

REGIONAL TRANSIT AUTHORITY

**MOTION NO. 98-15 (SEATTLE)
MOTION NO. 98-16 (TUKWILA)
MOTION NO. 98-17 (SEATAC)
BACKGROUND AND COMMENTS**

Meeting:	Date:	Agenda Item:	Staff Contact:	Phone:
Finance Committee	March 5	No. 8	Paul Bay, Director Link Light Rail	(206) 689-4761
Executive Committee	March 6	No. 7		
Board of Directors	March 12	No. 9D-4,5&6		

ACTION:

Approve a separate Memorandum of Agreement with each of three cities: The City of Seattle, the City of Tukwila, and the City of SeaTac. Each agreement relates to joint efforts of that city and RTA during the development of the Link Light Rail project.

BACKGROUND:

In order to develop the Link Light Rail project, agreement will ultimately be needed with the cities through which it passes, including agreement on the alignment of tracks, on the location and design of stations, and on the mitigation of any negative impacts. Agreement on these matters is essential because RTA will be asking each City for construction permits and for easements or use agreements allowing construction of light rail on portions of city street rights-of-way. Accordingly, a great deal of time has been spent in discussions with staff in each of these cities on how to structure the work program, what activities should be conducted jointly, what activities will be done by each agency separately, schedule of work, and level of staffing required to reach agreement on alignments.

In addition, RTA has adopted principles for station area planning, and has asked each City to undertake a thoughtful station area planning program in concert with our project development activities, and to encourage of transit oriented development. Station area planning work also needs to be coordinated with project development. Agreement is needed to put into effect the partnership concept called for in Sound Move.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- Sound Move Plan
- "Principles to Guide RTA Station Area Programs" (Adopted by the RTA Board, November 1997)
- 1998 Adopted Budget

KEY FEATURES:

While these agreements differ slightly to reflect the differing organizational structure and emphases of each city, they have been developed on a common basis and share certain features. These include:

- Agreement to work together to implement the project on schedule and within budget
- Agreement on a joint work effort; in an open, collaborative process
- Agreement on approach to reimbursement for services and products
- Agreement on the schedule, deliverables and compensation for the City's station area planning program
- Agreement on responding to City concerns about design, impact mitigation and community involvement.

FUNDING:

Funding for the activities and products for which each of the cities will be reimbursed under this agreement is available within the Link Light Rail Capital Budget adopted by the Board for 1998; and as presumed to be continued in 1999.

ALTERNATIVES:

RTA could proceed with design and environmental activities on the Link Light Rail project without a formal agreement based only upon the good will of all parties, and hope that the cities would have the staff capabilities to respond in a timely way. However, the risk of delay would be substantial.

CONSEQUENCES OF DELAY:

Delay of approval of the MOA's for another few weeks would not be critical, but indefinite postponement would clearly involve delay risks in overall project approvals, the loss of a year or more of federal funding, and the cost of construction inflation.

**Regional Transit Authority
Motion No. 98-15**

A motion of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region authorizing the Executive Director to enter into a Memorandum of Agreement with the City of Seattle.

Background:

In order to develop the Link Light Rail project, agreement will ultimately be needed with the City of Seattle including agreement on the alignment of tracks, on the location and design of stations, and on the mitigation of any negative impacts. Agreement on these matters is essential because RTA will be asking the City for construction permits and for easements or use agreements allowing construction of light rail on portions of city street rights-of-way. Accordingly, a great deal of time has been spent in discussions with Seattle staff on how to structure the work program, what activities should be conducted jointly, what activities will be done by each agency separately, schedule of work, and level of staffing required to reach agreement on alignments.

In addition, RTA has adopted principles for station area planning, and has asked the City to undertake a thoughtful station area planning program in concert with our project development activities, and to encourage transit oriented development. Station area planning work also needs to be coordinated with project development. Agreement is needed to put into effect the partnership concept called for in Sound Move.

The attached Memorandum of Agreement provides for a joint work program of RTA and the City of Seattle during Link Light Rail project development, and further provides compensation to the City for Station Area Planning work products.

Motion:


It is hereby moved by the Board of the Regional Transit Authority that the Executive Director be authorized to sign the attached Memorandum of Agreement with the City of Seattle.

Approved by the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 18 day of March, 1998.



Bob Drewel
Board Chair

ATTEST:



Marcia Walker
Board Administrator

March 11, 1998

TO: Sound Transit Board members

FROM: Marcia Walker, Board Administrator

SUBJECT: Revision to Memorandum of Agreement for for the Central Light Rail Transit Project with the City of Seattle

The attached Memorandum of Agreement with the City of Seattle has undergone one slight change since the Executive Committee reviewed the Agreement on March 6. The change concerns Section VIII, subparagraph D and is as follows:

- D. In accordance with RTA policies regarding Equal Employment Opportunity (EEO) and the utilization of Minority, Women and Disadvantaged Business Enterprises (M/W/DBE), the City shall adhere to and implement the same or substantially similar policies as the RTA has adopted when the City selects providers and contracts to procure goods or services in connection with this Interlocal Agreement. The RTA acknowledges that the City has policies and processes pertaining to EEO and M/W/DBE, that such policies and processes are the same or substantially similar to those that the RTA has adopted, and that the City may use such City policies and process-subject to the approval of the RTA. |

Because the Memorandum of Agreement is before the Board for action today, the Agreement in your packets reflects the above change.

Thank you.

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**MEMORANDUM OF AGREEMENT
FOR INTERGOVERNMENTAL COOPERATION FOR THE
CENTRAL LIGHT RAIL TRANSIT PROJECT**

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ATTACHMENT A: Designated Representatives

**MEMORANDUM OF AGREEMENT
FOR INTERGOVERNMENTAL COOPERATION FOR THE
CENTRAL LIGHT RAIL TRANSIT PROJECT**

This MEMORANDUM OF AGREEMENT (the "Agreement"), dated this _____ day of _____, 1998, is made by and between the Central Puget Sound Regional Transit Authority, and the City of Seattle (collectively, the "Parties").

I. RECITALS

- A. The Central Puget Sound Regional Transit Authority ("RTA") is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation ("HCT") system. On November 5, 1996, central Puget Sound area voters approved local funding for *Sound Move*, the RTA's ten-year regional transit plan. The plan includes three new types of regional transportation -- light rail, commuter rail, and regional express bus/HOV system -- that will be integrated with local transit systems and use a single or integrated, regional fare structure.
- B. This Agreement relates to light rail system development and station area planning within the City of Seattle (the "Project"). The Project includes light rail track alignments and light rail stations together with any ancillary facilities, such as transit patron parking, passenger drop-off zones, light rail-related traffic signal and street lighting modifications and synchronization, and bus, auto, bicycle and pedestrian access facilities as well as City planning for land use changes associated with light rail development.
- C. The City of Seattle (the "City") is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development of the Project. The City is also responsible for managing streets and municipal utilities within its jurisdiction and for providing municipal services, such as public safety.
- D. The RTA intends to develop and provide light rail service within Seattle and between Seattle and the cities of Tukwila and SeaTac. The RTA desires to ensure that the siting and design of the Project are coordinated with local land use and transportation plans.
- E. The City desires to ensure that the siting and design of the Project are compatible with existing and proposed land uses and transportation systems and are

consistent with regional and local planning documents prepared pursuant to the Growth Management Act.

F. The Parties have the following common objectives:

- Develop light rail track alignments, stations and associated facilities that effectively and efficiently serve the transportation needs of citizens in the City and surrounding service area, that attract new transit riders, that are fully accessible to all users, that are designed to maximize public safety, that fit into and enhance their surrounding neighborhoods, and that are consistent with Seattle's Comprehensive Plan.
- Develop the Project and deliver services consistent with regional service goals and within the budget and schedule adopted in *Sound Move* and in subsequent implementation documents.
- Expedite review of necessary permits and approvals in support of a short timeline for Project development.
- Minimize conflicts regarding permits and approvals, and quickly resolve those conflicts that do arise.
- Maximize predictability in City requirements.
- Maintain public safety.
- Mitigate adverse environmental impacts that are attributable to the Project, without requiring measures intended solely to remedy other environmental, transit and transportation, utility, infrastructure, social or other issues affecting the area of the Project.
- Prepare environmental documents that are adequate to meet the decision-making needs of the RTA, the City, and other affected agencies, consistent with legal requirements.
- Involve the community throughout the process, including during environmental review and Project siting decisions and at key stages during design.
- Integrate the Project with existing infrastructure, development and services, including other transit facilities and services, bicycle and pedestrian facilities and services, other passenger rail facilities and services, traffic signal systems, traffic operations, street lighting and landscaping, public facilities, private facilities, utilities, and transit patron parking where appropriate.
- Develop operational plans that minimize Project impacts and costs.
- Derive the maximum effectiveness out of the RTA investment by implementing accessible and efficient facilities and services, including adequate park-and-ride capacity where appropriate and consistent with Seattle's Comprehensive Plan, bus transfer facilities, and bicycle/pedestrian access.
- Work toward developing transit-oriented land use policies, regulations, and incentives to attract and shape development around transit facilities in ways that benefit both transit users and adjacent communities.

- Identify economic development opportunities related to RTA investments.
- Provide contractual and employment opportunities for M/W/DBEs, local firms, and small firms.
- Aggressively seek funding at early stages of the Project, from federal, state, local or other government agencies, private entities, and others, that would enable the development of light rail service to stations in the Roosevelt and Northgate neighborhoods as part of the first phase of light rail development.
- Inform the public as to which light rail stations are funded, and which require additional funding.
- Build effective, ongoing intergovernmental cooperation between the Parties.

G. The RTA's objectives also include the following:

- Give local jurisdictions an active role in Project development decisions, to provide for appropriate RTA Board decisions, consistent with and subject to the requirements of the HCT legislation, commitments in *Sound Move*, and RTA policies.
- Obtain extensive pre-application review of Project elements for land use and building code issues, as well as for potential street or right-of-way vacations, permits, or easements.
- To the extent allowable by law, obtain expedited processing of necessary permits and approvals, and, if necessary, street or right-of-way vacations, uses, franchises, easements, and utility relocations.
- Understand City and other codes and procedures that relate to the Project's construction, and minimize conflicts regarding permits and approvals.
- Apply the City's utility and roadway design criteria.
- Work with community stakeholders during the Project environmental review, Project development, and design processes to receive, consider, and respond to their input.
- Provide a meaningful and inclusive public process that involves all interests in Project environmental review, Project development, and design processes.
- Comply with all federal funding requirements.

H. The City's objectives also include the following:

- Fulfill its responsibility to enforce state and local land use laws, environmental laws and regulations, building code, health and safety regulations, traffic management regulations, and other regulations.
- Enhance overall transportation system efficiency and people-moving capacity.
- Provide more transit options with increased access for Seattle's neighborhoods.

- Provide enhanced access to regional employment centers and major institutions, including schools, universities and hospitals.
- Anticipate and respond to the RTA's priorities and permit needs to help expedite permit review.
- Ensure RTA responsiveness to land use and construction-related code and procedural requirements.
- Ensure that the relevant environmental documents are sufficient to meet the City's needs for any necessary permits and approvals, consistent with legal requirements.
- Ensure that access to stations by a variety of modes is facilitated by the Project.
- Provide constructive input into design through the Project environmental review, Project development, and Project design processes.
- Assess citizens' concerns during Project development, and communicate City perspectives to the RTA. Where the City has legal authority, address public concerns during the permitting process.
- Ensure that RTA station parking and circulation issues are addressed within the context of neighborhood plans and the City's Comprehensive Plan.
- Ensure that trip reduction strategies favoring walking and bicycling are considered in station area planning and station design.
- Ensure that construction does not unnecessarily impede access to businesses.
- Ensure that long term City maintenance costs are minimized and that infrastructure life cycle not be diminished by the Project.

I. The RTA and the City hereby mutually agree that these objectives can most effectively be accomplished through a team approach and a shared work program. The Parties intend to cooperate in a coordinated and expedited effort, which is expressed through this Agreement and through such additional agreements as may be needed. As reflected in this Agreement, the Parties recognize the need for cooperation to expedite environmental review, permit review, design development and construction of a light rail system that meets the region's transportation needs.

In consideration of the covenants and assurances set forth herein, it is mutually agreed as follows:

II. INTERGOVERNMENTAL COORDINATION

A. Designated Representatives

To ensure effective intergovernmental cooperation and efficient Project review, the RTA and the City will each designate a representative responsible for communications between the Parties (the "Designated Representative"). Each

Party's Designated Representative is identified in Attachment A. The Designated Representatives will meet at least monthly and will schedule additional meetings with Project staff and consultants as needed.

B. Coordination and Furthering Objectives

The Designated Representatives are responsible for working toward the Parties' objectives stated in the Recitals, the schedule objectives and target dates stated in Section VII, and the budget and funding limits stated in Section VIII. The Designated Representatives are also responsible for coordinating the various governmental agency or department staff and consultants assigned to the Project. For example, the City's Designated Representative will be responsible for coordinating decisions on the Project from the various City departments, the Mayor's Office and the City Council. Similarly, the RTA's Designated Representative will be responsible for coordinating input from the RTA's consultants and subcontractors, working to ensure that the RTA provides timely and complete submittals, and working to ensure that the RTA responds promptly to City requests for additional information.

Coordination of department staff and consultants includes the resolution of disputes that may arise between departments and/or consultants reporting to a single jurisdiction, and the development of review schedules that allow for simultaneous review by multiple departments. Project coordination may require the development of further agreements between the RTA and the City.

C. Clear Departmental Lines of Authority

Each Designated Representative will identify one or more staff members within each department or functional area responsible for various Project applications and approvals and will establish clear lines of authority. The City will provide the RTA with a written description of these lines of authority, including a list of departmental representatives, and will provide the RTA with updates to the document as necessary. The City's list will include representatives from the appropriate City departments, including the following: Department of Construction and Land Use, SEATRAN, Seattle Public Utilities, Seattle City Light, Department of Parks and Recreation, Seattle Police Department, Seattle Fire Department, Department of Neighborhoods, and the Seattle Design Commission. Similarly, the RTA will provide the City with a written description of lines of authority and a list of staff responsible for various aspects of the project, and it will update this document as necessary. These staff representatives from the City and the RTA are responsible for coordinating their department's or functional area's involvement with the Project and working toward the Parties' objectives.

D. Project Development and Coordination Team

The Parties will form a Project Development and Coordination Team that will provide a forum for early and frequent consultation on issues related to light rail Project development. The RTA will use the Project Development and Coordination Team to facilitate participation of City transportation, engineering, utilities, land use, and other City staff as necessary in the design, analysis, environmental review, development, permitting, and construction of the Project. City representatives will meet with RTA Project staff and consultants on a regular basis throughout the Project. By working with the RTA and its consultants on the Project Development and Coordination Team, the City can help facilitate expedited review of the Project. The City's Designated Representative named in this Agreement will be responsible for designating City participants in the Project Development and Coordination Team and for managing the City's participation.

The work program for the Project Development and Coordination Team will be formulated jointly by the RTA and the City. The work program will include a protocol for determining the tasks and deliverables of the Project Development and Coordination Team.

III. GENERAL APPROACH TO RTA REIMBURSEMENT FOR CITY SERVICES AND PRODUCTS

- A. The Parties recognize that cooperative and joint efforts are required to complete light rail development in the City on schedule and within budget. To help accomplish this, the RTA recognizes that it is in the RTA's interest to contract with the City for certain services and products related to light rail development and to reimburse the City for the costs of these services and products.
- B. The RTA agrees to reimburse the City for the costs associated with particular tasks that:
- Are required because of the implementation of the RTA's light rail project in the City;
 - Are not otherwise the City's responsibility to undertake; and
 - The RTA asks the City to undertake.
- This may include tasks that the RTA asks the City to complete on a shorter schedule than the City would otherwise follow.
- C. In general, the RTA will not reimburse the City for the costs associated with the following:
- Coordination between the RTA and City normally provided as between governmental agencies.
 - City services provided in the ordinary course of business and on the City's

usual time schedule.

- City services that are already covered by existing land use, permitting, or other fee ordinances. (The RTA will pay for such services under City fee ordinances, as described in F. below).

D. The first reimbursable task the RTA requested from the City relates to Geographic Information Systems ("GIS") services. An agreement with the City addressing those services will be executed in the first quarter of 1998. The second reimbursable task the RTA is requesting from the City relates to station area and land use planning and City input into the RTA's environmental review process. The specific work to be performed by the City and the reimbursement to be paid by the RTA for this second task are described below in Section IX. The RTA currently anticipates that the deliverables resulting from these two tasks are the primary reimbursable deliverables that the RTA will request from the City during 1998 and 1999.

E. The Parties acknowledge that there may be other reimbursable tasks related to the Project not outlined in this agreement that the RTA will ask the City to undertake in the future (Year 1999 and beyond). While these tasks cannot be definitively identified now, they may include the following:

- Assistance with design and construction of components associated with the Project, such as streets, sidewalks, bicycle facilities, street lighting, traffic signals, and utilities that are or will be owned by the City; and
- Review of design documents between 10 and 30 percent, at 60 percent, at 90 percent and at 100 percent design completion.

F. In addition to specific tasks related to light rail that the RTA may ask the City to undertake, the RTA will also pay the City all required fees for such things as land use review and permits, construction permits, street use permits, street vacations, and Seattle Design Commission review, consistent with applicable law. Some more detailed provisions relating to these items are included below in Sections V and VI. These items may also be covered in more detail in future agreements between the RTA and the City.

IV. ENVIRONMENTAL REVIEW PROCESS

A. The environmental review process and documents will evaluate the environmental impacts of the Project, as well as potential mitigation measures. A phased or tiered approach to environmental review is being used. First, the RTA prepared a "plan-level" environmental impact statement supporting the adoption of *Sound Move*. Now, "project-specific" environmental review of the Project will be undertaken to satisfy both the State Environmental Policy Act ("SEPA") and the National Environmental Policy Act ("NEPA").

The RTA and the Federal Transit Administration (“FTA”) will evaluate alternative designs and alignments for the light rail system and light rail stations. The RTA will serve as the SEPA lead agency, and the FTA will serve as the NEPA lead agency. The RTA will oversee the preparation of the environmental documents. The RTA will complete environmental review for actions that are necessary to complete the Project. The environmental documents will also cover City of Seattle decisions and permits related to the Project, such as master use permits, construction permits, clearing and grading permits, building permits, demolition permits, platting, street use permits, and street vacation approvals for Project facilities.

The RTA is aware of the opportunities for “planned actions” made available under recent amendments to SEPA and the Growth Management Act, and it will incorporate into its environmental documents project-level information supporting planned actions provided by the City, consistent with the requirements of the Project schedule. The City will conduct the environmental review for City implementation of the station area planning effort described in section IX. It is anticipated that the City’s environmental review will use, build on or supplement the environmental review prepared by the RTA.

- B. The RTA will provide opportunities for community and other public input to the environmental review process through meetings, open houses, and other forums, including those sponsored by the City.
- C. The RTA and the City intend to work together to develop and evaluate appropriate mitigation measures, consistent with SEPA and other adopted regulations, for the Project elements evaluated in the environmental impact statement. All mitigation measures shall be reasonably related to the Project's impacts.
- D. To facilitate the City's review, and to ensure that the environmental documents will meet the City's decision-making needs for Project permits and approvals, the RTA will share key preliminary documents and drafts with appropriate City staff, including the preliminary draft environmental impact statement (“EIS”) prior to public release. The City agrees to promptly review documents received from the RTA, consistent with the more detailed schedule developed pursuant to section VII. The City will provide comments within three (3) weeks from the receipt of environmental documents. The City’s comments will be provided with the understanding that the level of review will be limited to the scope of information provided in the draft documents. Comments at a preliminary level will not limit comments on the documents during the required public comment periods. Arrangements for the review and comment on documents will be made through the Parties’ Designated Representatives.

- E. The RTA will provide to the City a work plan for screening alternatives and development of the draft EIS and final EIS and a schedule of environmental review milestones to facilitate opportunities for City input.

V. **EXPEDITED PERMIT PROCESSING**

A. Pre-Application Conferences

The Parties' Designated Representatives will schedule pre-application conferences between RTA and City staff representatives (as described in Section II, C.) to explain the City's permitting requirements and processes.

B. Permit Applications

Appropriate City departments (e.g., DCLU for land use, building, and other permits; SEATRAN for street use permits; etc.) will allow the RTA to submit a phased Project permit application (or applications, see below) before the completion of environmental review. The City will notify the RTA of the need for changes or additions to the application(s) as they become apparent through City participation in the environmental review, public involvement activities, and design development processes and based on the information available at the time. The RTA shall ensure that applications (including phased applications) meet City standards and that City requests for corrections and information are addressed in a timely manner.

C. Parallel Processes

The RTA and the City will emphasize the use of parallel processes in their respective roles in Project development. Appropriate City departments will timely consider and review Project permit applications, including simultaneous review of a building permit application (or applications) that is submitted with a Project permit application. Building permit review may be phased to allow certain preliminary site work to begin while other design work is still being completed, provided that applicable land use and environmental requirements have been met. The City will assist the RTA in establishing the most expeditious strategy for completing land use and building permit review.

D. Construction and Land Use Fees

Construction and land use permitting are fee-supported services in the City, and staffing levels are established to maintain reasonable turnaround times for permit review. Specific terms of fees and services will be as provided in the City's Permit Fee Ordinance (SMC ch. 22.901), in other City ordinances that impose review fees, and in a future agreement or agreements between the RTA and the

City. The RTA recognizes that the time frame for land use and construction permitting for the Project may require extra effort(s) on the part of the City. The Parties intend that the Project Development and Coordination Team will provide a forum for early and frequent consultation on issues related to construction and land use permitting. This should allow the City to provide expedited review of RTA permit applications while minimizing the need for additional staff or consultant assistance on the City's part. The City will work to minimize any costs of expedited review that are charged to the RTA.

E. Design Review

The RTA is committed to developing a quality design for the Project. The RTA recognizes the City's interest in the quality of station design and development of the light rail service because of the long-term impact the Project will have on the character of the City. City and public input regarding design of the Project will be received through the Project development team, through the RTA's public involvement process, and through review by the Seattle Design Commission, as required by law. Other development that occurs in conjunction with the Project may also be subject to the City's design review process.

VI. EXPEDITED PROCESSING OF REQUESTS FOR STREET OR RIGHT-OF-WAY PERMITS, EASEMENTS, OR STREET OR RIGHT-OF-WAY VACATIONS

A. Street Use Permits

The RTA may need street use permits, and will pay fees as set in the Street Use Ordinance (SMC ch. 15.02). The RTA recognizes that the time frame for street use permitting for the Project may require extra effort(s) on the part of the City. If necessary, the RTA will submit, and the City will review, pre-application street use permit filings to expedite the review process. The Parties intend that the Project Development and Coordination Team will provide a forum for early and frequent consultation on issues related to street use permits. This should allow the City to provide expedited review of RTA street use permit applications while minimizing the need for additional staff or consultant assistance on the City's part. The City will assist the RTA in establishing the most expeditious strategy for completing street use permit review and will work to minimize any costs of expedited review that are charged to the RTA. This may include the Parties working together to seek amendments or modifications to the City's street use permitting process.

B. Street or Right-of-Way Vacations

The Parties do not know at this time whether vacation of City streets or rights-of-

way will be necessary for Project facilities. However, if vacations are required for Project facilities, expedited submittal and review of such actions may be required to keep the Project on schedule. If vacations are required, the RTA will pay fees as set in the Street Vacation Chapter of the Seattle Municipal Code (SMC ch. 16.62). If necessary, the RTA will submit, and the City will review, pre-petition street vacation filings to expedite the review process. The City's staff, in cooperation with the RTA, will coordinate and facilitate expedited petition and pre-petition circulation through City departments and others on the City's distribution list for street vacations. The RTA recognizes that the time frame for street or right-of-way vacations for the Project may require extra effort(s) on the part of the City. The Parties intend that the Project Development and Coordination Team will provide a forum for early and frequent consultation on issues related to street or right-of-way vacation petitions. This should allow the City to provide expedited review of RTA permit applications while minimizing the need for additional staff or consultant assistance. The City will assist the RTA in establishing the most expeditious strategy for completing street vacation review and will work to minimize any costs of expedited review that are charged to the RTA.

C. Future Agreements

If necessary, the RTA and the City may develop a more specific street use permit and/or street vacation agreement following this Agreement, once the scope of permitting and street vacation requirements is known. This new agreement will include provisions necessary to cover the costs of expedited review. The City will make efforts to minimize the costs of expedited review.

VII. SCHEDULE OBJECTIVES & TARGET DATES

The Parties acknowledge the importance of completing the Project so that the light rail service may begin by 2006. Accordingly, the Parties will work in good faith toward the schedule objectives and target dates identified below. The Parties will establish a more detailed schedule as more information becomes available. The schedule may include anticipated dates for pre-application permit reviews and anticipated submission dates for permit and other applications. The Parties agree that if dates in this schedule are delayed by the RTA, then the schedule for products and deliverables outlined in this agreement will change accordingly.

Schedule Objective	Target Date
Draft EIS issued	4 th Quarter 1998
Public comment period on draft EIS	1 st Quarter 1999
Preferred alignments and station locations identified by RTA (Locally Preferred Alternative identified)	2 nd Quarter 1999

Final EIS issued	4 th Quarter 1999
Record of Decision issued	1 st Quarter 2000
Station Area Plan Recommendations	2 nd Quarter 2000
Construction complete; vehicle/systems testing begins	2005
Light rail service begins	2006

VIII. BUDGET & FUNDING

- A. The adopted *Sound Move* budget includes \$1,381 million (1995\$) for the central light rail line and facilities within the North King County subarea, which includes the City. This budget amount is intended to cover all Project costs, including environmental review, staff costs, design, property acquisition and relocation costs, in addition to construction, mitigation, and contingencies.
- B. The RTA will work with the City to assist in pursuing other financing sources, including public/private partnerships, to augment the RTA project budget, both to facilitate the Northgate extension as well as Project enhancements at key locations.
- C. The Parties agree to comply with all funding requirements of applicable federal agencies as well as RTA policies as appropriate.
- D. In accordance with RTA policies regarding Equal Employment Opportunity (EEO) and the utilization of Minority, Women and Disadvantaged Business Enterprises (M/W/DBE), the City shall adhere to and implement the same or substantially similar policies as the RTA has adopted when the City selects providers and contracts to procure goods or services in connection with this Interlocal Agreement. The RTA acknowledges that the City has policies and processes pertaining to EEO and M/W/DBE, that such policies and processes are the same or substantially similar to those that the RTA has adopted, and that the City may use such City policies and processes, subject to the approval of the RTA.

IX. STATION AREA AND LAND USE PLANNING

- A. HCT legislation requires the linkage of land use planning and development of HCT systems. Agreements between regional transit authorities and cities "shall set forth conditions for assuring land uses compatible with development of high capacity transportation systems." RCW 81.104.080(2). Such conditions include developing sufficient land use densities through local actions in HCT corridors and near passenger stations, preserving transit rights of way, and protecting the region's environmental quality. Agreements must also include plans for concentrated employment centers, mixed-use development, and housing densities that support HCT systems. RCW 81.104.080(3). Finally, agreements must be

consistent with state planning goals as set forth in the Growth Management Act, Ch. 36.70A RCW.

- B. In addition, it is the RTA's policy to encourage transit-oriented land use policies, and to create opportunities for joint development programs, other station area development, and public/private partnerships designed to increase ridership, promote public access to transit facilities, and provide revenues to support transit construction or operation.
- C. The City agrees to work with the RTA to ensure that station-area planning can be completed within the available budget specified in this agreement. If the City desires to expand the scope of station-area planning or development beyond that budgeted by the RTA in this agreement, the City will be responsible for obtaining necessary funding for such expansion. The RTA will work with the City to assist in pursuing other financing sources to augment this station area planning budget.
- D. In order to meet the City's growth management planning requirements under the Growth Management Act ("GMA"), to meet the planning requirements of the HCT legislation, and to fulfill the RTA's policy commitments regarding transit oriented development, land use planning around transit stations, and public/private partnerships, the RTA has agreed to fund a City work program addressing these issues. The RTA and the City both recognize that the construction and operation of the RTA's light rail facilities can affect land use, mobility, circulation, economic vitality, and community character, especially in areas surrounding light rail stations. The Parties also recognize that land use planning and control is the responsibility of the City. The RTA's purpose in funding the City's development and implementation of the work plan is to ensure that the City can meet its responsibilities for land use planning and control in a time frame consistent with the RTA's schedule for Project development.
- E. Work Plan Development

A detailed work plan addressing these issues will be developed by the City and will be reviewed and approved by the RTA. The work plan will focus on station area planning and the implementation of a transit-oriented development program for each light rail station area within the City. The work plan and resulting products will be consistent with the City's growth management planning requirements under the GMA, the HCT legislative requirements, and the RTA policy commitments described above. The work plan will contain five main elements: 1) review of alignment and station location options; 2) a market analysis; 3) stakeholder education and Transit Oriented Development ("TOD") public information activities; 4) Station Area Plans and implementation measures; and 5) TOD partnership development tasks. A more detailed work plan will be developed from the following outline of tasks.

1) Review of Alignment and Station Location Options

During the RTA's review of light rail alignment and station location options and its preparation of environmental documents defining the impacts of those options, the City will provide data and other inputs related to station area planning necessary for conducting the environmental analysis. The City will review the options being evaluated with respect to community and environmental impact, compatibility and integration with local and regional transportation systems, and (in connection with ongoing community plan development and other City planning efforts) will advise the RTA on how each option fits into City planning goals.

2) Market Analysis

The purpose of the market analysis is to evaluate the market for proposed land uses surrounding potential stations and in other areas affected by the Project. The City will assess potential growth and types of development likely to be attracted to areas served by light rail. Analysis will identify land use and other regulatory impediments to development, as well as any incentives or other City actions to achieve desired growth and development. This includes technical support to, and intensive interaction with, GMA-mandated growth management planning in affected neighborhoods. The corridor-level growth and development forecasting for this analysis will be limited to those corridors within the City of Seattle shown in the Project "Scoping Information Report."

3) Stakeholder Education and TOD Public Information

The City will identify and convene stakeholders (e.g., property owners, neighbors, business associations, lenders, real estate development and design professionals) to focus on transit oriented development issues as the foundation for developing detailed Station Area Plans. The City's efforts will be limited to those corridor segments and areas identified by the RTA for detailed analysis in the draft EIS. The City will identify issues and communicate to targeted and general audiences, and it will work in partnership with the RTA team to develop and produce public information tools, events, and products.

4) Station Area Plans and Implementation Measures

The station area planning process will be used to define how the City, in conjunction with the affected neighborhoods and interested parties, would like station areas to develop. The City's planning efforts will be integrated with any on-going neighborhood planning processes. The City will work with the RTA to assess and develop alignment and station location options during the environmental review process and will advise the RTA as to how the options relate to City plans and policies. The City will integrate market analysis findings with neighborhood plan goals and will articulate preferred development scenarios for each light rail station area.

The City will produce detailed Station Area Plans after the RTA identifies a

Locally Preferred Alternative. Those Station Area Plans will serve as the basis for any City code revisions, Capital Improvement Program amendments, or other possible City actions. Station Area Plans will include concepts for design of public improvements necessary to implement the plans, such as changes to street configurations, utilities, sidewalks, and other physical infrastructure, as well as detailed implementation strategies for achieving consistent private development. The planning effort will also include area development objectives and recommended changes to land use and zoning requirements in order to promote those objectives.

The City will be responsible for planning related only to those station areas identified by the RTA Board in its Locally Preferred Alternative. For purposes of developing detailed Station Area Plans and implementation measures, a station area is defined as the area extending approximately 2,000 feet from an RTA light rail station. For budgeting purposes, the City currently anticipates 17 such stations, including the five existing downtown transit tunnel stations.

5) Transit Oriented Development Partnerships

The City will assess the capacity of existing partners--including property owners, lenders, business associations, real estate development and design professionals, community-based and non-profit development entities (i.e., CDCs/CBOs)—to engage in transit oriented development partnerships for the Project. The City will identify financial and legal tools and limits to City participation in joint development and/or related TOD projects. The City will provide technical expertise and/or additional capacity to community-based and/or non-profit development partners to implement Station Area Plans.

F. City Council Review and Implementation

The City Council will review the Station Area Plans and recommended implementation measures and will take appropriate action. Council action could take a variety of forms, including Land Use Code amendments, station-area zoning overlays, new zones, special locational zoning provisions, adoption of neighborhood plans, revisions to the Comprehensive Plan, or other changes necessary to achieve land use and development objectives.

G. The City will deliver a detailed work plan to the RTA for its review no later than 60 days following the signing of this Agreement. Once approved by the RTA, the work plan will be implemented consistent with the following schedule:

Task Area	Approximate Schedule for Completion
Submit work plan	Within 60 days of Agreement
Review alignment and station location options	During draft EIS preparation, 1998

Market Analysis	3 rd Quarter 1998
Stakeholder Education/ Public Involvement	1998 and 1999
Partnerships	1998 and 1999
Station Area Plan Recommendations	2 nd Quarter 2000 (after Record of Decision)
City Council Implementation	By the 4 th Quarter 2000 (anticipated)

The Parties agree that if dates in the schedule found in Section VII are changed, the products and deliverables outlined in this section of the agreement will change accordingly.

- H. In consideration for the City's development and implementation of the work plan, the RTA will pay the City a total of \$2,500,000. The RTA will pay this amount to the City in installments as follows: 20% upon RTA approval of the City's work plan; 20% upon completion of the market analysis; 20% upon completion of the City's review and comments on the RTA's draft EIS; 20% upon completion of Station Area Plans; and 20% following City Council implementing actions.
- I. The work plan may be amended by agreement of the Parties, as signified by a written addendum to this agreement signed by the Designated Representatives. Any amendment to the work plan may modify only the tasks and deliverables specified in the plan and must remain within the funding amount established in subsection H, above.
- J. In implementing the work plan, the City and its consultants (if any) will work with the RTA and its consultants to share available information and avoid duplication of effort. This may include graphic displays, baseline data and computer model outputs, digital image files, Geographic Information System applications, and other work produced by the RTA, the City, or their respective consultants. The City and the RTA recognize that much of the work prepared pursuant to the work plan will aid in the preparation of the environmental documents for the project, as well as other project planning work.
- K. The Parties acknowledge that subsequent agreements may be necessary to implement the work plan, consistent with the requirements set out in this section.

X. PUBLIC INVOLVEMENT

- A. The RTA will manage public and community involvement activities at all levels with the cooperation and participation of the City. These activities include, but are not limited to:

- public meetings, hearings, station area workshops, and design charrettes related to the design alternatives contained in the environmental documents; and
 - ongoing updates on the progress of the station design, development and construction.
- B. The RTA will develop a detailed community involvement plan. The City will have an opportunity to review and comment on the plan as it is developed and modified.
- C. The City will be responsible for providing public notices, conducting hearings, etc. that the City is otherwise obligated to provide as part of its regulatory review.
- D. The City will be responsible for public involvement associated with the station area planning tasks described in Section IX (E).

XI. DISPUTE RESOLUTION

- A. The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives will communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement.
- B. Each Designated Representative will notify the other in writing of any problem or dispute that the Designated Representative believes should be resolved. The Designated Representatives shall meet within three (3) business days of receiving the written notice in an attempt to resolve the dispute.
- C. In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the RTA Executive Director or his/her designee and the Director of the City's Strategic Planning Office or his/her designee shall meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.
- D. RTA and the City agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted.

XII. MISCELLANEOUS

- A. This Agreement is effective when it is signed by both Parties, after authorization by each Party's respective governing body. The Parties may amend this Agreement or enter into subsequent agreements, as desired, with the appropriate authorization of each Party.
- B. This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the specific items covered by it, except as supplemented by subsequent written agreements that the Parties make. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.
- C. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby will remain in full force and effect. This Agreement is governed by the laws of the State of Washington.

ATTACHMENT A

Designated Representatives

REGIONAL TRANSIT AUTHORITY

Paul Bay
Light Rail Director
Phone: (206) 689-4761
Fax: (206) 684-1234

CITY OF SEATTLE

Jared Smith
Assistant Director and Regional Transit Manager
Strategic Planning Office
Phone: (206) 684-5462
Fax: (206) 233-0085

MEMORANDUM OF AGREEMENT

for Intergovernmental Cooperation

between

The Central Puget Sound Regional Transit Authority

and

The City of Seattle

Regarding Light Rail Development

Signed:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

CITY OF SEATTLE

By: _____
Signature

By: _____
Signature

Print or type name

Print or type name

Date: _____

Date: _____

**MEMORANDUM OF AGREEMENT
FOR INTERGOVERNMENTAL COOPERATION FOR THE
CENTRAL LIGHT RAIL TRANSIT PROJECT**

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