

## **SOUND TRANSIT MOTION NO. M2001-63**

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute a First Amendment to and concurrent renewal of the Memorandum of Understanding for Intergovernmental Cooperation between the Central Puget Sound Regional Transit Authority and the City of SeaTac in regard to Light Rail Transit for a total amount not to exceed \$850,912, to provide for continued coordination, station design, implementation of station area plans and other coordination activities for the Central Link Light Rail project.

### **Background:**

In September of 1998, Sound Transit entered into a Memorandum of Understanding (MOU) with the City of SeaTac, related to interagency coordination for the planning and programming of the light rail system and station area development. The MOU provided funding of \$500,000. Work and deliverables under the original agreement included development of a work plan, environmental review, market analysis, and station area planning and implementation. In addition to completing all work under the MOU with the exception of station area plan implementation, SeaTac staff incurred additional costs related to the project during 2000 for which there has been no agreement and no reimbursement. The Amendment to the MOU recognizes that work as pertinent to the project and is included in this agreement. Additionally, as part of the Link light rail 6-month work program, we have requested continued City participation in the development of the Central Link Light Rail project through 2003. This work includes continued coordination, participation on committees, station area plan implementation and other work, as needed amounting to one full time employee (1 FTE) per year.

### **Motion:**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is authorized to a First Amendment to and Concurrent Renewal of the Memorandum of Understanding for Intergovernmental Cooperation between the Central Puget Sound Regional Transit Authority and the City of SeaTac in regard to Light Rail Transit to provide for continued coordination, station design and implementation of station area plans in a total amount not to exceed \$850,912.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the day of , 2001.

David Earling  
Board Chair

ATTEST:

Marcia Walker  
Board Administrator

**STAFF REPORT SOUND TRANSIT MOTION NO. M2001-63 First Amendment and Concurrent Renewal of the MOU for Intergovernmental Cooperation between Sound Transit and the City of SeaTac in regard to Light Rail Transit**

<b>Meeting:</b>	<b>Date:</b>	<b>Type of Action:</b>	<b>Staff Contact:</b>	<b>Phone:</b>
Finance Committee	6/21/01	Discussion/Possible Action to Recommend Board Approval	Tuck Wilson, Acting Light Rail Project Director	(206) 398-5134
Board	6/28/01	Discussion/Possible Action	Ahmad Fazel, Deputy Light Rail Project Director	(206) 398-5389
			Joseph Gildner, Civil Engineering Manager	(206) 689-3350
			Leonard McGhee, Segment Manager	(206) 398-5206

**PROPOSED ACTION**

This action authorizes the Executive Director to execute a First Amendment to and concurrent renewal of the Memorandum of Understanding for Intergovernmental Cooperation between the Central Puget Sound Regional Transit Authority and the City of SeaTac in regard to Light Rail Transit. The action authorizes a total amount not to exceed \$850,912 for staff costs, station area implementation and other coordination activities. The original Memorandum of Understanding (MOU) with the City of SeaTac provided funding in the amount of \$500,000 for developing a work plan, participation in the environmental assessment and project siting processes, market analysis and station area planning for the proposed Central Link Light Rail project.

**KEY FEATURES**

**Highlights of Proposed Action:**

- Authorizes the Executive Director to execute a First Amendment to and concurrent renewal of the Memorandum of Understanding for Intergovernmental Cooperation between the Central Puget Sound Regional Transit Authority and the City of SeaTac in regard to Light Rail Transit.
- Provides for staff costs incurred from 1998 through 2003, and station area plan implementation costs.
- Authorizes a total amount not to exceed \$850,912 (of which \$450,000 has been paid to date).
- Creates an "umbrella" agreement allowing for subsequent agreements through 2009.

**Discussion of Proposed Action:**

In September of 1998, Sound Transit entered into a Memorandum of Understanding (MOU) with the City of SeaTac, related to interagency coordination for the planning and programming of the light rail system and station area development. The MOU provided funding of \$500,000. Work and deliverables under the original agreement included development of a work plan,

environmental review, market analysis, and station area planning and implementation. In addition to completing all work under the MOU with the exception of station area plan implementation, SeaTac staff incurred additional costs related to the project during 2000 for which there has been no agreement and no reimbursement. The Amendment to the MOU recognizes that work as pertinent to the project and is included in this agreement. Additionally, as part of the Link light rail 6-month work program, we have requested continued City participation in the development of the Central Link light rail project through 2003. This work includes continued coordination, participation on committees, station area plan implementation and other work, as needed amounting to one full time employee (1 FTE) per year.

The proposed amendment also provides for the following:

Term Of The Agreement - The MOU will be extended until 2009.

Siting Decisions Process - MOU provisions cite the decision process has been updated to be consistent with the City's adopted Essential Public Facility process.

Policy Committee Role - Provisions have been added to clarify the role of the Policy Committee in recommending solutions to policy differences related to light rail siting, design or construction to the City Council.

Scope and Deliverables - Attachment D to the MOU describes a 3-year work program and deliverables that the City would undertake at Sound Transit's cost. Costs incurred from 2000 to the present will be reimbursed.

Subsequent Memoranda of Agreement will address the process and schedule for reimbursement of City costs relating to the 2004-2009 light rail construction period including mitigation, administration, and permitting according to the budget and schedule adopted on January 11, 2001. A new MOU to address post-construction operational issues is also anticipated.

**BUDGET**

Funding for the **completed** portion of this contract was identified in the Central Link budget. Funding for this added scope of work is included in Sound Move and in budget developed for the Central Link configuration as adopted by the Board on January 11, 2001, under executed and pending third party agreements. With a total budget for this and future activities of \$1,000,000, there is sufficient funding to complete the remaining work.

<b>Total Project Budget<sup>1</sup></b>	<b>Budget for this Task (A)</b>	<b>Expenditures to Date (B)</b>	<b>Total Amount Requested (C)</b>	<b>Shortfall or Surplus (A-[B+C])</b>
\$74,200,000	\$1,000,000	\$450,000	\$850,912	\$149,088
<b>Amount of Shortfall</b>	<b>Potential Revenues</b>	<b>Funding Sources</b>		

1. Total budget for Executed and Pending Third Party Agreements

#### **ALTERNATIVES**

No reasonable alternative exists at this time.

#### **CONSEQUENCES OF DELAY**

Delaying the authorization of the First Renewal and Concurrent Amendment to the MOU with the City of SeaTac will delay reimbursing the City for work performed during calendar year 2000 for which there is a deficit in the 2000 SeaTac accounting and a delay in reimbursing the City of SeaTac for work from January 1, 2001 to the present. Delay may also prohibit continued City participation in necessary activities for the development of the project.

#### **REGIONAL PARTNERSHIP AND COOPERATION**

Sound Transit has worked cooperatively with the City of SeaTac on Central Link light rail project since 1998.

#### **PUBLIC INVOLVEMENT**

N/A

#### **LEGAL REVIEW**

MBL 6/6/2001

## SOUND TRANSIT

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#### Background:

In September of 1998, Sound Transit entered into a Memorandum of Understanding (MOU) with the City of SeaTac, related to interagency coordination for the planning and programming of the light rail system and station area development. The MOU provided funding of \$500,000. Work and deliverables under the original agreement included development of a work plan, environmental review, market analysis, and station area planning and implementation. In addition to completing all work under the MOU with the exception of station area plan implementation, SeaTac staff incurred additional costs related to the project during 2000 for which there has been no agreement and no reimbursement. The Amendment to the MOU recognizes that work as pertinent to the project and is included in this agreement. Additionally, as part of the Link light rail 6-month work program, we have requested continued City participation in the development of the Central Link Light Rail project through 2003. This work includes continued coordination, participation on committees, station area plan implementation and other work, as needed amounting to one full time employee (1 FTE) per year.

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APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the 28th day of June, 2001.



David Earling  
Board Chair

ATTEST:



Marcia Walker  
Board Administrator