

RESOLUTION NO. 3063

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to enter into a Phase I Agreement relating to the development of North SeaTac Park with King County and the City of SeaTac that provides for the development of the first phase of North SeaTac Park.

WHEREAS, the Port is the owner of certain real property located to the north of Sea-Tac International Airport; and

WHEREAS, the property is located in that area of the County newly incorporated as the City of SeaTac; and

WHEREAS, the County, the City and the Port believe the property should developed as a park; and

WHEREAS, The Port and the County have funded preparation and update of the Master Plan for the park; and

WHEREAS, the property has been dedicated to such park use by the Port since 1976 and the 1977 Highline Community Plan and the 1989 Sea-Tac Community Plan Update designate the area for park and recreation; and

WHEREAS, such park use is compatible with the operation of Sea-Tac International Airport (the "Airport"); and

WHEREAS, the Port and County wish to contribute to the funding for the development of the park indoor activity center in order to continue land uses compatible with the Airport and to enhance the neighborhoods surrounding the property; and

WHEREAS, the current park indoor activity center (the "Sunset Activity Center") must be replaced due to its condition and location; and

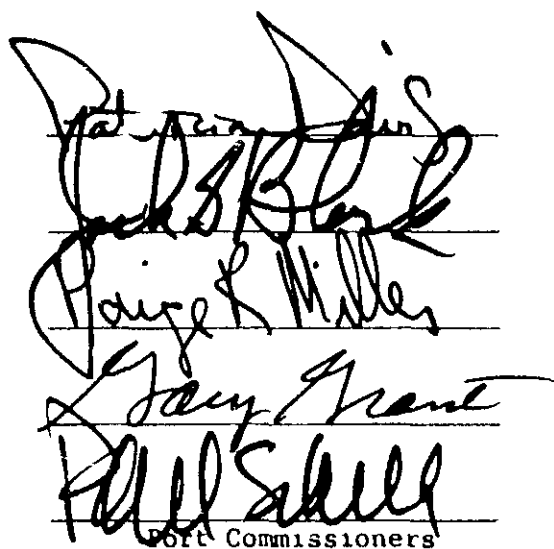
WHEREAS, the Port has the power to enter into this agreement pursuant to Chapter 53.08 of the Revised Code of Washington and the City and county have the power to enter into this agreement pursuant to Chapter 36.89 of the Revised Code of Washington.

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

Section 1. The Executive Director of the Port of Seattle is hereby authorized to execute said agreement with the parties in substantially the form attached hereto as Attachment "1" and by this reference incorporated herein and directed to impress the official seal of the Port of Seattle thereon

Section 2. 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 a regular meeting thereof, held this 8th day of May, 1990, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.


Port Commissioners

PHASE I AGREEMENT RELATING TO THE DEVELOPMENT
OF NORTH SEATAC PARK

THIS AGREEMENT is entered into this _____ day of _____, 1990 by and among the Port of Seattle, a Washington municipal corporation (hereinafter referred to as the "Port"), the City of SeaTac, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and King County, a home rule charter county, a political subdivision of the State of Washington (hereinafter referred to as the "County").

WHEREAS, the Port is the owner of certain real property located to the north of Sea-Tac International Airport; and

WHEREAS, the property is located in that area of the County newly incorporated as the City of SeaTac; and

WHEREAS, the County, the City and the Port believe the property should be developed as a park; and

WHEREAS, the Port and the County have funded preparation and update of the Master Plan for the park; and

WHEREAS, the property has been dedicated to such park use by the Port since 1976, and the 1977 Highline Community Plan and the 1989 Sea-Tac Community Plan Update designate the area for park and recreation; and

WHEREAS, such park use is compatible with the operation of Sea-Tac International Airport (the "Airport"); and

WHEREAS, the Port and County wish to contribute to the funding for the development of the park indoor activity center in order to continue land uses compatible with the Airport and to enhance the neighborhoods surrounding the property; and

WHEREAS, the current park indoor activity center (the "Sunset Activity Center") must be replaced due to its condition and location; and

WHEREAS, the Port has the power to enter into this agreement pursuant to Chapter 53.08 of the Revised Code of Washington and the City and County have the power to enter into this agreement pursuant to Chapter 36.89 RCW.

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

1. The County and the City shall form a citizens' advisory committee to advise the County and the City on the development and design of the Activity Center, and any future park development. The citizens' advisory committee shall consist of

four members designated by the City, and the nine current members designated by the County. Vacancies on the committee shall be filled by the City.

2. Within sixty (60) days after execution of this Agreement, the Port shall enter into a lease with the City for property for a park indoor activity center for use by the public (the "Activity Center"). The lease shall be for property situated to the north of the Airport which will prudently place the Activity Center so as to maximize its use by the public while complying with applicable safety and noise guidelines. Once executed the lease will be made part of this agreement.

3. With the advice and consent of the City and immediately after execution of the lease described in paragraph 2, the County shall design and develop the Activity Center on the property, which Activity Center shall have similar capabilities to those of the Sunset Activity Center, and which Activity Center shall accommodate as many compatible non-profit activities as possible as are now housed in the Sunset Activity Center. The Activity Center improvements shall include the construction of parking, access roads and landscaping. The design and development of the Activity Center shall be accomplished with the advice of the citizens' advisory committee.

4. The County shall enter into a binding contract for the construction of the Activity Center no later than July 1, 1991, and shall use its best efforts to complete the Activity Center within eighteen months from the start of construction. The County's rules and regulations relating to securing design and construction services shall apply.

5. Within sixty (60) days after receipt by the County of the certificate of occupancy for the Activity Center, the County shall convey title to the City. Such certificate of occupancy will not be unreasonably withheld. The City shall operate and maintain the Activity Center during the term of the lease. Any fees charged by the City for use of the Activity Center shall be uniform for City and County residents.

6. Except as provided in paragraph 11 below, in accordance with its applicable provisions, the Port shall terminate the current lease for the Sunset Activity Center within 60 days after receipt of notice of the issuance of a certificate of occupancy for the completed Activity Center. The Port shall arrange for the removal of the occupants and contents of the Sunset Activity Center, in accordance with the applicable provisions of the current lease.

7. Neither the County nor the City shall erect any structures or allow the growth of natural objects on the property that would constitute an obstruction to air navigation. For purposes of this paragraph, the County and City agree that no

structure or growth shall be permitted that does not conform with Title 14 Code of Federal Regulations, Part 77.

8. The City shall prohibit any activity on the property which would interfere with or be a hazard to the flight of aircraft over the property or interfere with air navigation and communication facilities serving the Airport.

9. The County and the City shall comply with any regulations imposed by the FAA respecting the property.

10. In developing the Activity Center, the County and City shall conform with the 1983 California Department of Aeronautics study and the FAA's safety guidelines governing the kinds of facilities and uses recommended near airport runways.

11. Subject to the provisions below, the Port shall remove any asbestos located in the Sunset Activity Center and the County shall demolish the Sunset Activity Center. Expenditures for the asbestos removal are not included in the payment and contributions described in paragraphs 12 and 13 below. The County will not demolish any building(s) conveyed to, leased to or otherwise occupied by the State of Washington for archive purposes through an agreement between the Port and the State. It is the intent of the parties that any agreement with the State shall require the State to renovate or otherwise make improvements to the building(s) occupied by the archives. Upon receiving written notice from the Port that asbestos has been removed and agreement has been reached with the State occupying any building(s), the County shall demolish the remaining building(s) which demolition shall be completed within six months after receipt of such written notice.

12. The County and the Port shall pay the following amounts for development of the Activity Center, for demolition of the Sunset Activity Center and for installation of the perimeter fencing, provided the County shall be responsible for all costs of developing the Activity Center which exceed \$2,953,600.

The County has appropriated from its revenues and/or fund balance and will keep in force the appropriation of \$732,093 toward the Activity Center. No later than July 31, 1990, the County shall appropriate funds anticipated from the Port totalling \$2,953,600. The Port shall pay \$700,000 to the County for the Activity Center when the County signs contracts obligating itself to design consultant(s) and/or building contractor(s) for amounts that in total equal or exceed \$1,432,093. In addition to this initial \$700,000, the Port, within 30 days after presentation of project expenditure documentation, shall reimburse the County up to a total of \$2,253,600 for all expenditures that the County incurs for the development of the Activity Center in excess of \$1,432,093; provided that the first \$1,000,000 of reimbursement shall be due no earlier than October 1, 1990, and the remaining

\$1,253,600 of reimbursement shall be due no earlier than October 1, 1991.

In summary, the contributions shall be as displayed below:

	<u>County</u>	<u>Port</u>	<u>Total</u>
1989 Appropriation	\$732,093		
Unspecified Date, 1990		\$ 700,000	
October 1, 1990, and thereafter		1,000,000	
October 1, 1991, and thereafter		1,253,600	
Total	\$732,093	2,953,600	\$3,685,693

13. The County, with the advice and consent of the City and Port, shall install a perimeter fence surrounding the Port property currently under consideration for a future park, within 180 days of execution of this agreement.

14. The Port, City and County agree to negotiate in good faith with respect to future development of the property which is intended to be developed as a park. The parties hereby acknowledge their intent that any such park development be performed by either the County or the City, with agreement among the County, the City and the Port on final design. If an agreement is reached, the parties shall contribute funding for capital improvements as follows, in nominal dollars without interest earnings:

Port	\$3,000,000
City	\$2,600,000
County	\$2,600,000

The City and County contributions are to be secured from the proceeds of the Open Space Bond sales as noted in King County Ordinance 9071.

15. Savings realized from any of the payments or contributions identified in paragraphs 12 and 14 above may be utilized for any park facilities identified in those paragraphs.

16. This Agreement shall be and continue in full force and effect and be binding upon the parties upon execution. This Agreement may be cancelled upon written agreement of the parties.

17. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

18. This Agreement shall not be amended or modified except in writing, signed by all parties.

19. This Agreement shall be governed by the laws of the State of Washington.

20. This Agreement and the lease described in paragraph 2 constitute the entire agreement among the parties, and supersede all prior negotiations, representations and agreements among the parties regarding the subject matter hereof.

21. Indemnification. In executing this agreement, no party assumes liability or responsibility for or in any way releases any other party from any liability or responsibility which arises in whole or in part from the existence, validity or effect of that party's ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the party whose ordinances, rules or regulations are the cause of action shall defend the other parties at its sole expense and if judgment is entered or damages are awarded against any party, the responsible party shall satisfy the same, including all chargeable costs and attorney's fees.

Each party shall indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose actions or omissions gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense; and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly against the parties and their respective officers, agents, and employees the parties whose actions or omissions gave rise to the claim shall satisfy the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PORT OF SEATTLE
Pursuant to Resolution No. _____

By: _____

Title: _____

By: _____

Title: _____

CITY OF SEATAC
Pursuant to Resolution No. _____

By: _____
City Manager

KING COUNTY
Pursuant to Motion No. _____

By: _____
King County Executive

Approved as to Form:

King County Prosecutor's Office