _____

By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form

By: _____

Title: _____

City of Burien:

By: _____

Title: _____

Approved as to Form

By: _____

Title: _____

City of SeaTac:

By: _____

Title: _____

Approved as to Form

By: _____

Title: _____

Port of Seattle:

By: _____

Title: _____

Approved as to Form

By: _____

Title: _____

WSDOT:

By: _____

Title: _____

Approved as to Form

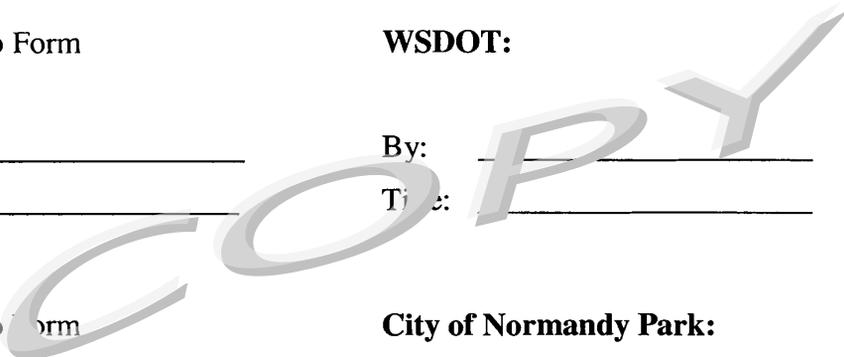
By: _____

Title: _____

City of Normandy Park:

By: _____

Title: _____



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DEVELOPMENT INTERLOCAL AGREEMENT**

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WHEREAS, the Agreement provides that additional parties may be added under the Agreement through written amendment of the Agreement; and

WHEREAS, the Parties and Normandy Park desire to now include Normandy Park as a party to the Agreement, and;

WHEREAS, WSDOT desires to reduce its role as a participant in the development of the Basin Plan; and

WHEREAS, the Parties are in agreement that WSDOT may have a reduced role in the development of the Basin Plan as more fully set forth in this First Amendment; and

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A. King County shall bill the other Parties quarterly on itemized invoices for their shares of the reimbursable Project costs. King County shall bill Normandy Park for the \$4,000 latecomer fee on the first invoice issued to Normandy Park.

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Approved as to Form

By: [Signature]
Title: Deputy Prosecuting Attorney

King County:

By: [Signature]
Title: King County Executive

Approved as to Form

By: _____
Title: _____

City of Burien:

By: [Signature]
Title: Deputy City Manager

Approved as to Form

By: Robert L McAdams
Title: CITY ATTORNEY

City of SeaTac:

By: Bruce Rayburn
Title: Bruce Rayburn, City Manager

Approved as to Form

By: _____
Title: _____

Port of Seattle:

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

WSDOT:

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Normandy Pa

By: _____
Title: _____

COPY

Approved as to Form

City of Burien:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

City of SeaTac:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

Port of Seattle:

By: *Israel M. Lopez*
Title: *Senior Port Counsel*

By: *Michael D. Altman*
Title: *Deputy Managing Director*

Approved as to Form

WSDOT:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

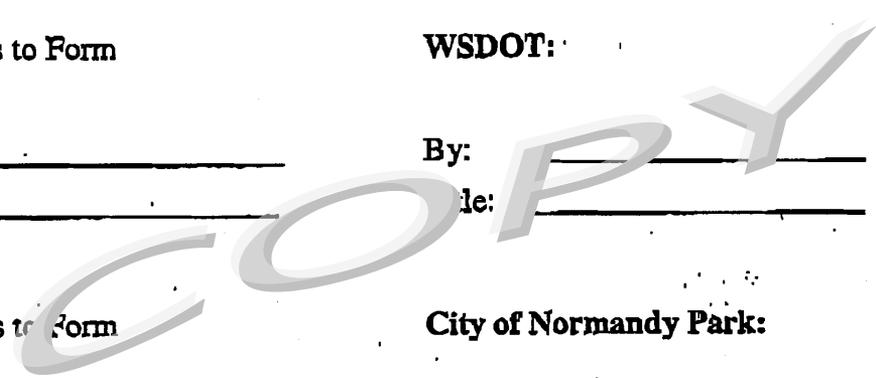
City of Normandy Park:

By: _____

By: _____

Title: _____

Title: _____



Approved as to Form

City of SeaTac:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

Port of Seattle:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

WSDOT:

By: Bruce Brown
Title: Asst Atty General

By: Caryn Stone
Title: Urban Corridor Project Director

Approved as to Form

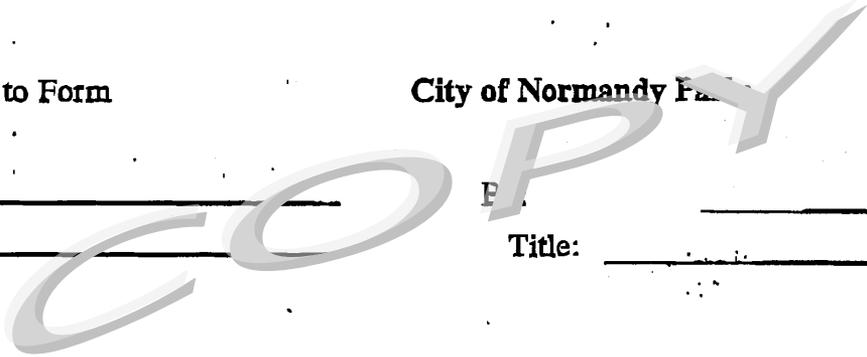
City of Normandy Falls:

By: _____

By: _____

Title: _____

Title: _____



Approved as to Form

City of SeaTac:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

Port of Seattle:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

WSDOT:

By: _____

By: _____

Title: _____

Title: _____

Approved as to Form

City of Normandy

By: Suzanne Sampson

By: NA. M. Dwyer

Title: City Manager

Title: City Manager