

RESOLUTION NO 3142

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to enter into an Interlocal Agreement with the City of Seattle providing funding for roadway improvements to be constructed under the Alaskan Way Viaduct

WHEREAS, the Port of Seattle owns and administers international shipping terminals in the City of Seattle, and

WHEREAS, the City of Seattle provides general municipal services including the construction and maintenance of public roadways through the Seattle Engineering Department, and

WHEREAS, the parties have a mutual interest in constructing a roadway running northbound from Royal Brougham Way under the Alaskan Way Viaduct to a suitable point north of Dearborn Street, at which point the road will intersect with surface Alaskan Way, and

WHEREAS, the Port applied for and received all necessary approvals for funding the construction under the federal Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) in the amount of \$538,610, and

WHEREAS, the Port, the City of Seattle, and the Washington State Department of Transportation will contribute local matching funds to the project in the amount of \$100,000 each (some portion of the City's share may be met with in-kind administrative contributions) to meet the estimated total project cost of \$836,610, and

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

Section 1 The Executive Director of the Port of Seattle is hereby authorized to execute an Interlocal Agreement with the City of Seattle in substantially the form attached hereto as Attachment 1 and by this reference incorporated herein

Section 2 The Executive Director of the Port of Seattle is hereby authorized to approve any administrative changes to the scope of work and Interlocal Agreement

Section 3 Staff is authorized to take all necessary actions to fulfill the terms of the Agreement including contribution of \$100,000 toward the roadway improvements to be constructed under the Alaskan Way Viaduct

Section 4 A copy of the final executed Agreement shall be attached to this resolution as Attachment 2" and by this reference incorporated herein

ADOPTED by the Port Commission of the Port of Seattle at regular meeting thereof, held this 13th day of April, 1993, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission

Gary Grant
Reed Seef
Patricia Davis
John B. [unclear]
Ray Miller
Port Commission

**PORT OF SEATTLE/CITY OF SEATTLE
INTERLOCAL AGREEMENT REGARDING FUNDING FOR
ROADWAY IMPROVEMENTS TO BE CONSTRUCTED UNDER
THE ALASKAN WAY VIADUCT**

THIS AGREEMENT is made and entered into this ____ day of _____, 1993, by and among the parties who have set forth their signatures on the signature page hereto

WHEREAS, the Port of Seattle owns and administers international shipping terminals in the City of Seattle, and _____

WHEREAS, the City of Seattle provides general municipal services including the construction and maintenance of public roadways by the Seattle Engineering Department, and

WHEREAS, the parties to this agreement (Port and City) have a mutual interest in constructing a roadway running northbound from Royal Brougham Way under the Alaskan Way Viaduct to a suitable point north of Dearborn Street, at which point the road will intersect with surface Alaskan Way, and

WHEREAS, the roadway as described will be used to route traffic bound for the Washington State Ferry System's Coleman Dock coming from westbound Royal Brougham, Fourth Avenue and the Interstate 90 Fourth Avenue off-ramp, and

WHEREAS, the roadway will divert traffic from surface Alaskan Way north of Royal Brougham, thereby lessening traffic volume and improving truck access to the Port's Container Terminals 37 and 46, and

WHEREAS, the Roadway will route traffic destined for the Ferry Terminal around an at-grade rail truck crossing of Royal Brougham Way at which freight train switching periodically blocks vehicular traffic, and

WHEREAS, the Port applied for and has received all necessary approvals for funding of the construction under federal Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) in the amount of \$538,610, and

WHEREAS, the Port, the City of Seattle, and the Washington State Department of Transportation will contribute local matching funds to the project in the amount of \$100,000 each (some portion of the City's share may be met with in-kind administrative contributions) to meet the estimated total project cost of \$838,610, and

WHEREAS, the City of Seattle Engineering Department will advertise for bids and manage all phases of the construction contract,

NOW, THEREFORE, in consideration of the covenants and assurances set forth herein, the undersigned parties hereby mutually agree as follows

1 The City shall only use the ISTEA funding in the amount of \$538,610, the Port funding in the amount of \$100,000 and the Washington Department of Transportation funding in the amount of \$100,000 to accomplish the roadway project as described herein and agreed to by the parties. The City shall contribute cash (or in-kind contributions) in the amount of \$100,000 to meet the estimated total project cost of \$838,610

2 In no event shall the Port be required to contribute more than \$100,000 toward the project

3 In the event that the project costs are less than the estimated total cost of \$838,610, the parties shall share the savings in an amount proportional to the parties' contribution to the project

4 The Port shall not assume any maintenance or operational responsibility for the roadway

5 This Agreement shall be effective upon the execution hereof by the Port of Seattle and the City of Seattle

6 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

7 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

8 This Agreement shall be construed in accordance with the laws of the State of Washington

9 This Agreement may be executed in two or more counterparts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

CITY OF SEATTLE

PORT OF SEATTLE

By _____

By _____

Its _____

Its _____

Date _____

Date _____

**PORT OF SEATTLE/CITY OF SEATTLE
INTERLOCAL AGREEMENT REGARDING FUNDING FOR
ROADWAY IMPROVEMENTS TO BE CONSTRUCTED UNDER
THE ALASKAN WAY VIADUCT**

THIS AGREEMENT is made and entered into this 19th day
of May, 1993, by and among the parties who have set forth their
signatures on the signature page hereto

WHEREAS, the Port of Seattle owns and administers international
shipping terminals in the City of Seattle, and

WHEREAS, the City of Seattle provides general municipal services
including the construction and maintenance of public roadways through its
Engineering Department, and

WHEREAS, the parties to this agreement (Port and City) have a
mutual interest in constructing a roadway running northbound from Royal Brougham
Way under the Alaskan Way Viaduct to a suitable point north of Dearborn Street,
at which point the road will intersect with surface Alaskan Way, and

WHEREAS, the roadway as described will be used to route traffic
bound for the Washington State Ferry System's Coleman Dock coming from westbound
Royal Brougham, Fourth Avenue and the Interstate 90 Fourth Avenue off-ramp, and

WHEREAS, the roadway will divert traffic from surface Alaskan Way
north of Royal Brougham, thereby lessening traffic volume and improving truck
access to the Port's Container Terminals 37 and 46, and

WHEREAS, the Roadway will route traffic destined for the Ferry
Terminal around an at-grade rail truck crossing of Royal Brougham Way at which
freight train switching periodically blocks vehicular traffic, and

WHEREAS, the Port applied for and has received all necessary
approvals for funding of the construction under federal Intermodal Surface
Transportation Efficiency Act of 1991 (ISTEA) in the amount of \$538,610, and

WHEREAS, the Port, the City of Seattle, and the Washington State
Department of Transportation will contribute local matching funds to the project
in the amount of \$100,000 each (some portion of the City's share may be met with
in-kind administrative contributions) to meet the estimated total project cost
of \$838,610, and

WHEREAS, the City of Seattle Engineering Department will advertise
for bids and manage all phases of the construction contract

NOW, THEREFORE, in consideration of the covenants and assurances set
forth herein, the undersigned parties hereby mutually agree as follows

1 The City shall only use the ISTEA funding in the amount of
\$538,610, the Port funding in the amount of \$100,000 and the Washington
Department of Transportation funding in the amount of \$100,000 to accomplish the
roadway project as described herein and agreed to by the parties. The City
shall contribute cash (or in-kind contributions) in the amount of \$100,000 to
meet the estimated total project cost of \$838,610

2 In no event shall the Port be required to contribute more than
\$100,000 toward the project

3 In the event that the project costs are less than the estimated
total cost of \$838,610, the parties shall share the savings in an amount
proportional to the parties' contribution to the project

4 The Port shall not assume any maintenance or operational
responsibility for the roadway

5 This Agreement shall be effective upon the execution hereof by
the Port of Seattle and the City of Seattle

6 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

