

RESOLUTION NO. 09-649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITIES OF BLACK DIAMOND, MAPLE VALLEY, COVINGTON AND AUBURN FOR THE DEISEL MUTIPLE UNIT (DMU) FEASIBILITY AND PLANNING STUDY

WHEREAS, in 2009 the Washington State Legislature approved an appropriation to the Washington State Department of Transportation for a feasibility study, to be completed by June 30, 2010; and

WHEREAS, the cities, Maple Valley, Covington and Auburn working together with the City of Black Diamond have formed a cooperative relationship with the Washington State Department of Transportation for purposes of utilizing the monies appropriated to the Washington State Department of Transportation, in order to ensure that the feasibility study adequately addresses the needs and concerns of these cities in regards to managing growth and transportation; and

WHEREAS, a Memorandum of Understanding has been drafted that sets forth the understanding of these various partners in regards to their roles and responsibilities in working cooperatively to report to the State Legislature by June 30, 2010 according to the mandate of the appropriation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Memorandum of Understanding between the Washington State Department of Transportation and the cities of Black Diamond, Maple Valley, Covington and Auburn, substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF NOVEMBER, 2009.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP BETWEEN
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND
THE CITIES OF AUBURN, BLACK DIAMOND, COVINGTON, AND
MAPLE VALLEY
FOR**

**THE MAPLE VALLEY-COVINGTON-AUBURN DIESEL MULTIPLE UNIT
(DMU) FEASIBILITY AND PLANNING STUDY.**

This Memorandum of Understanding is made this ___ day of _____, between the Washington State Department of Transportation (hereinafter referred to as WSDOT) and the cities of Auburn, Black Diamond, Covington and Maple Valley (hereinafter referred to as partners), regarding a study assessing the feasibility of commuter rail service on tracks owned by the Burlington Northern Santa Fe Railway (hereinafter referred to as BNSF).

1. Background

WSDOT is a department of state government with all powers, duties, and functions to plan and coordinate transportation improvements meeting the needs of the State of Washington as provided in RCW 47.01.

The 2009-11 transportation budget passed by the Washington State Legislature included \$400,000 for the WSDOT to conduct a feasibility study of a Diesel-Multiple Unit (DMU) commuter rail service from Maple Valley to Auburn via the BNSF Railway's Stampede Pass line. The specific language in the legislation is as follows:

\$400,000 of the Motor Vehicle Account – State Appropriation is provided solely for a diesel multiple unit feasibility and initial planning study. The study must evaluate potential service on the Stampede Pass line from Maple Valley to Auburn via Covington. The study must evaluate the potential demand for service, the business model and capital needs for launching and running the line and the need for improvements in switching, signaling, and tracking. A report on the study must be submitted to the Legislature by June 30, 2010.

The area within the study boundaries has experienced rapid growth and development. Projections indicate that State Route 516, which roughly parallels the BNSF tracks in the corridor, will experience severe traffic congestion in the future as a result of the expected growth. The feasibility of transportation improvements that facilitate the efficient movement of people in the corridor is a question of interest and importance to WSDOT and the partners. The commuter rail service analysis in this study shall include commuter (work-trips) and other passenger use. This study will focus on a clearly defined, short distance travel market that served by a commuter rail type of service.

2. Intent of Memorandum of Understanding

The purpose of this Memorandum of Understanding (hereinafter referred to as MOU) is to define the roles and responsibilities of the WSDOT and the partners, and to reiterate the purpose of the study. The parties to this MOU agree that the attached scope of work defines the study purpose and describes the study deliverables.

It should be emphasized that the scope of the study is limited to assessing feasibility of commuter rail service in the corridor. As such, the study will present findings with regard to cost, ridership, potential revenue sources, and the institutional structure needed for providing commuter rail service. The study will not make a recommendation with regard to the desirability of commuter rail service in the corridor.

3. Project Management

WSDOT will serve as the lead agency for the study. The study will be conducted in close coordination and cooperation with the partners and with input from other entities as necessary and appropriate. WSDOT will be responsible for overseeing and managing the work of consultants retained for this study. The partners will be given the opportunity to participate in the consultant selection process. The partners will be consulted regarding key assumptions used in estimating travel demand, and will be asked to furnish information on land use plans and plans for transportation improvements in the corridor. Every effort will be made to define a DMU commuter rail scenario that is consistent with the comprehensive plans of local jurisdictions in the area, and supportive of state, regional, and local transportation goals.

The partners will function as lead for certain tasks relating to the study, including arranging and facilitating meetings of the staff working group and elected officials working group. The partners will also be responsible for outreach to local communities and elected officials. These tasks will be coordinated with WSDOT.

To ensure a common understanding of project goals and to clarify the roles of the parties a partnering session will be held. This partnering session will be scheduled to promptly follow hiring of the consultant and finalization of the scope of work. This partnering session shall include the project consultant, WSDOT, the Partners and any other relevant stakeholders.

4. Funding

The only source of direct funding for the study is an appropriation from the Washington State Legislature in the amount of \$400,000. WSDOT is responsible for authorizing all work charged to the project budget. WSDOT is responsible for all obligations to the consultants retained for this study and covered under contract Y-9313. The partners are

responsible for study activities carried out by their own staff. No payment between WSDOT and the partners is anticipated or budgeted.

5. Involvement of External Parties

It is likely that input and assistance will be sought from governmental agencies and jurisdictions that are not signatories to this MOU. Though this study does not include an extensive public outreach element it is expected that private parties and organizations will be interested in the study and may wish to provide input. Because this is only a feasibility study and not a specific proposal no formal process for soliciting and responding to public comment is included in the scope. However, WSDOT and the partners will be receptive to relevant unsolicited input that may be provided, to the extent possible.

6. Additional Signatories

It is possible that additional parties may wish to become signatories to this MOU. None of the provisions in this MOU should be construed as precluding additional signatories if their involvement would help advance the study objectives.

7. Project Schedule

The timeline established by the legislature calls for delivery of a final report no later than June 30, 2010. WSDOT and the partners understand the critical importance of completing this study on schedule and commit to reviewing and commenting on draft technical memoranda and other work products as expeditiously as possible. It is expected that a draft version of the final report will be produced no later than May of 2010. The partners will be afforded the opportunity to review and comment on the draft report. WSDOT has approval authority of the final report and will make every effort to incorporate partner concerns and revisions into the final report.

8. Dispute Resolution

It is the intention of WSDOT and the partners to approach this study with a common understanding of the project scope and purpose. With that as a starting point, and by working in a cooperative fashion, it is hoped that disputes among the parties will be avoided. However, in the event of disagreement among any of the parties, every effort will be made to promptly resolve any differences by working through the lead staff of each of the agencies.

9. Termination

This MOU may be terminated at any time upon mutual consent of the parties, in writing.

10. Endorsement

In witness whereof, the undersigned parties hereby agree to the terms and conditions of this MOU as of the date written on the first page above.

For the City of Auburn

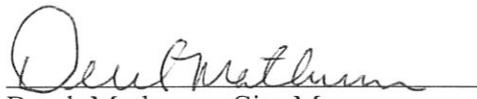
Peter B. Lewis, Mayor

For the City of Black Diamond



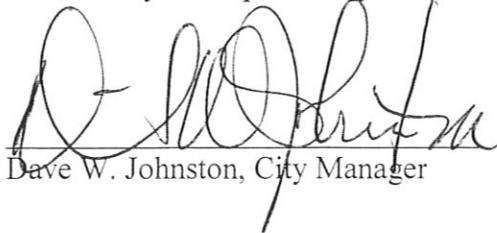
Howard L. Botts, Mayor

For the City of Covington



Derek Matheson, City Manager

For the City of Maple Valley



Dave W. Johnston, City Manager

For Washington State Department of Transportation

Chris R. Picard
Manager, Urban Planning Office