



July 29, 2014

[pd] Sponsor: \_\_\_\_\_  
Proposed No.: 2014-0216

1 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2014-0216, VERSION**

2 **1**

3 On page 1, beginning on line 5, strike everything through page 3, line 51, and insert:

4 "BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. The Municipality of Metropolitan Seattle was authorized by public vote in  
7 1972 to perform the metropolitan transportation functions of a metropolitan municipal  
8 corporation.

9 B. In 1994, King County assumed the rights, powers, functions and obligations of  
10 the Municipality of Metropolitan Seattle in accordance with chapter 36.56 RCW;  
11 consequently, all the powers and functions of the Municipality of Metropolitan Seattle  
12 have been vested by state law in the legislative authority of King County.

13 C. In 2007, and as authorized by King County Ordinance 15860, the city and the  
14 county entered into an interlocal agreement under which the county agreed to operate and  
15 maintain the South Lake Union streetcar line for benefit of the city and the public.

16 D. Under RCW 35.21.925, the city is authorized to construct supplemental  
17 transportation projects within the city's boundaries. Under that and other authority, the

18 city intends to construct and own, and has begun construction on, a 2.5-mile streetcar  
19 running from Jackson and Occidental Streets to Broadway and Denny Way , which is the  
20 location of the new Link Light Rail Station on Capitol Hill. The First Hill streetcar line  
21 will connect the Capitol Hill, First Hill, Yesler Terrace, Chinatown/International District,  
22 Little Saigon, a corner of the Central District and Pioneer Square neighborhoods with  
23 downtown Seattle and connections to other regional and local transit services and thereby  
24 increase transit ridership and reduce single occupancy vehicle trips to and from those  
25 neighborhoods. The city contemplates that over time it may construct and own additional  
26 streetcar lines.

27 E. The city has experience in building a streetcar as the owner of the existing  
28 South Lake Union streetcar line and the original owner of the former Waterfront streetcar  
29 line.

30 F. King County has experience operating and maintaining streetcars in the city as  
31 operator of the former Waterfront Streetcar and the existing South Lake Union streetcar  
32 line, as well as operating and maintaining the existing Central Link light rail system on  
33 behalf of Sound Transit.

34 G. Consistent with RCW 35.58.610, it is the objective of King County to  
35 coordinate transit service in established urban centers and work with local jurisdictions to  
36 pursue innovative solutions and partnerships. A long-term master agreement with the  
37 city for streetcar services is consistent with those objectives.

38 H. King County, through development of the Strategic Plan for Public  
39 Transportation 2011-2021, may adopt new policy concerning streetcar operations.

40           SECTION 2. The county executive is hereby authorized to execute, substantially  
41 in the form of Attachment A to this ordinance, an amended and restated interlocal  
42 agreement between King County and the city of Seattle for the operation and  
43 maintenance of the Seattle Streetcar.

44           SECTION 3. The county executive may not approve a written extension of the  
45 interlocal agreement, or negotiate a revised agreement that is inconsistent with the  
46 Strategic Plan for Public Transportation in effect at the time of the approval.

47           SECTION 4. If any provision of this ordinance or its application to any person or  
48 circumstance is held invalid, the remainder of the ordinance or the application of the  
49 provision to other persons or circumstances is not affected."

50 Delete Attachment A. Amended and Restated Interlocal Agreement Between King  
51 County and the City of Seattle Regarding The Seattle Streetcar System, and insert  
52 Attachment A. Amended and Restated Interlocal Agreement Between King County and  
53 the City of Seattle Regarding The Seattle Streetcar System, dated July 29, 2014.

54 **EFFECT: Revises ordinance text to refer to the Strategic Plan for Public**  
55 **Transportation, the current countywide transit planning document. Amends the**  
56 **Interlocal Agreement including its appendices to clarify what policy changes require**  
57 **further legislative action and which can be accomplished by the City and County**  
58 **executive branches, clarifies intent, and corrects errors.**

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## **Exhibit 1**

### **Definitions**

**Accident:** An unexpected loss-causing event that results in a fatality, bodily injury, or property damage.

**Bus Bridge:** A substitute bus service operated in place of rail service when all or a portion of a rail transit line is out of service.

**Capital Improvements:** Placement of new assets into the Seattle Streetcar characterized by one-time cost exceeding One Thousand Dollars (\$1,000) and having a life expectancy exceeding one year.

**Capital Repairs:** Repair intended to extend the life of an existing asset having a one-time cost exceeding One Thousand Dollars (\$1,000) with a life expectancy exceeding one year.

**Car History Book:** A record maintained by the car builder that shows all modifications to the car during its construction, including quality control exceptions and their corrections.

**Changeable Message System:** A system for providing information to the public by means of electrically illuminated signs which may be easily changed as needed.

**Component Repair:** Restoration of a component to reliable operative condition.

**Configuration Management:** The control and documentation of changes that are made to the hardware, software, firmware, and documentation throughout the life of a system.

**Corrective Maintenance:** Unscheduled maintenance conducted to restore a system to its intended operating condition after an observed defect or failure.

**Crossover:** The materials installed in an area where two overhead electrical systems cross or interconnect, such as within an intersection that accommodates the crossing of both the ETB OCS and the Streetcar OCS.

**De-energizations/Outages:** Used interchangeably with “Outage,” means the work necessary to both de-energize and re-energize all or part of the ETB or Streetcar OCS.

**Electrification System:** The overhead electrical wires and related infrastructure improvements (including but not limited to poles, trusses, brackets, Crossovers, guy or tension wires, DC substations, utility cabinets or vaults, switches, transformers, capacitors, computerized monitoring equipment, turnbuckles and other hardware, etc.) used to provide or support power to ETB and/or streetcar services. Sometimes referred to as the overhead contact system (OCS).

**Emergency:** Emergency refers to an unexpected disruption of Seattle Streetcar service due to a defect in the Seattle Streetcar infrastructure, having a cost of repair exceeding \$5,000.

**Emergency Operations:** Refers to operations of the Seattle Streetcar when a portion of the Seattle Streetcar is inoperative due to defect, blockage of the track, or other disruption.

**ETB:** King County's electric trolley bus system and all of its component parts and related infrastructure, including but not limited to the ETB OCS, all as now existing or hereafter modified.

**Force Majeure:** Any delay resulting from any cause beyond a Party's reasonable control resulting in the Party's inability to perform its obligations under this Agreement. Force Majeure Events may include, but are not limited to: Acts of nature; accident, fire or explosions arising from causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, or terrorism; epidemic; strikes; delays resulting from legal or administrative challenge by persons or entities other than the Parties to this Agreement, and so forth. Force Majeure Events shall include extraordinary equipment failures (such as traction power substation failures) or acts or omissions of agents, suppliers, contractors or subcontractors of any tier, including but not limited to acts or omissions arising out of or relating to a Force Majeure Event as defined herein.

**Hazardous Substances:** Hazardous Substances means:

A. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or

B. Any dangerous waste, hazardous waste, or hazardous substance as defined in the following statutes as now codified or later amended:

- i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. §9601 et seq.);
- ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. §6901 et seq.);
- iii. Hazardous Waste Management Act and Washington Model Toxics Control Act, (R.C.W. Chs. 70.105, and 70.105D);
- iv. Federal Water Pollution Control Act, also known as the Clean Water Act, (33 U.S.C. §1251 et seq.);
- v. Clean Air Act, (42 U.S.C. §7401 et seq.);
- vi. Oil Pollution Act of 1990, (33 U.S.C. §2701 et seq.); or
- vii. Hazardous Materials Transportation Act, (49 U.S.C. 5901 et seq.).

C. Any other pollutant, contaminants, or substances, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now codified or later amended.

**Heavy Repair:** A repair that is relatively so material in cost, repair time, or physical damages that management's involvement in the determination of the repair is necessary, and Heavy Repair includes Overhaul and can be scheduled or can be unscheduled in cases such as an accident repair.

**Joint Use Facility:** Joint Use Facilities are structures or improvements integral to the operation of the Seattle Streetcar or the County's transit system and used by the Seattle Streetcar and by the County for its transit service, and potentially by other agencies or services. By way of example only, Joint Use Facilities may include utility and traffic signal poles, support wires, shelters or waiting areas and their amenities, and pedestrian improvements, but only to the extent the same are integral to the operation of the Seattle Streetcar and the County's transit system and used by the Streetcar and also by the County transit system and, potentially, other agencies or services. Joint Use Facilities do not include other municipal improvements not integral to the operation of the Seattle Streetcar and the County's transit system, such as sidewalks, curbs and gutters, street panels, catch basins and storm sewers, street pavement markings and finishes, etc.

**Line:** A designated Seattle Streetcar route along which streetcar passenger service is provided between identified end points, together with all necessary and ancillary improvements, equipment, and facilities, such as tracks, stations, platforms, stops, maintenance facilities, tail tracks, overhead catenary systems, traction power stations, signaling equipment, etc.; e.g., the South Lake Union Line, with service from Fairview Avenue North and Ward Street to Westlake Avenue and Olive Way. Each Line is the subject of a Line Agreement and is described in Section A of its Line Agreement and illustrated in Exhibit A to its Line Agreement.

**Line Agreements:** Those separate, subsidiary agreements between the Parties that establish their specific rights, privileges, duties and obligations as to each Line within the Seattle Streetcar network and subject to this Agreement's broader allocation of rights and duties between the Parties. Line Agreements are collected in Appendix B and identified by name (e.g. South Lake Union Line, First Hill Line, etc.).

**Maintenance Procedure:** A written set of instructions describing the work to be done and the proper sequence of actions to be taken to maintain any component of the Seattle Streetcar.

**Major Maintenance:** Major Maintenance is work beyond the regular, routine upkeep of equipment to replace or repair the equipment in order to return a system to its intended use, prevent further damage, or make it compliant with new or existing laws or regulations. Major Maintenance includes Heavy Repairs and Overhauls.

**Overhaul:** Scheduled maintenance of larger systems to recondition the equipment in order to restore it to its original condition and extend its operating life. For example, rebuilding an air conditioner every five years or 250,000 miles would be an Overhaul.

**Overhead Contact System (OCS):** See definition of Electrification System.

**Non-Revenue Vehicles:** Vehicles other than streetcars used to support Seattle Streetcar operations and that do not carry passengers for fare, including but not limited to maintenance vehicles, wreckers or tow vehicles, staff transport vans, supervisor vehicles, etc.

**Operating Phases:**

**Startup:** The period between the effective date of the Seattle Streetcar Operations and Maintenance Agreement or any later-executed Line Agreement and 12:01 AM of the first day of revenue passenger service.

For the South Lake Union Line Only:

Phase 1: [INTENTIONALLY DELETED]

Phase 2: The period between the effective date of the Seattle Streetcar Operations and Maintenance Agreement and 11:59 PM December 31, 2019.

**Pre-Revenue Service:** Operation of streetcars under the proposed schedule used after the beginning of revenue service, but without passengers. The “Pre-Revenue Service” period is used to test the proposed schedule and to train personnel on the procedures to be used under normal and extraordinary conditions.

**Revenue Service:** Operation of streetcars to transport fare-paying passengers according to a Service Plan, or for Special Events and may include promotional service periods during which no fare is charged.

**Operations List:** The County’s outline for regular service operations, special services, Emergency Operations, and the operating procedures for the guidance of the County’s staff.

**Overhaul Cycle:** The interval at which streetcars will be given an Overhaul.

**Preventive Maintenance:** A process of inspecting, testing, and/or reconditioning an operating system at regular intervals according to specific instructions, intended to prevent in-service failures or retard deterioration.

**FHS Agreement:** That certain Project Coordination and Reimbursement Agreement for the City’s First Hill Streetcar executed by the Parties and dated August 21, 2012.

**Routine Maintenance:** Corrective and Preventive Maintenance.

**Seattle Streetcar:** The set of streetcar Lines in and for the City of Seattle, as now constituted or hereafter amended.

**Service Plan:** A document attached to each Line Agreement that outlines the service to be provided by that Seattle Streetcar Line subject to annual review for changes. The plan sets forth hours of operation, headways, special operations, and other details of the service.

**Special Event:** An event that requires a deviation from the normal operating routine of the Seattle Streetcar. These may include extended hours of service for holidays, anticipated delays due to parades or construction work, and the opening of new streetcar Lines.

**Startup Quantities:** The quantity of spare parts and consumable items specified in contracts for streetcars and facilities as the initial volume of spare part stock provided by the contractor to be delivered before the closure of the contract.

**System Safety Program Plan:** A document developed by Metro Transit Division of the King County Department of Transportation describing its safety policies, objectives, responsibilities, and procedures.

**Support Vehicle:** See Non-Revenue Vehicles.

**Train-to-Wayside Communications:** A system of digital communication between trains (streetcars) and equipment located along the wayside to route trains automatically to their destination and other uses.

**Transfer:** The physical movement and/or alteration of overhead electrical systems. Transfers typically require outages. Transfers and outages are independent items.

**Unusual Occurrence Report (UOR):** A daily report prepared and sent by County personnel operating the Seattle Streetcarsystem to the City. The UOR typically includes entries regarding delays to service, incidents, mechanical failures, and other unusual events.

**Exhibit 2**

**RESERVED**

**Exhibit 3**

**RESERVED**

**Exhibit 4**

**Budget and Cost Methodology for Payments by City to County**

**A. Eligible Costs**

**Eligible costs will be determined based on the following cost methodologies Start-Up and Operation and Maintenance Phases:**

**Start-up Cost Methodology**

Direct costs for staff dedicated to the Seattle Streetcar operation and maintenance activities, including salaries, benefits, overtime and a charge for workers compensation costs.

Direct and indirect costs for training and maintenance support from Metro's Power and Facilities Section for the OCS, substations, and trackway once turned over to the County for maintenance. Costs will include direct staff salaries and benefits, section administration, Support Vehicles and a charge for workers compensation costs.

Indirect and general administration costs including Transit Division and King County support services allocated based on methodology used for reporting to National Transit Database (NTD) and reflecting costs reported to NTD, and Light Rail Section administrative costs, as adjusted to reflect costs otherwise included as direct costs in this Agreement.

Direct materials and supplies, including parts, shop supplies and office equipment and supplies.

One-time costs for incorporating Seattle Streetcar parts into the vehicle maintenance inventory system, adjustments to scheduling and customer information software systems, staff hiring and fixed-route customer information signage.

Purchase of non-revenue vehicle(s) to support service operation.

**O&M Cost Methodology**

Direct costs for staff dedicated to the Seattle Streetcar operation and maintenance activities, including salaries, benefits, overtime and a charge for workers compensation costs.

Direct and indirect costs for maintenance support from Metro's Power and Facilities Section for the OCS, substations, maintenance facility and trackway. Costs will include direct staff salaries and benefits, section administration, Support Vehicles and a charge for workers compensation costs.

Indirect and general administration costs including Transit Division and King County support services allocated based on methodology used for reporting to National Transit Database (NTD) and reflecting costs reported to NTD, insurance premiums in proportion to the county's overall ridership, risk and claims costs associated with the streetcar as described in the agreement, and

Light Rail Section administrative costs, as adjusted to reflect costs otherwise included as direct costs in this Agreement.

Direct materials and supplies, including parts, shop supplies and office equipment and supplies.

Other service provided by the County outside of the operating scope such as emergency operating and maintenance expenditures, Bus Bridges, body work, moving streetcars to other locations for Overhauls, etc. These and any other activities negotiated under separate agreements will be charged based on actual cost incurred.

**B. Budget Tables**

See next pages

**EXHIBIT 4 B BUDGET TABLES**

<b>SEATTLE STREETCAR</b>	
<b>2014 FIRST HILL STREETCAR-STARTUP BUDGET</b>	
<b>PART 1 Streetcar StartUp Staffing</b>	
Staffing to provide 19 streetcar operators, 4 electro mechanics, 0.75 train controller, 5 O/M supervisors, 1 Maintenance Chief, 1 Superintendent and management/administrative support to operations staff.	
<b>Part 1 Subtotal</b>	<b>830,000</b>
<b>Part 2 Power System Operation &amp; Maintenance</b>	
Startup allowance	
<b>Part 2 Subtotal</b>	<b>30,000</b>
<b>PART 3 General Administration and Implementation Support</b>	
General administrative support (Misc & M5 Parts input)	
<b>PART 3 Subtotal</b>	<b>30,000</b>
<b>PART 4 Operating Materials/Supplies</b>	
Startup Equip (\$618,625), Office consumables (printing/copying), vehicle consumables (oil, filters, etc) and Operator, Supervisor uniforms and cold weather gear.	
<b>Part 4 Subtotal</b>	<b>660,000</b>
<b>Grand Total-2014 Startup Estimate</b>	<b>\$ 1,550,000</b>

**EXHIBIT 4 B BUDGET TABLES**

<b>SEATTLE STREETCAR</b>	
<b>2014 FIRST HILL STREETCAR - PRELIMINARY OPERATING BUDGET</b>	
<b>PART 1 Streetcar Operations Staffing</b>	
Staffing to provide 19 streetcar operators, 4 electro mechanics, 0.75 train controller, 5 O/M supervisors, 0.75 maintenance chief, 0.75 superintendent and management/administrative support to operations staff. (Costs for superintendent, maintenance chief, train controller and management/administrative staff are share with South Lake Union Streetcar.)	
<b>Part 1 Subtotal</b>	<b>620,000</b>
<b>Part 2 Power System Operation &amp; Maintenance</b>	
Cost-allocated staff support for maintenance of overhead contact system, traction power substations, radio maintenance and Administrative costs for Audit Support	
<b>Part 2 Subtotal</b>	<b>280,000</b>
<b>PART 3 General Administration and Implementation Support</b>	
General administrative support (financial management, training, testing, insurance, M5 Parts Mgmt etc)	
<b>PART 3 Subtotal</b>	<b>70,000</b>
<b>PART 4 Operating Materials/Supplies</b>	
Office consumables (printing/copying), vehicle consumables (oil, filters, etc)	
<b>Part 4 Subtotal</b>	<b>20,000</b>
<b>Grand Total-2014 Revenue Service</b>	<b>\$ 990,000</b>

**EXHIBIT 4 B BUDGET TABLES**

<b>2015 SEATTLE STREETCAR FIRST HILL STREETCAR- PRELIMINARY OPERATING BUDGET</b>	
<b>PART 1 Streetcar Operations Staffing</b>	
Staffing to provide 19 streetcar operators, 4 electro mechanics, 0.75 train controller, 5 O/M supervisors, 0.75 maintenance chief, 0.75 superintendent and management/administrative support to operations staff. (Costs for superintendent, maintenance chief, train controller and management/administrative staff are shared with South Lake Union Streetcar.)	
<b>Part 1 Subtotal</b>	<b>4,010,000</b>
<b>Part 2 Power System Operation &amp; Maintenance</b>	
Cost-allocated staff support for maintenance of overhead contact system, traction power substations, radio maintenance and Administrative costs for Audit Support	
<b>Part 2 Subtotal</b>	<b>460,000</b>
<b>PART 3 General Administration and Implementation Support</b>	
General administrative support (financial management, training, testing, insurance, M5 Parts Mgmt, etc)	
<b>PART 3 Subtotal</b>	<b>510,000</b>
<b>PART 4 Operating Materials/Supplies</b>	
Office consumables (printing/copying), vehicle consumables (oil, filters, etc) & essentials to equip operators & supervisors with uniforms and cold weather gear	
<b>Part 4 Subtotal</b>	<b>150,000</b>
<b>Grand Total-2015 Revenue Service</b>	<b>\$ 5,130,000</b>

**EXHIBIT 4 B Budget Tables**

<b>2015 SEATTLE STREETCAR SOUTH LAKE UNION STREETCAR- OPERATING BUDGET</b>	
<b>PART 1 Streetcar Operations Staffing</b>	
Staffing to provide 1 streetcar chief, 1 administrative specialist, 4 O/M supervisors, and 9 streetcar operators, 3 electro mechanics. Shared costs with First Hill Streetcar: 0.25 train controller, 0.25 Maintenance Chief, 0.25 Superintendent, 0.25 train controller and management/administrative staff.	
<b>Part 1 Subtotal</b>	<b>2,370,000</b>
<b>Part 2 Power System Operation &amp; Maintenance</b>	
Cost-allocated staff support for maintenance of overhead contact system, traction power substations, radio maintenance and Administrative costs for Audit Support	
<b>Part 2 Subtotal</b>	<b>160,000</b>
<b>PART 3 General Administration and Implementation Support</b>	
General administrative support (financial management, training, testing, insurance, M5 Parts Mgmt, etc)	
<b>PART 3 Subtotal</b>	<b>50,000</b>
<b>PART 4 Operating Materials/Supplies</b>	
Office consumables (printing/copying), vehicle consumables (oil, filters, etc) & essentials to equip operators & supervisors' s uniforms and cold weather gears	
<b>Part 4 Subtotal</b>	<b>120,000</b>
<b>Grand Total-2015 Revenue Service</b>	<b>\$ 2,700,000</b>

**Exhibit 5**

**Payment Schedule**

**Exhibit 5 Payment Schedule**

A. South Lake Union Line

Quarterly Estimated Cost	Quarterly Estimated ORCA Fare Revenue	Quarterly Fixed Contribution	Payment Amount (Quarterly Cost Estimate Less Quarterly ORCA Fare Revenue Estimate Less Quarterly Share of Fixed County Contribution)	Payment Due Date
\$ 675,000	\$ 199,000	\$ 337,500	\$ 138,500	31-Mar-15
\$ 675,000	\$ 199,000	\$ 337,500	\$ 138,500	30-Jun-15
\$ 675,000	\$ 199,000	\$ 337,500	\$ 138,500	30-Sep-15
\$ 675,000	\$ 199,000	\$ 337,500	\$ 138,500	31-Dec-15
\$ 695,000	\$ 216,500	\$ 350,000	\$ 128,500	31-Mar-16
\$ 695,000	\$ 216,500	\$ 350,000	\$ 128,500	30-Jun-16
\$ 695,000	\$ 216,500	\$ 350,000	\$ 128,500	30-Sep-16
\$ 695,000	\$ 216,500	\$ 350,000	\$ 128,500	31-Dec-16
\$ 715,000	\$ 235,000	\$ 362,500	\$ 117,500	31-Mar-17
\$ 715,000	\$ 235,000	\$ 362,500	\$ 117,500	30-Jun-17
\$ 715,000	\$ 235,000	\$ 362,500	\$ 117,500	30-Sep-17
\$ 715,000	\$ 235,000	\$ 362,500	\$ 117,500	31-Dec-17
\$ 737,500	\$ 275,750	\$ 375,000	\$ 86,750	31-Mar-18
\$ 737,500	\$ 275,750	\$ 375,000	\$ 86,750	30-Jun-18
\$ 737,500	\$ 275,750	\$ 375,000	\$ 86,750	30-Sep-18
\$ 737,500	\$ 275,750	\$ 375,000	\$ 86,750	31-Dec-18
\$ 760,000	\$ 293,000	\$ 387,500	\$ 79,500	31-Mar-19
\$ 760,000	\$ 293,000	\$ 387,500	\$ 79,500	30-Jun-19
\$ 760,000	\$ 293,000	\$ 387,500	\$ 79,500	30-Sep-19
\$ 760,000	\$ 293,000	\$ 387,500	\$ 79,500	31-Dec-19

**Exhibit 5 Payment Schedule**

B. First Hill Line

Quarterly Estimated Cost	Quarterly Estimated ORCA Fare Revenue	Payment Amount (Quarterly Cost Estimate Less Quarterly ORCA Fare Revenue Estimate)	Payment Due Date
\$ 1,270,000	\$ -	\$ 1,270,000	30-Sep-14
\$ 1,270,000	\$ -	\$ 1,270,000	31-Dec-14
\$ 1,282,500	\$ 257,500	\$ 1,025,000	31-Mar-15
\$ 1,282,500	\$ 257,500	\$ 1,025,000	30-Jun-15
\$ 1,282,500	\$ 257,500	\$ 1,025,000	30-Sep-15
\$ 1,282,500	\$ 257,500	\$ 1,025,000	31-Dec-15
\$ 1,320,000	\$ 267,500	\$ 1,052,500	31-Mar-16
\$ 1,320,000	\$ 267,500	\$ 1,052,500	30-Jun-16
\$ 1,320,000	\$ 267,500	\$ 1,052,500	30-Sep-16
\$ 1,320,000	\$ 267,500	\$ 1,052,500	31-Dec-16
\$ 1,360,000	\$ 277,500	\$ 1,082,500	31-Mar-17
\$ 1,360,000	\$ 277,500	\$ 1,082,500	30-Jun-17
\$ 1,360,000	\$ 277,500	\$ 1,082,500	30-Sep-17
\$ 1,360,000	\$ 277,500	\$ 1,082,500	31-Dec-17
\$ 1,400,000	\$ 465,000	\$ 935,000	31-Mar-18
\$ 1,400,000	\$ 465,000	\$ 935,000	30-Jun-18
\$ 1,400,000	\$ 465,000	\$ 935,000	30-Sep-18
\$ 1,400,000	\$ 465,000	\$ 935,000	31-Dec-18
\$ 1,442,500	\$ 480,000	\$ 962,500	31-Mar-19
\$ 1,442,500	\$ 480,000	\$ 962,500	30-Jun-19
\$ 1,442,500	\$ 480,000	\$ 962,500	30-Sep-19
\$ 1,442,500	\$ 480,000	\$ 962,500	31-Dec-19

**Exhibit 6**

**Points of Contact**

Designated Representatives

City: Ethan Melone (or Successor) Rail Transit Manager Seattle Department of Transportation P.O. Box 34996 Seattle, WA 981240-4996 <a href="mailto:Ethan.Melone@seattle.gov">Ethan.Melone@seattle.gov</a> (206) 684-8066	County: Randy Witt King County, Metro Transit Division Design & Construction Manager 201 South Jackson Street Seattle, WA 98104-3856 <a href="mailto:Randy.Witt@kingcounty.gov">Randy.Witt@kingcounty.gov</a> (206) 477-5970
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Contact Information for SDOT Director, Transit Manager, and Service of Notice

SDOT Director:  Director Seattle Department of Transportation P.O. Box 34996 Seattle, WA 98124-4996 (206) 684-5000	Transit Manager:  General Manager King County, Metro Transit Division 201 South Jackson Street Seattle, WA 98104-3856
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Emergency Contacts (Available 24 hours per day):

Link Control Center (206) 205-8177

Tedd Hankins (206)-477-5991

Michael Avery (206) 903-7660

Invoices.

County shall submit invoices to:

Seattle Department of Transportation  
Accounts Payable  
ATT: Seattle Streetcar  
PO Box 34996  
Seattle, WA 98124-4996

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**SOUTH LAKE UNION STREETCAR  
LINE AGREEMENT**

**A. LINE DESCRIPTION**

This Line Agreement governs the South Lake Union Line segment of the Seattle Streetcar from Fairview Avenue N and Ward Street to Westlake Avenue and Olive Way in the City; and generally consisting of 1.3 miles of double track for passenger service, and 0.2 miles of maintenance facility lead track as illustrated in Exhibit A of this Line Agreement. This Line Agreement is part of and governed by the Amended and Restated Interlocal Agreement Between King County and the City of Seattle Regarding the Seattle Streetcar System (“Streetcar Interlocal Agreement”). The Streetcar Interlocal Agreement shall control over the terms of this Line Agreement in all instances of conflict, ambiguity or contract interpretation or construction.

**B. START-UP PLAN**

Not Applicable. Startup of the South Lake Union Line occurred in the past.

**C. SERVICE AND SCHEDULE PLAN**

**Service Plan**

The Service Plan is found in Exhibit C of this Line Agreement.

**D. OPERATIONS**

The governing documents for Operations will be the Safety/Security Program Plan (SSPP), followed by the Operations Plan, Rulebook and Standard Operating Procedures (SOP’s). These will be prepared by integrating the new territory of the First Hill Line into the documents currently governing the South Lake Union operation resulting in one set of governing documents for the Seattle Streetcar incorporating both lines.

The Operations List is found in Exhibit D of this Line Agreement.

**E. MAINTENANCE**

The governing documents for Maintenance will be the Safety/Security Program Plan (SSPP), followed by the Maintenance Plan, Rulebook and Standard Maintenance Procedures (SMP’s). These will be prepared by integrating the new territory and equipment of the First Hill Line into the documents currently governing the South Lake Union maintenance resulting in one set of governing documents for the Seattle Streetcar incorporating both lines.

The Maintenance List is found in Exhibit E of this Line Agreement.

**F. O&M COST ESTIMATE**

The O&M Cost Estimate is found in Exhibit 4 of the Streetcar Interlocal Agreement.

Exhibit A



**Exhibit B**

NOT USED

**Exhibit C**

**Service and Schedule Plan**

**Hours of Service**

The streetcar will operate Monday thru Thursday, 6:00 a.m. to 9 p.m.; Friday and Saturday 6:00 a.m. to 11 p.m., and Sundays/Holidays, 10:00 a.m. to 7:00 p.m. Monday through Friday, 6:00 a.m. to 9:00 a.m., and 4:00 p.m. to 7:00 p.m. are considered “peak” service periods.

**Service Frequency**

Mon-Friday            10 Minute Headways (7 AM-7PM)

All Other Times        15 Minute Headways

## **Exhibit D**

### **Operations Responsibility List**

#### **City of Seattle**

1. Cooperate with King County in development and review of Streetcar Service Plan
2. Contract for any service not assigned to King County, including capital repairs and replacement beyond normal maintenance of facilities and equipment
3. Provide all special tools or test equipment needed by King County to perform its duties under the Streetcar Agreement
4. Deliver equipment maintenance requirements and drawings to King County
5. Prepare Car and Station signage

#### **King County**

1. Incorporate Streetcar Service Plan, Schedule Plan, Operations Plan, System Safety Program Plan
2. Incorporate the Seattle Streetcar into Metro's System Security Plan
3. Comply with regulatory requirements
4. Hire and train staff
5. Comply with performance standards
6. Develop and implement operating and maintenance procedures
7. Operate and maintain the streetcars
8. Consult with City regarding Revenue Passenger Service
9. Develop Emergency Response Plan
10. Develop All Hazards Response Plan
11. Conduct emergency preparedness drills
12. Prepare train schedules, operator runs and car assignments
13. Prepare "Bus Bridge" plan
14. Provide Non-Revenue Vehicles
15. Arrange Lost and Found handling
16. Develop media relations procedures
17. Collect and report ridership and performance data

**Exhibit E**

**Routine Maintenance Responsibilities List**

**City of Seattle**

1. Utility Connections
2. Pavement
3. Traffic signals
4. Train Signal Aspects
5. Traffic signs
6. Pavement markings
7. Station landscaping
8. Artwork
9. Lighting
10. Shelters and furnishings
11. Information and advertisement posters
12. Poles – joint use with Traffic Signals
13. Track Drains – all except the portion between the rails
14. Passenger Platforms and Furnishings

**King County**

1. Rail Vehicle maintenance
2. Wheel Truing
3. TWC & Train Signal Control
4. Radios
5. Cranes
6. Phones and Networks
7. Track
8. Overhead Contact System
9. Streetcar/Trolley Bus Crossings
10. Poles – strain poles (including joint use trolley bus/streetcar)
11. Span Wires
12. Substations, including Maintenance Facility substation
13. Automated Passenger Counting (Vendor's service contract)
14. South Lake Union Maintenance Facility (including but not limited to Lighting, Fire Alarms, Electrical Facilities, Elevators)
15. Non-revenue vehicle maintenance



**FIRST HILL STREETCAR  
LINE AGREEMENT**

**A. LINE DESCRIPTION**

This Line Agreement governs the First Hill Line segment of the Seattle Streetcar from Occidental Avenue and South Jackson Street to East Denny way and Broadway in the City of Seattle, Washington, and generally consists of 2.5 miles of double track for passenger service and .3 miles of maintenance facility lead track, all as illustrated in Exhibit A to this Line Agreement. This Line Agreement is part of and governed by the Amended and Restated Interlocal Agreement Between King County and the City of Seattle Regarding The Seattle Streetcar System (“Streetcar Interlocal Agreement”). The Streetcar Interlocal Agreement shall control over the terms of this Line Agreement in all instances of conflict, ambiguity or contract interpretation or construction.

**B. START-UP PLAN**

The projected start date for revenue passenger service of the First Hill Streetcar Line is October 31, 2014. Responsibility for the work during the Startup Period is allocated between the City and the County as set forth in Exhibit B of this Line Agreement.

**C. SERVICE AND SCHEDULE PLAN**

**Service Plan**

The Service Plan is found in Exhibit C of this Line Agreement.

**D. OPERATIONS**

The governing documents for Operations will be the Safety/Security Program Plan (SSPP), followed by the Operations Plan, Rulebook and Standard Operating Procedures (SOP’s). These will be prepared by integrating the new territory of the First Hill Line into the documents currently governing the South Lake Union operation.

The Operations List is found in Exhibit D of this Line Agreement.

**E. MAINTENANCE**

The governing documents for Maintenance will be the Safety/Security Program Plan (SSPP), followed by the Maintenance Plan, Rulebook and Standard Maintenance Procedures (SMP’s). These will be prepared by integrating the new territory and equipment of the First Hill Line into the documents currently governing the South Lake Union maintenance.

The Maintenance List is found in Exhibit E of this Line Agreement.

The Start-up quantity of crossover spare parts is found in Exhibit E of this Line Agreement.

**F. O&M COST ESTIMATE**

The O&M Cost Estimate is found in Exhibit 4 of the Streetcar Interlocal Agreement.

Exhibit A



**Exhibit B**

**Start-up Plan**

Projected Revenue Passenger Service Start Date

10/31/2014

**Start-up Responsibilities**

**City of Seattle**

Safety/Security Certification (with some tasks delegated to KC)  
Design  
Construction  
Public Outreach (Start-up period only)  
Rail Vehicle Procurement  
System Commissioning  
System Testing  
Integrated Testing  
Provide Tools and Equipment  
Provide Spare Parts  
Provide Office Furniture  
Provide for Vendor Training  
Provide Service Plan

**King County**

Assist with Safety/Security Certification  
Hire Staff  
Train Staff  
Provide Uniforms for Staff  
Support Integrated Testing  
Create/Update Standard Operating Procedures  
Create/Update Standard Maintenance Procedures  
Participate in Integrated Testing  
Conduct Pre-Revenue Service  
Create Operating Schedules  
Manage Rail Activation

**Exhibit C**

**Service and Schedule Plan**

**Hours of Service**

The streetcar will operate Monday thru Saturday from 5 a.m. to 1 a.m. and Sundays/Holidays 10:00 a.m. until 8:00 p.m. Monday through Friday, 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. are considered “peak” service periods.

<b>First Hill Streetcar--Service Plan</b>						
	5 AM to 6 AM	6 AM to 9 AM	9 AM to 3 PM	3PM to 7 PM	7 PM to 11 PM*	11 PM to 1 AM
<b>Weekdays</b>						
Cars in Operation	2 to 3 (Phased In)	5	4	5	3	2 to 3 (Phased Out)
Approximate Train Frequencies	18 to 25 minutes	10 minutes	12 minutes	10 minutes	18 minutes	18 to 25 minutes
<b>Saturdays</b>						
Cars in Operation	0	4	4	4	4	2 to 3 (Phased Out)
Approximate Train Frequencies		12 minutes	12 minutes	12 minutes	12 minutes	18 to 25 minutes
<b>Sundays/Holidays*</b>						
Cars in Operation	0	2	3	3	3 (Service Ends at 8PM)	0
Approximate Train Frequencies		25 minutes	15-18 minutes	15-18 minutes	15-18 minutes	
*Extra event service in 4 hour blocks around sporting events (one additional car in operation)						

## **Exhibit D**

### **Operations Responsibility List**

#### **City of Seattle**

1. Cooperate with King County in development and review of Streetcar Service Plan
2. Arrange for required utility connections and service to Streetcar facilities
3. Contract for any service not assigned to King County, including capital repairs and replacement beyond normal maintenance of facilities and equipment
4. Test the facilities and equipment, conduct integrated testing, certify and commission systems
5. Select revenue passenger service date
6. Provide all special tools or test equipment needed by King County to perform its duties under the Streetcar Agreement
7. Deliver equipment maintenance requirements and drawings to King County
8. Obtain sufficient “Startup Quantity” of spare parts
9. Prepare Car and Station signage
10. Marketing of the streetcar opening

#### **King County**

1. Incorporate Streetcar Service Plan, Schedule Plan, Operations Plan, System Safety Program Plan
2. Incorporate the Seattle Streetcar into Metro’s System Security Plan
3. Comply with regulatory requirements
4. Hire and train staff
5. Comply with performance standards
6. Develop and implement operating and maintenance procedures
7. Operate and maintain the streetcar system
8. Consult with City regarding Revenue Passenger Service
9. Assist with operational testing
10. Develop Emergency Response Plan
11. Develop All Hazards Response Plan
12. Conduct emergency preparedness drills
13. Prepare train schedules, operator runs and car assignments
14. Prepare “Bus Bridge” plan
15. Provide Non-Revenue Vehicles
16. Arrange Lost and Found handling
17. Develop media relations procedures
18. Collect and report ridership and performance data

**Exhibit E**

**Maintenance Responsibilities List**

**City of Seattle**

1. Utility Connections
2. Pavement
3. Traffic signals
4. Train Signal Aspects
5. Traffic signs
6. Pavement markings
7. Station landscaping
8. Artwork
9. Lighting
10. Shelters and furnishings
11. Information and advertisement posters
12. Poles – joint use with Traffic Signals
13. First Hill Streetcar Maintenance Facility Track Drains
14. Passenger Platform and Furnishings

**King County**

1. Rail Vehicle maintenance
2. Wheel Truing
3. TWC & Train Signal Control
4. Radios
5. Cranes
6. Phones and Networks
7. Track
8. Overhead Contact System
9. Streetcar/Trolley Bus Crossings
10. Poles – strain poles (including joint use trolley bus/streetcar)
11. Span Wires
12. Substations, including Maintenance Facility substation
13. Real-Time Arrival Signs (Electrical troubleshooting; Vendor's service contract)
14. Automated Passenger Counting (Vendor's service contract)
15. Non-revenue vehicle maintenance

**Exhibit E First Hill Streetcar Crossover Spare Parts**

**Maintenance**

Item	Name	Quantity
1	E1944-01 Rev 0 U/M EA CONNECTOR, OVAL COPPER TUBE	131
2	D2991-01 Rev 0 U/M EA TUBE SPLICE	50
3	C0288-03 Rev 0 U/M EA GLIDER, 1 WIRE SCREWED	6
4	C0288-01 Rev 0 U/M EA GLIDER, 1 WIRE PRESSED	21
5	D3505-07 Rev 0 U/M EA SPLIT CHANNEL, COMPLETE	4
6	D0806-01 Rev 0 U/M EA TRANSITION PIECE, FLAT TUBE	21
7	E0143-01 Rev 00 U/M EA COPPER TUBE, OVAL, 15.75 FEET LONG (4.8M)	29
8	E0274-01 Rev 0 U/M EA FLAT PROFILE COPPER, DRAWN BAR @ 4.80m LENGTH	10
9	D0804-01 Rev 00 U/M EA COLLAR, CONNECTION ASSEMBLY, COMPLETE	268
10	B0796-04 Rev 00 U/M EA TRANSITION CLAMP	68
11	D0132-01 Rev 00 U/M EA INSULATION ROD	79
12	D1605-01 Rev 0 U/M EA INSULATION ROD CONNECTOR	41
13	D3139-01 Rev 0 U/M EA INSULATED RUNNER	6
14	E0225-01 Rev 0 U/M EA CONNECTION PIVOT FOR INSULATOR	150

15	C1091-01 Rev 0 U/M EA CROSSING PIECE, ADJUSTABLE 45 DEGREE-90 DEGREE	24
16	C1493-01 Rev 0 U/M EA RUNNER	42
17	300020 Rev 0 U/M MINSULATION TUBE, SLITTED	30
18	352672 Rev 0 U/M M SEAL CORD, SCAPA, DIA=3MM	30
19	300908 Rev 0 U/M RL INSULATING TAPE, 25MM	10
20	E2972-01 Rev 0 U/M EA SEAL CORD, INSULATION CORD, INSULATING TAPE, STRIPCALK SET	6
21	C1670-01 LINE INSULATOR TUPE 1 P- 42	4
22	D 2174-01 INSULATED SUPPORT FOR RUBBER TUBE INSTALLATION P-63	1
23	E 0928-01 SHACKLE FOR LOOP INSULATOR P-72	10

<b>Exhibit E First Hill Streetcar Crossover Spare Parts K&amp;M Emergency Repair Parts</b>		
Item	Name	Quantity
1	B1083-01 Rev 0 U/M EA SUPPORT YOKE FOR CROSSING, NON-BRIDGI	8
2	E1944-01 Rev 0 U/M EA CONNECTOR, OVAL COPPER TUBE	32
3	D2991-01 Rev 0 U/M EA TUBE SPLICE	4
4	D0449-02 Rev 0 U/M EA TUBE SUSPENSION, L=200	8
5	D0449-01 Rev 00 U/M EA SUSPENSION W/ SHORT BANDS	14
6	C0288-01 Rev 0 U/M EA GLIDER, 1 WIRE PRESSED	6
7	D3505-07 Rev 0 U/M EA SPLIT CHANNEL, COMPLETE	4
8	E2972-01 Rev 0 U/M EA SEAL CORD, INSULATION CORD, INSULAT TAPE, STRIPCALK SET	8
9	300908 Rev 0 U/M RL INSULATING TAPE, 25MM	3
10	300940 Rev 0 U/M RL INSULATING TAPE, SELF-SEALING, B=100X30 AMORCAST	2
11	352672 Rev 0 U/M M SEAL CORD, SCAPA, DIA=3MM	16
12	300020 Rev 0 U/M M INSULATION TUBE, SLITTED	11
13	300020 Rev 0 U/M M INSULATION TUBE, SLITTED	4
14	E0143-01 Rev 00 U/M EA COPPER TUBE, OVAL, 15.75 FEET LONG (4.8M	20
15	D0798-02 Rev 00 U/M EA COPPER TUBE SUSPENSION HANGER	6
16	D0798-05 Rev 0 U/M EA SUSPENSION FLAT PROFILE, W/ 4 SCREWS L=	4
17	D1741-01 Rev 0 U/M EACOPPER PROFILE, L=1100	4
18	D1741-04 Rev 0 U/M EA COPPER PROFILE, L=3100	2
19	D0528-02 Rev 0 U/M EA SUPPORTING CLAMP FOR SWITCHES & CROS 1/2", THREADED LENGTH L =20mm	22

20	E0274-01 Rev 0 U/M EA FLAT PROFILE COPPER, DRAWN BAR @ 4.80m LENGTH	2
21	D0837-01 Rev 00 U/M EA SUSPENSION CLAMP FOR INSULATOR	8
22	D0804-01 Rev 00 U/M EA COLLAR, CONNECTION ASSEMBLY, COMPLETE	43
23	B1253-01 Rev 0 U/M EA CROSSING PIECE, ADJUSTABLE 65 DEGREE- 90 DEGREE	4
24	B0796-04 Rev 00 U/M EA TRANSITION CLAMP	12
25	D0132-01 Rev 00 U/M EA INSULATION ROD	8
26	D2174-01 Rev 00 U/M EA INSULATED SUPPORT FOR RUBBER TUBE INSULATION	14
27	D1605-01 Rev 0 U/M EA INSULATION ROD CONNECTOR	6
28	D0528-01 Rev 00 U/M EA CLAMP HOLDER FOR CONTACT WIRE	13
29	D3139-01 Rev 0 U/M EA INSULATED RUNNER	2
30	C2114-01 Rev 0 U/M EA ARC BLOWER	1
31	E0225-01 Rev 0 U/M EA CONNECTION PIVOT FOR INSULATOR	25
32	D2270-01 Rev 0 U/M EA COPPER TUBE W/ CONNECTOR	2
33	B1241-01 Rev 0 U/M EA CROSSING TROLLEYBUS, TUBE VERSION, MECHANICAL, 10 DEGREE	2
34	B1176-01 Rev 0 U/M EA SWITCH PIECE, U99, MECHANICAL	4
35	C2296-02 Rev 0 U/M EA SPREADER, LONG, COMPLETE, INSULATED, L	1
36	C2296-01 Rev 0 U/M EA SPREADER, SHORT, COMPLETE, INSULATED, L610	1
37	E3979-01 Rev 0 U/M EA ADAPTER, 1/2" TO 1/2"	10
38	C1091-01 Rev 0 U/M EA CROSSING PIECE, ADJUSTABLE 45 DEGREE-90 DEGREE	8
39	D 0446-01 FEEDER CLAMP	4
40	D 2786-01 LOOP INSULATOR CLOSED THIMBLE	10



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