

**CITY OF SEATAC  
DISTRIBUTION SCHEDULE**

<b>Agreement #:</b> 18-A144	Interlocal Agreement with WSDOT (Washington State Department of Transportation) for shared funding for Construction of the Puget Sound Gateway Program (SR 509 Extension).
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**Term:** 7/1/2018 - Ongoing

**Reference to:** AB 4923      **Approved:** 6/12/2018


**Department/Contact:** Public Works

**Amendments:**

No.	Reference to:	Date approved:	Changes to Agreement per amendment:

**Comments:** \$4,000,000

**Retain this record until after:** 10 Years After Termination

**Date Reviewed by Records Manager:** 01/07/19 

**Interlocal Agreement for the Construction of the  
Puget Sound Gateway Program**

This INTERLOCAL AGREEMENT (Agreement) is entered into between the City of SeaTac (CITY) and the Washington State Department of Transportation (WSDOT), collectively referred to as the "Parties" and individually referred to as the "Party."

**WHEREAS**, pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM); and

**WHEREAS**, in 2015 the Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package; and

**WHEREAS**, in funding the PROGRAM, the Legislature directed that \$130 million of the \$1.875 billion is to come through local funding sources; and

**WHEREAS**, the north segment of the State Route 509 Completion Project (PROJECT) is part of the PROGRAM and is largely within the CITY. It includes 188<sup>th</sup> South Ramps, SeaTac Access with Ramps to 28<sup>th</sup>/24<sup>th</sup> Avenue South, Veterans Drive Extension and Lake to Sound Trail as called out on page 5 of Attachment B; and

**WHEREAS**, since 2007, in recognition of the local and regional benefits that it will bring to the Puget Sound region, the CITY has been a strong proponent and has taken an active role in completing the PROJECT; and

**WHEREAS**, in 2013 the SeaTac City Council passed Resolution 13-007 (Attachment A) expressing its strong support for a transportation investment package inclusive of funding for the PROJECT; and

**WHEREAS**, the PROJECT now includes a full folded diamond interchange at South 188<sup>th</sup> Street as shown on the Attachment C (these ramp improvements referred to as 188<sup>th</sup> South Ramps in the Attachment B) and a SeaTac Access half interchange with two lanes in each directions and ramps at 28<sup>th</sup>/24<sup>th</sup> Avenue South, both within the CITY; and

**WHEREAS**, The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Attachment B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level; and

**WHEREAS**, the CITY is willing to contribute both matching funds and real estate towards the required local contribution;

**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 the Attachments A, B and C which are attached hereto and by this reference made a part,

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PURPOSE**

1.1. This Agreement quantifies the CITY's local contribution commitment to be applied towards the construction of the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties for delivery of the PROJECT.

**2. WSDOT RESPONSIBILITIES**

2.1. WSDOT shall design and construct the PROJECT to be consistent with the Proposed Design Alternative as specified in Attachment C, subject to any deviations made in accordance with Section 2.3 below.

2.2. WSDOT shall manage implementation of the PROJECT to minimize the duration of construction while maintaining the full scope of the Proposed Design Alternative specified in Attachment C.

2.3. WSDOT shall coordinate and seek concurrence from Local Agency Partners on any significant deviations from the Proposed Design Alternative contemplated during implementation of the PROJECT as specified in Attachment C.

**3. FUNDING AND PAYMENT RESPONSIBILITIES**

3.1. In consideration of the faithful performance of this Agreement, the CITY agrees to contribute local agency matching funds or property to the PROJECT component of the PROGRAM having a value not to exceed Four Million Dollars (\$4,000,000) according to the following schedule:

PROJECT STAGE 1: The CITY shall transfer to the State of Washington real estate and/or cash valued in an amount not to exceed Two Million Dollars (\$2,000,000) to be applied towards the SeaTac Access Local Nexus Project as identified in the MOU dated July 1, 2018 and the commitment letter from the CITY to WSDOT dated April 13, 2018. WSDOT shall be responsible for all costs associated with the real estate appraisal and transfer process, which is expected to be completed in 2018.

PROJECT STAGE 2: Following the receipt by the CITY of Construction Sales Tax from the PROJECT in an amount of Two Million Dollars (\$2,000,000) and upon WSDOT's request, funds in an amount not to exceed Two Million Dollars (\$2,000,000) will be contributed to the PROJECT by the CITY; Said funds shall only be applied towards the construction of the South 188<sup>th</sup> Street Interchange, referred to as 188<sup>th</sup> South Ramps Project in the MOU dated July 1, 2018, and as

described and depicted in the Proposed Design Alternative in Attachment C (full folded diamond interchange), unless otherwise approved by the SeaTac City Council.

- 3.2. The CITY shall not be obligated to contribute local agency matching funds in real estate and/or cash in excess of Four Million Dollars (\$4,000,000) for the PROJECT. If WSDOT requests additional funds from the CITY in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon, and subject to SeaTac City Council approval.

#### 4. DESIGNATED REPRESENTATIVES

- 4.1. Project related communications between the Parties, including, but not limited to, invoicing and administration for this Agreement will be between the Designated Representatives of each Party, as follows:

4.1.1. For SEATAC:  
William Appleton  
Public Works Director  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
(206) 973-4741  
[Wappleton@ci.seatac.wa.us](mailto:Wappleton@ci.seatac.wa.us)

4.1.2. For WSDOT:  
Craig Stone  
Program Administrator  
999 Third Avenue, Suite 2200  
Seattle, WA 98104  
(206) 805-2961  
[StoneC@wsdot.wa.gov](mailto:StoneC@wsdot.wa.gov)

#### 5. TERM

- 5.1. This Agreement is effective as of the last date of execution and will terminate upon either the CITY's fulfillment of its local match commitment of Four Million Dollars (\$4,000,000), upon cancelation of the PROJECT, or upon completion of the PROJECT whichever comes first. This Agreement may also be terminated pursuant to Section 6, TERMINATION.

#### 6. TERMINATION

- 6.1 Neither WSDOT nor the CITY may terminate this Agreement without the written concurrence of the other Party.

6.1.1. If this Agreement is terminated by the CITY prior to the fulfillment of the terms stated herein, the CITY agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the

PROJECT up to the date of termination, as well as the costs of non-cancelable obligations.

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

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

## **7. AMENDMENT**

7.1. 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.

## **8. INDEMNIFICATION AND HOLD HARMLESS**

8.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

## **9. DISPUTES**

9.1. 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 their own costs and fees.

10. VENUE

10.1. 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 their own attorneys' fees, witness fees, and costs.

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

CITY OF SEATAC

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

GWEN PILO  
By (print): Joseph Scorciò

CRANG STONE  
By (print):

Gwen Pilo  
Signature:  
City Manager ACTING

Craig Stone  
Signature:  
Gateway Program Administrator

11/8/18  
Date:

11/27/18  
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mark S. Johnsen  
City of SeaTac Legal Department

L. Scott Lockwood  
Assistant Attorney General

MARK S. JOHNSEN  
By (print):

L. Scott Lockwood  
By: L. Scott Lockwood

11/7/2018  
Date:

10/30/2018  
Date:

## ATTACHMENT A

### RESOLUTION NO. 13-007

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAAC, WASHINGTON, EXPRESSING ITS STRONG SUPPORT OF A 2013 TRANSPORTATION INVESTMENT PACKAGE

WHEREAS, a healthy transportation system is a critical foundation of our state and local economies and our quality of life, as well as our global position as the nation's most trade-dependent state; and

WHEREAS, Washington state's transportation system is suffering from disrepair, with a backlog of maintenance and preservation needs, and data showing that without any new investments, more than half the pavement on our state roads and highways will be in poor condition by 2023; and

WHEREAS, failing roads and bridges, congested highway corridors, and bottlenecked interchanges undermine the mobility of vehicles, buses, and freight carriers to transport people and goods; and

WHEREAS, the Connecting Washington Task Force released a report in early 2012, identifying \$50 billion in unfunded transportation needs and recommending an investment of \$21 billion in state funding during the next 10 years for maintenance, preservation, and strategic investments; and

WHEREAS, investing in maintaining and upgrading our transportation system is a positive step the Legislature can take to catalyze construction jobs, enhance freight mobility for our Ports, and create a pathway for retaining and growing new jobs for key industry sectors; and

WHEREAS, through SHB 1954, SHB 1955 and related bills, the 2013 Washington State Legislature is considering a 12-year, \$9.5 billion package of transportation infrastructure investments; and

in Olympia, during the Special Session to create jobs, relieve congestion, support our businesses, and maintain our quality of life.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:


Section 1. The City Council hereby takes an official position in strong support of a comprehensive transportation investment and reform package, including direct funding and funding options for local governments.


Section 2. The City Council strongly encourages lawmakers to approve and enact this package in Olympia.


Section 3. That the City Manager is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including, but not limited to forwarding copies of this Resolution and its message to our representatives in the state legislature and to others at the State of Washington.

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 28th day of May, 2013

  
CITY OF SEATAC  
ANTHONY ANDERSON  
MAYOR

  
CITY OF SEATAC  
KRISTINA GREGG  
CITY CLERK

APPROVED AS TO FORM:  
  
CITY OF SEATAC  
MARY MIRANTE BARTOLO  
CITY ATTORNEY



ATTACHMENT B



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 28, 2018

The Honorable Steve Hobbs  
Chair  
Senate Transportation Committee  
P.O. Box 40444  
Olympia, WA 98504-0444

The Honorable Judy Clibborn  
Chair  
House Transportation Committee  
P.O. Box 40600  
Olympia, WA 98504-0600

The Honorable Curtis King  
Ranking Member  
Senate Transportation Committee  
P.O. Box 40414  
Olympia, WA 98504-0414

The Honorable Mark Harmsworth  
Ranking Member  
House Transportation Committee  
P.O. Box 40600  
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

*The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.*

In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called "Local Nexus Projects." The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

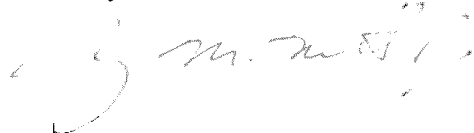
Puget Sound Gateway Program Memorandum of Understanding  
June 28, 2018  
Page 2

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the Puget Sound Gateway Program, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Millar", is written over a faint, circular stamp or watermark.

Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

# **Puget Sound Gateway Program SR 167 and SR 509 Completion Projects**

## **Local Funding and Phasing Memorandum of Understanding**

### **1. Participating Parties**

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- Port of Seattle
- Port of Tacoma
- King County
- Pierce County
- City of Algona
- City of Auburn
- City of Burien
- City of Des Moines
- City of Edgewood
- City of Federal Way
- City of Fife
- City of Kent
- City of Milton
- City of Pacific
- City of Puyallup
- City of SeaTac
- City of Sumner
- City of Tacoma

### **2. Background and Purpose of MOU**

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

*The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.*

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	<b>SR 167</b>	<b>SR 509</b>	<b>TOTAL</b>
<b>Port contributions</b>	\$30 million	\$30 million	<b>\$60 million</b>
<b>Federal INFRA grant</b>	\$10 million	\$10 million	<b>\$20 million</b>
<b>Local agency partner match</b>	\$10 million	\$10 million	<b>\$20 million</b>
<b>Other Grants (PSRC, FMSIB, TIB)</b>	\$20 million	\$10 million	<b>\$30 million</b>
<b>Total</b>	<b>\$70 million</b>	<b>\$60 million</b>	<b>\$130 million</b>

### 3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called "Local Nexus Projects," are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 <sup>th</sup> South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 <sup>th</sup> /24 <sup>th</sup> Avenue South	54 <sup>th</sup> Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 <sup>th</sup> Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

#### 4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

*All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.*

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

#### **5. Benefit Assessment Methodology**

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

**6. Local Jurisdiction Anticipated Contributions to the Program**

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

**Stage 1 Grant Pursuits for Local Nexus Projects**

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 <sup>th</sup> Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
<b>Total Stage 1</b>			<b>\$54,900,000</b>			<b>\$38,100,000</b>	<b>\$93,000,000</b>

### Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 <sup>th</sup> Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
<b>Total Stage 2</b>			<b>\$14,000,000</b>			<b>\$35,000,000</b>	<b>\$49,000,000</b>
<b>Total Stages 1 &amp; 2</b>			<b>\$68,900,000</b>			<b>\$73,100,000</b>	<b>\$142,000,000</b>

\* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

## 7. Terms and Termination

### 7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict



between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

## **7.2. Dispute Resolution**

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

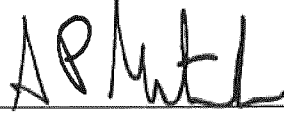
## **7.3 Conditions for Termination of Participation**

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

## **8. Period of Agreement.**

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories



Stephen P. Metruck  
Executive Director  
Port of Seattle

6/21/18

Date



John Wolfe  
Chief Executive Officer  
Port of Tacoma

5/30/18

Date



Dow Constantine  
County Executive  
King County

6/22/18

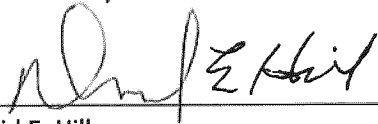
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Bruce Dammeier  
County Executive  
Pierce County

5/30/18

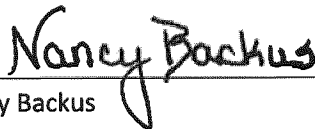
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David E. Hill  
Mayor  
City of Algona

6/25/18

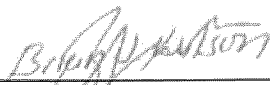
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Nancy Backus  
Mayor  
City of Auburn

6/11/18


Date




Brian Wilson  
City Manager  
City of Burien

6/17/18

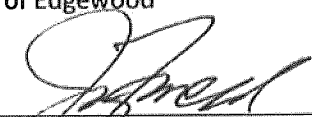
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Michael Matthias  
City Manager  
City of Des Moines


6/26/18  
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Date

  
\_\_\_\_\_  
Daryl Eiding  
Mayor  
City of Edgewood

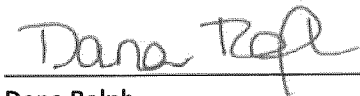
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\_\_\_\_\_  
Jim Ferrell  
Mayor  
City of Federal Way


6/20/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Hulcey  
Councilmember  
City of Fife


6/20/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dana Ralph  
Mayor  
City of Kent


6/26/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shanna Styron-Sherrell  
Mayor  
City of Milton

6/21/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Leanne Guier  
Mayor  
City of Pacific

6/21/18  
\_\_\_\_\_  
Date

  
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Kevin Yamamoto  
City Manager  
City of Puyallup

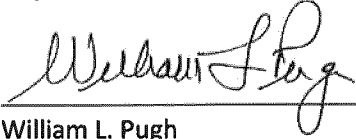
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Mally the name Barolo, Seatac

Joseph Scorcio  
City Manager  
City of SeaTac

6/28/18

Date



William L. Pugh  
Mayor  
City of Sumner

6/8/18


Date



Elizabeth A. Pauli  
City Manager  
City of Tacoma

6/27/18

Date

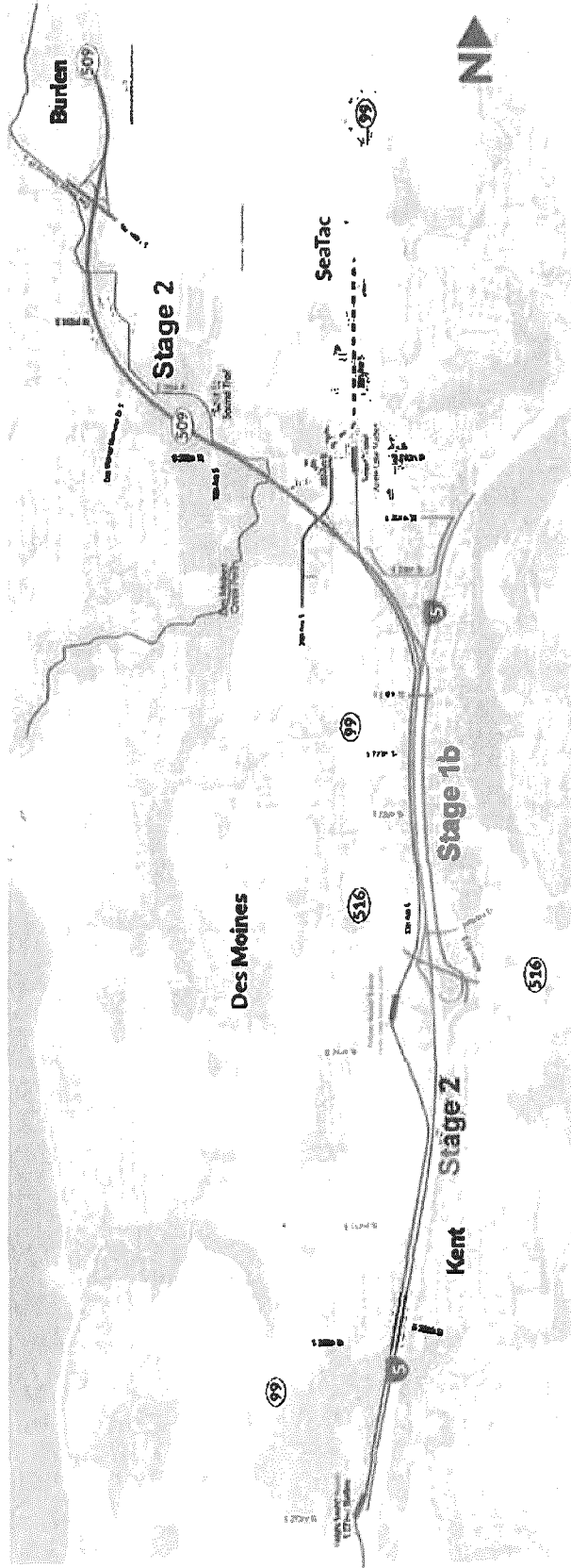


Roger Millar  
Secretary of Transportation  
Washington State Department of Transportation

6/27/18

Date

# SR 509 Construction Stages



# SR 509 Phase 1 Construction Stages

- **Stage 1a (built by Sound Transit):**
  - Builds new SR 99 Bridge
  - Builds retaining walls along I-5 between the guideway and the southbound collector/distributor
  
- **Stage 1b:**
  - Reconstructs the I-5/SR 516 interchange including the connection to Veterans Drive
  - Reconstructs the S. 216th St. Bridge
  - Builds new northbound I-5 auxiliary lane and southbound I-5 collector/distributor
  - Builds toll point (S. 210th St. vicinity)
  - Builds two lanes in each direction between 28th/24th Ave S. and a new I-5/SR 509 interchange
  
- **Stage 2:**
  - Builds two lanes in each direction between 28th/24th Ave S. and S. 188th St.
  - Builds folded diamond interchange at S. 188th St.
  - Builds southbound auxiliary lane on I-5 between SR 516 and S. 272nd St.