



Transportation & Public Works Meeting Agenda

Thursday, February 21, 2019
4:30 PM to 6:00 PM
SeaTac City Hall – Riverton Room

Councilmembers:
Peter Kwon, Chair
Rick Forschler
Pam Fernald

A quorum of the Council may be present

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

TIME	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total, 3 minutes per individual. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	5
3	Prior Minutes Approval	Approve minutes January 17	Chair	
4	Condemnation Ordinance	Discussion/Recommendation	Will Appleton	30
5	Inter Local Agreement with City of Des Moines for Des Moines Memorial Drive/South 200 th Street Project	Discussion/Recommendation	Florendo Cabudol	30
6	Adjourn	Adjourn Meeting	Chair	



Transportation & Public Works Committee Meeting Minutes

**Approve Prior
Meeting Minutes**

Thursday, January 17, 2019
4:30 PM – 6:00 PM
SeaTac City Hall – Riverton Room

Members:	Present:	Absent:	Commence: 4:30 PM Adjourn: 5:41 PM
Peter Kwon, Chair	X		
Rick Forschler	X		
Pam Fernald		X	

Other Councilmembers in attendance: Mayor Sitterly; Joel Wachtel

Staff Coordinator: Florendo Cabudol, City Engineer

Other Staff Present: Anita Woodmass; Joe Scorcio; Kamal Mahmoud; CM Carl Cole; Steve Pilcher; Mark Johnsen; Colum Lang

Sound Transit Staff present: Dan Abernathy; Zach Eskanski; Kathy O'Brien; Jefferson Rose; Dana Wilks; Bruce (?)

1. Public Comment	No Public Comment
2. Approve Prior Meetings' Minutes	Minutes from December 20 Special T&PW Meeting were recommended by Committee to move to February 12 Regular Council Meeting for approval.
3. Sound Transit Update on Development Agreement and Transit Way Agreement	<p>Update/Action</p> <p>Staff led a presentation asking for Committee recommendation on the draft Development Agreement (DA) and Transit Way Agreement (TA). A signed letter of Understanding from Sound Transit CEO regarding ongoing Operations and Maintenance Commitments in SeaTac was handed out and discussed. This will be part of the Regular Council meeting packet for next week, January 22.</p> <p>Staff summarized the committee and public hearing process remaining to approve the Development Agreement and the Transit Way Agreement. There are four outstanding issues: Fire – reimbursement for training and response. City will administer reimbursement from Regional Fire Authority. Sound Transit previously paid \$600K for the purchase of a ladder apparatus to the RFA's fleet to improve emergency access to the light rail transit (LRT) system.</p>

	<p>Landscaping – Sound Transit is to be treated as a developer and any departures from code is included in the DA. Pedestrian Lighting – not required in code; any pedestrian lighting installed in SeaTac ROW to be absorbed into Public Works asset management plan.</p> <p>Fencing – A response from Sound Transit will be provided within 48 hours for any issues related to the permanent/temporary fencing.</p> <p>Hide & Ride – won't know issues to address until design process starts due to nature of the Design Build delivery method.</p> <p>A question was raised if the agreement will be fixed with no revisions allowed over time. Is there an opportunity to capture lessons learned or observations that warrant tweaking to the agreement? A response was provided that a unified transit way agreement has been committed to by Sound Transit to capture conditions of all associated Development Agreements. There is a commitment to execute a unified Transit Way Agreement by 2021.</p> <p>Follow up on adjacent TOD sites to Sound Transit facilities. Sound Transit committed to bringing surplus Sound Transit owned properties to market so they may be redeveloped.</p> <p>Sound Transit staff reiterated a commitment moving forward to be a better partner. This has led to the signed Letter of Understanding from CEO Peter Rogoff regarding commitment to service and response times when maintenance issues arise.</p> <p>King County Metro handles maintenance for Sound Transit. See the slide titled "How Things are Different" to see commitment regarding change in operations.</p> <p>A single point of contact, Jefferson Rose, Community Outreach Specialist, has been assigned to respond to complaints regarding maintenance and operations. Sound Transit asks for a single point of contact from the City of SeaTac, as well. The PowerPoint presentation includes a slide on recent examples of response/communication.</p> <p>Sound Transit is considering building redundancies with elevators at existing high use stations.</p> <p>A question was raised if there was any funding impact from the current Tim Eyman initiative? How does the DA/TA protect the City? Sound Transit stated that the extension to Kent/Des Moines station is ST2 and is fully funded.</p> <p>Committee recommended the agreements be brought forward to January 22 Regular Council Meeting.</p>
Resolution declaring any project not applicable to	Discussion/Action

<p>statute RCW 8.26 (regarding relocation)</p>	<p>Assistant Senior City Attorney Mark Johnsen briefed the committee on this resolution.</p> <p>Staff stated that this resolution may apply to other projects initiated prior to 12/31/17 in addition to ST-125, if the corresponding criteria is met.</p> <p>Committee asked for an example on ST-125 project regarding property relocation. Staff provided an example situation.</p> <p>Committee recommended resolution to move forward to Regular Council Meeting.</p>
<p>Des Moines Memorial Drive South & South 200th Street Intersection Project (ST-065) Update</p>	<p>Update/Action</p> <p>Staff presented the changes in design on this project necessitating an additional budget ask. The project was initially planned to stay within the right of way only, but are unable to do so because of elements related to undergrounding of utilities, turn pocket length requirements, and impacts to existing septic systems adjacent to the project area.</p> <p>Committee recommended to move this item forward to Regular Council Meeting for action.</p>
<p>4. Adjourn</p>	<p><u>Adjourn Meeting</u></p>

Approve Prior Meeting Minutes



MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 2/21/19

Subject: Condemnation Ordinance for Public Works Projects – Des Moines Memorial Drive South/South 200th St Intersection and Military Road South/South 152nd Street

Purpose:

To inform the Committee and seek recommendation to proceed with presenting ordinances for Council review and action to exercise condemnation authority on two Public Works Projects. The projects are the Des Moines Memorial Drive South and South 200th Street intersection project and the Military Road South and South 152nd Street project.

Background:

In order to construct these important projects, the City must acquire additional property rights from several parcels adjacent to each Project. The need for additional property for right-of-way is due to several reasons:

- Space required for turn left and/or right turn lanes
- Curb returns at corner(s) of the intersection
- Construction of retaining walls

Affected property owners have been notified and negotiations for these property rights are ongoing. Staff and its project team are hopeful that negotiations will result in a mutually agreed settlement. However, to maintain project schedule, staff recommends that Council adopts ordinances for each project to acquire the needed property rights through eminent domain if necessary. Staff has sent notices to affected property owners, via certified mail, and will post notices in the Seattle Times and at City Hall of the pending exercise of condemnation authority for each project.

On March 12, 2019 at 6:00 p.m., the SeaTac City Council will consider taking final action on an Ordinance authorizing condemnation in order to acquire the property rights needed for the Project. The public will have an opportunity to provide comment to the City Council prior to them taking final action. A presentation will be given to Council regarding the proposed Ordinances at their Regular Council Meeting on February 26, 2019.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing and providing for the acquisition of certain properties for the City street/road system specifically the Military Road South and South 152nd Street project; declaring public use and necessity for specific land and property to be condemned; and authorizing the City Attorney to file a Petition for condemnation in King County Superior Court, and authorizing payment therefore, from the City's 307 Transportation Fund.

WHEREAS, the Military Road South and South 152nd Street Project ("Project") will consist of building road improvements along Military Road South and South 152nd Street and more specifically the construction of a traffic signal system, turn lanes, curbs, gutters, sidewalk, bike lanes, storm drainage, conversion of utilities to underground, utility lines, street lighting, and paving; and

WHEREAS, the Project is contained in the City's 2019 Transportation Improvement Plan (TIP), the 2019-2024 Capital Improvement Plan (CIP), and the Capital Facilities Element of the City's Comprehensive Plan; and

WHEREAS, certain lands and properties must be acquired in order to provide the necessary rights-of-way for construction and operation of the Project; and

WHEREAS, public use and necessity require that the property and property rights herein identified be condemned, appropriated, and taken for public use for Project purposes as it may now or hereafter declare in the public interest; and

WHEREAS, in the event that negotiated acquisition is not fully successful well in advance of the anticipated commencement of construction, it is essential that the City initiate condemnation proceedings; and

WHEREAS, notice of the planned final action set forth herein was provided in accordance with RCW 8.25.290;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. Acquisition of the properties identified and legally described on Exhibit “A”, which is attached and made a part of this Ordinance, is necessary to the public use for the Military Road South and South 152nd Street project.

Section 2. Reservation. Nothing in this Ordinance limits the City in its identification and acquisition of property and property rights necessary for its system of streets and roads, and utility improvements therein. The City reserves the right to acquire other or different properties for the Project.

Section 3. Prosecution. The City’s Legal Department, at the direction of the City Attorney, is hereby authorized to commence condemnation proceedings, pursuant to law. In conducting said condemnation proceedings, the City’s Legal Department and/or City Manager is hereby authorized to enter into any agreements necessary to effectuate the property acquisition described in the Ordinance, including any stipulations necessary for the purpose of minimizing damages, including but not limited to, the modification of the interest to be acquired by the City. The Public Works Director, in consultation with the City’s Legal Department, is authorized to make minor amendments to the legal description of properties described in the attached Exhibit “A” as may be necessary to correct scrivener’s errors and/or to conform the legal description to the precise boundaries of the property required for the Project.

Section 4. Funding. Compensation to be paid to the owners of the aforesaid property and costs of litigation, shall be paid from the City’s 307-Transportation CIP Fund.

Section 5. Codification. This Ordinance shall not be codified in the SeaTac Municipal Code.

Section 6. Effective Date. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2019, and signed in authentication thereof on this _____ day of _____, 2019.

CITY OF SEATAC

Erin Sitterley, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

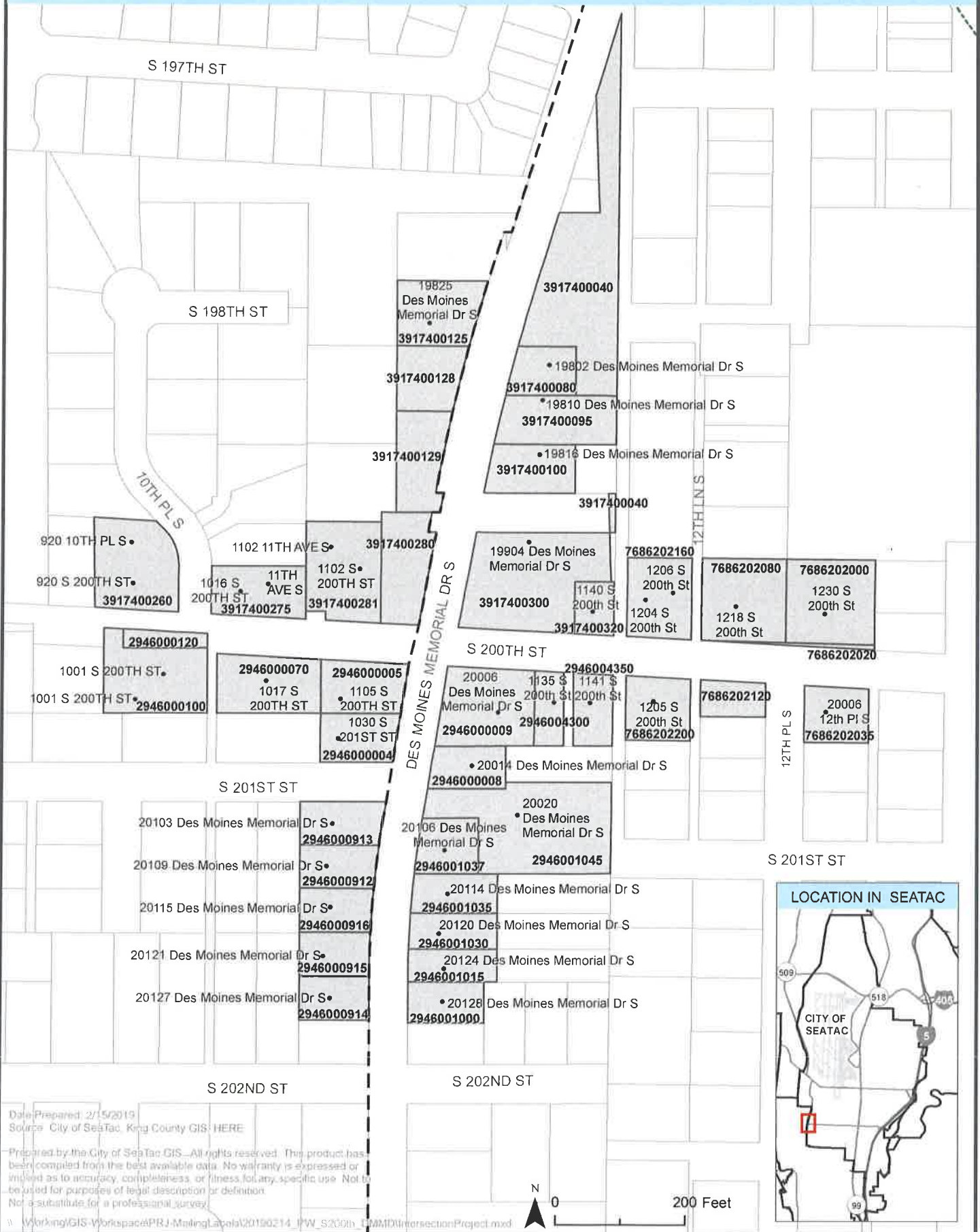
Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[Military Road South and South 152nd Street project]

S 200th St and Des Moines Memorial Drive Intersection Improvement Project

City of SeaTac



Date Prepared: 2/15/2019
 Source: City of SeaTac, King County GIS HERE
 Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.
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MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Florendo Cabudol, City Engineer
Date: 2/21/19
Subject: Interlocal Agreement with City of Des Moines for Des Moines Memorial Drive South/South 200th St Intersection project

Purpose:

To inform the Committee and seek recommendation to proceed with bringing an interlocal agreement with the City of Des Moines for Council review and action. The ILA is related to the Des Moines Memorial Drive South and South 200th Street intersection project.

Background:

An interlocal agreement is being negotiated with the City of Des Moines for a financial contribution towards the Des Moines Memorial Drive South and South 200th Street Intersection project (Project). The funds will help pay for the costs associated with the improvements being built within the City of Des Moines (west leg of intersection). Construction is scheduled to start this Spring, and will consist of building road improvements at the intersection of Des Moines Memorial Drive South and South 200th Street and more specifically the construction of a traffic signal system, turn lanes, curbs, gutters, sidewalk, bike lanes, storm drainage, conversion of utilities to underground, utility lines, street lighting, and paving.

Interlocal Agreement for the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project

This Agreement is entered into by the City of SeaTac (SEATAC) and the City of Des Moines (DES MOINES), collectively referred to as “Parties” and individually referred to as “Party.”

WHEREAS, SEATAC is planning to construct the Des Moines Memorial Drive and South 200th Street Intersection Improvement Project (PROJECT) that will construct left turn lanes at all four legs of the intersection and a right turn lane on the east leg. The west leg of the intersection is located in DES MOINES jurisdiction, while the north, south and east legs are located in SEATAC jurisdiction. Sidewalks and bike lanes will be extended to the beginning of the turn pocket transitions or approximately 300-feet in each direction. The existing span wire traffic signal will be replaced with a mast arm system and the street lighting will be upgraded. Curb ramps and pedestrian signals will be upgraded to current ADA and APS standards and the storm drainage system will be reconstructed; and

WHEREAS, the PROJECT is currently under design by SEATAC through a professional engineering services contract; and

WHEREAS, the PROJECT will require right of way (ROW) acquisition within SEATAC and DES MOINES jurisdiction: and

WHEREAS, the PROJECT is programmed by SEATAC for construction in 2019/2020; and

WHEREAS, construction of the PROJECT benefits both Parties; and

WHEREAS, DES MOINES is willing to provide a one-time Lump Sum payment to reimburse SEATAC for the design, ROW acquisition, and construction costs of PROJECT elements within DES MOINES’ jurisdiction (WORK), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, and Attachment A which is attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1. This Agreement defines the roles and responsibilities between the Parties for construction of the PROJECT, including design, ROW acquisition, construction, and maintenance; and specifies reimbursement to SEATAC by DES MOINES for the costs of performing the WORK.

2. SEATAC RESPONSIBILITIES

- 2.1. SEATAC shall design and construct the PROJECT to be consistent with the “Proposed Design” as specified in Attachment A.
 - 2.1.1.
- 2.2. SEATAC shall submit to DES MOINES, for DES MOINES review and written approval of all PROJECT elements to be constructed within DES MOINES right of way, as shown in 100% design plans and specifications.
- 2.3. SEATAC shall construct the PROJECT in accordance with the approved plans and specifications, as provided in the 100% design plan. Prior to constructing the PROJECT, SEATAC shall:
 - 2.3.1. Provide DES MOINES a construction schedule that shall be updated as the construction proceeds;
 - 2.3.2. Give DES MOINES written notice fourteen (14) calendar days prior to the start of the construction of the PROJECT;
 - 2.3.3. Coordinate with DES MOINES on the correction of items identified during construction as not conforming to the approved plans and specifications.
- 2.4. Within one hundred and eighty (180) calendar days following SEATAC’s final acceptance of the PROJECT, SEATAC shall submit to DES MOINES an electronic copy and a complete set of reproducible as-built plans signed and stamped by the engineer of record.
- 2.5. Prior to SEATAC’s final acceptance of the PROJECT, SEATAC shall be responsible for all operation, maintenance, repair, removal and/or replacement of all PROJECT elements. Subsequent to final acceptance DES MOINES shall be responsible for all operation, maintenance, repair, removal and/or replacement of all PROJECT elements.

3. DES MOINES RESPONSIBILITIES

- 3.1. DES MOINES shall review and approve the 100% plans and return written review comments to SEATAC within _____ calendar days.
- 3.2. DES MOINES, at its discretion and sole cost, may furnish an inspector during construction of the WORK.
 - 3.2.1. DES MOINES’ Designated Representative specified in Section 5 will provide SEATAC with the contact information for its inspector. All contact between said

inspector and SEATAC's contractor shall be through SEATAC's Designated Representative as specified in Section 5.

3.2.2. During construction of the PROJECT, DES MOINES shall have the right to inspect the WORK and shall notify SEATAC of any necessary changes or the need for corrections if any element of the WORK is contrary to the approved plans and specifications. If DES MOINES provides written notification to SEATAC of any required changes or corrections, SEATAC shall respond to DES MOINES within five (5) calendar days with a written plan on how the changes and/or corrections will be addressed.

4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT

4.1. Final Inspection - SEATAC shall administer Final Inspection of the PROJECT. DES MOINES shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. DES MOINES will submit to SEATAC a complete list of concerns or deficiencies within ten (10) calendar days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. SEATAC shall provide notice of the time and date of the Final Inspection to DES MOINES a minimum of fourteen (14) calendar days prior to the Final Inspection.

4.2. DES MOINES Final Acceptance of WORK - After Final Inspection and DES MOINES' determination of adequate completion of any and all punch list work, DES MOINES will issue a letter of final acceptance to SEATAC for the WORK. If DES MOINES determines that any elements of punch list work have not been adequately completed, DES MOINES shall provide written notice to SEATAC, detailing the deficiencies or incomplete WORK within fifteen (15) calendar days after Final Inspection. Failure of DES MOINES to issue a notice letter of final acceptance within fifteen (15) calendar days after Final Inspection shall constitute acceptance of the WORK by DES MOINES.

4.3. Ongoing Operation and Maintenance - Upon final acceptance of the PROJECT by both Parties, all PROJECT elements within DES MOINES shall be the responsibility of DES MOINES to operate, maintain and repair.

5. DESIGNATED REPRESENTATIVES

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC: Florendo Cabudol
Public Works Department
4800 South 188th Street
SeaTac, WA 98188
(206) 973-4740 fcabudol@seatacwa.gov

5.1.2. For DES MOINES: City of Des Moines
ATTN: Transportation and Engineering Services Manager
Andrew Merges, P.E.
21650 11th Avenue South
Des Moines, WA 98198-6317

206-870-6525

6. PAYMENT

6.1. DES MOINES will pay SEATAC a lump sum payment of \$ _____ to be no later _____.

6.2. The Parties agree that the Engineering Estimates for each phase outlined below are the basis for determining SEATAC's compensation for the WORK, which totals \$537,600.

- 6.2.1. Preliminary Engineering (PE) – \$57,600
- 6.2.2. Right-of-Way Acquisition (RW) - \$12,000
- 6.2.3. Construction (CN) - \$417,800
- 6.2.4. Construction Administration (CA) - \$50,200

6.3. If DES MOINES initiates a Change Order per DES MOINES requests during construction through SEATAC contract administration, DES MOINES shall fully reimburse SEATAC for the change based on payment made to the Contractor.

7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR

7.1. In the event SEATAC's contractor files any claims for additional payment associated with the WORK, DES MOINES shall not be obligated to pay such claims or their cost of defense.

7.2. .

8. RIGHT OF ENTRY

8.1. SEATAC hereby grants to DES MOINES, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all SEATAC-owned property necessary for DES MOINES' design review and construction inspection of the WORK.

8.2. DES MOINES hereby grants to SEATAC and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all public right-of-way in which SEATAC has an interest for the purpose of performing the WORK.

8.2.1. WORK activities utilizing DES MOINES right-of-way shall be approved through Right-of-Way permit application. In consideration of the PROJECT mutual benefits, all permit fees shall be waived.

9. TERM

9.1. This Agreement is effective as of _____, 2019 and will terminate upon DES MOINES' acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

10. TERMINATION

Neither SEATAC nor DES MOINES may terminate this Agreement without the written concurrence of the other Party.

10.1.1. If this Agreement is terminated by DES MOINES prior to the fulfillment of the terms stated herein, DES MOINES agrees to reimburse SEATAC for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.1.1. If payment has been made as outlined in Section 6 by DES MOINES prior to agreement termination, SEA TAC will reimburse DES MOINES the Lump Sum Payment minus actual direct and indirect expenses.

10.1.2. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. AMENDMENT

11.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

12. INDEPENDENT CONTRACTOR

12.1. SEATAC shall be deemed an independent contractor for all purposes and the employees of SEATAC or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of DES MOINES.

13. INDEMNIFICATION AND INSURANCE

13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the

scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) DES MOINES, its employees, authorized agents, contractors and/or subcontractors and (b) SEATAC, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.

- 13.2. SEATAC shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of Des Moines and its officers and employees primary non-contributory additional insureds, with policy limits in the following amounts:

Commercial General Liability--\$3.0 million.

Automobile Liability--\$2.0 million per occurrence.

Worker's Compensation--Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. SEATAC shall obtain a certificate of insurance that complies with the requirements above, which must be approved by the DES MOINES Risk Management or Legal Department.

- 13.3. This Section 13 shall survive termination of this Agreement.

14. DISPUTES

- 14.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

15. VENUE

- 15.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional

Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

16. RECORDS RETENTION AND AUDIT

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by DES MOINES, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

CITY OF DES MOINES

By (print):

By (print):

Signature:
City Manager

Signature:
City Manager

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

Date:

Date: