

RESOLUTION NO. 3078, As Amended

A RESOLUTION of the Port Commission of the Port of Seattle
a) Authorizing the Chief Executive Officer to enter into an Agreement with public and private parties providing for a feasibility study of a people mover system in the vicinity of Seattle-Tacoma International Airport and the City of SeaTac, and b) Port contribution of \$25,000 and staff resources toward the study.

WHEREAS, people movers are perceived to offer operating economies and are now considered a generally proven technology; and

WHEREAS, a people mover system could serve current and projected airport and airport service communities, proposed regional rail stations, and a proposed central business district development; and

WHEREAS, a Feasibility Study can explore the technical and economical viability of a people mover system before more significant resources are committed; and

WHEREAS, the Port is interested in considering alternatives to traditional automotive ground transportation; and

WHEREAS, METRO, City of SeaTac, Port of Seattle, King County, Equitable Capital Group, Inc., Christian Faith Center, Alaska Airlines, and SeaTac Partners are prepared to enter into an Agreement to commit resources, in the form of staff involvement and/or financial participation toward a feasibility study.

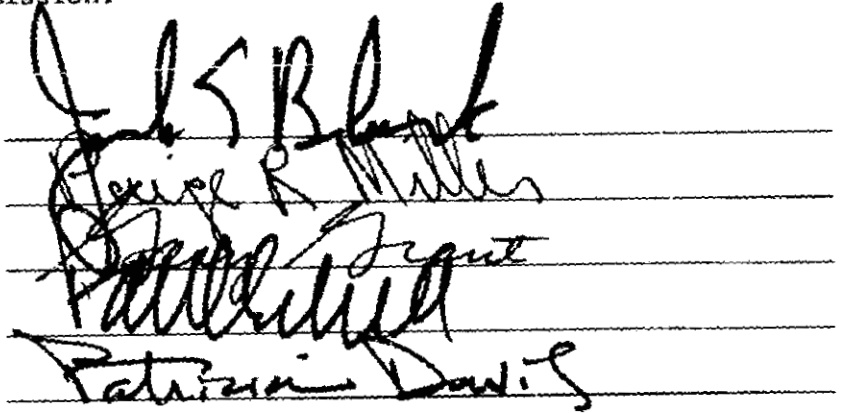
NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

Section 1. The Chief Executive Officer of the Port of Seattle is hereby authorized to execute an Agreement with public and private parties in substantially the form attached hereto as Attachment "1" and by this reference incorporated herein, and directed to impress the official seal of the Port of Seattle thereon.

Section 2. Staff is authorized to take all necessary actions to fulfill the terms of the agreement including contribution of \$25,000 and staff resources.

Section 3. A copy of the final executed agreement shall be attached to this resolution as Attachment "2" and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 9th day of April, 1991, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



Port Commission

NOTE: If the microfilmed document is less clear than this notice, it is due to the quality of the original document.

ATTACHMENT 1

SEATAC PEOPLE MOVER STUDY

INTER-AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 1991, by and among the parties who have set forth their signatures on the signature page hereto.

WHEREAS, the parties to this agreement agree that a comprehensive planning study is necessary to determine whether there is a function or "mission" for a people mover system in the SeaTac area and to identify its feasibility and potential economic benefits to the area; and

WHEREAS, on July 5, 1990 the Metro Council adopted Resolution No. 5914 which secured the sole source services of TDA, Inc. to assist in the management and development of the people mover system concept in the SeaTac area; and

WHEREAS, the parties recognize that joint participation between representatives of the agencies with jurisdiction and property owners in the area is essential to the potential success of a people mover in the area; and

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and financial participation, to allow the SeaTac People Mover Study (Study) work to proceed.

NOW, THEREFORE, the undersigned parties hereby enter into this Agreement to establish their respective roles in the SeaTac People Mover Study (Study):

1. Parties. The initial parties to this Agreement shall be as follows:

a. Agencies with Jurisdiction. Agencies with jurisdiction are those entities that exercise regulatory control within the SeaTac area:

State of Washington (State)
Port of Seattle (POS)
King County (County)
City of SeaTac (City)
Municipality of Metropolitan Seattle (Metro)

b. Private Sector. The Private Sector are certain interested entities that own or lease property in the SeaTac area. They are divided into three general areas: Development, Hospitality, and Parking and Rental Lot interests. The contact person is Roy Moore, R & S Investments.

2. Description of Work and Study Area. The Study work to be undertaken pursuant to this Agreement is described in Exhibit A attached hereto. The study area for purposes of this work shall also be as defined in Exhibit A.

3. Administration of Funds; Access to Records. Funds contributed by parties pursuant to this Agreement shall be collected, administered and disbursed by Metro. Metro shall maintain accurate records with respect to such funds. Disbursements by Metro from such funds shall be in payment for satisfactory completion of the work described in Exhibit A. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters

covered by this Agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the Study shall be retained by Metro for three years after completion of the Study or upon termination of this Agreement. Copies thereof shall be furnished if requested.

4. Contributions to the Study Efforts. Each party shall contribute certain financial and other resources for the Study. The parties' respective initial monetary contributions to the funding of the planning work for the Study are shown on Exhibit B attached hereto. Such initial contributions shall be paid within 90 days of the date this Agreement becomes effective, as defined in Section 13 below, or, if the contributing party executes this Agreement after the effective date hereof, within 90 days of such execution. Any party may, but is not required to, make additional contributions for the Study at any time. Such initial and additional contributions shall be collected and administered by Metro in accordance with the provisions of Sections 3 and 5 hereof.

5. Project Direction.

a. Steering Committee. Direction of the Study shall be conducted by a steering committee, the membership of which shall include a representative of each of the parties to this Agreement. An additional membership position shall be designated for a State representative. More than one party may be represented by one steering committee member if all parties to be represented by that steering committee member consent to such joint representation. The steering committee shall meet regularly to review the work described in Exhibit A and Metro's administration of the Study. Steering committee members shall be paid, if at all, by their respective employers and shall not be paid from the Study funds contributed pursuant to this Agreement.

b. Study Administration by Metro. Metro shall be the Study administrative agency with respect to selection, retention and ongoing oversight of Study consultants and collection and administration of Study funds.

6. Study Results. Project consultants will prepare and submit the results of their work to the Study steering committee, which shall review such results and identify further actions.

7. Contracting with Consultants. Metro, with the recommendations and advice of the steering committee, will select and contract directly with a consultant team to perform the Study work as described in Exhibit A. Metro shall not be required to obtain steering committee approval of the terms and conditions of the Consultant contract and amendments thereto provided that the said contract and amendments thereto shall be within the scope of work described in Exhibit A hereto and shall provide for a cost not to exceed, an expense schedule for the work, a completion date, and termination provisions consistent with those set forth in this Agreement. Metro shall, however, make the Study contract and amendments available to the steering committee.

8. Termination.

a. Any party may terminate its rights and obligations under this Agreement by giving at least thirty (30) days prior written notice to the other parties hereto. After such termination, the terminating party shall be entitled to reimbursement of funds contributed by it pursuant to this Agreement, less such party's pro rata share of any amounts expended or obligated as of the date of such termination for the performance of the work described in Exhibit A hereto. This Agreement shall continue in effect as to all non-terminating parties.

b. If not sooner terminated, this Agreement shall terminate one year from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Study funds contributed to Metro to complete all payments to consultants hired under Section 7 above for work as described in Exhibit A actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective initial contributions.

9. No Guaranty. Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the work outlined in Exhibit A or to provide funds in excess of those shown in Exhibit B; (b) to create any liability in any party hereto to fund, implement, or construct any recommendations resulting from the Study work performed pursuant to this Agreement by virtue of their participation in the Study; (c) to create any relationship of joint venture or partnership among the parties; or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement.

10. No Reimbursement. The parties acknowledge that no party shall have a right under this Agreement to reimbursement of or credit for any funds paid pursuant hereto, except as provided in Section 8 above in the event of termination.

11. Ownership of Work Product. The parties agree that all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work products for their use.

12. Limitation of Liability. Neither the steering committee nor its members shall be responsible for the acts or omissions of Metro or any consultants retained to provide services in connection with the Study. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the Study performed under this Agreement shall be equal to such party's initial contribution as shown on Exhibit B.

13. Effectiveness. This Agreement shall be effective upon, and only upon, the execution hereof by all major contributors to the costs of the study work described in Exhibit A. "Major contributors" shall mean the Private Sector, City of Seatac, King County, Port of Seattle, and Metro.

14. Severability. The unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

15. Amendment. This Agreement contains the entire understanding of the parties with respect to the matters set forth herein, and may not be modified except by a writing executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the steering committee.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.

17. Counterparts. This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PRIVATE SECTOR

By _____
Its _____

Date _____

CITY OF SEATAC

By _____
Its _____

Date _____

METRO

By _____
Its _____

Date _____

Exhibit A

SCOPE OF WORK

SEATAC PEOPLE MOVER STUDY

I. OBJECTIVE

Produce a feasibility analysis for a people mover system for the City of SeaTac Central Business District (the City).

This study is intended to identify existing and future travel demands within the City, including the Seattle-Tacoma International Airport, and determine whether there is a function or "mission" for a people mover. It is also intended to identify the potential economic benefits of a people mover to property owners and the City and to recommend a system capable of fulfilling the mission.

The term "people mover" is used broadly for this study. Simply, it refers to a system for moving people within a major activity center. No single technology is implied.

A comprehensive planning study is required, with recommendations regarding the systems minimum performance standards appropriate technology, routing, conceptual design, potential ridership, finance, implementation strategy and economic benefits.

The ultimate objective of this study is to allow the Steering Committee to make an informed decision whether or not a people mover system is feasible, viable, and worth pursuing beyond the stage of this study. The purpose of this study is to determine whether such a system could have a worthwhile mitigating effect on present and future traffic in a limited area of the City of SeaTac and/or the Airport.

II. TASK DESCRIPTION

TASK 1: Project Management

1.1 Prepare Project Management Plan

The consultant shall prepare a project management plan that describes the project schedule in detail and the project team and its organizational structure. In the plan, the consultant shall identify any task managers and other key personnel, scope of services, and progress reporting and invoicing procedures. The consultant shall prepare this program in consultation with the Metro Project Manager.

1.2 Prepare Monthly Status Reports

The consultant shall prepare monthly status reports for the project that describe progress and expenditures to date. Progress reporting shall include bar chart schedules, expenditure graphs and an "earned value" analysis comparing progress with budget expenditures. The reports shall also document delays and their causes; changes in scope of work, schedule, team composition; outstanding items requiring resolution; and major activities of the upcoming month. Copies of monthly status report shall be submitted to the Metro Project Manager for distribution to all members of the Steering Committee.

1.3 Prepare Subconsultant Agreements

The consultant shall prepare and execute subconsultant agreements. Subconsultant work scopes shall be submitted to Metro for review.

1.4 Attend Meetings

The consultants shall attend meetings as directed by the metro Project Manager, subject to the following assumptions regarding the maximum number of meetings and attendees.

- **Steering Committee** - The consultant shall be available to meet with the Steering Committee on a pre-scheduled, regular monthly basis as directed by the Metro Project Manager. (Assume eight meetings for two individuals).
- **Public** - Organization and coordination of public involvement will be handled by the sponsoring agencies. However, the consultant will attend public sessions and assist in preparation of presentation materials including graphs. (Two meetings for two individuals).

1.5 Project Management

BRW's project manager shall manage the project on a day-to-day basis. Tasks include: Organization of staff workloads and responsibilities as necessary to direct the completion of the work program; arranging for appropriate staff attendance at project meetings, including internal team meetings, BRW staff, and Metro staff meetings; Ensure product quality standards are met; Assure project MBE/WBE goals are met.

TASK 2. DEVELOP ALTERNATIVE SYSTEM CONCEPTS

The purpose of this task is to define various system concepts and select those warranting further analysis.

2.1 Develop alternative "missions" for a people mover. These missions, or project objectives, should address this question: What could a people mover do for SeaTac (both Airport and City)? Missions may include some combination of the following:

- Avoid future congestion on city streets and at the Airport.
- Increase Airport access capacity.
- Improve area's transit access.
- Reduce growth rate of future on-site Airport parking needs.
- Reduce future on-site parking needs for private development
- Reduce development costs related to parking and traffic facilities.
- Increase development potential.
- Facilitate redevelopment of the commercial strip along SR-99.

The consultant shall conduct two half-day workshops with the Steering Committee (included in assumed meetings of Task 1.4) to obtain input in the development of alternative missions.

2.2 Define routes and potential alignments for the alternatives. Identify those alignments that may be candidates for later conversion (i.e., shuttle bus guideway to automated people mover system). Convertible alignments are not a requirement, but a viable alternative if applicable.

2.3 Compile a roster of existing and experimental technologies (to include costs, right-of-way requirements, physical dimensions, performance measures, experience elsewhere, availability and other pertinent information) drawn from at least these families of technology:

- Shuttle bus. This does not refer to a point-to-point system, rather, to a circulator-type system
- Fixed guideway systems (these do not need to be entirely grade separated).
- Existing state-of-the-art Automated Guideway Transit (AGT) systems.
- Personal Rapid Transit systems (PRTs) (may still be in experimental stages).

2.4 Select up to four alternatives from the routes, alignments and technologies

for further analysis that meet various combinations of the project objectives.

Deliverable: Technical Memorandum summarizing the alternatives for missions, routes, alignments, and technologies, explaining the method of selection for further analyses.

TASK 3. PATRONAGE AND ECONOMIC FORECASTS

This portion of the analysis is central to the objective of this study. Ridership estimates will help define the system's possible mission, bear directly on the recommendation of a technology and dictate the economics of a people mover system. Therefore, credible ridership estimates are required.

The Steering Committee also requires that the forecasting process be clearly understandable. It must make apparent the data used, all assumptions and the method of calculation. Given that the forecasts will be for a system which does not now exist in an area with little internal transit service and that it might serve substantial future development, a relatively simple approach is preferred over complex modeling.

3.1 Patronage Estimation and Analysis

Summarize from the information provided by Metro and supplement (if necessary) existing person-trip volumes, mode and travel patterns by population category for major land uses in the City of SeaTac. These categories should include:

- Airport employees.
- Air passengers.
- Hotel guests.
- Area (non-Airport) employees.
- Others

A dual methodology shall be used for patronage estimation consisting of.

- A disaggregate spreadsheet analysis approach.
- A simplified network analysis approach.

The spreadsheet approach is design to estimate travel demand by mode and purpose based on very discreet land use and trip-making categories - e.g. hotels, airline offices, car rental agencies, remote parking facilities, etc. This analysis will include pedestrian as well as mechanized trips. A micro-analysis zone system will be developed covering the Airport and the City of SeaTac. Travel demand will be further disaggregated into trip length categories. This approach will allow travel demand estimates to be generated very quickly for a wide variety of land use assumptions and forecast years in a form that can be readily related to the people mover ridership

The simplified network analysis approach will be used to produce assignments of demand to alternative people mover systems and also will be used to graphically analyze and portray travel demand estimates. It will utilize network models already in hand as a result of previous work by KJSA in the SeaTac area. These models employ the Emme/2 software package which is widely used in the Puget Sound Area in large part because of its very powerful graphic capabilities.

This proposed approach will provide very detailed travel demand estimates and people mover ridership within the focus area and will also reflect interaction with regional transportation facilities as appropriate.

Specific products will include:

- **Travel Characteristics** including volumes, mode and travel patterns by population category for airport employees, air passengers, hotel guests, area employees and others.
- **Ridership Projections** for existing, initial start-up, and five years after start-up. The future projections shall include two development scenarios.
- **HCT System Effects** considering people mover ridership with and without a High Capacity Transit connection.

3.2 Economic Forecasting

This task is intended to identify factors related to development of a people mover system and forecast the impacts of such a system. The following will be addressed; however, this is not intended to be an exhaustive list of economic issues. Additional issues are expected to arise based on proposed alternatives.

- What are relative costs per ride for the four alternatives?
- How would each of the four alternative systems affect/benefit:
 - Airport operations (traffic, parking and growth)?
 - Area hotels' occupancy?
 - Parking/traffic mitigation requirements for new/existing developments?
- How would alternatives affect/benefit real estate economics for existing and new private development adjacent to the Airport? Specific benefits would be estimated for at least these items:
 - Rents.
 - Property values.
 - Parking costs to users (where applicable).
 - Parking requirements.As appropriate for these specific benefit areas, identify the benefits applicable to individual participants in the study (City of SeaTac, Port of Seattle, Metro, and Private Sector).
- How would alternatives affect/benefit:
 - Remote parking options for Airport and non-Airport employees?
 - Commercial redevelopment potential for properties on SR-99?

Deliverables: • Technical Memorandum describing methods for patronage and economic forecasts. The economic portion will define specific measures for benefit analysis.

- Technical Memorandum reporting preliminary ridership results. These results will be reviewed by the Steering Committee prior to the economic analyses proceeding.

TASK 4: TECHNOLOGY ASSESSMENT

The objective of this task is to provide a detailed understanding of the relative capabilities and availability of people mover technologies. Specific responsibilities are to:

For each of up to four alternatives, compare system operating characteristics which should include but not be limited to:

- Passenger loading/unloading capabilities.
- Handicapped accessibility.
- Passenger comfort.
- Routing requirements and flexibility.
- Potential for future extension.
- System and passenger security.
- Automated versus manual control.
- Possible small cargo handling capabilities/adaptability.

Deliverable: Technical Memorandum describing each system's status of development and history of operating experience.

TASK 5. URBAN DESIGN AND PLANNING

The objective of this task is to provide strategies for integrating a people mover system with the sites to be served and with local development goals and policies

5.1 Design

Consideration should be given to:

- **Station/guideway/wayside/landscape design for compatibility with, or enhancement of, adjacent buildings and open spaces**
- **Physical integration with sites to be served, including.**
 - **Airport.**
 - **Remote parking facilities.**
 - **New private development**
 - **Existing hotels, office and commercial buildings**
 - **Transit stations.**

Considering the mission defined for a people mover system, recommend how integration should be done. Should system enter buildings? Should system be at, below or above grade on private properties? Should system be at, below or above grade at the Airport? How should system cross streets and highways? How should system connect with other transit?

Deliverables • **Conceptual Illustrations of urban design interfaces of each People Mover application.**

5.2 Planning

Consider how the people mover's mission can be coordinated with other local planning efforts. For example, consider the people mover's:

- **Relationship to private development plans and operations including hotels, office and commercial use. Would the system be essential to the future success of these developments, a contributor to potential success or merely an optional convenience/amenity?**
- **Relationship to/compatibility with the city's planning goals and policies (especially transportation policies, allowed development densities and zoning parking requirements).**

TASK 6. ROUTE, ALIGNMENT AND STATION ASSESSMENT

The purpose of this task is to identify costs and impacts of the alternatives related to their routes, alignments and station locations. To the extent that design issues are addressed, schematic illustrations will be sufficient (engineering drawings are not required). Specific items for review would include:

- 6.1 Refine routes and identify possible station locations.
- 6.2 Assess alignment requirements such as:
 - Right-of-way and easement dimensions.
 - Need for structures (bridges, tunnels, and other major structures).
 - Utility impacts.
- 6.3 Determine minimum station area requirements (envelope dimensions of length, width and height) at principal sites served. These should include, as appropriate:
 - Airport stops.
 - Hotels.
 - New development sites.
 - Transit connections.
 - Remote parking locations.
- 6.4 Determine space requirements for supporting facilities such as:
 - Maintenance and storage areas.
 - Power source/distribution system.
 - Control and security centers.
- 6.5 Estimate construction costs for each alternative.

6.6 Develop a description of system operating concepts and an estimate of operating requirements including:

- **Number of vehicles.**
- **Vehicle speed.**
- **Trip-times.**
- **Passenger capacity.**
- **Frequency of service.**
- **Noise/air quality/aesthetic and other environmental considerations.**
- **Fulfillment of and adherence to existing federal requirements for safety.**

6.7 Estimate operating and maintenance costs for each alternative.

- Deliverable:**
- **Schematic illustrations necessary to describe each alternative**
 - **Construction, operating and maintenance cost estimates for each alternative.**

TASK 7: SELECTION OF THE PREFERRED ALTERNATIVE

This task will result in a recommendation for the preferred system. The recommendation would clearly support the mission defined for the system. The mission may be revised from the original statement if required to reflect project developments. Specifically:

- 7.1 Redefine, if necessary, and review with the Steering Committee the evaluation criteria used in Task 1.0 to enable selection of a preferred alternative.
 - 7.2 Recommend the preferred:
 - Route with station locations.
 - Technology.
 - Alignment.
 - 7.3 Suggest whether phased development of the system should occur. Consider how phasing would impact development.
 - 7.4 Propose minimum performance standards adequate to attract reasonable patronage/meet reasonable economic thresholds. These minimum standards would be based in part on comparisons with other cities' experiences with people mover systems.
- Deliverable: Technical Memorandum explaining selection of preferred alternative(s).

TASK 8.0. FINANCAL PLAN

This task will develop finance alternatives and a recommended program. Concept level strategies for generating capital as well as operating and maintenance funds should be addressed. A detailed enabling legal and legislative action plan is not required. Specific issues addressed should include but not be limited to:

8.1 Sources of funding and their estimated yields. These may include some or all of the following and other ideas as appropriate:

- **Public/private cooperation.**
- **Special assessment areas.**
- **Parking tax and commuter/employee tax.**
- **Other impacts consistent with Washington State's Local Transportation Act of 1988.**
- **Farebox. Should fares be charged? If so, what would their effect on ridership be?**

8.2 Public or private ownership and operation. Recommend whether the system should be publicly or privately owned and operated, or some combination of the two. Compare and contrast the financial advantages and disadvantages of those ownership options.

Deliverable. Technical Memorandum describing preliminary finance options and strategies.

TASK 9.0. IMPLEMENTATION CONSIDERATIONS

Assuming a consultant's positive recommendation on a system, this task, will identify those steps necessary to proceed with design, construction and operation. It will also assess risks in pursuing development of a people mover system.

9.1 Prepare Implementation Schedule

- Describe the major steps of implementation.
- Determine a sequence for key implementation items.
- Indicate durations necessary for:
 - Preliminary and final design.
 - Environmental review.
 - Right-of-way acquisition.
 - Construction.

- Determine an overall project schedule.

9.2 Define Organizational Structure

- Describe an organizational structure for the ownership and operating entities.

9.3 Risk Assessment

- Identify risks regarding:
 - Financing a system.
 - Right-of-way acquisition.
 - Technology (reliability, safety).
 - Long-term logistic support for system.

- Discuss risks of the recommended technology concerning:
 - Safety, including applicable DOT and UMTA standards and guidelines.
 - Ability to be procured, delivered, constructed, and tested in a timely way (including warranties, spares, maintenance/service).

TASK 10.0. FINAL REPORT PREPARATION

Prepare Draft Final Report, incorporating key findings and recommendations. The objective will be a readable report, easily understood by a professional and non-professional audience. Beyond the Steering Committee, the audience could include City, King County and Washington State agencies, Port of Seattle officials, residents of SeaTac and other citizens, property owners and business operators. Highlights of this report should include:

- Brief, clear discussions accompanying table, maps and other illustrations.
- Relevant technical memoranda, worksheets and data should be relegated to appendices. Note that this would not include all working papers and memos).

Prepare Final Report, reflecting relevant changes, comments and suggestions by the Steering Committee.

- Deliverables:**
- Draft Final Report
 - Final Report

III. STEERING COMMITTEE MEETINGS

Following is a listing of Steering Committee meetings assumed within the scope of services for the project, together with expected consultant staff attendees, agenda items and decisions targeted for each of the meetings. Approximate timing assumptions for Steering Committee Meetings are indicated on the project schedule.

- 1. Introductory Meeting – Consultant to explain work program assumptions and describe participants and roles. Discussion of areas of emphasis and interest from the committee members' perspective.**

Consultant Attendees – Wolsfeld, Lackey

- 2. First Missions Workshop – Consultant moderates and facilitates a 1/2-day workshop designed to draw out the expectations and goals for the people-mover study and alternative systems.**

Decision: Committee is expected to decide on a set of assumptions for development and screening of alternatives.

Consultant Attendees – Lackey, Baldwin, (Wilde)

- 3. Second Missions Workshop – In a second 1/2-day session, Consultant presents alternatives development and recommended screening to no more than 4 promising options for detailed study.**

Decision: Committee expected to decide promising alternatives to be carried further.

Consultant Attendees – Wolsfeld, Lackey, Baldwin, (Wilde)

- 4. Meeting to focus on review of economics and patronage forecasting methodologies. In addition, Consultant to present status update on technology assessment.**

Consultant Attendees – Lackey, Berk, Costinett

- 5. Meeting to discuss results of patronage and economic forecasting tasks and technology assessment.**

Consultant Attendees – Lackey, Berk, Costinett, Wilde (Wolsfeld)

SeaTac People Mover, Steering Committee Meetings, page 2.

- 6. Meeting to review analysis of urban design, planning, route alignment and station assessment as well as Consultant's recommendation on preferred alternative.**

Decision: Committee expected to decide on preferred alternative.

Consultant Attendees – Wolsfeld, Lackey, Miles

- 7. Meeting to review results of financial and implementation planning tasks. Draft project report scheduled to be submitted.**

Consultant Attendees – Lackey, Berk, (Wolsfeld)

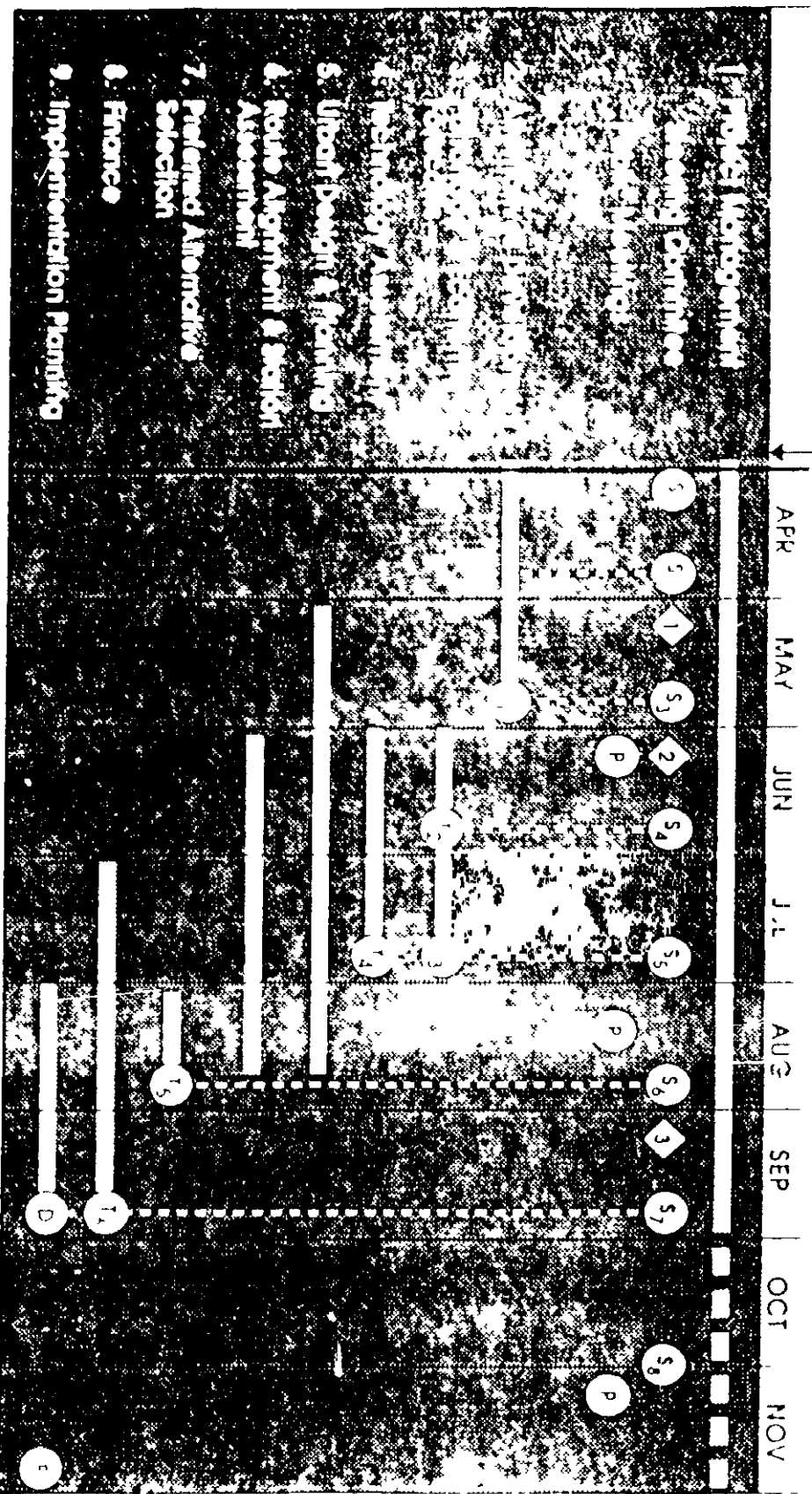
- 8. Meeting to discuss Steering Committee comments on draft report, in advance of preparation of final document.**

Consultant Attendees – Lackey

Note: () Indicates optional attendee, depending on budget availability and need.

Project Schedule

NIP Issue J 28 March 1991



1. Project Management
2. Planning Committee
3. City Council
4. Technical Assessment
5. Lifelong Design & Planning
6. Route Alignment & Section Assessment
7. Preferred Alternative Selection
8. Finance
9. Implementation Planning

- Key Decisions**
- 1. Masterplan/Goal Objectives
 - 2. Formulating Alternatives
 - 3. Preferred Alternative
- (S1) Starting of the work
 - (S2) To the all alternatives
 - (S3) Draft Final Report
 - (P) Public Hearings
 - (F) Final Report

Notes:
 - Work is in progress
 - Final Report
 - Starting of the work
 - Masterplan/Goal Objectives
 - To the all alternatives
 - Draft Final Report

JAL 2/21/91

SeaTac People-Mover Project - BRW Cost Proposal Budget Estimate Totals					CONTRACT	TASKS 1-10	
FIRM/ STAFF PERSON	LABOR HOURS	DIRECT LABOR COST	INDIRECT LABOR COST	DIRECT EXPENSES	TOTAL LABOR COST	PROFIT	TOTALS
BRW, Inc.							
Wolsfeld	120	5,880 00					
Bay	16	769 28					
Lackey	480	13,848 00					
Crider	48	1,190 88					
Warner	60	1,536 60					
Amundsen	0	0 00					
Pilgrim	56	1,979 04					
Prof Support	250	5,225 00					
Tech Support	420	5,119 80					
Cler Support	168	1,873 20					
TOTAL BRW	1618	37,421 80	60,222 90	27,958 00		11,242 18	136,844 88
ZGF							
Baldwin	80	3,575 20					
Miles	192	4,608 00					
Urb Designer	160	3,040 00					
Cost Est	16	352 00					
Support	16	256 00					
TOTAL ZGF	464	11,831 20	16,406 33	3,400 00		2,823 75	34,461 28
KJSA							
Savage	37	1 480 00					
Costinett	108	3,975 00					
Schulte	196	4,704 00					
Support	191	2,292 00					
TOTAL KJSA	530	12,451 00	16,538 17	1,794 00		2,898 72	33,679 89
BERK & ASSOC							
Berk	300	11,400 00					
Elias	250	4,125 00					
TOTAL BERK	550	15,525 00	16,114 95	1,450 00		3,164 00	36,253 85
MCA Eng Inc (Batra/Russell)							
	64			0 00	5,760 00		5,760 00
WILLIAM WILDE							
	180			2,500 00	13,500 00		16,000 00
ALLEN ASSOC							
	40			0 00	5,000 00		5,000 00
SCHAEVITZ							
	48			1,000 00	6,000 00		7,000 00
TOTALS	3494			38,102 00		20,128 64	275,000 00

EXHIBIT 1

FUNDING PARTICIPATION

Other Sources

High Capacity Transit Account (through Metro)	\$150,000
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Sources Related to Agreement

Private Property Owners	\$ 50,000
City of SeaTac	25,000
Port of Seattle	25,000
Metro	25,000
King County	<u>15,000</u>
Sub-Total	<u>\$140,000</u>

TOTAL	\$290,000
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Contract: P 12030 P

4/24/91

SEA TAC PEOPLE MOVER STUDY
INTERAGENCY AGREEMENT

Purpose The purpose of this multi-party agreement is to produce a Feasibility Analysis for a People Mover System for the City of SeaTac's Central Business District and the SeaTac International Airport. The Study is intended to identify existing and future travel demand in the defined study area and determine if there is a need for a People Mover System. The Study will also identify the potential economic benefits of a People Mover System to property owners and the City of SeaTac and to make a recommendation for the appropriate system. King County is participating in the project to examine the regional benefits of the People Mover System.

Involved Parties. The following parties are included in this agreement:

- A. Municipality of Metropolitan Seattle (Metro) Lead Agency
- B. Port of Seattle (POS)
- C. King County (County)
- J. City of SeaTac (City)
- E. R&S Investments

Study Scope: The following represents the major elements to be studied in this project:

- A. Develop and evaluate alternative system concepts
- B. Patronage and economic forecasts
- C. Technology assessment
- D. Urban design and planning
- E. Route, alignment and station assessment
- F. Selection of preferred alternative
- G. Finance
- I. Implementation Consideration

Estimated Costs The total project cost for the People Mover Study is \$290,000. Following is a breakdown of cost responsibility.

A	Metro	
	1 High Capacity Transit Account	\$150,000
	2 Additional	25,000
B.	Port of Seattle	25,000
C.	King County	15,000
D.	City of SeaTac	25,000
E.	Private Property Owners	<u>50,000</u>
	TOTAL:	\$290,000

King County's share of the Study (\$15,000) will come from the CIP Corridors Account, CIP 00188.

ATTACHMENT 1

SEATTLE PEOPLE MOVER STUDY

INTER-AGENCY AGREEMENT

THIS AGREEMENT was made and entered into this ____ day of _____, 1991, by and among the parties who have set forth their signatures on the signature page hereto

WHEREAS the parties to this agreement agree that a comprehensive planning study is necessary to determine whether there is a function or "mission" for a people mover system in the Seattle area and to identify its feasibility and potential economic benefits to the area; and

WHEREAS, on July 5, 1990 the Metro Council adopted Resolution No. 5914 which secured the sole source services of IDA, Inc. to assist in the management and development of the people mover system concept in the Seattle area; and

WHEREAS the parties recognize that joint participation between representatives of the agencies with jurisdiction and property owners in the area is essential to the potential success of a people mover in the area; and

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and financial participation, to allow the Seattle People Mover Study (Study) work to proceed.

NOW, THEREFORE, the undersigned parties hereby enter into this Agreement to establish their respective roles in the Seattle People Mover Study (Study):

1. Parties. The initial parties to this Agreement shall be as follows:

a. Agencies with Jurisdiction. Agencies with jurisdiction are those entities that exercise regulatory control within the Seattle area:

- State of Washington (State)
- Port of Seattle (POS)
- King County (County)
- City of Seattle (City)
- Municipality of Metropolitan Seattle (Metro)

b. Private Sector. The Private Sector are certain interested entities that own or lease property in the Seattle area. They are divided into three general areas: Development, Hospitality, and Parking and Rental Lot Interests. The contact person is Roy Moore, P & S Investments.

2. Description of Work and Study Area. The Study work to be undertaken pursuant to this Agreement is described in Exhibit A attached hereto. The study area for purposes of this work shall also be as defined in Exhibit A.

3. Administration of Funds; Access to Records. Funds contributed by parties pursuant to this Agreement shall be collected, administered and disbursed by Metro. Metro shall maintain accurate records with respect to such funds. Disbursements by Metro from such funds shall be in payment for satisfactory completion of the work described in Exhibit A. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters

covered by this Agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the Study shall be retained by Metro for three years after completion of the Study or upon termination of this Agreement. Copies thereof shall be furnished if requested.

4. Contributions to the Study Efforts. Each party shall contribute certain financial and other resources for the Study. The parties' respective initial monetary contributions to the funding of the planning work for the Study are shown on Exhibit B attached hereto. Such initial contributions shall be paid within 90 days of the date this Agreement becomes effective, as defined in Section 13 below, or, if the contributing party executes this Agreement after the effective date hereof, within 90 days of such execution. Any party may, but is not required to, make additional contributions for the Study at any time. Such initial and additional contributions shall be collected and administered by Metro in accordance with the provisions of Sections 3 and 5 hereof.

5. Project Direction.

a. Steering Committee. Direction of the Study shall be conducted by a steering committee, the membership of which shall include a representative of each of the parties to this Agreement. An additional membership position shall be designated for a State representative. More than one party may be represented by one steering committee member if all parties to be represented by that steering committee member consent to such joint representation. The steering committee shall meet regularly to review the work described in Exhibit A and Metro's administration of the Study. Steering committee members shall be paid, if at all, by their respective employers and shall not be paid from the Study funds contributed pursuant to this Agreement.

b. Study Administration by Metro. Metro shall be the study administrative agency with respect to selection, retention and ongoing oversight of Study consultants and collection and administration of Study funds.

6. Study Results. Project consultants will prepare and submit the results of their work to the Study steering committee, which shall review such results and identify further actions.

7. Contracting with Consultants. Metro, with the recommendations and advice of the steering committee, will select and contract directly with a consultant team to perform the Study work as described in Exhibit A. Metro shall not be required to obtain steering committee approval of the terms and conditions of the consultant contract and amendments thereto provided that the said contract and amendments thereto shall be within the scope of work described in Exhibit A hereto and shall provide for a cost not to exceed an expense schedule for the work, a completion date, and termination provisions consistent with those set forth in this Agreement. Metro shall, however, make the Study contract and amendments available to the steering committee.

8. Termination.

a. Any party may terminate its rights and obligations under this Agreement by giving at least thirty (30) days prior written notice to the other parties hereto. After such termination, the terminating party shall be entitled to reimbursement of funds contributed by it pursuant to this Agreement, less such party's pro rata share of any amounts expended or obligated as of the date of such termination for the performance of the work described in Exhibit A hereto. This Agreement shall continue in effect as to all non-terminating parties.

b. If not sooner terminated, this Agreement shall terminate one year from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Study funds contributed to Metro to complete all payments to consultants hired under Section 7 above for work as described in Exhibit A actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective initial contributions.

9. No Guaranty. Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the work outlined in Exhibit A or to provide funds in excess of those shown in Exhibit B; (b) to create any liability in any party hereto to fund, implement, or construct any recommendations resulting from the Study work performed pursuant to this Agreement by virtue of their participation in the Study; (c) to create any relationship of joint venture or partnership among the parties, or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement.

10. No Reimbursement. The parties acknowledge that no party shall have a right under this Agreement to reimbursement or a credit for any funds paid pursuant hereto, except as provided in Section 8 above in the event of termination.

11. Ownership of Work Product. The parties agree that all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work products for their use.

12. Limitation of Liability. Neither the steering committee nor its members shall be responsible for the acts or omissions of Metro or any consultants retained to provide services in connection with the Study. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the Study performed under this Agreement shall be equal to such party's initial contribution as shown on Exhibit B.

13. Effectiveness. This Agreement shall be effective upon, and only upon, the execution hereof by all major contributors to the costs of the study work described in Exhibit A. "Major contributors" shall mean the private sector, City of Seattle, King County, Port of Seattle, and Metro.

14. Severability. The unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

15. Amendment. This Agreement contains the entire understanding of the parties with respect to the matters set forth herein, and may not be modified except by a writing executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the steering committee.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.

17. Counterparts. This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PRIVATE CENTER

BY

IT'S RECEIVED DATE

Date 3/20/91

CITY OF SEATTLE

BY

City Director

Date Oct 2, 1991

METRO

BY

Asst. Dir. - Deputy Director

Date 10/17/91

PORT OF SEATTLE

Executive Director

Executive Director

KING COUNTY

Executive Director for KING COUNTY EXECUTIVE

9/29/91

NOTE: If the microfilmed document is less clear than this notice it is due to the quality of the original document