

RESOLUTION NO. 3072, AS AMENDED

A RESOLUTION of the Port Commission of the Port of Seattle
a) Authorizing the Chief Executive Officer to enter into a Memorandum of Agreement with public and private parties providing for planning and environmental review for a 28th/24th Avenue South arterial road and b) contributing \$75,000 and additional staff resources toward the South Access Project.

WHEREAS, citizens of SeaTac, Des Moines and King County business operators and property owners have publicly expressed concerns about traffic congestion and unplanned development; and

WHEREAS, the South Access Steering Committee has completed a Feasibility Study and made recommendations to agencies with jurisdiction; and

WHEREAS, Equitable Capital Group, Inc., Christian Faith Center, Alaska Airlines, City of SeaTac, Port of Seattle, King County, and the City of Des Moines (the "Consortium") agree that integrated transportation planning for improvements to the surface road network in the area south of the Airport are of vital importance; and

WHEREAS, the Port of Seattle seeks to provide arterial access to airport property and roads leading to the airport; and

WHEREAS, the Parties recognize that joint participation between representatives of agencies with jurisdiction, and major property owners in the area is essential to effectively plan for the 28/24th Avenue Arterial; and

WHEREAS, the Parties are prepared to commence with this planning work by entering into an Agreement to commit resources, in the form of staff involvement and/or financial participation.

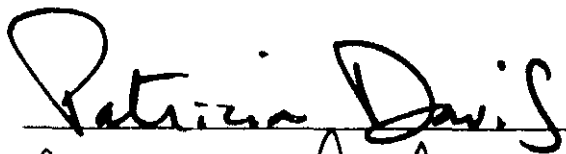
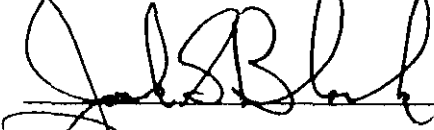
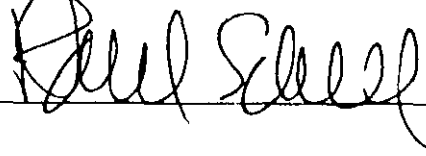
NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

1. The Chief Executive Officer of the Port of Seattle is hereby authorized to execute a Memorandum of Agreement with the Consortium 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.

2. Staff is authorized to take all necessary actions to fulfill the terms of the agreement including contribution of \$75,000 and additional staff resources.

3. 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 11th day of December 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

Attachment "1" to Resolution No. 3072, as amended

MEMORANDUM OF AGREEMENT

28TH/24TH Ave. South Arterial Project

THIS MEMORANDUM OF AGREEMENT entered into between the City of SeaTac, City of Des Moines, the Port of Seattle, King County, Alaska Airlines, Equitable Capital Group, Christian Faith Center and others as mutually agreed upon, hereinafter known as the "Consortium". This Agreement is dated, for reference purposes only, as of this day of December 1990, by and among the parties who have set forth their signatures on the signature pages hereto.

WHEREAS, citizens of SeaTac, Des Moines and King County business operators and property owners have publicly expressed concerns about traffic congestion and unplanned development, and;

WHEREAS, this Memorandum of Agreement shall serve the purpose of outlining the responsibilities and relationship between the Consortium relative to project management, project planning, project financing, public involvement, and the development of the Environmental Impact Statement for the 28th/24th Ave. South Arterial Project, and;

WHEREAS, it is the goal of the Consortium to maximize community compatibility for the Central Business District while at the same time to increase and enhance the overall development of the City of SeaTac, and;

WHEREAS, the principle opportunity for continued growth and development potential of the Central Business District is the widening and improvement of the 28th/24th Ave. South Arterial, and;

WHEREAS, the growth of the City of SeaTac would be enhanced by the construction of an improved connection between the Central Business District and the International Blvd. Business District, and;

WHEREAS, the growth of the City of Des Moines would be enhanced by the construction of an improved arterial, and;

WHEREAS, the project will include further consideration of impacts to mobile homes and the residential and business development, and;

WHEREAS, the Port of Seattle seeks to provide arterial access to airport property and roads leading to the airport, and;

WHEREAS, the Project will be coordinated with other regional projects, which includes South Access and State Route 509, and;

WHEREAS, each member of the Consortium, through its elected body or other responsible policy making organization, supports an environmental review process as required by Federal and State Law for the phased implementation of the 28th/24th Ave. South Arterial Project, along with other reasonable alternatives, which will be reviewed and considered

equally with said review providing the mechanism by which interested parties can identify and discuss issues of concern and examine the alternative means to achieving the goal, and;

WHEREAS, the public jurisdictions agree to be co-applicants for the Environmental Impact Statement with the City of SeaTac as lead agency, for procedural purposes, in that the decision making process will involve agreement among the jurisdictions for all issues and actions relating to the project, and;

WHEREAS, the Consortium has an interest in providing a smoother and safer traffic flow, relieving the traffic congestion problems that now plague the City of SeaTac, Des Moines and the surrounding areas, and providing the motorist with a more efficient transportation system based upon current standards for arterial designs, and;

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and financial participation, to allow this process to proceed, and;

WHEREAS, the State of Washington, Transportation Improvement Board has approved the funding of the South Access Roadway EIS, in the amount of \$610,000. A portion of this allocation(\$115,000) will be utilized for the 28th/24th Ave. South Arterial EIS. These funds will be utilized in conjunction with the resources committed by the Consortium.

NOW, THEREFORE the parties to this Memorandum of Agreement do hereby agree that the development of the Environmental Impact Statement and overall management of the 28th/24th Ave. South Arterial Project, should be fully coordinated by the Consortium, to optimize efficiency and effectiveness and minimize duplication of activity through the conduct of phased activities and responsibilities as described further herein below under "Scope and Responsibility for 28th/24th Ave. South Arterial Environmental Impact Statement".

SCOPE AND RESPONSIBILITY FOR 28TH/24TH AVE. SOUTH ARTERIAL

- A. In order to provide direction and coordination between the Project Manager/Public Involvement Specialist and the consultants preparing the Environmental Impact Statement (EIS) and the Consortium, the organizational structure as diagramed in the attached figure shall be established.

The participating public jurisdictions agree to be co-applicants for the Environmental Impact Statement, with the City of SeaTac as lead agency, for procedural purposes, in that the decision processes will involve agreement among the jurisdictions for all issues and actions relating to the project.

The Consortium members are those public and private sector entities that are involved and affected by the proposed arterial. The membership includes the following: City of SeaTac, City of Des Moines, the Port of Seattle, King County, Alaska Airlines, Equitable Capital Group, Christian Faith Center and others as mutually agreed upon.

The Executive Committee shall be comprised of the following officials: The Port of Seattle, Port Commissioner, City of SeaTac, Mayor, City of Des Moines, Mayor, WSDOT, District Administrator and King County/METRO, Councilmember and shall provide overall direction and guidance for the EIS process and specifically to the Project Manager and the Advisory Committee.

The Advisory Committee shall be comprised of staff and elected officials from WSDOT, City of SeaTac, Des Moines, the Port of Seattle, METRO, King County, Alaska Airlines, Christian Faith Center, Equitable Capital Group, High School District, SeaTac Partners, and others, as agreed by the committee.

A selection committee comprised of the Cities of SeaTac and Des Moines, King County, Equitable Capital Group, the Port of Seattle and WSDOT will be evaluating and recommending the Project Manager/Public Involvement Specialist. The EIS Consultant will be recommended by the Project Manager and the selection committee to the lead agency for their concurrence by their City Council.

The project manager shall be responsible for overall project management and shall maintain an overview of all contract efforts between the consultants and the Consortium as described below under consultants. The project manager shall develop, manage and implement the Public Involvement Program in conjunction with responsible parties. The project manager shall report directly to and seek guidance from the Executive Committee, but shall report to the City of SeaTac, regarding contract administration.

The overall EIS consultant shall be responsible for all traffic, engineering and environmental studies necessary for preparation of a SEPA EIS, the overall general preparation of the SEPA document, as well as the final EIS document and the Record of Decision. The EIS consultant shall report administratively to the City of SeaTac, on matters regarding contract administration; on issues relating to scheduling, scope of work and other matters of project management the EIS consultant will report to the Project Manager.

B. FUNDING

Project Elements:

1. Project Manager/Public Involvement
2. EIS

The estimated cost of this work is \$350,000 for the EIS and Project Manager/Public Involvement Specialist. These costs may change once the full scope of work is defined. The costs for the Project Manager/Public Involvement Specialist and the EIS consultant will be determined based on the scope of work. Each of the Consortium members will be assessed a percentage of the cost of the EIS and Project Manager/Public Involvement Specialist contracts, as indicated in Appendix A.

The City of SeaTac has the responsibility for administering the consultant contracts, through the Project Manager. It shall be the responsibility of the Project Manager to insure that accurate records are maintained, to allow equal distribution and final adjustments between the parties to this Memorandum of Agreement following approval of the final EIS. The Project Manager will provide the Consortium, the Executive and Advisory Committees with financial status reports, based upon consultant costs and contract expenditures.

Administration of Funds; Access to Records:

Funds contributed by the parties pursuant to this Agreement shall be collected, administered and disbursed by the City of SeaTac. The City of SeaTac shall maintain accurate records with respect to such funds. Disbursements by the City of SeaTac from such funds shall be in payment for services performed in accordance with the contracts that are approved by the Consortium. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other materials pertaining to costs incurred in connection with the 28th/24th Street South Arterial shall be retained by the City of SeaTac three years after the completion of the project or the termination of this Agreement. Copies thereof shall be furnished if requested.

Contributions to the 28th/24th Ave. South Arterial Study:

Each party shall contribute certain financial and other resources for the project. Appendix A provides the data concerning the Consortium's agreement to the distribution of cost and the method of payment. Such contributions shall be paid within 90 days of the date this Agreement becomes effective. Any party may, but is not required to make additional contributions for the 28th/24th Ave. South Arterial Project at any time. Such initial and additional contributions shall be collected and administered by the City of SeaTac, in accordance with the administration of funds as set in this Agreement.

C. CONSULTANTS

1. Project Manager

The Project Manager shall be responsible for overall project management; said management components including SEPA/EIS preparation by the EIS consultant and the Public Involvement Specialist:

A. SEPA/EIS preparation;

The Project Manager shall maintain an overview of all contract efforts between the EIS Project Consultants and the Consortium. The Project Manager shall also be responsible for serving as a liaison between representatives of the Consortium and the EIS consultants and maintain an overview, advise the Advisory and Executive Committees and ensure progress relative to all critical decision points including SEPA compliance. The Project Manager will be responsible for developing, maintaining and managing a work plan to insure completion by critical deadlines. The Project Manager will administer the contracts, through the City of SeaTac.

An EIS consultant will be recommended by the Project Manager with the concurrence of the Consortium selection committee to the Executive Committee. This recommendation will be communicated to the lead agency for formal legislative action. The EIS consultant will be responsible for the preparation of the engineering, geotechnical and environmental studies, which will identify and analyze the potential social, economic and environmental effects of the various alternatives. The EIS consultant will be responsible for the engineering alternatives portion of the SEPA EIS for the Project. The EIS Consultant shall inventory, evaluate environmental data and other considerations, prepare written discipline reports and prepare the draft and final EIS.

The Project Manager will insure project progress relative to all critical decision points including SEPA compliance; permit applications; state, federal legislative actions for project funding; agency, port and city governmental decision points; and completion of studies in a timely manner to support subsequent studies, reports or document preparation.

B. Public Involvement Program

The Project Manager shall be responsible for the Public Involvement Specialist, in conjunction with involved

parties. The Project Manager will serve as the overall coordinator, as well as provide the leadership, working with the other members of the Consortium. The Project Manager will review the Public Involvement program with the Consortium, the Executive and Advisory Committees. The Public Involvement Specialist shall report administratively to the City of SeaTac, through the Project Manager.

The Public Involvement Specialist will define, develop, organize, implement and serve as the overall coordinator for the Public Involvement Program in conjunction with the involved jurisdictions and members of the Consortium. The Public Involvement Specialist will review the Public Involvement strategy with Advisory and Executive Committees and the Consortium. The Public Involvement Specialist will make presentations to citizens, community groups and interested jurisdictions to solicit their comments and opinions regarding pertinent issues and concerns. Additionally, the firm will relay input from said groups to Advisory and Executive Committees and Consortium.

The Public Involvement Specialist must recognize and work with the various and distinct impacted groups, such as the mobile home residents, single family residents and business communities. Through this involvement, strategies will be developed to resolve these issues and concerns.

The Public Involvement Program will include, but not be limited to, preparation and distribution of mailings, written project descriptions, public and agency meeting facilitation, public hearings, public workshops, open houses, written and oral briefing to media and elected officials, issue papers, and design and production of graphics and other presentation materials. These impacted groups will need to be targeted throughout this effort.

The Public Involvement Specialist will need to design in conjunction with the Consortium, a plan to solicit and study the various impacts of the proposed development project and to meet subsequently, with the impacted communities, and develop strategies for implementation of the program.

Upon the request of the Advisory and Executive Committee and the Consortium, the Public Involvement Specialist will advise affected and interested parties of project progress and related studies.

2. EIS Consultant

The EIS consultant shall be responsible for the preparation of the engineering alternatives portion of a SEPA EIS for the proposed 28th/24th Ave. South Arterial Project. The work shall involve review of the engineering design and traffic studies to evaluate the major design features for the alternative routes from 28th/24th Ave. South Arterial.

The consultant shall be responsible for the preparation of engineering, geotechnical and environmental studies to identify and assess the potential social, economic and environmental effects of the various alternatives. The EIS consultant shall inventory, evaluate environmental data and other considerations, prepare written disciplined reports, and prepare a draft and final EIS, which will include the participation in required public involvement. The EIS consultant shall report administratively to the City of SeaTac, on matters regarding contract administration; on issues relating to scheduling, scope of work and other matters of project management the EIS consultant will report to the Project Manager.

D. ACTION PLAN

- RFP for the Project Manager.....Oct. 12, 1990
- RFQ for the EIS Consultant.....Oct. 12, 1990
- Pre-Submittal Consultant Conference.....Oct. 17, 1990
- Project Manager/Public Involvement
Proposal submitted.....Nov. 07, 1990
- Selection Committee Review Proposals
Project Manager/Public Involvement.....Nov. 08, 1990
- EIS Consultant Proposal submitted.....Nov. 09, 1990
- Evaluate Project Manager Proposals.....Nov. 13, 1990
- Interview Project Manager.....Nov. 19, 1990
- Evaluate EIS Consultant Proposals.....Nov. 20, 1990
- Project Manager Hired.....Nov. 28, 1990
- Interview EIS Consultant.....Dec. 03, 1990
- EIS Consultant Hired.....Dec. 12, 1990
- Agency Scoping Meeting(s).....Dec. 20, 1990

EIS Scoping Written Comment Period.....Dec. 15, 1990 -
Feb. 01, 1991

Public Scoping Meeting(s).....Jan. 10, 1991

Written Comments to the Project Manager.....Feb. 01, 1991

DEIS Camera Ready.....June, 1991

Draft EIS Circulated.....July, 1991

Public Hearing.....August, 1991

Written Comment to the Project Manager.....Sept. 1991

SeaTac-Des Moines-King County- Port
Decision on Preferred Alternative.....Oct. 1991

Final EIS Approved.....Nov. 1991

Record of Decision (ROD).....Jan. 1992

E. PROJECT DIRECTION

Executive Committee - Direction for the 28th/24th Ave. South Arterial EIS shall be conducted by the Executive Committee, the membership of which shall include an elected official representing the City of SeaTac, the City of Des Moines, the Port of Seattle, WSDOT and King County/METRO. The Executive Committee shall meet on an as needed basis, to provide guidance and policy direction in the administration of the Project, as well as review the work performed by the Project Manager.

Advisory Committee - Project coordination for the projects that are running in conjunction with the EIS Project, review of the work products, liaison with the Project Manager and ongoing technical assistance shall be conducted by the Advisory Committee. The Advisory Committee will provide coordination and technical assistance for the 28th/24th Ave. South EIS, the proposed South Access/509 EIS, the PRT/High Capacity Transit Study, the City of SeaTac Land Use Plan, the Airport Master Plan, the Urban Design Alternatives, Joint Development and Financing Issues. The Advisory Committee members shall be paid, if at all, by their respective employers and shall not be paid from Project Funds.

County/City Jurisdiction - The City of SeaTac, City of Des Moines and King County will carry forward the process for local improvement district and road improvement district financing for those applicable portions of the Project, not subject to the Port of Seattle jurisdiction.

Public Meetings - All meetings of the Advisory Committee are open to the public. In addition, public meetings will be scheduled for the EIS process. Additionally, impacted populations will have public meetings to develop alternatives dealing with the impacts associated with the 28th/24th Ave. Arterial.

Contracting with Consultants- The City of SeaTac, with the concurrence of the Consortium selection committee, will select and contract with the Project Manager/Public Involvement Specialist. The City of SeaTac, with the concurrence of the Consortium selection committee and Project Manager will select and contract with the EIS Consultant. The City of SeaTac is not required to obtain Consortium approval of the terms and conditions of the individual consultant contracts and any amendments provided that said contracts and amendments shall be within: 1. The approved scope of work. 2. The funding and budget as described in Appendix A. 3. The project completion date. 4. The termination provisions consistent with those set forth in this Agreement. The City of SeaTac shall, make all such contracts and amendments available to the Consortium and the Project Manager.

Termination -

(a) Any party may terminate its rights and obligations under this Agreement by at least thirty (30) days prior written notice to the other parties hereto. The terminating party shall not be entitled to reimbursement of funds contributed by it pursuant to this Agreement. This Agreement shall continue in effect as to all non-terminating parties.

(b) If not sooner terminated, this agreement shall terminate two years from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Project funds contributed to the City of SeaTac to complete all payments to consultants hired under this contract for work actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective contributions.

No Guaranty- Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the designated work or to provide funds in excess of those indicated per this agreement; (b) to create any liability in any party hereto to fund, implement or construct any recommendations resulting from the work performed pursuant to this

Agreement by virtue of their participation in the process for the 28th/24th Ave. South Arterial Project; (c) to create any relationship of joint venturer or partnership among the parties; or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement.

No Reimbursement- The parties acknowledge that no party shall have a right under this Agreement to reimbursement of or credit for any funds paid pursuant. The parties shall cooperate, however, in seeking to obtain reimbursement of or credit against assessments for such funds from any road improvement district or from local improvement district formed to construct the 28th/24th Ave. South Arterial Project.

Ownership of Work Product- The parties agree that all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work product and make full use of it. In addition, the parties shall seek to obtain review and approval of all work product under the Agreement from the City of SeaTac and any other agency with jurisdiction over the road or local improvement district. The City of SeaTac shall coordinate the distribution of all documentation.

Limitation of Liability- Neither the Consortium nor its members shall be responsible for the acts or omissions of the City of SeaTac or any consultants retained to provide services in connection with such work. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the planning work performed under this Agreement shall be equal to such party's initial contribution as prescribed in this Agreement. Each of the parties shall indemnify and hold harmless the other parties and their officers, agents and employees, or any of them, from and against, 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 whose actions or omissions gave rise to the claim shall defend all parties at the party's or parties sole expense; and if final judgement be rendered against the other parties and their officers, agents and employees or jointly the parties and their respective officers, agents and employees, the parties whose actions gave rise to the claim shall same satisfy.

Affirmative Action And Equal Opportunity Policy- The selection of the consultants for the projects described shall be subject to equal opportunity employment standards. The firm selected must abide by the affirmative action and equal opportunity employment policies set forth in the request. A combined goal of 30% participation has been established for this project. Women and minority businesses are encouraged to submit qualifications and proposals.

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Effectiveness- This agreement shall be effective upon, and only upon, the execution hereof by all Consortium members to the costs of the work described.

Severability- 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.

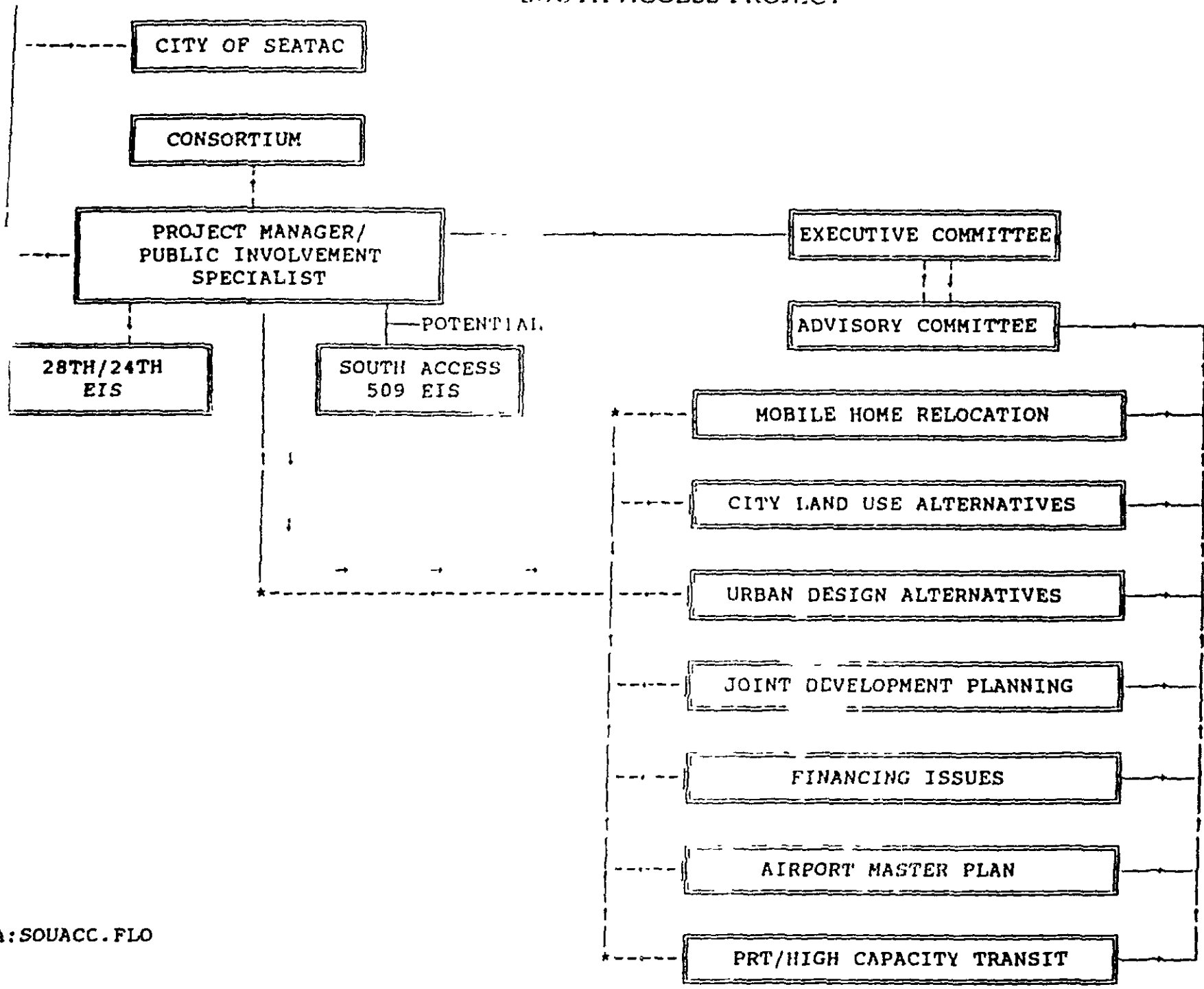
Amendment- This Agreement contains the entire understanding of the parties with respect to the matters set forth herein, and may not be modified except by a written statement executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the Consortium members.

Governing Law- This Agreement shall be construed in accordance with the laws of the State of Washington.

Counterparts- This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SOUTH ACCESS PROJECT



A: SOUACC.FLO