

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 99 BACKGROUND AND COMMENTS

Meeting:	Date:	Agenda Item:	Staff Contact:	Phone:
Executive Committee	10/17/97	No. 5	Agnes Govern, Regional Bus/HOV	206-684-1673
Board of Directors	10/23/97	TBD	Access Director	

ACTION:

Board approval of Resolution No. 99, authorizing the execution of a Memorandum of Understanding with the Washington State Department of Transportation establishing a cooperative relationship for the construction, ownership, and operation of high capacity transportation facilities.

BACKGROUND:

Constructing and operating the improvements contained in *Sound Move* require cooperation and coordination with other service providers in the region. WSDOT is a major service provider that owns and operates highways and ferries in the region and operates intercity passenger rail through the region. This agreement establishes an ongoing relationship that allows RTA and WSDOT to cooperate on project development and undertake appropriate joint construction. It also states intent to contract with WSDOT for technical services in connection with projects and programs.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- Adoption of System Plan (May 31, 1996)
- Adoption of Implementation Guide (May 22, 1997)
- Adoption of First Moves (May 22, 1997)
- Adoption of M/W/DBE Policies (May 22, 1997)

KEY FEATURES:

- Authorizes the Executive Director to execute a Memorandum of Understanding with WSDOT pertaining to the relationship of WSDOT and RTA in general.
- Establishes an umbrella understanding within which individual project-level agreements can be negotiated consistently and expeditiously.
- Authorizes the Executive Director or his/her designee to make changes to the Memorandum of Understanding with significant changes only at the direction of the Board.
- Provides for RTA to reimburse WSDOT for program management activities related to HOV Access and Community Connections programs.

FUNDING:

Coordination activities would be funded by the respective agencies. RTA participation in joint projects would be funded in accordance with relative benefit and undertaken after financial analyses of specific projects. Contract agreements with WSDOT for professional technical services would be on a business relationship and be charged to budgets of specific projects being assisted.

ALTERNATIVES:

The interagency coordination activities outlined by these principles cannot be accomplished through another contractor. The professional technical services to be provided through future contract agreements may come from other consultants or partially provided by WSDOT through subcontracts with consultants, depending on schedule, workload, and efficiency.

FUTURE ACTIONS EXPECTED:

A series of Project Agreements will be negotiated between WSDOT and RTA which deal with specific project development and funding. These agreements will be executed consistent with normal delegated authority for both agencies depending on contract amounts. These agreements would be signed by the appropriate official at WSDOT and the RTA Executive Director in compliance with pertinent Board policy on delegation of authority in effect at the date of execution.

CONSEQUENCES OF DELAY:

RTA and WSDOT have begun to form the cooperative relationship described in these principles, as well as, discuss specific contractual services. One such contract is already in force dealing with aerial photography for the light rail program. This beginning would be enhanced by official action supporting an on-going, cooperative relationship.

**REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 99**

A RESOLUTION of the Board of the Regional Transit Authority for Pierce, King, and Snohomish Counties region authorizing the execution of a Memorandum of Understanding with Washington State Department of Transportation (WSDOT) establishing a cooperative relationship for the construction, ownership, and operation of high capacity transportation capital facilities.

WHEREAS, the Regional Transit Authority is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes high-capacity transportation capital improvements that will be integrated with WSDOT systems;

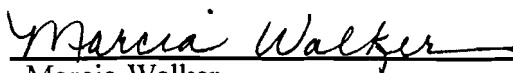
NOW THEREFORE, BE IT RESOLVED by the Board of the Regional Transit Authority, that the Executive Director of the RTA is hereby authorized to execute a Memorandum of Understanding with WSDOT, essentially in the form of the Attachment, establishing a cooperative process for the construction, ownership, and operation of high capacity capital facilities and providing the basis for future contract agreements covering specific programs and projects.

ADOPTED by the Board of the Regional Transit Authority for Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 23 day of October, 1997.



Bob Drewel
Board Chair

ATTEST:



Marcia Walker
Board Administrator

ATTACHMENT
MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP WITH THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

THIS Memorandum of Understanding is made this ____ day of _____, 1997, between the Regional Transit Authority (hereinafter referred to as RTA) and the Washington State Department of Transportation (hereinafter referred to as WSDOT).

1. RECITALS

WHEREAS, RTA is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112.

WHEREAS, WSDOT is a department of state government with all powers, duties, and functions to coordinate transportation modes and to develop and maintain a statewide transportation system meeting the needs of the State of Washington as provided in RCW chs. 47.01.

WHEREAS, WSDOT owns and operates an extensive system of high occupancy vehicle lanes, park and ride lots, and access ramps serving transit and carpools.

WHEREAS, WSDOT owns and operates state highways within corridors that will be served by RTA's light rail program.

WHEREAS, WSDOT operates intercity rail passenger service and the state ferry system.

WHEREAS, WSDOT owns and manages numerous road rights-of-way that may connect to or serve RTA's light rail system.

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes three new types of regional transportation that will be integrated with other transit systems and use a single, regional fare structure. The new facilities and services include:

- **Light Rail**—25-miles of new track with 24 stations in three segments: downtown Seattle north to the University District and potentially to Northgate; downtown Seattle south through Southeast Seattle and Tukwila to SeaTac; and downtown Tacoma to the Tacoma Dome Intermodal Station.
- **Commuter Rail**—passenger service primarily on 81-miles of existing train tracks stretching the north/south length of the district between Everett, Seattle, Tacoma, and Lakewood; includes building/improving 14 stations,

constructing and improving track and other rail infrastructure, and upgrading a signal control system.

- **Regional Express Bus/HOV Systems**—20 new regional bus routes operating predominately on the state’s high-occupancy-vehicle lanes; includes building special HOV access ramps to the freeway HOV-lane network and numerous transit facilities such as transit centers and park and ride lots.

WHEREAS, constructing and operating these improvements is an exceedingly complex task, requiring maximum cooperation between RTA and WSDOT.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows.

2. PURPOSE

The purpose of this Memorandum of Understanding is to establish working principles by and between RTA and WSDOT to facilitate the design, construction, and operation of capital projects listed in *Sound Move*; coordinate public transportation service provided by each agency; and provide for future agreements dealing with specific programs or projects related to *Sound Move*.

3. GOALS

The goal of the principles is as follows:

- Describe the general relationship between WSDOT and RTA which pertains to all RTA programs.
- Commit to expedited processes for designing and constructing projects and integrating programs.
- Provide attachments pertaining to the relationship between WSDOT and individual RTA lines of business.
- Declare intent to execute future agreements for specific programs and projects.

4. PRINCIPLES

- A. *Sound Move* investments are first and foremost to improve access, speed, and reliability of public transit in the Central Puget Sound Region.
- B. The projects and services implemented for *Sound Move* will be of high quality, consistent with approved financial plans, and open for service on schedule.

- C. It is acknowledged that both the RTA and WSDOT are committed to high-quality transportation services and the long-term interests of the citizens of Central Puget Sound. The programs of WSDOT, other transit operators, and RTA will be integrated to the maximum extent possible within the timing and funding of Sound Move. Responsibility for liabilities and risks will be addressed with specific project agreements.
- D. WSDOT and RTA will coordinate respective capital programs to take advantage of opportunities to reduce cost and increase benefit. Allocation arrangements will be negotiated within individual agreements between relevant entities to ensure that the cost of joint projects is assigned on a proportional basis.
- E. WSDOT and RTA will work together to pursue additional grants or other funds where value can be added to specific capital projects or where added projects can add significant benefits to transit speed and reliability.
- F. Construction schedules will be coordinated and managed such that disruption to the public and construction contracting community is kept at acceptable levels.
- G. Recognizing the above principles and the complexities of the tasks involved in them, RTA and WSDOT will expedite processes, including but not necessarily limited to:
- Identify qualified representatives and authorize them to form teams for programs or projects to ensure timeliness and effectiveness.
 - Organize functions to ensure good communication between team representatives and between teams and the respective organizations.
 - Provide executive oversight and direction to the assigned teams to ensure the performance of assigned missions.
 - RTA will pay the direct cost of environmental documentation, design, and construction of *Sound Move* projects and services and reimburse WSDOT for performing specific management tasks arranged through written agreements with RTA Program Managers. RTA and WSDOT assure that the respective organizations will expedite the reviews and approvals related to this Memorandum of Understanding.
 - Processes will be evaluated on an on-going basis to minimize time required to design and construct projects, and if the risk is acceptable to both, run processes in parallel instead of sequentially.
 - To the extent reasonable, combine related projects for community involvement, environmental documentation, and preliminary engineering.
- H. RTA will perform the lead role on community involvement and provide public information and involvement roles for WSDOT and local jurisdictions -- appropriate to the mode and geographic scope of the specific project.

- I. It is acknowledged that issues will arise during the course of implementing *Sound Move* and that the differing missions of WSDOT and RTA may lead to conflict concerning the resolution of those issues. As those occasions arise, it is pledged that issues of conflict will be referred to the appropriate resolution process to reach agreement expeditiously and at the lowest level of hierarchy. The spirit of these discussions will ensure rapid resolution, maximum cooperation, respect for financial responsibilities, and high integrity of individuals and organizational missions.

5. FUTURE UNDERSTANDINGS AND AGREEMENTS

This Memorandum of Understanding is intended to provide the principles that describe the relationship between WSDOT and RTA. It is further understood that as the relationship develops, it may be appropriate to add to the principles or modify those stated herein. In addition, more specificity will be needed to guide the relationship for particular programs or projects. Therefore, three tiers of understandings and agreements have been identified that will describe the relationship comprehensively:

A. Tier I: General Understanding

Contained herein, this Memorandum of Understanding describes the general relationship between WSDOT and RTA, and as an umbrella format, describes the intended approach to be taken for all programs. This Memorandum of Understanding will be reviewed regularly and proposed for revision as necessary.

B. Tier 2: Program Understandings

The attached exhibits to this Memorandum of Understanding describe relationships with each of the RTA modes (also referred to as lines of business) – Regional Express/HOV (Exhibit A), Sounder/Commuter Rail (Exhibit B), and Link/Electric Rail (Exhibit C). Each RTA program is somewhat different, requiring specific arrangements between WSDOT and RTA.

C. Tier 3: Project Agreements

Sound Move improvements will be implemented in groupings. Projects will be developed over the 10-year implementation of *Sound Move* by phases such as Preliminary Engineering, Final Design, Right-of-Way Acquisition, and Construction. During each phase it will become necessary for RTA to develop Memoranda of Agreement with WSDOT. These Memoranda of Agreement will be for specific projects or groupings of projects, where specific services and financial commitments will be defined including project scope, schedule, and budget. In HOV Access or certain Community Connections projects, WSDOT will provide technical services and joint management for specific projects including development of preliminary engineering and final design, right-of-way acquisition, contract award, and construction management at the cost of RTA. These agreements may further include joint project development and cost sharing.

Technical professional services may be purchased by the different RTA lines of business from WSDOT. In these cases, the normal delegation of contracting authority will be used to approve contracts of varying cost and complexity. Services of this nature may include such things as surveying, mapping, traffic analysis, materials testing, and foundation testing.

6. FUNDING

Coordination activities in the development and implementation of *Sound Move* will be funded by the respective agencies. RTA will reimburse WSDOT for specific technical, permitting, and management activities arranged for under agreements pertaining to specific RTA programs and projects. Contract agreements with WSDOT for professional technical services will be charged to the budgets of specific projects being developed or service performed.

Joint projects will be funded in accordance with relative benefit and undertaken after financial analyses of specific project benefits.

7. AMENDMENTS

This Memorandum of Understanding and its exhibits may be amended at any time by mutual agreement of the parties, provided that said amendments must be approved and signed by the RTA Executive Director or his/her designee and the Deputy Secretary of Transportation for The Washington Department of Transportation, and provided further that any amendment in their judgment constitutes a material change to this Memorandum of Understanding must be approved by the RTA Board of Directors.

8. DISPUTE RESOLUTION

WSDOT and RTA will work collaboratively to resolve disagreements arising from activities performed under this Memorandum of Understanding. Disagreements will be resolved promptly and at the lowest level of hierarchy. The following is a guide intended to resolve the maximum number of issues at the lowest organizational level:

- A. The RTA Program Managers and the WSDOT Public Transportation and Rail Engineer shall use their best efforts to resolve disputes and issues arising out of or related to the tasks and services covered by this Memorandum of Understanding. The Program Managers and the WSDOT Public Transportation and Rail Engineer will jointly cooperate in providing staff support to facilitate the performance of this Memorandum of Understanding and the resolution of any issues or disputes arising during the term of the Memorandum of Understanding.
- B. Each Program Manager or Public Transportation and Rail Engineer shall notify the other in writing of any problem or dispute that they believe should be resolved. The dispute parties shall meet within three (3) business days of receiving the written notice to attempt to resolve the dispute.

- C. In the event the dispute parties cannot resolve the dispute, the appropriate RTA Department Director and the appropriate WSDOT Executive Manager will meet and engage in good faith negotiations to resolve the dispute.
- D. In the event that the RTA Department Director and the WSDOT Executive Manager cannot resolve the dispute, the RTA Executive Director and the WSDOT Deputy Secretary of Transportation shall meet and engage in good faith negotiations to resolve the dispute.
- E. RTA and WSDOT agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

9. INDEMNIFICATION

Appropriate, reasonable, indemnification agreements shall be negotiated in good faith for each project agreement.

10. TERMINATION

This Memorandum of Understanding may be terminated upon the mutual consent of the parties.

11. ENDORSEMENT

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms and conditions of this Memorandum of Understanding as of the date first written above.

For Washington State Department of
Transportation

For Regional Transit Authority

Name

Name

Deputy Secretary of Transportation

Title

ATTEST:

ATTEST:

Name

Name

Title

Title

EXHIBIT A
MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP WITH
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
REGARDING REGIONAL EXPRESS/HOV PROGRAM

1. PURPOSE OF REGIONAL EXPRESS/HOV PROGRAM UNDERSTANDING

The purpose of this Program Understanding is to describe the intent for a working relationship between the RTA and WSDOT for the elements of *Sound Move* included under the Regional Express/HOV Program. This includes implementation and operations of the HOV expressway, regional express buses, community connections, and park and ride lots on or adjacent to WSDOT right-of-way.

- Identify projects and declare intent to cooperatively undertake design and construction of HOV Access and Community Connections facilities within WSDOT rights-of-way.
- State principles applicable to cost sharing and integration of WSDOT and RTA programs.
- Describe the project development process and define roles.
- State intent to negotiate future agreements dealing with specific phases and projects.

2. GOALS

The goal of the principles is as follows:

- Develop the approach between WSDOT and RTA on Central Puget Sound High-Occupancy Vehicles system operations and how commitments will be developed regarding operations.
- Formalize the list of HOV Access and Community Connections projects that WSDOT and RTA are hereby undertaking.
- Establish the relationship between WSDOT and RTA that will direct project development and construction.
- Direct how costs will be borne.
- Describe project development phasing.
- State intent to develop project agreements for initial phase.

- Declare intent to review and amend project agreements and to enter into additional project agreements for future phases.

3. PRINCIPLES

A. General Principles

- The HOV Expressway in *Sound Move* will be developed through a partnership between the RTA and WSDOT.
- The RTA Board views completion of the State’s freeway HOV lane “core system” in the Puget Sound region as an important priority. The RTA assumes that the State will complete construction of the core HOV system in accordance with its freeway HOV policies.
- The RTA will be making significant investments into the State High-Occupancy vehicle system and has an on-going interest in how the system functions. Before committing RTA funds for HOV projects, the RTA Board must be satisfied that the HOV system will be managed in a way that maintains adequate speed and reliability for transit over the normal useful life of the system.
- Through the process outlined in the State Transportation Commission Statewide Freeway HOV policy, the RTA will negotiate an agreement with WSDOT and Puget Sound Regional Council to specify mutually acceptable speed and reliability standards and how those standards will be monitored and maintained.

B. Cost and Ownership

- RTA will finance the direct cost of design, right-of-way acquisition, and construction of HOV Access projects and Community Connection projects from Sound Move within WSDOT right-of-way and convey title to WSDOT as each project is completed. Direct costs will include salary for state personnel, proportional management, overhead, and contracted services to deliver complete capital projects.
- Design standards approved by WSDOT applicable to these facilities will be used to ensure compatibility and consistency with existing facilities and operations practices. Deviations to design standards will be subject to approval of WSDOT and, as applicable, subject to approval of the Federal Highway Administration.

- WSDOT will accept HOV Access improvements and title on State Routes and upon their completion, maintain and operate them consistent with the laws, procedures, and policies applicable to the balance of the HOV system and state highway system. WSDOT will maintain the facilities hereby conveyed in accord with their intended function for a normal useful life (normally twenty years for roadways) and obtain RTA formal approval if it becomes necessary to move or otherwise change the function of an RTA-funded facility. Operations and maintenance of transit amenities such as passenger shelters, lighting, and signage will be the responsibility of transit operators and addressed in interlocal agreements between RTA and the local transit operator prior to conveyance of the HOV Access project to WSDOT.
- WSDOT will accept park and ride facilities upon their completion where the state is owner of existing property. Maintenance and operations responsibilities will be determined between WSDOT, RTA, and local transit agencies. For expansions or addition of RTA service to existing lots, prior agreements with other transit agencies exist for maintenance and operations which will need to be amended.
- Land acquired as right-of-way for HOV Access and Community Connection projects, but found to be surplus to RTA's immediate needs, will be sold by RTA. WSDOT will be given the opportunity to purchase surplus land prior to RTA marketing to other parties.
- RTA and WSDOT will regularly survey opportunities for joint investment during each HOV Access and Community Connections project development and seek grants or resources to jointly implement related improvements that save money or increase benefit without compromising project schedules. RTA and WSDOT support program integration that can be accomplished with budgeted resources or with resources that have high probability of being available at the end of the project development stage.
- Specific joint development projects will require a cost allocation formula between RTA, WSDOT, and other parties to the joint project where the cost for project development and construction is assigned to the parties. If, at the time project development is commenced, part of the money to construct the facilities has not been committed, project development will include an option which can be built with available funds.
- If it becomes necessary for one of the parties to a joint project to add time to incorporate new information into the process or delay a project to allow for adding to the scope of construction, the party seeking the delay may be responsible for the cost of re-work and inflation impacts due to the delay.

- While RTA's specific charge is to improve speed and reliability for public transportation, some retrofitting of existing state facilities may be necessary to ensure system integrity and safety. It is agreed that both parties will endeavor to keep the project scope limited to available funds and limit retrofitting to those items that are necessary for safety and integrity. To achieve these ends, both parties will seek Federal Highway Administration concurrence in this strategy.

If WSDOT deems that, in the vicinity of an RTA-funded project, an upgrade is necessary, that upgrade should be defined and priced for allocation of cost in pro-rata shares. RTA may be requested to deposit its share into a fund that requires expenditure by November 1, 2006.

- RTA will reimburse WSDOT for the direct cost of performing management activities for the HOV Access and Community Connections program on a monthly basis and based upon appropriate invoices and documentation.

C. Phasing and Sharing Responsibility

- An Initial Implementation Phase will be jointly identified by RTA and WSDOT by grouping HOV, Park and Ride facilities, and Community Connections into related groups of projects for the purposes of community involvement and environmental documentation. The critical paths for projects will be considered to determine which groupings need to be initiated immediately. The implementation schedule for RTA Regional Bus Service will be given considerable weight in determining the priority order.
- Specific project level agreements will be developed for this Initial Implementation Phase that describes details particular to the projects in that grouping of projects including:

RTA will take the lead on community involvement and provide public information and involvement roles for WSDOT and the local government jurisdiction(s) appropriate to the geography of the projects within the groupings.

Clear decision-making models will be agreed to for each project identifying roles of the RTA Board, RTA staff, WSDOT, federal agencies, local jurisdictions, resource agencies, stakeholders, and the public.

RTA and WSDOT will share the responsibility for environmental processes. The environmental process will include an evaluation of Transportation System Management options that may be of equivalent benefit to transit speed and reliability and cost less than the HOV Access projects from *Sound Move*. Consideration will be given to how the Growth

Management Act, concurrency laws, and policies apply to HOV access projects.

RTA will involve private consultants, transit operators, or local jurisdictions and assign them to environmental documentation for the projects within geographic groupings of projects. Environmental evaluations will be tailored for each project grouping to give due consideration to previous analysis; current local, state, and federal policies; and the fact that voters have approved taxes supporting the RTA transit programs.

RTA will retain private consultants for preliminary engineering for projects within the groupings that are not within WSDOT right of way.

Professional services to support the environmental consultant(s) and to complete design and construction will be supplied through contract by WSDOT at RTA's cost, consistent with project agreements and RTA's procurement policies. WSDOT may elect to subcontract part or all of the tasks to private consultants, in which case RTA would reimburse WSDOT for payments to subcontractors along with appropriate management costs. WSDOT subcontracts would be subject to RTA's M/W/DBE contracting provisions.

Specific project management information system needs will be identified by RTA at the beginning of each project. Progress reporting procedures as to schedule, budget, scope, and outstanding issues will be utilized and integrated to the extent possible for RTA and WSDOT management information systems for project control.

- As workload allows and as the overall schedule requires, additional projects will be grouped for another phase. Project agreements will be negotiated for the new phase, which build upon the knowledge gained during the first phase. The division of responsibility between the parties and the degree of subcontracting for subsequent phases will depend upon schedule, funding, workload, and efficiency.

4. INTENT

It is the intent of the RTA and WSDOT that the principles of the Program Understanding for Regional Express/HOV apply to the following projects from *Sound Move*:

Sub-Program	Implementation Guide Interval
HOV Access	
I-5 @ Ash Way	2001-2003
I-5 @ Lynnwood Park & Ride	2001-2003
I-5 @ 112 th (Silver Lake)	2001-2003

I-5 @ 320 th (Federal Way)	2004-2006
I-5 @ 272 nd (Federal Way)	2004-2006
I-90 @ Eastgate Park & Ride	2004-2006
I-90 @ Sunset Interchange	2001-2003
I-90 Center Roadway @ Mercer Island	1998-2000
I-405 @ Southcenter (Tukwila)	2004-2006
I-405 @ Kirkland	2001-2003
I-405 @ Bellevue	2001-2003
I-405 @ Park Avenue (Renton)	2004-2006
I-405 @ Talbot Road (Renton)	2004-2006
SR-525 @ 164 th (Swamp Creek)	1998-2000
Community Connections	
Swamp Creek Park and Ride	1998-2000
Mountlake Terrace Flyer Stop	2001-2003
Lynnwood Park and Ride Lot Enhancements	1998-2000
112 th St. Park and Ride/Flyer Stop (Silver Lake)	2001-2003
Star Lake or other (Federal Way) Park and Ride	2004-2006
Federal Way other Park and Ride Enhancements	1998-2000
Bothell/Canyon Park Flyer Stop	2004-2006
I-405 @ 195 th Bothell Branch Campus Access	2004-2006
Mercer Island Stations/Park and Ride	1998-2000
I-90 Two-Way Center Roadway	1998-2000
SR-522 HOV Enhancement (Woodinville to Bothell)	2001-2003
South Hill Park and Ride	1998-2000
DuPont Park and Ride	2004-2006
SR 512 Park and Ride	1998-2000

5. FUNDING

Coordination activities would be funded by the respective agencies. RTA will fund program management activities by WSDOT related to the Regional Express program. Joint project development would be funded in accordance with relative benefit and undertaken after financial analyses of specific project benefits. Contracts with WSDOT for professional technical services would be defined in specific project agreements and be charged to the budgets of specific projects being assisted.

Program management funding will be provided for in an administrative agreement between RTA and WSDOT.

6. AMENDMENT

This Exhibit may be amended at any time by mutual agreement of the parties, provided that said amendments must be approved and signed by the Regional Transit Authority Executive Director or his/her designee and the Northwest Regional Administrator for the Washington Department of Transportation, and provided further that any amendment in their judgment constitutes a material change to this Memorandum of Understanding must be approved by the RTA Board of Directors.

EXHIBIT B
MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP WITH
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
REGARDING SOUNDER/COMMUTER RAIL PROGRAM

1. PURPOSE OF SOUNDER/COMMUTER RAIL PROGRAM UNDERSTANDING

The purpose of this Program Memorandum of Understanding is to describe the intent for a working relationship between the RTA and WSDOT for those elements of *Sound Move* included under the Sounder/Commuter Rail program. This includes implementation and operations of Trackage, Signaling, and Station area development.

2. GOALS

The goal of this Program Memorandum of Understanding is as follows:

- Provide the vehicle for RTA and WSDOT to develop a partnership and intent to develop partnerships with railroads, port districts, and other stakeholders, identifying shared facilities, cost sharing proportionally on projects and maintenance, and to define approaches to negotiation with other stakeholders.
- Develop partnerships to maximize the public benefits from the development of facilities and services along existing railroad rights-of-way between Lakewood-Tacoma-Seattle-Everett.
- Develop a cost allocation arrangement under which WSDOT and RTA, along with private railroads and other entities, share in the cost of track, signal, and common station improvements.

3. INTENT

The principles of the Program Understanding for Sounder/Commuter Rail apply to the following projects from *Sound Move*:

Everett to Seattle (track and facilities)
Everett Multimodal
Mukilteo Station
Edmonds Station
Seattle to Tacoma (track and facilities)
King Street Station
Tacoma to Lakewood (track and facilities)
Tacoma Station

The listed projects are where joint operations may exist between the RTA's Commuter Rail and WSDOT's Intercity Rail and Ferries. The RTA and WSDOT will confer with each other during development of programs and projects effecting the 81-mile Sounder corridor. The intent is to coordinate projects and service to the extent practicable.

4. PRINCIPLES

- Commuter Rail will share several stations with Amtrak and WSDOT's Intercity rail service between Portland and Vancouver, B.C., creating opportunities for interstate and local public transportation connections.
- To the extent practicable, the RTA and WSDOT will coordinate common station area development.
- RTA environmental review, to the extent practicable, will accommodate Intercity Rail capital improvements for trackage and signal elements.
- RTA will take the lead on community involvement for Sounder and provide public information and involvement roles for WSDOT appropriate to the Commuter Rail project. WSDOT will take the lead on community involvement for Intercity Rail and provide public information and involvement roles for the RTA appropriate for the Intercity program.

5. FUNDING

Coordination activities will be funded by the respective agencies. Joint project development will be funded in accordance with relative benefit and undertaken after financial analyses of specific project benefits.

6. AMENDMENT

This Memorandum of Understanding may be amended at any time by mutual agreement of the parties, provided that said amendments must be approved and signed by the Regional Transit Authority Executive Director or his/her designee and the Assistant Secretary for Public Transportation and Rail for The Washington Department of Transportation, and provided further that any amendment in their judgment constitutes a material change to this Memorandum of Understanding must be approved by the RTA Board of Directors.

EXHIBIT C
MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE RELATIONSHIP WITH
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
REGARDING LINK/ELECTRIC LIGHT RAIL PROGRAM

1. PURPOSE OF LINK/ELECTRIC LIGHT RAIL PROGRAM UNDERSTANDING

The purpose of this Program Understanding is to describe the intent for a working relation between the RTA and WSDOT for those elements of *Sound Move* included under the Link/Electric Light Rail program. This includes implementation and operations of Light Rail alignments and station area development on or adjacent to WSDOT rights-of-way and facilities.

2. GOALS

The goal of the principles is as follows:

The RTA will develop Electric Light Rail where located on or adjacent to State Routes or state-owned facilities such that they do not impact safety of existing state highways, do not preclude planned state facilities, and the impact on operations is mitigated.

3. INTENT

The principles of the Program Understanding apply to the following places where Link/Electric Light Rail segments from *Sound Move* may be located on or adjacent to State Routes or State-owned facilities:

- Northgate Station and Northgate to Roosevelt alignment impacts on Interstate 5 ramps, frontage roads, park & ride lots, and grade separations
- Possible parallel bridge to the Interstate 5 Ship Canal Bridge
- Interstate 5 tunnel under-crossing in vicinity of Convention Center Station
- Interstate 5 crossing alternative at Eastlake
- E-3 Busway, D-2 Roadway of Interstate 90, and SR 519 crossings
- Interstate 5 and Interstate 90 alignments to Rainier Avenue Interchange
- Interstate 5, State Route 900 overcrossing at Boeing Access Road
- Possible alignment on State Route 99 in Tukwila
- Possible alignment on State Route 518 in Tukwila and SeaTac
- State Route 99, State Route 509 alignments and crossings in SeaTac
- Tacoma Dome to Tacoma Business District alignments or crossings with Interstate 705

The RTA will confer with WSDOT in development of these Electric Light Rail segments. Usage of state rights-of-way and all design modifications associated with Electric Light Rail to state highways will be by approval and permitting of WSDOT.

4. FUNDING

Coordination activities will be funded by the respective agencies. Costs for approval or permitting for use of state rights-of-way or design additions or modifications will be borne by the RTA. Joint project development will be funded in accordance with relative benefit and undertaken after financial analyses of specific project benefits. Contract agreements with WSDOT for professional technical services such as surveying, mapping, traffic analysis, soils testing, and construction materials will be under project level agreements charged to the budgets of specific projects being assisted.

5. AMENDMENT

This Memorandum of Understanding may be amended at any time by mutual agreement of the parties, provided that said amendments must be approved and signed by the Regional Transit Authority Executive Director or his/her designee and the Northwest Regional Administrator for The Washington Department of Transportation, and provided further that any amendment in their judgment constitutes a material change to this Memorandum of Understanding must be approved by the RTA Board of Directors.