

**AGREEMENT BETWEEN THE CITIES OF BURIEN,  
DES MOINES, NORMANDY PARK, FEDERAL WAY,  
TUKWILA, AND SEATAC TO PROVIDE LOCAL  
MATCHING FUNDS FOR THE SEA-TAC AIRPORT  
IMPACT STUDY**

This Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as “Burien;” the City of Des Moines, a municipal corporation hereinafter referred to as “Des Moines;” the City of Federal Way, a municipal corporation hereinafter referred to as “Federal Way;” the City of Normandy Park, a municipal corporation hereinafter referred to as “Normandy Park;” the City of Tukwila, a municipal corporation hereinafter referred to as “Tukwila;” and the City of SeaTac, a municipal corporation hereinafter referred to as “SeaTac;” and all six cities collectively referred to as the “Parties” or “Cities”, for the purpose of providing local matching funds to the Washington State Department of Commerce, a state agency hereinafter referred to as “Commerce,” for the “Sea-Tac International Airport Impacts Study,” hereinafter referred to as “the Study.”

1. **Background.** The Washington State Legislature enacted Engrossed Substitute Senate Bill 6032 during the 2018 regular session. Section 127(63) (hereinafter referred to as “the Proviso”) provides in part that, “\$300,000 of the general fund-state appropriations for fiscal year 2019 and \$300,000 of the general fund-local appropriation are provided solely for the department to contract with a consultant to study the current and ongoing impacts of the Sea-Tac International Airport. The general fund-state funding provided in this subsection serves as a state match and may not be spent unless \$300,000 of local matching funds is transferred to the department.” The Parties have determined a method to equitably provide the local matching fund obligation of \$300,000 so that the Study may proceed.
2. **Purpose.** The purpose of this Agreement is for the Parties to define each Party’s funding obligation, which Party will enter into a contract with Commerce, and to establish a process for participating in and responding to the study as it is prepared by Commerce.
3. **Contract Administration.** The Parties agree that SeaTac will serve as the contracting and fiscal agent for the local matching contributions to the Study from the other jurisdictions and has the sole responsibility to collect any such funds. SeaTac commits to transfer funds to Commerce at such dates and in such amounts as required and will collect contributions from other jurisdictions either prior to or after such transfers occur.
4. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
  - a. Each Party shall assign a representative(s) (“Party Representative(s)”) to help prepare and participate in review of draft work products as provided by Commerce. The Party Representative for SeaTac will communicate any changes to schedules and other pertinent information in a timely manner so as to keep each Party apprised of the status of the Commerce’s work.
  - b. Time is of the essence for this Study. The Parties shall work expeditiously and in

good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed by Commerce to facilitate preparation of the Study.

5. **Contract Management.** The agreement with Commerce shall be solely administered by the City of SeaTac on behalf of all Parties. These responsibilities include arrangement of meetings with Commerce as needed to address the comments of the Parties and coordinating communications with Commerce.
6. **Fiscal Management.** By entering into this Agreement, the Parties commit to providing their defined share of the \$300,000 local matching funds. Management of fiscal matters associated with this Agreement shall be administered by the City of SeaTac. Parties shall transfer their defined share of local matching funds to SeaTac in accordance with the schedule identified in Exhibit A. While SeaTac may elect to transfer funds to Commerce in advance of receiving payments from all or some of the other Parties, the Parties affirm their share will be remitted to SeaTac on or before their established payment dates.
7. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect through completion of the Study process or full payment by all Parties per Exhibit A, whichever comes last. This Agreement may be extended upon mutual agreement of all Parties.
8. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other Parties and upon payment of the balance of their full defined share to the City of SeaTac. If the State Legislature or Commerce terminate the Study, SeaTac will remit any payments received but not sent to Commerce, plus any refund for payments received from Commerce to the Parties in accordance with defined local share as outlined in Exhibit A. The remittance by SeaTac to all Parties may be pro-rated equally if necessary to maintain the balance of contributions and refunds from Commerce.
9. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
10. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
11. **Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed in Exhibit B, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

12. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

13. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services. Use Commerce language.

14. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

**CITY OF BURIEN**

\_\_\_\_\_  
Brian J. Wilson, City Manager  
DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

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Lisa Marshall, City Attorney

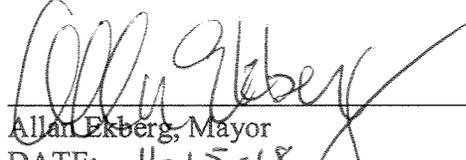
**CITY OF DES MOINES**

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Michael Matthias, City Manager  
DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

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Tim George, City Attorney

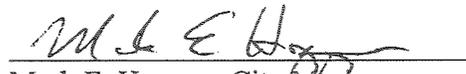
**CITY OF TUKWILA**

  
\_\_\_\_\_  
Allan Ekberg, Mayor  
DATE: 11-15-18

**APPROVED AS TO FORM:**

  
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Rachel Turpin, City Attorney

**CITY OF NORMANDY PARK**

  
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Mark E. Hoppen, City Manager  
DATE: 8/14/18

**APPROVED AS TO FORM:**

  
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James Haney, City Attorney

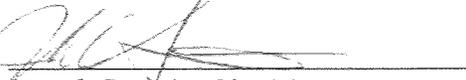
**CITY OF FEDERAL WAY**

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Jim Ferrell, Mayor  
DATE: \_\_\_\_\_

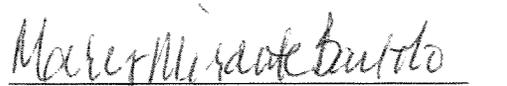
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J. Ryan Call, City Attorney

**CITY OF SEATAC**

  
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Joseph Scorcio, City Manager  
DATE: 9-21-18

**APPROVED AS TO FORM:**

  
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Mary E. Mirante Bartolo, City Attorney

**CITY OF BURIEN**

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Brian J. Wilson, City Manager  
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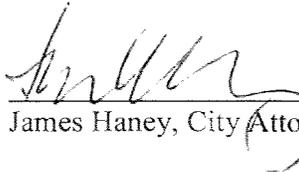
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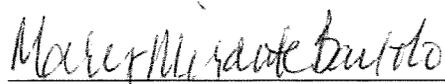
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**CITY OF BURIEN**

  
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Brian J. Wilson, City Manager  
DATE: 8/13/2018

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James Haney, City Attorney

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Jim Ferrell, Mayor

DATE: 9/5/18

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J. Ryan Call, City Attorney

**CITY OF SEATAC**

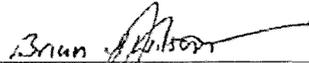
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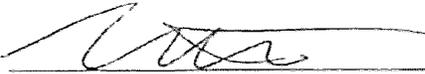
**CITY OF BURIEN**

  
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Brian J. Wilson, City Manager  
DATE: 8/13/2018

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Lisa Marshall, City Attorney

**CITY OF DES MOINES**

  
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Michael Matthias, City Manager  
DATE: 10-2-18

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Tim George, City Attorney

**CITY OF TUKWILA**

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DATE: \_\_\_\_\_

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**CITY OF BURIEN**

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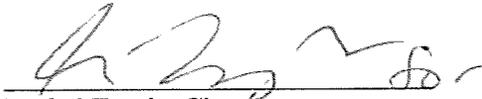
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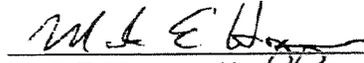
**CITY OF TUKWILA**

  
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Allan Ekberg, Mayor  
DATE: 11-15-18

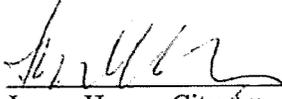
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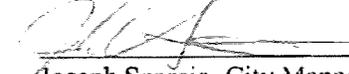
**CITY OF FEDERAL WAY**

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Jim Ferrell, Mayor  
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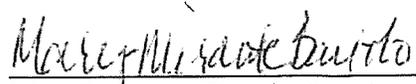
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J. Ryan Call, City Attorney

**CITY OF SEATAC**

  
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Joseph Scorcio, City Manager  
DATE: 9-21-18

**APPROVED AS TO FORM:**

  
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Mary E. Mirante Bartolo, City Attorney

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## EXHIBIT A

City	2017 OFM population estimate	Per Capita Share 0.7348 (5.1993 SeaTac)
Burien	50,680	\$37,238.24
Des Moines	30,860	\$22,675.06
Federal Way	96,350	\$70,795.27
Normandy Park	6,595	\$4,845.82
Tukwila	19,660	\$14,445.61
Other Cities Subtotal		\$150,000
SeaTac	28,850	\$150,000
Total Population Represented	232,995	
Total Local Match Funds for Study		\$300,000

### PAYMENT SCHEDULE

The Cities identified below agree to make payment to the City of SeaTac in the amount and on the dates indicated below. Payments shall be delivered to: City of SeaTac, Attn: Finance Department, 4800 South 188<sup>th</sup> Street, SeaTac, WA 98188, and should reference “Sea-Tac Impact Study Local Match.”

**Burien:** \$37,238.24 no later than September 30, 2018.

**Des Moines:** \$22,675.06 no later than July 1, 2019.

**Federal Way:** \$35,397.64 no later than January 31, 2019 and \$35,397.63 no later than January 31, 2020.

**Normandy Park:** \$4,845.82 no later than September 1, 2018.

**Tukwila:** \$14,445.61 no later than December 31, 2018.

## EXHIBIT B

1. Brian J. Wilson, City Manager,  
Burien City Hall, 400 SW 152nd St., Suite 300, Burien, WA 98166
2. Lisa Marshall, City Attorney,  
Burien City Hall, 400 SW 152nd St., Suite 300, Burien, WA 98166
3. Michael Matthias, City Manager,  
City of Des Moines, 21630 11th Ave. S., Suite A, Des Moines, WA 98198
4. Tim George, City Attorney, City of Des Moines,  
21630 11th Ave. S., Suite D, Des Moines, WA 98198
5. Allan Ekberg, Mayor, City of Tukwila,  
6200 Southcenter Boulevard, Tukwila, WA 98188
6. Rachel Turpin, City Attorney, City of Tukwila,  
Kenyon Disend, PLLC, 11 Front St. S., Issaquah, WA 98027
7. Mark E. Hoppen, City Manager,  
Normandy Park City Hall, 801 SW 174th Street, Normandy Park, WA 98166
8. Jim Haney, City Attorney, City of Normandy Park,  
Ogden Murphy Wallace, P.L.L.C., 901 5th Ave., Ste. 3500, Seattle, WA 98164
9. Jim Ferrell, Mayor,  
Federal Way City Hall, 33325 8th Ave. S., Federal Way, WA 98003
10. Ryan Call, City Attorney,  
Federal Way City Hall, 33325 8th Ave. S., Federal Way, WA 98003
11. Joseph Scorcio, City Manager,  
SeaTac City Hall, 4800 South 188th Street, SeaTac, WA 98188
12. Mary E. Mirante Bartolo,  
SeaTac City Hall, 4800 South 188th Street, SeaTac, WA 98188