

**REGIONAL TRANSIT AUTHORITY**

**MOTION NO. 98-18  
BACKGROUND AND COMMENTS**

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

**ACTION:**

Approve a Memorandum of Understanding (MOU) establishing a cooperative relationship among RTA, the City of Tacoma and Pierce Transit. This MOU is an umbrella agreement to establish an organization structure and working relationship for coordination of work on all the Sound Move projects in and around downtown Tacoma and the Tacoma Dome district. This MOU will be supplemented by project-specific agreements for Link Light Rail, Sounder Commuter Rail, Regional Express and the Tacoma Dome Intermodal Station.

**BACKGROUND:**

Pierce Transit and the City of Tacoma have already been engaged in the development of parking structures and bus facilities at the Tacoma Dome, and Sound Move involves the further development by RTA of Regional Express bus services, a Sounder Commuter Rail station and track improvements, and a Link Light Rail Tacoma Dome station and extension to downtown Tacoma. It is essential that all three parties be involved in the development of additional facilities and services, and that our public involvement activities be fully coordinated. Through meetings of staff from all three agencies, a proposed structure for managing the coordination of all these work activities has been developed and is embodied in this MOU.

**RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:**

- Sound Move Plan
- Development programs for Link Light Rail, Sounder Commuter Rail and Regional Express buses reviewed by the Board prior to adoption of the 1998 Budget
- 1998 Adopted Budget

**KEY FEATURES:**

The MOU provides for a three level organizational structure to manage project development coordination, consisting of a Policy Committee, a Steering Committee and Technical Working Groups doing day-to-day work on each project. The MOU further makes the Steering Committee responsible for coordinating public outreach on all of the projects during project development.

**FUNDING:**

The MOU acknowledges the need to stay within Sound Move budgets, and provides for a general approach to reimbursement for City of Tacoma and Pierce Transit activities which RTA may request. Agreement on such reimbursement will be the subject of later project-level agreements.

**ALTERNATIVES:**

RTA could proceed with design, environmental and operations planning activities for Sounder Commuter Rail, Link Light Rail, and Regional Express in the downtown Tacoma and Tacoma Dome area on an individual project basis, without formal coordination or organizational structure. However, the potential for miscommunication and public misunderstandings resulting from uncoordinated public outreach meetings is substantial.

**CONSEQUENCES OF DELAY:**

This MOU is important as the basis for the project-level agreements that will follow. Link Light Rail proposes to bring the project-level agreement with the City of Tacoma (similar to the ones before the RTA Board with the Cities of Seattle, Tukwila and SeaTac), back to the RTA Board within a few weeks. Delay of this MOU for a few weeks would not be critical if it were adopted simultaneously with the Link project-level agreement.

**Regional Transit Authority  
Motion No. 98-18**

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 Understanding with the City of Tacoma and Pierce Transit.

**Background:**

Pierce Transit and the City of Tacoma have already been engaged in the development of parking structures and bus facilities at the Tacoma Dome, and Sound Move involves the further development by RTA of Regional Express business services, a Sounder Commuter Rail station and track improvements, and Link Light Rail Tacoma Dome station and extension to downtown Tacoma. It is essential that all three parties be involved in the development of additional facilities and services, and that our public involvement activities be fully coordinated. Through meetings of staff from all three agencies, a proposed structure for managing the coordination of all these work activities has been developed, and is embodied in the Memorandum of Understanding attached.

The Memorandum of Understanding (MOU) establishes a cooperative relationship among RTA, the City of Tacoma and Pierce Transit. This MOU is an umbrella agreement to establish an organization structure and working relationship for coordination of work on all the Sound Move projects in and around downtown Tacoma and the Tacoma Dome district. This MOU will be supplemented by project-specific agreements for Link Light Rail, Sounder Commuter Rail, Regional Express and the Tacoma Dome Intermodal Station.

**Motion:**

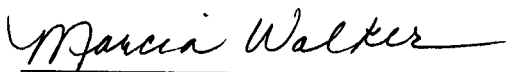
It is hereby moved by the Board of the Regional Transit Authority that the Executive Director be authorized to sign the attached Memorandum of Understanding with the City of Tacoma and Pierce Transit.

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

**MEMORANDUM OF UNDERSTANDING  
ESTABLISHING A COOPERATIVE RELATIONSHIP AMONG THE  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,  
THE CITY OF TACOMA, AND PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT  
AREA AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING IS MADE THIS \_\_\_\_\_ day of March, 1998 among the Central Puget Sound Regional Transit Authority (hereinafter referred to as RTA), the City of Tacoma (hereinafter referred to as City), and Pierce County Public Transportation Benefit Area Authority (hereinafter referred to as Pierce Transit).

**1. RECITALS**

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

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

- **Light rail** – 25 miles of new track with 24 stations in three segments: downtown Seattle north to the University District and potentially to Northgate; downtown Seattle south through Southeast Seattle and Tukwila to SeaTac; and downtown Tacoma to Tacoma Dome Intermodal Station.
- **Commuter rail** – rush hour passenger service on 81- miles of existing train tracks stretching the north/south length of the district between Everett, Seattle, Tacoma, and Lakewood; includes building/improving 14 stations (including a South Tacoma Station and the Tacoma Dome Station), making track improvements, and upgrading a signal control system.
- **Regional Express Bus/HOV Systems** – 20 new regional bus routes operating predominately on the State's high-occupancy-vehicle ("HOV") lanes; includes building special HOV access ramps to the freeway HOV-lane network, and numerous transit facilities such as transit centers and park and ride lots.

WHEREAS, City is a first class city operating under the laws of the State of Washington,

WHEREAS, City owns and operates City streets, public utilities and other infrastructure improvements within the City boundaries, where transit improvements are proposed. City is responsible for administering state and local land use laws and development regulations that will apply to development of RTA facilities and improvements,

WHEREAS, Pierce Transit is a Public Transit Benefit Area Authority, established under RCW Chapter 36.57A, vested with the powers necessary to construct and operate a public transportation system benefiting Pierce County residents,

WHEREAS, Pierce Transit provides fixed-route, specialized transportation, vanpool, ridematching and intercounty express service to Olympia and Seattle; and owns and operates the Tacoma Dome Station, a 1200 stall parking facility in the Dome District and intends to develop Phase II of the station with another 1000 stalls to support expanded Seattle Express service along with commuter rail and light rail service, and

WHEREAS, constructing and operating the *Sound Move* plan in Tacoma and implementing the *Sound Move* plan as an integrated transit system within the Pierce Transit service area is an exceedingly complex task, requiring maximum cooperation among RTA, City and Pierce Transit,

WHEREAS, RTA, City and Pierce Transit wish to establish an organizational structure for coordinating the design, permitting, construction, and operation of capital projects listed in *Sound Move* and related capital projects, and for coordinating public transit services and other services provided by the parties,

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

## 2. PURPOSE

The purpose of this Memorandum of Understanding is to establish working principles by and among RTA, City, and Pierce Transit to facilitate the design, permitting, construction, and operation of capital projects listed in *Sound Move* and related capital projects, coordinate and expedite public transit services and other services provided by the parties; and provide for future agreements among the parties dealing with specific programs or projects related to *Sound Move*.

The objectives of this Memorandum of Understanding include, but are not limited to addressing the following issues:

- Describe general working relationships.
- Commit to expedited review.
- Define roles and responsibilities
- Intend to execute future agreements

### 3. PRINCIPLES

The RTA, the City, and Pierce Transit hereby agree to adhere to the following principles as they proceed with their mutual roles in the implementation of *Sound Move* and related projects.

- A. *Sound Move* investments are first and foremost to improve access, speed and reliability of public transit in the central Puget Sound region.
- B. The projects and services implemented for *Sound Move* and related projects will be of high quality, consistent with approved financial plans and open for service on schedule.
- C. Within the constraints of *Sound Move* budgets and schedules, it is acknowledged that RTA investments may secondarily support City plans for improvements in land use, community livability, and economic development.
- D. It is acknowledged that the parties are committed to high-quality transportation services and the long-term interests of the citizens of Tacoma, Pierce County, and the central Puget Sound region. The programs of Pierce Transit and RTA will be integrated to the maximum extent possible within the timing and funding of *Sound Move*. Specific responsibilities will be addressed through project-level agreements.
- E. The parties will coordinate their respective planning, environmental, and capital development and service programs to take advantage of opportunities to reduce cost and increase benefit. Allocation arrangements will be negotiated between relevant entities to ensure that the cost of joint projects are shared or assigned as appropriate.
- F. Pierce Transit RTA, and the City will work together to pursue additional grants or other funds when value can be added to specific capital or operating projects or when expanded or additional projects can bring significant benefits to public transportation.
- G. Pierce Transit and RTA will attempt to coordinate and manage construction schedules in such a way as to minimize public disruption.
- H. Recognizing the above principles and the complexities of the tasks involved in them, the parties will take steps to expedite processes, including, but not necessarily limited to:
  - Identify qualified staff representatives and authorize them to form working teams for programs or projects to ensure timeliness and effectiveness.
  - Organize functions to ensure good communication between team representatives and between teams and the respective organizations.

- Provide executive oversight and direction to the assigned teams to ensure the performance of assigned missions.
  - RTA will pay the direct cost of environmental documentation, permitting, design, and construction of *Sound Move* projects and services and will reimburse City or Pierce Transit for performing specific management tasks arranged through written agreements with RTA Program Managers.
  - Assure that the respective organizations will give priority to the reviews and approvals related to this Memorandum of Understanding.
  - Evaluate task completion on an ongoing basis to minimize time required to design and construct projects and if the risk is acceptable, run tasks in parallel instead of sequentially.
  - To the extent reasonable, combine related projects for community involvement, environmental documentation, and preliminary engineering.
- I. The Steering Committee (described below under Organizational Structure) will provide direction on the community involvement process. The parties agree to coordinate public outreach regarding the Downtown Tacoma Plan and station area planning, Light Rail (LINK), commuter rail, express bus, park and ride and other transit planning and construction efforts to provide accessible and meaningful public participation. The intent is clear communication with interested citizens and stakeholders in a manner that provides comprehensive understanding of the interrelationships among the various projects and transportation modes in the Downtown Plan area and South Tacoma Station area. RTA will play the lead role on community involvement in connection with RTA facilities. City will play the lead role for community involvement in connection with City Comprehensive Plan, Downtown Plan, land uses, economic development, transit-oriented development and City capital improvements. City and RTA will closely coordinate and support one another's community involvement activities and will provide roles for Pierce Transit as appropriate. Pierce Transit will play the lead role in connection with changes in transit service, provision of bus-related facilities, and development of Phase II of the Dome District Station parking and bus facilities.
- J. It is acknowledged that issues will arise during the course of implementing *Sound Move* and related projects, and that the differing missions of the parties may lead to conflict concerning the resolution of those issues. As those occasions arise, it is pledged that issues of conflict will be referred to an appropriate resolution process to reach agreement expeditiously and at the lowest level of hierarchy. The spirit of these discussions will ensure rapid resolution, maximum cooperation, respect for financial responsibilities, and high integrity of individuals and organizational missions.

#### 4. FUTURE AGREEMENTS

This Memorandum of Understanding is intended to provide the principles that describe the relationship among the parties. It is understood that as the relationship develops, it may be appropriate to add to the principles or modify those stated here. In addition, more specificity will be needed to guide the relationship for particular programs or projects. Therefore, two tiers of agreements will be required to describe the relationship comprehensively.

##### A. Tier I: General Understanding

This Memorandum of Understanding will serve as an umbrella agreement that describes the general relationship among the parties and describes the intended approach to be taken for all projects.

##### B. Tier II: Project Understandings

Each project is somewhat different, requiring specific arrangements between RTA and relevant entities, which may include the City, Pierce Transit and/or additional parties. An agreement will be developed for each project that incorporates more detailed approaches to problem solving, cost sharing, and program integration and reimbursement for performing specific management activities related to the respective programs. For example, the parties anticipate that they will enter project-level agreements regarding the Tacoma Dome Station, Commuter Rail facilities and stations, LINK/Electric Rail facilities and stations, and Regional Express facilities and services.

#### 5. ORGANIZATIONAL STRUCTURE

Coordination among RTA, City and Pierce Transit will be accomplished using the following organizational structure: Policy Committee, Steering Committee, and Technical Working Groups. The Policy Committee will consist of a City Council Member, the City Manager, Pierce Transit Executive Director, and RTA Executive Director. The Policy Committee will meet on an as needed basis to determine issues of general policy. The Steering Committee consists of the City Department Directors for Public Works and Planning and Development Services; the RTA Department Directors for Light Rail, Commuter Rail, and Regional Express; and the Pierce Transit Development Director and Special Assistant to the Executive Director. The Steering Committee will meet on an as needed basis to make recommendations on issues such as alignment and station alternatives and community involvement plans and to provide direction to staff and the Technical Working Groups. The Technical Working Groups consist of assigned staff and in some cases, citizens interested in the projects. Several Working Groups are expected to be established: Light Rail Working Group, South Tacoma Station Working Group to include citizens, Tacoma Dome Station Working Group, and others as needed. The Working Groups will meet on an as needed basis to coordinate the staff level work needed to accomplish the projects.

#### 6. FUNDING



The RTA, City and Pierce Transit mutually acknowledge the need to complete projects for Tacoma identified in *Sound Move, Phase I*, on schedule and within budget. These projects include Commuter Rail from Lakewood to Seattle, with a multi-modal Tacoma Dome station and a South Tacoma Station; Light Rail from the multi-modal Tacoma Dome station to the Tacoma Central Business District/Waterfront, with four stations in addition to the Tacoma Dome station; and Regional Express bus routes from the Tacoma Dome station to other locations in the region. While a budget has been established for each of these modal elements, savings realized in one element within the Pierce County sub-area may be applied to the completion of another element within the Pierce County sub-area, if approved by the RTA Board.

The RTA recognizes that it will require cooperative and joint efforts among the RTA, Pierce Transit, and the City to complete transit development in the City on schedule and within budget. To help accomplish this, the RTA recognizes that it is in the RTA's best interest to contract with the City and/or Pierce Transit for certain services and products related to transit development and to reimburse the City and/or Pierce Transit for the costs of these services and products.

The RTA agrees to reimburse the City for the costs associated with particular tasks that:

- Are required as a direct result of the implementation of the RTA's projects in the City;
- Are not otherwise the City's responsibility to undertake; and
- The RTA asks the City to undertake.

This will include tasks that the RTA asks the City to complete on a shorter schedule than the City would otherwise follow. Reimbursement for specific costs, including permitting and construction costs, will be addressed in future Tier II project agreements.

Each party will fund the costs of their own coordination and communication activities to implement this Memorandum of Understanding. RTA may reimburse City or Pierce Transit for specific management or production activities arranged for under agreements pertaining to specific RTA projects.

#### **7. AMENDMENTS**

This Memorandum of Understanding may be amended by written agreement of the parties.

#### **8. GOVERNING LAW**

This Memorandum of Understanding shall be governed by the laws of the State of Washington.

#### **9. INDEMNIFICATION**

The parties will negotiate appropriate and reasonable indemnification agreements for each project-level agreement.

#### **10. SEVERABILITY**

If any portion of this Memorandum of Understanding is found to be unenforceable by a court of competent jurisdiction, the remaining forms and provisions unaffected there shall remain in full force and effect.

#### **11. TERMINATION**

This Memorandum of Understanding may be terminated by any party hereto with advance written notice sufficient to permit the remaining parties hereto to reasonably assume the responsibilities being performed by the terminating party. Such termination shall not effect the termination of any other agreement between any or all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

**City of Tacoma**

**Central Puget Sound Regional  
Transit Authority**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

ATTEST:

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**Pierce County Public Transportation  
Benefit Area Authority**

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Approved as to Form

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RTA: Legal Counsel