

1 March 7, 1989
0240D:CS:clt

INTRODUCED BY: Gary Grant
Paul Barden
Greg Nickels

2 PROPOSED NO. 89 - 185

3
4 MOTION NO. 7471

5
6 A MOTION authorizing the executive to
7 enter into an interlocal agreement with
8 METRO, Pierce Transit and five King
9 County cities for Phase 3 planning of
10 the Commuter Rail Project.

11 WHEREAS, METRO has formed a Commuter Rail Task Force to
12 oversee planning for a proposed commuter rail pilot project
13 between Puyallup and Seattle, and

14 WHEREAS, a preliminary feasibility study regarding the
15 commuter rail pilot project was issued in February, 1988, and

16 WHEREAS, the Commuter Rail Task Force has recommended a Phase
17 3 Pre-Implementation Study to analyse the proposed project in more
18 detail, and

19 WHEREAS, King County has agreed to contribute \$100,000 toward
20 the cost of this planning, and

21 WHEREAS, Pierce Transit, the cities of Auburn, Kent, Renton,
22 Seattle and Tukwila, and METRO have each agreed to contribute
23 funds toward the cost of this planning, and

24 WHEREAS, an interlocal agreement among these jurisdictions is
25 needed to define the scope of work for the proposed commuter rail
26 pilot project and specify each jurisdiction's obligations and
27 authorities in the planning process;

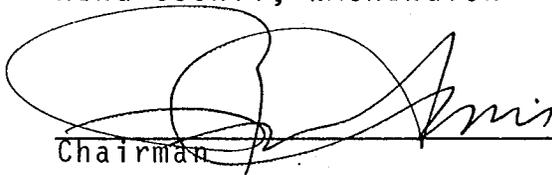
28
29
30
31
32
33

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The executive is authorized to execute an interlocal agreement with METRO, Pierce County and the cities of Auburn, Kent, Renton, Seattle and Tukwila for the purpose of describing the scope of work and assigning authorities and responsibilities for Phase 3 Pre-implementation planning for a proposed commuter rail pilot project between Puyallup and Seattle, provided that the agreement is substantially the same as attached hereto in Exhibit 1.

PASSED this 13th day of March, 1989.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

Commuter Rail Project
Pre-implementation Activities

INTERLOCAL AGREEMENT

This agreement is made and entered into this _____ day of _____, 1989, by and between the Municipality of Metropolitan Seattle who shall serve as lead agency for the purpose of administering this program (hereinafter called "Metro") and King County (hereinafter called the "County") and the City of Auburn (hereinafter called "Auburn"), and the City of Kent (hereinafter called "Kent") and the City of Renton (hereinafter called "Renton"), and the City of Seattle (hereinafter called "Seattle"), and the City of Tukwila (hereinafter called "Tukwila") and Pierce Transit.

WHEREAS, the Municipality of Metropolitan Seattle is authorized by public vote and Chapter 35.58 RCW to perform the function of metropolitan public transportation planning and operation for the Seattle-King County metropolitan area; and

WHEREAS, the area represented on the attached map (Exhibit 1) is the proposed study area and general alignment for the "Commuter Rail Project," hereinafter called the "Project," and

WHEREAS, Pierce Transit is committed to exploring development of an initial commuter rail starter segment between Seattle and Puyallup; and

WHEREAS, the parties to this agreement are contributing substantial local financial resources to the Project, and are responsible to their respective jurisdictions and constituents for the wise expenditure of these local funds, and therefore must monitor the Project directly; and

WHEREAS, the parties to this agreement recognize that while multi-jurisdictional funding of further Project development activity for the commuter rail alignment is of benefit to the parties, Metro has responsibility for performing the scope of work, subject to the review of the contributing local jurisdictions; and

WHEREAS, the parties have authorized expenditures currently totalling \$865,000 for the Phase 3 - Pre-implementation Planning portion of the Project; and

WHEREAS, the Metro Council authorized the Executive Director, on behalf of Metro, to enter into interlocal agreements with groups appropriating funds for conducting project pre-implementation planning.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose of Agreement. The parties to this Agreement shall authorize Metro to undertake the Phase 3^o pre-implementation planning program as substantially described in the attached work program (Exhibit 2) to the extent sufficient funds are available to accomplish the work program. For the purpose of steering the project and providing oversight, a Task Force representing the parties to this Agreement shall be convened as provided in Section 3 of this Agreement. The Task Force shall approve the elements of the work program that are to be undertaken by Metro staff and the consultant, including the elements to be addressed if the project is only partially funded.

2. Additional Parties. The parties to this agreement agree to allow additional public bodies to be added to this Agreement if the additional party appropriates funds to the study as set forth in Paragraph 10. Private groups may be added by agreement of all the parties. This agreement shall be in full force and effect and binding upon the parties hereto upon the execution of this agreement by said party and shall continue until completion of the study.

3. Project Administration. The ongoing activities of the project shall continue under the direction of the existing Commuter Rail Project Task Force, hereinafter called the "Task Force," consisting of Metro Council Members, representatives of the City of Tukwila, Pierce Transit Board Members and others who may participate. The Task Force shall monitor the performance of the scope of work by the lead agency staff and its consultant. The Project Task Force will advise Metro Council and its committees on the scope of work, findings and recommendations. The Task Force and its respective members will make its recommendations to the jurisdictions and agencies who are party to this Agreement who shall be responsible for accepting, revising or rejecting their recommendations. Nothing in this agreement shall be construed to be tacit approval by the parties to implement the Project beyond Phase 3 as provided in this Agreement. It is recognized that some or all of the parties hereto have different objectives than those selected by the Task Force. To the extent that information is developed in Phase 3 with available resources that meets those objectives, such information shall be presented to the participating parties. One staff contact shall be appointed from each of the respective parties to act as liaison for their respective jurisdictions or agencies

with the Project Manager and to assist Metro in the review of the consultant's work.

4. Program Development. Metro staff shall be responsible for overall program development, including drafting of the work program, managing and approving consultant work, public information material, and a Phase 3 report with recommendations and conclusions. Metro and Pierce Transit express a mutual commitment to exploring development of an initial commuter rail segment on Burlington Northern Railroad tracks between Seattle and Puyallup. Metro staff shall provide major consultant products and the draft final report to the parties' staff contacts for review. The staff contacts shall be responsible for reviewing major consultant products and the draft final report and returning comments to the Metro project manager within ten (10) working days of receipt. Metro shall provide the Task Force with the findings of major consultant tasks and shall bring the consultant's draft final report to the Task Force before approving it. Any consultant work shall be subject to Metro's Minority/ Women Business Enterprise goals and other procedural requirements, as set forth in Metro Resolution 4540.

5. Lead Agency. Metro will be the lead agency for the purpose of Task Force coordination, undertaking the work program, receipt of funds, contract administration and disbursement of funds associated with consultant contracts and study-related expenses. The Executive Director of Metro shall appoint a Metro staff member to serve as project manager.

6. Completion of Study. This Agreement shall be in effect until all tasks have been completed or until such time as the participating members agree to conclude the study for other reasons. In no case shall the Phase 3 study extend beyond March 31, 1990, unless all parties agree in writing to an extension. Metro shall provide five (5) copies of the Final Report to each of the parties.

7. Property. The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by Metro. For the purpose of holding and disbursing funds under this Agreement, Metro shall establish an interest-bearing account entitled Commuter Rail Phase 3 Account. All cash amounts committed and contributed by the parties shall be placed in this account until disbursed by Metro for consultant contracts or other appropriate expenses.

Interest generated by the account shall be added to the funds made available by the parties for the completion of the work program.

8. Disposal of Property. At such time as this Agreement is terminated, any unexpended and uncommitted funds shall be refunded proportionate to the funds committed by parties to this Agreement at the time of termination. A party's pro-rata share shall be determined using the ratio resulting from the value of its initial (and subsequent) contribution(s) to the actual combined contributions of all parties remaining at the time of termination. Any personal property other than cash shall remain with the lead agency; except for personal property with value in excess of \$2,000.00, which shall be disposed of as surplus. The proceeds of the surplus sale shall be added to the remaining unexpended funds.

9. Withdrawing from Study. Any participant may withdraw from the program at any time upon notice to the Metro Project Manager with 30-day advance notice. However, funds committed and contributed to the program and interest generated thereon shall only be refundable after all obligations incurred prior to withdrawal have been met, including, but not limited to, the obligation to compensate consultants hired prior to withdrawal.

10. Payment of Cost of Study. Participating jurisdictions shall commit to and provide cash contributions to the study based on the following table. The cash commitments shall be provided to the lead agency prior to obligations to consultant contracts for work funded by those cash contributions. Each party shall provide at least 50 percent of their committed cash contribution to the lead agency within fourteen (14) days of their execution of this Agreement. Each party shall provide the remaining 50 percent within ninety (90) days of their execution of this Agreement. Additional contributions can be submitted at any time to expand the scope of work. The lead agency shall notify each of the participating parties of such action.

<u>Jurisdiction/Agency</u>	<u>Committed Funds</u>
Metro*	\$ 400,000
King County	100,000
Auburn	50,000
Kent	50,000
Renton	15,000
Tukwila	50,000
Seattle	100,000
Pierce Transit	\$ 100,000
<u>TOTAL FUNDS</u>	<u>\$ 865,000</u>

* The Metro commitment includes staff and associated project costs incurred since May 1, 1988.

This agreement shall be filed with the Clerk of all parties to this Agreement, the King County Auditor, and the Secretary of State as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MUNICIPALITY OF
METROPOLITAN SEATTLE
Approved as to form:

By: _____

Title: _____

KING COUNTY
Approved as to form:

By: _____

Title: _____

CITY OF AUBURN
Approved as to form:

By: _____

Title: _____

CITY OF KENT
Approved as to form:

By: _____

Title: _____

CITY OF RENTON
Approved as to form:

By: _____

Title: _____

CITY OF TUKWILA
Approved as to form:

By: _____

Title: _____

PIERCE TRANSIT
Approved as to form:

By: _____

Title: _____

THE CITY OF SEATTLE
Approved as to form:

By: _____

Title: _____

T/CPD6/6

MUNICIPALITY OF
METROPOLITAN SEATTLE
Approved:

By: _____

Title: _____

KING COUNTY
Approved:

By: _____

Title: _____

CITY OF AUBURN
Approved:

By: _____

Title: _____

CITY OF KENT
Approved:

By: _____

Title: _____

CITY OF RENTON
Approved:

By: _____

Title: _____

CITY OF TUKWILA
Approved:

By: _____

Title: _____

PIERCE TRANSIT
Approved:

By: _____

Title: _____

THE CITY OF SEATTLE
Approved:

By: _____

Title: _____

PROPOSED COMMUTER RAIL ALIGNMENT AND STATION SITES

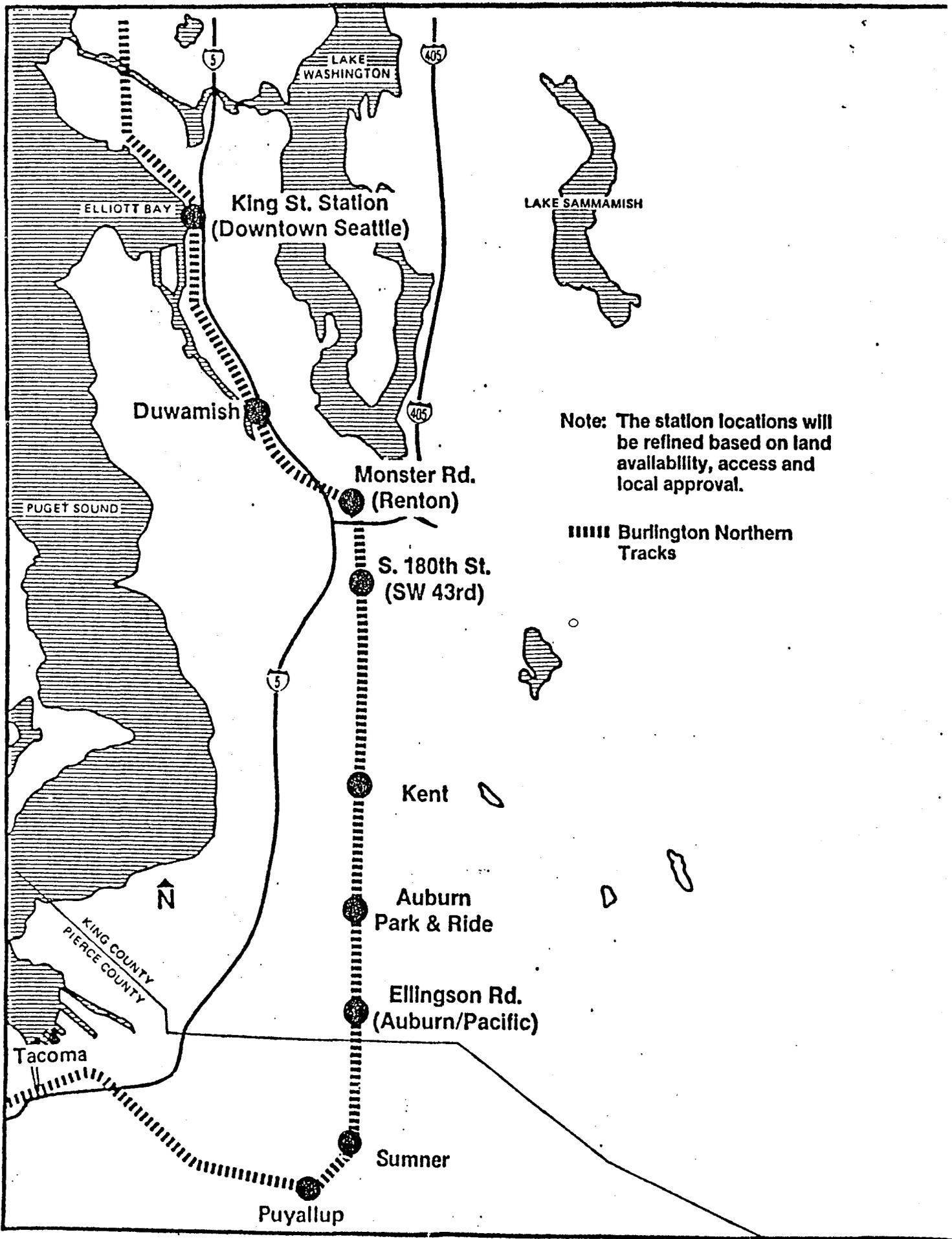


EXHIBIT 2

PHASE 3 COMMUTER RAIL PROJECT WORK PROGRAM

- o **Project Management and Coordination**
 - Support Task Force and involved committees
 - Consultant administration
 - Coordination with PSCOG
 - Coordination with Pierce Transit, King County, and other participating jurisdictions
 - Coordination with BNRR and Amtrak

- o **Service Planning**
 - Revise bus service plans for integration with Pierce Transit operation
 - Assist in station site analysis
 - Refine feeder/shuttle plans for forecasting and cost estimating
 - Evaluate effects on transit dependent population using bus service in south corridor

- o **Market Research**
 - Conduct public opinion survey and analyze results

- o **Risk Management/Financial Plan**
 - Risk management plan
 - Draft financing plan

- o **Environmental Review**
 - Assist in station site analysis
 - Program and/or project level environmental assessment including traffic, air quality, safety, and other elements as required by SEPA.
 - Conduct public review as required by SEPA

- o **Public Involvement**
 - Facilitate public involvement
 - Project newsletter/communication
 - Conduct public meetings
 - Graphics support

 - o **Conceptual and Preliminary Engineering**
 - Conceptual and predesign of wayside improvements
 - Station and P&R siting and predesign
 - Refine fleet plan
 - Accessibility requirements
 - Assessment of rolling stock options
 - Cost estimates for capital facilities, rolling stock and leases

 - o **Rail operations and Economic Analysis**
 - Evaluate freight and passenger rail coordination
 - Rail operations plan
 - Special event service
 - Maintenance plan
 - O&M costs using a resource build-up approach
 - Legislative requirements
 - Operating and lease requirements with BN/Amtrak
 - Elderly and handicapped access
 - Subsidy requirements
 - Financial feasibility
 - Financing Plan
 - Cost effectiveness compared with other transit options
 - Support for Metro staff with presentations
- o

- o **Ridership Forecasting**
 - Revise forecasts for service for two horizon years, including Pierce County
 - Fare level, travel time and revenue scenarios
 - Compare with rail ridership factors in other properties
 - Compare with forecasts for other transit options

- o **Legal Arrangements**
 - Develop draft BN agreement
 - Legal requirements for commuter rail, including state specific requirements
 - Review financing agreements
 - Risk management support

- o **Vehicle Performance Specifications**
 - Prepare vehicle performance specifications for new and used rolling stock
 - Estimate costs for rolling stock
 - Prepare rolling stock bid documents

- o **Value Engineering and Peer Review**
 - Expert review of operating and facilities plans

- o **PSCOG**
 - Regional Process
 - Long-range ridership forecasts
 - Forecast data inputs for first and fifth years of operations