

**Regional Transit Authority**  
**Motion No. 98-16**

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 Tukwila.

**Background:**

In order to develop the Link Light Rail project, agreement will ultimately be needed with the City of Tukwila 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 Tukwila 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.

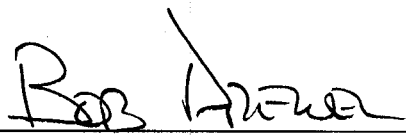
In addition, RTA has adopted principles for station area planning, and has asked the City to undertake a thoughtful station area planning program in concert with our project development activities, and to encourage transit oriented development. Station area planning work also needs to be coordinated 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 Tukwila 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 Tukwila.

Approved by the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 12 day of March, 1998.

  
\_\_\_\_\_  
Bob Drewel  
Board Chair

ATTEST:

  
\_\_\_\_\_  
Marcia Walker  
Board Administrator

**DRAFT**

**MEMORANDUM OF AGREEMENT**

for Intergovernmental Cooperation

between

**The Central Puget Sound Regional Transit Authority**

and

**The City of Tukwila**

Signed:

**CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY**

**CITY OF TUKWILA**

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print or type name

**John W. Rants, Mayor**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**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, Tacoma-to-Seattle commuter rail, and regional express bus/HOV system -- that will be integrated with local transit systems and use a single, regional fare structure.
- B. This Agreement relates to light rail system development and station area development within the City of Tukwila (the "Project"). The Project includes light rail stations together with any ancillary facilities, such as commuter parking, passenger drop-off zones, and bus, auto, bicycle, and pedestrian access facilities.
- C. The City of Tukwila (the "City") is responsible for administering state and local 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 begin light rail service in North Seattle, Southeast Seattle, City of Tukwila, and the City of SeaTac by 2006. The RTA desires to ensure that the siting and design of the Project is coordinated with local plans for land use and circulation.
- E. The City desires to ensure that the siting and design of the Project are compatible with existing and proposed land uses and circulation 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 station(s) and associated facilities that effectively and efficiently serve the transportation needs of citizens in the region and the City.
- Develop the Project and deliver services consistent with regional service goals and within the schedule adopted in *Sound Move*.
- Expedite review of necessary permits and approvals in support of a short timeline for Project development.
- Minimize conflicts regarding permits and approvals.
- Maximize predictability in City requirements.
- Meet the important budget and timing objectives by requiring only mitigation measures that are attributable to the Project, and not measures intended solely to remedy other environmental, transit and transportation, utility, infrastructure, social or other issues affecting the area of the Project.
- Prepare objective 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 in environmental review and Project site and design decisions.
- Integrate the Project with existing infrastructure and development, including other transit facilities, public facilities, private facilities, utilities, and parking, and develop operational plans that minimize project impacts and costs.
- Derive the maximum effectiveness from the RTA investment by implementing accessible and efficient facilities and services, including multi-modal connection opportunities, adequate park-and-ride capacity, bus transfer facilities, and bicycle/pedestrian access.
- Work toward development of transit-oriented land use policies to attract and shape development around transit facilities in ways that benefit both transit users and adjacent communities.
- 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.
- Address citizen concerns during project development and permitting.
- Build effective intergovernmental cooperation between the Parties.

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

- Develop facilities and deliver services within the budget and schedule adopted in *Sound Move* and subsequent implementation documents and consistent with regional service goals.

- 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, right of way, or easement vacations.
- To the extent allowable by law, obtain expedited processing of necessary permits and approvals, and, if necessary, street or other vacations and any utility relocations.
- Understand City codes and procedures that relate to the Project's construction, and minimize conflicts regarding permits and approvals.
- Work with community stakeholders during the project environmental review and planning process to receive their input.
- Provide a meaningful and inclusive public process that involves all interests in the development, construction and implementation of projects and services in *Sound Move*.
- Comply with all federal funding requirements.

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

- Fulfill its mission to enforce state and local land use laws, environmental processes, building code, and other regulations.
- Work with the RTA to ensure that its objectives and schedule can be met.
- Anticipate and respond to the RTA's priorities and permit needs to help expedite permit review.
- Provide objective input into design considerations through the Project environmental review, and related City lead planning processes.

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.

J. The RTA and the City acknowledge that this Agreement addresses certain interests of the Parties as they can be ascertained and described at the time of the execution of the Agreement. As other issues and interests are identified, the Parties shall work in good faith to amend this Agreement or enter into subsequent agreements addressing those matters.

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 regularly and will schedule additional meetings with Project staff and consultants as needed.

### **B. Coordination and Obtaining Objectives**

The Designated Representatives are responsible for ensuring that the Parties' objectives stated in the Recitals, the schedule objectives and target dates stated in Section VI, the land use planning requirements stated in Section IX and the budget and funding limits stated in Section VII and are met. 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 City's Designated Representative will also coordinate Project activities with 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, working to ensure that the RTA responds promptly to City requests for additional information, and coordinating project activities with appropriate RTA departments, its executive director and the RTA Board.

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 Party will establish clear lines of authority by identifying a single staff member within each department responsible for various Project applications and approvals (the "Departmental Representative"). The Departmental Representatives are identified in Attachment B. These Departmental Representatives shall report and be responsible directly to their respective

Designated Representative. These Departmental Representatives are responsible for coordinating their department's involvement with the Project and working the Project objectives, including the schedule.

D. Project Development Team

The RTA will encourage the participation of City land use, engineering and transportation staff in the design development processes with the architecture and engineering teams. By working with the RTA and its consultants on a Project development team, the City can help facilitate expedited review of the Project.

**III. EXPEDITED ENVIRONMENTAL REVIEW**

- A. The RTA will serve as the State Environmental Policy Act ("SEPA") lead agency for state environmental review of the Project. The Federal Transit Administration ("FTA") will serve as the National Environmental Policy Act ("NEPA") lead agency for federal environmental review. The RTA prepared a plan-level environmental impact statement supporting the adoption of *Sound Move*. Additional environmental review of the Project will be provided using a combined SEPA/NEPA approach. The RTA will oversee the preparation of the environmental documents, with the FTA serving as a cooperating agency. The environmental review will evaluate the environmental impacts of the Project, as well as potential mitigation measures.
- B. The RTA will provide opportunities for community and other public input to the environmental review process through a public involvement process that includes the Transit Advisory Committee ("TAC") described in Attachment C, and through other means.
- C. The RTA and the City Parties intend to work together and be assisted by the TAC to develop and evaluate appropriate mitigation measures, consistent with SEPA and other adopted City regulations, for the Project elements evaluated in the environmental impact statement. All mitigation measures shall be reasonably related to the Project's impacts and shall be consistent with the Parties common objectives.
- D. The City will have the opportunity to comment on the environmental documents as provided in the SEPA and NEPA Rules, as well as other applicable regulations.
- E. To further 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. The City agrees to promptly review documents received

from the RTA. In addition, the City has three weeks (21 calendar days) from the receipt of preliminary draft environmental documents to review and comment. Arrangements for the review and comment of documents will be made through the RTA's and City's Designated Representatives and shall be coordinated with review by TAC. However, only written communications signed by the Mayor may be relied upon as reflecting the City's official policy position. Failure of the City to comment on preliminary draft documents shall not be construed as City approval or acceptance of those documents or their content.

- F. The RTA will provide to the City a schedule of environmental review milestones to maximize the opportunities for City input.

#### **IV. EXPEDITED PERMIT PROCESSING**

##### **A. Pre-Application Conferences**

City Departmental Representatives responsible for City permits and approvals will hold pre-application conferences with RTA representatives to explain permitting requirements and processes. At these conferences, the RTA will schedule opportunities for appropriate staff to participate in the design effort. Pre-application conferences will be held in the City offices.

##### **B. Permit Applications**

The City will give full, fair, and impartial consideration to any permit application(s) for Project elements located within the City. The City will allow the RTA to submit a 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, TAC, and design development processes. The RTA will provide changes or additions to the permit application(s) 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). Building permits may be reviewed in phases 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, consistent with applicable laws and ordinances.



D. Construction and Land Use Fees

Specific terms of fees and services will be consistent with the City's Permit Fee Ordinance and other City ordinances that impose review fees, and in a future agreement or agreements between the RTA and the City.

E. Design Review

The RTA is committed to developing a quality design for the Project. City input regarding design will be received through the TAC. The RTA recognizes the City's interest in the quality of station area design and development of the light rail service corridor because of the long-term impact the Project will have on the character of the City. The RTA will therefore work with the City, the public, and other interest groups to receive input into Project design. Nothing in this agreement shall modify the City's authority or procedures for Board of Architectural Review approval as established by Title 18, Tukwila Municipal Code.

V. **EXPEDITED PROCESSING OF REQUESTS FOR STREET, RIGHT OF WAY, OR EASEMENT VACATIONS**

The Parties anticipate that vacation of City streets, rights-of-way or easements may be necessary to provide appropriate site(s) for Project facilities. Expedited submittal and review of vacation petitions will therefore be critical to keeping the project on schedule. If necessary, the RTA will submit, and the City will review, pre-petition street vacation filings to expedite the review process. The City's appropriate Departmental Representative, 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. If necessary, the RTA and the City may develop a more specific street vacation agreement following this Agreement.

VI. **SCHEDULE OBJECTIVES & TARGET DATES**

The Parties acknowledge the importance of completing the project so that the light rail service may begin service by 2006. Accordingly, the Parties will work in good faith toward the schedule objectives and target dates identified below. The target dates below apply to the beginning phase of the project, which includes completing 30% design, identifying a Locally Preferred Alternative, completing preliminary engineering on schedule to permit an environmental Record of Decision (ROD), and negotiating a Full Funding Grant Agreement (FFGA) with the Federal Transit Administration (FTA) as early as possible in the year 2000, thus fitting into congressional appropriations actions. The Parties may establish a more detailed schedule for this initial phase as more information

becomes available, and may amend this Agreement to include schedule objectives for future phases of the project.

Schedule Objective	Target Date
End of SEPA formal comment period	Feb. 4, 1998
Agreed upon public involvement process	February, 1998
Conceptual Design of Alternatives	Fall, 1998
Preparation of Draft EIS	Fall 1998
Public Hearing on DEIS	January, 1999
Station Design and mitigation techniques established	Summer 1999
Identify Locally Preferred Alternative	Spring, 1999
Complete Final EIS	Summer/Fall 1999
Complete Preliminary Engineering	Fall 1999
Record of Decision (ROD) Full Funding Grant Agreement (FFGA)	Spring, 2000

**VII. BUDGET & FUNDING**

- A. The adopted *Sound Move* budget includes funds for the central light rail line and station area development within the City. This budget amount, as reflected in Appendix A to the Sound Move Ten Year Regional Transit System Plan, 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. Mitigation costs are currently unknown.
- B. If the City desires to expand the scope of station-area development beyond the responsibility of the RTA, the City will be responsible for obtaining necessary funding for such expansion. The RTA will work with the City to assist in aggressively pursuing other financing sources, including public/private partnerships, to augment the RTA Project budget.
- C. As to cost sharing between the RTA and the City, the RTA will pay for costs of services (exclusive of City services provided in the ordinary course of business and on the City's usual time schedule) that the RTA would otherwise need to

provide through staff or consultants, and that are consistent with the budget and schedule for the Project.

- D. The Parties agree to comply with all funding requirements of applicable federal agencies as well as RTA policies as appropriate.
- E. In accordance with RTA policies regarding Equal Employment Opportunity (EEO) and Minority, Women and Disadvantaged Business Enterprises (M/W/DBE), partners to interlocal agreements with the RTA shall adhere to and implement the same or substantially similar policies in its contracts to procure goods or services in connection with such interlocal agreements. In this regard the City agrees to implement such policies in its contracts and selection processes. The RTA, for its part, agrees to assist the City in implementing said policies. To the extent that the City has policies and processes pertaining to EEO and M/W/DBE, such policies and processes may be used subject to the approval of the RTA.

#### **VIII. COMPENSATION FOR SERVICES AND DELIVERABLES**

The City agrees to produce or have produced the following deliverables delineated in Section IX, subsection "D" by the agreed upon target date (exclusive of City services provided in the ordinary course of business and on the City's usual time schedule). The Parties agree that this scope of work may be expanded or reduced, with compensation to be modified accordingly. Deliverables will require the cooperative efforts of both parties, and RTA and the City agree to utilize their best efforts to this end.

#### **IX. ENVIRONMENTAL REVIEW/LAND USE PLANNING REQUIREMENTS/PUBLIC-PRIVATE PARTNERSHIPS**

- 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 and reward transit-oriented land use policies, and to create opportunities for joint development programs and public/private partnerships designed to increase ridership, promote public access

to transit facilities, and provide revenues to support transit construction or operation.

C. In order to meet the planning requirements of the HCT legislation and to fulfill the RTA's policy commitments regarding environmental review, 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, especially in areas surrounding light rail stations. The Parties also recognize that environmental review is the responsibility of the RTA, and 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 RTA and City can meet their respective responsibilities for environmental review, land use planning and land use control in a timeframe consistent with the RTA's schedule for project development.

D. The RTA will compensate the City for performance of such services as provided in this Agreement. The RTA shall reimburse the City's actual reasonable costs in performing the services up to certain maximum amounts set forth under subsection "I" below. In the event any or all City Departments' actual costs reach the established maximum amounts, then the City shall be released from performing further services under this Agreement to the extent that RTA fails to approve an increase in the maximum costs.

RTA recognizes that the amounts determined under subsection "I" below are preliminary in nature and subject to change due to the preliminary nature of the data on which they are based. The Parties agree to keep one another informed as to anticipated needs and the resources necessary to accomplish those needs. The Parties shall attempt to reach mutual agreement on any expanded scope of work and/or increase in maximum costs and shall amend this Agreement to reflect any such agreement.

E. Deliverables. All records, reports, data, documents, systems, and concepts, whether in form of writings, figures, graphs, or models prepared or developed in connection with this Agreement shall become public property. All documents prepared by City staff, agents, or consultants under this Agreement shall be the property of RTA. Nothing herein shall prevent the City from retaining original copies of such materials.

F. 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 HCT legislative

requirements and RTA policy commitments described above. The work plan will contain four main elements: 1) review of alignment and station location options during the Draft EIS preparation period; 2) a market analysis; 3) a station-area planning process; 4) City Council consideration and action upon the results of the market analysis and planning process.

Review of Alignment and Station Location Options: During RTA's design review of light rail alignment and station location options, and preparation of a Draft EIS defining the impacts of those options, the City will review those options regarding 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; and will advise the RTA on how each option fits into City planning goals.

Market Analysis: The market analysis will occur in two phases. Phase One will assess existing conditions (land uses and economics) and the potential for change in areas affected by alternative light rail alignments and potential station locations. Once the RTA Board has adopted a preferred alignment and station location plan, Phase Two will provide a more detailed assessment of the effect of potential City actions (such as changes in zoning and land use controls) on the market for affected properties. The purpose of the analysis is to evaluate the economic market for transit-oriented land uses surrounding potential station area developments, and market/land use impacts on other areas affected by the project.

Station Area Planning: The station area planning process will be used to define how the City, in conjunction with 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 but may be completed earlier than neighborhood plans. RTA staff will participate with the City in this planning process. The planning effort will result in area development objectives and recommended changes to land use and zoning requirements in order to promote those objectives. It will also identify changes to street configurations, utilities, sidewalks, and other physical infrastructure desirable to support those area development objectives.

City Council Consideration and Action: The Tukwila City Council will consider the collective results from the market analysis and station area planning processes, and will take actions it deems appropriate, consistent with Ch. 36.70A RCW (Growth Management Act), Ch. 81.104 (High Capacity Transportation Systems), and other applicable laws. Council action could take a variety of forms, including changes to City-wide zoning policies and regulations, 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:

City Deliverables	Target Date
1. Review of alignment and station location options as to community and environmental impact, compatibility and integration with local and regional transportation systems, ongoing community plan development and other City planning efforts, and relationship to City planning goals.	during Draft SEIS preparation in 1998
2. Phase One Market Assessment completed  Phase Two Market Assessment completed	July 1, 1998  90 days after RTA adoption of preferred alignment and station locations
3. Station-Area Planning completed	within 270 days after RTA adoption of preferred alignment and station locations
4. City Council Consideration and Action	within 60 to 120 days after RTA completion of the Final EIS on the LRT project

- H. In consideration for the City's development and implementation of the work plan, the RTA will pay the City \$600,000.00 (six hundred thousand dollars). This amount shall be paid to the City in installments as follows: 20% upon RTA approval of the City's work plan; 40% upon RTA completion of the Draft EIS; 20% following the completion of the market assessment; and 20% following the completion of station-area planning. This payment schedule assumes that the RTA will achieve the schedule objectives and target dates set forth by Section VI, above. In the event the RTA fails to meet this schedule, particularly with regard to preparation of the Draft EIS, the City may request an interim payment. Such interim payment shall not be unreasonably withheld.

- I. 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. 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.
- J. The Parties acknowledge that subsequent agreements may be necessary to implement the work plan, consistent with the requirements set out in this section.

**X. RIGHT OF WAY ACQUISITION AND PRESERVATION**

- A. The Parties desire to establish a coordinated process for identifying, acquiring, and preserving rights of way and participating in the right of way preservation review process. To the extent that acquisition of rights of way is necessary for the Project, the RTA will play the lead role and will manage all Project-related contact with property owners or their agents. The Parties agree to negotiate subsequent agreements or make such arrangements as necessary and appropriate to enable the RTA to acquire rights of way that may be required for the Project.
- B. As to rights of ways for potential future HCT development, HCT legislation provides for the Puget Sound Regional Council ("PSRC"), as the designated regional transportation planning organization, to coordinate a right of way preservation review process. RCW 81.104.080(5). Upon request by the PSRC and consistent with the HCT legislation, the City agrees to enter into an agreement with the PSRC for purposes of participating in the right of way preservation review process. Among other things, said agreement will provide for the City to forward all development proposals in future HCT corridors to the PSRC and include activities to promote preservation of HCT rights of way.

**XI. PUBLIC INVOLVEMENT**

The RTA will manage public and community involvement activities at all levels with the cooperation and participation of the City as agreed. The City's participation in these activities will not be subject to RTA compensation. These activities include, but are not limited to:

- the TAC (See Attachment C);
- public meetings, hearings, station area workshops, and design charrettes related to the design alternatives contained in the environmental document; and
- ongoing updates on the progress of the station design, development and construction.

## **XII DISPUTE RESOLUTION**

- A. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives shall 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 shall notify the other in writing of any problem or dispute that the Designated Representatives believe 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. In the event a Designated Representative is unable to meet during this period, the parties shall:
- agree to a specific alternative date;
  - designate another person to meet in the absent Designated Representative's place; or
  - agree to elevate the problem or dispute to the level described by subsection C, below.
- C. In the event the Designated Representatives cannot resolve the dispute, the RTA Executive Director and the Mayor of the City or their designee shall meet and engage in good faith negotiations to resolve the dispute.
- D. The 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 signed by both Parties, after authorization by each Party's respective governing body and shall have a term of 10 years from the date of execution unless terminated earlier as provided herein. Either Party may terminate this Agreement by written notice to the other 30 days in advance of the termination date. The Parties may amend this Agreement or enter subsequent agreements, as desired, with the appropriate authorization of each Party.
- B. Subject to the provisions of Section XII, nothing in this agreement will serve to limit the ability of the parties to seek appropriate relief under applicable law or right separate from and independent of the terms of this agreement.



- C. This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues 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.
  
- D. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Washington.

**ATTACHMENT A**

**Designated Representatives**

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

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

**CITY OF TUKWILA**

Steve Lancaster, Director of Community Development  
Phone: (206) 431-3670  
Fax: (206) 431-3665

Ross Earnst (alternate)  
Director of Public Works  
Phone: (206) 433-0179  
Fax: (206) 431-3665

**ATTACHMENT B**

**Departmental Representatives**

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

Johnathan Jackson, South Corridor Manager  
Light Rail Transit Department  
(206) 684-6772

Valerie Rosenkrantz, Light Rail Transit  
Project Development Manager  
(206) 689-3542

Bill Houppermans  
Civil Engineering Manager  
(206) 689-7431

Les Durrant  
System Engineering Manager  
(206) 689-4901

**CITY OF TUKWILA**

City Departments

Planning and Land Use

Steve Lancaster  
Director of Community Development  
(206) 431-3670

Engineering and Public Works

Brian Shelton  
City Engineer  
(206) 433-0179

Law

Bob Noe  
City Attorney  
(206) 433-1872

Fire

Tom Keefe  
Fire Chief  
(206) 575-4404

Police

Keith Haines  
Assistant Police Chief  
(206) 433-1808

Parks and Recreational Facilities

Don Williams  
Parks and Recreation Director  
(206) 0179

## ATTACHMENT C

### Transit Advisory Commission

#### **Purpose:**

The purpose of the Transit Advisory Commission (the "TAC") is to involve the City, the RTA, and a broad group of interested and active citizens in a collaborative process for the design and development of the City's light rail line and stations. The TAC is intended to provide an effective and meaningful process for public and agency input so that the light rail system is a creation of the community in concert with the RTA, and that it is developed consistent with the schedule and budget objectives of the RTA.

The TAC is not intended to supplant standing committees of the City or to modify the City's land use review function. Rather, the TAC is intended to provide project-specific focus for decision making on station siting and design issues and to help accelerate permit review and processing by the City. By providing an opportunity for early involvement and decision making by all of the interested and affected parties, the review and permitting processes can proceed more quickly with fewer delays.

#### **Membership:**

The TAC will be comprised of residents of the community and business representatives, and others as appropriate. The TAC membership will be established by the City. The City of Tukwila will provide the RTA with a list of members. Appointment of any new member(s) to the TAC occurring after the execution of this agreement shall be done in consultation with the RTA.

#### **Work to be Performed:**

The members of the TAC will meet regularly to work on siting, design, and construction issues relating to the light rail station. The membership of the TAC will be involved in the review of environmental documents prepared for the project and will provide updates and recommendations to the Mayor and City Council. Other tasks include the alignment of rail services within the City; the type and placement of ancillary facilities such as park-and-ride lots and stations; the creation of transit hubs; and other associated activities and facilities related to the development and implementation of the RTA light rail transit project. As to designs, the light rail design and environmental team selected will work with the RTA, the TAC, and City Staff to arrive at designs that will be identifiable as an RTA facility, yet fit into the surrounding urban fabric and the City's own vision of itself.

The RTA will have a set of required elements for each light rail station. The adopted RTA budget for each station allows for the minimum required transportation related

improvements. However, the parties acknowledge that impact mitigation requirements may increase rail and station siting and development costs to the RTA. The City may seek other additional funding for additional improvements. Therefore the design program may entail more than just the standard platform, shelter, park-and-ride and bus connection elements.

**Schedule:**

The schedule for the work of the TAC will be coordinated with the overall Project schedule set out in the MOA between the RTA and the City. The RTA anticipates that the TAC will work intensely on assisting with the identification and evaluation of light rail alignment alternatives, which includes: vertical and horizontal alignment design; station area and ancillary facilities, and land use issues.

Regular meetings will occur at a convenient, accessible location in the City. Meetings will be held regularly on a schedule to be established in agreement with the City.

**Staffing:**

City staff will provide administrative and other staff support to the TAC. RTA staff will be provided with adequate notice of TAC meetings and encouraged to attend TAC meetings where the meeting agenda includes issues relating to the light rail system.

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