

RESOLUTION NO. 1317

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR PREPARATION OF AN INTERURBAN RAIL FEASIBILITY ANALYSIS, PHASE 1, FOR A PORTION OF SOUTHERN PACIFIC RAIL LINE IN WASHINGTON COUNTY FROM WILSONVILLE TO BEAVERTON**

WHEREAS, the Mayors of Tualatin, Tigard, Sherwood, Beaverton, and Wilsonville have been meeting for many months to consider the feasibility of creating a commuter rail service; and

WHEREAS, further investigation into the merits of developing an interurban rail or commuter line merits further consideration as an additional transportation alternative;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Mayor is authorized to sign this interlocal agreement and to commit funds on behalf of the City of Wilsonville towards funding the feasibility study in an amount not to exceed \$10,000.
2. Authorize the expenditure for this contract not to exceed \$10,000 from:

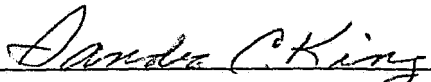
Account	Amount
360-44110-2233	\$10,000

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 19th day of August, 1996, and filed with the Wilsonville City Recorder this date.



GERALD A KRUMMEL, Mayor

ATTEST:

  
\_\_\_\_\_  
SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Krummel	Yes
Councilor Lehan	Yes
Councilor Leahy	Yes
Councilor Hawkins	Absent
Councilor MacDonald	Yes

INTERGOVERNMENTAL AGREEMENT  
FOR  
PREPARATION OF INTERURBAN RAIL FEASIBILITY ANALYSIS, PHASE 1,  
FOR PORTION OF SOUTHERN PACIFIC RAIL LINE  
IN WASHINGTON COUNTY FROM WILSONVILLE TO BEAVERTON

This Agreement is made and entered into by and between Washington County, a political subdivision of the State of Oregon, and the Cities of Beaverton, Sherwood, Tigard, Tualatin and Wilsonville, all municipal corporations of the State of Oregon.

WITNESSETH

**RECITALS**

1. The parties to this Agreement support the Portland Metropolitan Region's desire to promote feasible alternative modes of transportation to the single occupancy vehicle.
2. In support of the Region's transportation goals, the parties desire to study the feasibility of providing interurban rail service on an existing rail line between the City of Wilsonville and the Merlo Light Rail Station in the City of Beaverton in Washington County.
3. The parties believe this interurban rail line, should it prove feasible and of reasonable cost, will complement the region's existing and proposed bus and light rail mass transit system (including the Westside and South/North Light Rail Lines) by connecting areas currently not readily accessible to that system.
4. The parties agree that entering into an Agreement to share the costs of this feasibility study promotes the most cost-effective use of public resources.
5. This Agreement will define legal relationships and responsibilities among the parties conducting the interurban rail service feasibility study.

**NOW, THEREFORE,** it is agreed by and between the parties hereto as follows:

1. The feasibility study shall be separated into multiple phases. This Agreement provides funding and scope of work only for phase 1 (Ridership and Institutional Constraints Analysis) as outlined in Exhibit A. After completion of Phase 1, a decision will be reached by the Steering Committee on conducting further phases.
2. Washington County shall select, with the approval of the other parties, a consultant to conduct the study.

3. Washington County shall enter into and manage, on behalf of all the parties to this Agreement, the consultant contract for the feasibility study.
4. Each City shall provide a staff contact to assist the County's project manager during the study and in reviewing the consultant's report.
5. A Steering Committee to provide guidance and oversight during the course of the study shall be made up of the Mayor of each City and one County Commissioner. The Steering Committee shall receive the final report from the consultant and shall determine whether and when to proceed with additional study phases. Other agencies (such as Tri-Met, Metro, and ODOT) may be made parties to this Agreement with the approval of the Steering Committee.
6. The cost of phase 1 of the study is \$37,570. The cost shall be shared equally among all parties to this Agreement. Within 30 days of the date the County enters into a contract with the selected consultant, each party shall remit to County the amount of its contribution. The contribution of each party is shown in Exhibit B.
7. In the event a monetary donation is obtained from a private source, the cost of the study to all the parties shall be reduced equally. Upon receipt of any additional contribution to the study, the County shall recalculate the required contribution of each of the original signatories and refund the difference, if any, to them within 30 days.
8. Should the Steering Committee decide to proceed with additional phases of this study, this Agreement shall be amended, or a new Agreement may be developed.

#### GENERAL PROVISIONS

1. The term of this Agreement shall be one year from the date of execution of all parties.
2. This Agreement may be cancelled upon mutual consent of all parties. Should the study be cancelled or terminated for any reason beyond the control of the parties, the parties shall in good faith agree to pay their share of the cost incurred to the time of the cancellation or termination.
3. If any jurisdiction needs to withdraw from the study before it has been completed, it shall pay its share of costs incurred up to the date it notifies the County project manager in writing. The remaining share of the City's obligation shall be spread equally among the remaining parties. The county shall issue refund checks or a corrected invoice to the cities, as necessary.

- 4. This feasibility study is purely preliminary and further studies must be completed before any final land use decisions may be made relating to interurban rail travel. The parties individually shall make any and all decisions in connection with the study which concern the application of statewide or regional land use goals or the parties' own comprehensive land use plans and land use regulations.
- 5. Each party agrees to indemnify and hold the other parties harmless, to include their respective officers, employees, agents and representatives from and against all claims, demands and causes of action or suits of any kind arising out of their own acts or omissions under this agreement, within the maximum liability limits under the Oregon Tort Claims Act.
- 6. Each party shall enter into and execute this agreement during a duly authorized session of its Board or Council.
- 7. If the Steering Committee agrees to add other agencies or organizations to this Agreement, the new members shall be added to the end of the list of existing signatures and this Intergovernmental Agreement need not be resigned by the original parties. If an added party shares in the cost of the phase 1 study, the contribution of all the other parties will be recalculated according to the cost share formula agreed upon by the Steering Committee and refunds, as necessary, shall be made by the County.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

WASHINGTON COUNTY, by and through its Board of Commissioners

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Chair

CITY OF BEAVERTON, by and through its City Council.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mayor

CITY OF SHERWOOD, by and through its City Council.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mayor

CITY OF TIGARD, by and through its City Council.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mayor

CITY OF TUALATIN, by and through its City Council.

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mayor

CITY OF WILSONVILLE, by and through its City Council.

\_\_\_\_\_  
Date

By *Michael Brown*  
Mayor

**EXHIBIT A: Scope of Work****Inter-Urban Rail Feasibility Study  
Phase 1**

The Phase 1 Scope of Work will focus on ridership estimates (for regular service), legal issues for both the demonstration as well as regular service phases of the project and a brief understanding of physical characteristics of the proposed route. The intent of the Phase 1 effort is to ascertain at a very early stage if there is a potential from a ridership standpoint for commuter rail service along this corridor and if any fatal flaws exist from a legal point of view.

**P1-1.0 Project Management**

## 1.1 Project Administration

## 1.2 Attend up to two meetings with committee.

**Products:** Provide Monthly Progress Reports, Quality Control of Project.

**P1-2.0 Physical Facilities Requirements:**

## 2.1 Trackway Facilities

- 2.1.1 Conduct a brief assessment of track conditions and speed limitations along the proposed corridor for use in the ridership analysis. Identify assumptions relative to temporary maintenance of vehicles during a demonstration program.

**Product:** Technical memo describing existing track conditions.

## 2.2 Stations:

Confirm preliminary station locations and characteristics for use during the ridership analysis currently assumed to be:

- ▶ Wilsonville
- ▶ Tualatin
- ▶ Tigard Transit Center
- ▶ Washington Square
- ▶ Central Beaverton
- ▶ Merlo/Murray West LRT Station (opens 9/98).

**Product:** Conceptual list of stations and characteristics for the ridership analysis.

**EXHIBIT A: Scope of Work****Inter-Urban Rail Feasibility Study  
Phase 1**

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**P1-3.0 Ridership Estimates**

- 3.1 Develop conceptual operating plan for use during the ridership analysis. This includes a list of assumptions regarding travel time, hours of operation, limitations imposed by freight operations, frequency of service, and fares.

Consultant will assume existing transit service plus Westside Light Rail, with some opportunity to enhance transit interfaces with the inter-urban rail line. A document listing operating plan assumptions will be provided for review and approval by the Steering Committee.

- 3.2 Definition of market segment or user groups
- ▶ Commuters
  - ▶ Other Business Related
  - ▶ Residents
  - ▶ Tourist use.

Include up to four meetings with key user groups and involved agencies (i.e. Businesses, Washington Square, Tri-Met, Metro). It is assumed that Washington County would facilitate necessary meetings during a two day period.

- 3.3 Identify rail propensity factors
- ▶ Trip origin/destination patterns
  - ▶ Accessibility
  - ▶ Travel Time
  - ▶ Cost
  - ▶ Availability of alternative transportation modes.

- 3.4 Estimation of inter-urban rail mode shares
- ▶ Total ridership (single horizon year)
  - ▶ Boardings by station
  - ▶ Sensitivity to station location and service frequency.

**Products:** Memorandum listing operating plan assumptions.  
Technical memorandum describing anticipated ridership in a single agreed horizon year for the inter-urban rail line and methodology of development.



**EXHIBIT A: Scope of Work****Inter-Urban Rail Feasibility Study  
Phase 1**

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**P1-4.0 Legal Issues**

- 4.1 Review of current ownership, lease arrangements and trackage rights. Make initial contact with current owner of rail corridor.
- 4.2 Perform review of legal issues involved in operation
- ▶ Liability insurance
  - ▶ Identify appropriate operator alternatives
  - ▶ FRA Compatibility Issues.

**Product:** A technical memo outlining issues regarding use of the railroad right of way, FRA compatibility, and legal considerations.

**P1-5.0 Findings and Recommendations for Phase 1**

The products from the above tasks will be compiled into <sup>an</sup> interim report which will be submitted to the Steering Committee for their review and comment. Based on the results of the Phase 1 study, the Steering Committee will also determine if subsequent phases of the commuter rail study should be initiated.

EXHIBIT B

ANTICIPATED FINANCIAL CONTRIBUTION OF EACH PARTY TO THIS AGREEMENT

Washington County	\$6,261.67
City of Beaverton	\$6,261.67
City of Sherwood	\$6,261.67
City of Tigard	\$6,261.67
City of Tualatin	\$6,261.67
City of Wilsonville	\$6,261.67