

**AMENDMENT NO. 4 to
Port of Seattle and City of SeaTac 2005 Interlocal Agreement (ILA-2)
Entered into on February 16, 2006**

In accordance with the provisions of the Port of Seattle and City of SeaTac Interlocal Agreement 2005 Interlocal Agreement and its Amendments No. 1, 2, and 3, (ILA-2), and the provisions of the Interlocal Cooperation Act, Chapter 34.39 RCW, the Port and the City, collectively referred to as the "Parties," agree to the following Amendment No. 4 of ILA-2 as follows (additions in underline, deletions in strikethrough):

A. Paragraph 10 of ILA-2 is amended as follows:

10. Term of Agreement. This Agreement shall be binding on the parties ~~for a term of ten (10) years~~until February 16, 2018. Either party may request review of the Agreement upon notifying the other party in writing. Upon receipt of such notice, the parties shall promptly and in good faith meet to discuss any revisions to this Agreement desired by either party. The procedures and standards set forth in this Agreement, including all of the Exhibits, shall be applicable during the term of the Agreement. Neither the Port nor City shall modify or add new conditions to those set forth in this Agreement during the term of this Agreement unless either (a) the parties have mutually agreed to those changes, or (b) either party, after discussion with the other party and a public hearing, determines in good faith that changes are required to respond to a serious threat to public health or safety.

B. Section 5.4.3 of EXHIBIT C, INTERAGENCY COOPERATION & DEVELOPMENT COMMITMENTS, of ILA-2 is amended as follows

5.4.3 Parking Tax. The parties agree that the parking tax collected by the City until February 16, 2016 shall be applied according to the CIP as shown in the funding plan in the Joint Transportation Study (JTS) or as modified by amendment to this agreement and summarized in Attachment C-1. The annual parking tax revenue projections for both Port-owned lots and private lots were forecast for the next ten years in a study prepared by Berk and Associates. This revenue forecast, including the parking tax revenue projections and each party's financial commitments to particular CIP projects, is described in Attachment C-1 and Attachment C-2. Based on the projections in this study, the parties agree to allocate the actual parking tax revenues collected until February 16, 2016 between the parties to fund the CIP projects in the following percentages through the term of this ILA. The amount of funds dedicated to the South Access, Connecting 28th/24th Avenue South, South 170th Street Roundabout and SR 518 projects shall be 22% of the actual revenues with the following limitations: no more than \$5 million can be spent on the SR 518 project, no more than \$4 million can be spent on the Connecting 28th/24th Avenue South project, and no more than \$1 million can be spent on the South 170th Street Roundabout project. The City will reconcile the amount of parking tax remaining after February 16, 2015 under this

Section, and will notify the Port by July 1, 2016 as to the remaining amount. The Parties anticipate that the total remaining parking tax funds available under this Section will be approximately \$3.0 million. The Parties agree the remaining parking tax funds should be spent on a transportation project that mitigates impacts on City traffic and/or provides airport access. The Parties shall work together to identify an appropriate project(s) for the expenditure of these remaining parking tax funds.~~The amount of funds dedicated to the Westside Trail, and North SeaTac Roadways projects shall be 14.9% of the actual revenue. The remaining percent of actual revenues, 63.1%, shall be applied to all other City CIP projects as noted in the JTS or CIP list.~~

In addition, if the actual revenues fall short of the forecasted revenues over a two year period, then the parties shall pursue the following options to correct parking tax revenue shortfalls:

- a. Actual Revenues Are 90% or less of the Forecasted Revenues – If the actual revenues are 90% or less of the forecasted revenues during a two year period, then the parties are responsible for modifying the CIP projects planned for the two year time period to fit within the individual CIP budgets identified in Attachment C-1. Alternatively, if the parties agree, the parking tax may be raised so that the amount of the parking tax collected by the City meets the sum of forecasted revenue. However, if the parties agree to raise the parking tax to generate sufficient funds to meet the amount of forecasted revenue, the new parking tax rate shall not generate revenue to exceed the JTS project funding requirements shown in Attachment C-1.
- b. Actual Revenues are greater than 90% but less than 100% of the Forecasted Revenues - If the actual revenues are greater than 90% but less than 100% of the forecasted revenue for the two-year period, then the parties will be responsible for modifying their respective projects to fit within the individual CIP budgets identified in Attachment C-1. Under these circumstances, the parties agree that the parking tax should not be raised. 2008 shall be the first year that this corrective action can be implemented.
- c. The parties may agree to use a combination of options a and b.
- d. Adding or Deleting Projects from the CIP project list: Either party may request that a project be added or deleted from the list of projects in the CIP. The party seeking to add or delete a project shall do so in writing and shall send the request to the other party. If the other party raises concerns about the addition or deletion of the project to the CIP list with respect to scope, funding or schedule, the party requesting the addition or deletion shall address these concerns. If the party seeking addition or deletion of a project addresses these concerns adequately, then the parties shall express their agreement through a letter that

describes those conditions and then add or delete the project from the CIP list through an amendment to this agreement. If the parties cannot agree about whether or not a project should be added to or deleted from the list, then the parties shall engage in Dispute Resolution provisions of this agreement.

C. EXHIBIT D, MATERIAL HAULING PROVISIONS FOR PORT HAUL PROJECT, of ILA-2 shall terminate on February 16, 2016. The Port agrees to comply with current City Code requirements for material haul routes and permitting after February 16, 2016.

This Amendment No. 4 shall be effective on the date of the last signature below.

Dated: _____

PORT OF SEATTLE, a Washington
municipal corporation

By: _____
Mark Reis, Director, Aviation Division

Approved as to form:

Traci Goodwin, Senior Port Counsel

Dated: _____

CITY OF SEATAC, a Washington
municipal corporation

By: _____
Todd Cutts, City Manager

Approved as to form:

Mark S. Johnsen, Senior Assistant City Attorney