

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact:	CBO Contact:
Seattle Dept of Transportation	Bill LaBorde	Christie Parker

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Downtown Seattle Transit Tunnel; authorizing execution of a Downtown Seattle Transit Tunnel Transfer and Conveyance Agreement on behalf of The City of Seattle with the Central Puget Sound Regional Transit Authority (“Sound Transit”) and King County; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

Metro, since merged with King County, completed the 1.3-mile Downtown Seattle Transit Tunnel (“DSTT” or “the tunnel”), a subterranean tunnel couplet designed to accommodate more efficient bus operations through Downtown with a goal of eventually serving a regional rail transit system that was still very much in the early planning stages. In 1996, regional voters established the Central Puget Sound Transit Authority (“Sound Transit”) and, in 2009, Sound Transit commenced light rail service in the tunnel. Until 2019, the tunnel was jointly used by King County buses, Sound Transit buses and Sound Transit light rail. In March 2019, all bus operations in the tunnel ceased after King County sold its Convention Place Station property, the northern terminus for buses entering and exiting the tunnel, to the Washington State Convention Center for use as the site of a new convention center addition project.

With the DSTT now exclusively serving light rail, King County’s Metro Transit department and Sound Transit successfully negotiated an agreement to transfer ownership of the tunnel and which incorporated the following related agreements: DSTT Tunnel Assets Transfer and Conveyance Agreement between King County, Sound Transit and the City of Seattle; Quitclaim Deed; and a Metro Facilities Agreement addressing retained and potential future Metro transit department assets located in the tunnel (see Summary Attachment 1). While King County and Sound Transit are the only parties to the other agreements, the City of Seattle is a party to the DSTT Transfer and Conveyance Agreement (“Conveyance Agreement”), attached as Exhibit D to the Downtown Seattle Transit Tunnel Transfer Agreement, and to this Council Bill as Attachment 1. Both the King County Council and the Sound Transit Board have approved authorizing actions, leaving only the City of Seattle to execute the Conveyance Agreement.

With regard to the City, the Conveyance Agreement 1) terminates the 1985 Master Cooperation Agreement between the City and Metro authorized by City Ordinance 119975 in which the City granted Metro the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes; 2) terminates the Joint Operating Agreement between the City, King County and Sound Transit regarding Design, Construction, Operation

and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the July 2000 Transit Way Agreement authorized by City Ordinance 119975; 3) incorporates the DSTT transfer from Metro to Sound Transit in the Transit Way Agreement via a filing with the City Clerk; and 4) as of the closing date, acknowledges Sound Transit's ownership of the DSTT and King County's ownership of retained assets in City right-of-way as detailed in both the Conveyance and King County-Sound Transit Transfer agreements.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No. The Conveyance Agreement is important to King County and Sound Transit with regard to the City's recognition of the transfer and is especially important to King County in removing any question of ongoing liability for the DSTT by King County.

Are there financial costs or other impacts of *not* implementing the legislation?

Not directly. While the Conveyance Agreement terminates two agreements to which the City has been party - the 1985 Master Cooperation Agreement and the 2002 Joint Operating Agreement - neither agreement is creating any ongoing costs for SDOT or other departments. While responsibility for maintaining the tunnel will shift from Metro to Sound Transit, the Conveyance Agreement does not alter the structure's presence within City of Seattle right-of-way.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
No
- b. Is a public hearing required for this legislation?
No
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No

d. Does this legislation affect a piece of property?

The related agreements will shift ownership of the DSTT from King County to Sound Transit.

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

Since people of color tend to be more reliant on transit, there may be some RSJI benefit in shifting ownership of the DSTT to Sound Transit, which is now the sole transit operator within the tunnel.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

No. The tunnel will continue to serve light rail transit through the downtown core.

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

No

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

N/A

Summary Attachments:

Summary Attachment 1 – King Co-Sound Transit DSTT Transfer Agreement