

**REGIONAL TRANSIT AUTHORITY**

**RESOLUTION NO. 98-9**

**Memorandum of Understanding between the RTA and King County  
BACKGROUND AND COMMENTS**

<b>Meeting:</b>	<b>Date:</b>	<b>Agenda Item:</b>	<b>Staff Contact:</b>	<b>Phone:</b>
<b>Executive Committee</b>	<b>4/3/98</b>	<b>No. 6</b>	<b>Agnes Govern</b>	<b>206-684-1673</b>
<b>Board of Directors</b>	<b>4/9/98</b>		<b>Jennifer Belk</b>	<b>206-689-7609</b>

**ACTION:**

Approval of Resolution 98-9, authorizing the execution of a Memorandum of Understanding with King County establishing a cooperative relationship and working principles by and between RTA and King County to facilitate the design, construction, operation, and maintenance of capital projects listed in *Sound Move*; the design, integration and implementation of public transportation services provided by each agency; and to provide for future agreements coordinating specific programs or projects related to *Sound Move* and King County's transportation programs.

**BACKGROUND:**

Constructing and operating the improvements contained in *Sound Move* requires cooperation and coordination with other service providers in the region. King County is a major service provider that owns and operates transit facilities and services in King County. This agreement establishes an ongoing relationship that allows the RTA and King County to cooperate on project development and the provision of an integrated transportation network for riders within and around King County.

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

- Adoption of System Plan (May 31, 1996)
- Adoption of Implementation Guide (May 22, 1997)
- Interlocal Agreement Outlines (Letter to the Board, June 18, 1997)

**KEY FEATURES:**

- Authorizes the Executive Director to execute a Memorandum of Understanding with King County pertaining to the relationship of King County and RTA in general.
- Establishes an umbrella understanding within which individual project-level agreements can be negotiated consistently and expeditiously using the normal delegation of contracting authority. Establishes separate program understandings with Regional Express, Sounder-Commuter Rail, and Link – Light Rail.
- Authorizes the Executive Director or his/her designee to make changes to the Memorandum of Understanding only at the direction of the Board.

- Commits both RTA and King County to expedited processes for planning, designing, and constructing projects and integrating programs and services.
- RTA and King County agree to cooperate with each other and other regional transit agencies toward meeting the *Sound Move* promise to the voters of seamless regional public transportation.
- Commits both RTA and King County to develop an ongoing process to ensure that services are integrated to provide appropriate connections, feeder service, and other new services to meet public transportation needs.
- Provides for joint projects where appropriate with equitable and appropriate cost assignment.

**FUNDING:**

Coordination activities would be funded by the respective agencies. RTA participation in joint projects would be funded based on such factors as benefits accrued and ongoing operation and maintenance costs. Project level agreements with King County for professional technical services would be based on specific deliverables within a given timeline and be charged to budgets of the specific projects being assisted. When the contracted service or product benefits both parties, it is expected that costs will be shared. It is RTA's policy to reimburse King County and other agencies for services the RTA would otherwise hire staff or consultants to perform. It is not RTA's intent to reimburse King County or other agencies to cover fixed costs of staff or to pay King County or other agencies for work performed within their general scope of responsibilities.

**ALTERNATIVES:**

The successful implementation of an integrated regional network of public transportation services and facilities cannot be accomplished without establishing cooperating working relationships and principles with our partners.

**FUTURE ACTIONS EXPECTED:**

Project agreements may be negotiated between King County and RTA which deal with specific services. These agreements will be executed consistent with normal delegated authority for both agencies depending on contract amounts. These agreements would be signed by the appropriate official at King County and at RTA in compliance with pertinent Board policy on delegation of authority in effect at the date of execution.

**CONSEQUENCES OF DELAY:**

RTA and King County have begun to form the cooperative relationship described in these principles, as well as, discuss specific contractual services. This beginning would be enhanced by timely official action supporting an on-going, cooperative relationship.

## REGIONAL TRANSIT AUTHORITY

### RESOLUTION NO. 98-9

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region establishing a cooperative relationship and working principles by and between RTA and King County to facilitate the design, construction, operation, and maintenance of capital projects listed in *Sound Move*; the design, integration and implementation of public transportation services provided by each agency; and to provide for future agreements coordinating specific programs or projects related to *Sound Move* and King County's transportation programs.

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; and

WHEREAS, King County is a home rule charter county with broad powers to provide public transportation within King County consistent with Article XI Section 4 of the Washington Constitution; and

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

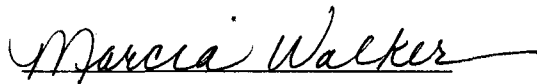
NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director of the RTA is hereby authorized to execute a Memorandum of Understanding with King County, essentially in the form of the attachment, establishing a cooperative relationship and working principles to facilitate the design, construction, operation and maintenance of capital projects listed in *Sound Move*; the design,

integration and implementation of public transportation service provided by each agency;  
and providing the basis for future contract agreements covering specific programs and projects.

ADOPTED by the Board of the Central Puget Sound Regional Transit

Authority at a regular meeting thereof held on the 9<sup>TH</sup> day of April 1998.

ATTEST:



Marcia Walker  
Board Administrator



Bob Drewel  
Board Chair

**MEMORANDUM OF UNDERSTANDING  
ESTABLISHING A COOPERATIVE RELATIONSHIP BETWEEN THE  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY  
AND KING COUNTY**

THIS Memorandum of Understanding is made this \_\_\_\_\_ day of April, 1998, between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "RTA") and King County (hereinafter referred to as "the County").

**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, the County is a home rule charter county with broad powers to provide public transportation within King County consistent with Article XI Section 4 of the Washington Constitution;

WHEREAS, the County owns and operates an extensive system of buses, vanpools, accessible services vehicles, park and ride lots, transit centers, transit hubs, and other transportation facilities within King County;

WHEREAS, the County owns and operates a major bus system and provides extensive transportation services within corridors that will be served by RTA's light rail program;

WHEREAS, the County coordinates with other transportation services providers including Community Transit of Snohomish County, Pierce Transit, Everett Transit, and the Washington State Ferry System to provide seamless transportation services for riders within and around King County;

WHEREAS, success of RTA and the County bus service in King County is heavily dependent upon close cooperation for the provision of a seamless system to transit users. RTA and the County recognize the need to collaborate to design transit routes and facilities to effectively and efficiently provide bus service to the communities;

WHEREAS, the RTA will be making significant investments in HOV access, community connections, light rail, commuter rail, and express bus operations. The RTA has an on-going interest in how the system is developed, implemented, and maintained. King County has a significant investment in the current bus system and has an on-going interest in how the new, expanded, and integrated system is developed, implemented, and maintained;

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

including King County's and use a regional fare structure. The new facilities and services include:

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

WHEREAS, constructing and operating these improvements within King County is an exceedingly complex task, requiring maximum cooperation and efficient utilization of resources between RTA and the County;

WHEREAS, operating a seamless and efficient transportation system within the County requires the coordinated use of financial resources, personnel, and expertise;

WHEREAS, *Sound Move* contemplates the County providing integrated bus services and operating bus service for the RTA.

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

## 2. PURPOSE

The purpose of this Memorandum of Understanding is to establish working principles by and between RTA and the County to facilitate the planning, design, construction, operation, and maintenance of capital projects listed in *Sound Move*; design, integrate, and implement public transportation service provided by each agency; and provide for future agreements coordinating specific programs or projects related to *Sound Move* and the County's transportation programs.

### 3 SPECIFIC GOALS

The goals of this Memorandum of Understanding are as follows:

- Describe the general working relationship between the County and RTA that will pertain to all RTA programs.
- Commit to expedited processes for planning, designing, and constructing projects and integrating programs and services.
- Create a framework for subsequent agreements pertaining to the relationship between the County and individual RTA lines of business (i.e.; Regional Express, Sounder, and Link).
- Establish a process for implementing a seamless public transportation system.
- Create an agreement that will be the foundation for future agreements for programs and projects.

### 4. PRINCIPLES

The County and the RTA hereby agree to the following principles as they proceed with their mutual roles in implementing *Sound Move*.

- A. The State Legislature has charged the RTA with planning, building, and operating a high-capacity transit (HCT) system for the region. As defined in RCW 81.104.015 (1),  
“High capacity transportation system means a system of public transportation services within an urbanized region operating principally on exclusive rights of way, and the supporting services and facilities necessary to implement such a system, including interim express services and high occupancy vehicle lanes, which taken as a whole, provides a substantially higher level of passenger capacity, speed, and service frequency than traditional public transportation systems operating principally in general purpose roadways.”
- B. *Sound Move* investments will improve access, speed, and reliability for users of public transit in the Central Puget Sound Region.
- C. The projects and services implemented for *Sound Move* will be of high quality, consistent with approved financial plans, and open for service on schedule.
- D. It is acknowledged that both RTA and the County are committed to high-quality transportation services and the long-term interests of the citizens of Central Puget Sound. The programs of the County, other transit operators, and RTA will be integrated to the maximum extent possible within the timing and funding of *Sound Move*. Responsibility for liabilities and risks will be addressed through specific project agreements.
- E. *Sound Move* promised the voters seamless regional public transportation. The implementation of this system consists of service coordination, fare integration, and

common fare media. The County and RTA agree to cooperate with each other and with other regional transit agencies toward those objectives.

- F. RTA services (Regional Express, Sounder, and Link) may require the restructuring of some King County bus service routes. The County and RTA commit to developing an ongoing process to ensure that services are integrated to provide appropriate connections, feeder service, and other new services to meet public transportation needs within King County. RTA and the County commit to an overall program that recognizes each other's financial obligations and fiscal requirements as part of this ongoing service design process.
- G. The County and RTA will coordinate respective capital programs and services with the local jurisdictions that will be impacted to reduce costs and increase benefits for the agencies, local jurisdictions, and the citizens of the State of Washington.
- H. Cost allocation arrangements and ultimate property ownership will be negotiated on a case-by-case basis among the RTA, the County, the Washington State Department of Transportation, as well as impacted local jurisdictions. Cost allocation agreements will ensure equitable and appropriate cost assignment of joint projects based on such factors as, including but not limited to, benefits accrued and ongoing operation and maintenance costs. Both RTA and the County may forego ownership rights at any location in exchange for a perpetual non-exclusive right to use the property or portion of property acquired for transit and passenger or transit-related use.
- I. The County and RTA will work together and with local jurisdictions to pursue additional grants or other funds when value can be added to specific capital projects or when added or expanded projects can improve transit speed and reliability.
- J. The County and RTA will coordinate and manage construction methods and schedules to minimize disruption to transit operations, inconvenience to transit customers and the general public, and maximize efficient construction schedules with the contracting community.
- K. The County and RTA will coordinate and manage service changes for the maximum benefit of the County and RTA customers.
- L. The County and RTA will work together and with other transit agencies to develop a coordinated regional customer service and marketing strategy.
- M. Recognizing the above principles and the complexities of the tasks involved in them, RTA and the County will take steps to expedite processes including, but not necessarily limited to, the following steps:
  - Identify qualified representatives and authorize them to form teams for programs or projects to ensure timeliness and effectiveness.



- Organize functions to ensure good communication between team representatives and between teams and the respective organizations.
  - Provide executive oversight and direction to the assigned teams to ensure the performance of assigned missions.
  - RTA and the County agree to delegate responsibility within their respective organizations to expedite the reviews and approvals related to this Memorandum of Understanding.
  - Evaluate processes on an on-going basis to minimize time required to design and construct projects, and where the risk is acceptable to both, run processes in parallel instead of sequentially.
  - To the extent reasonable, combine joint projects and related projects for community involvement, environmental documentation, and preliminary engineering, design, and construction.
  - Identify and include qualified MWBE/DBEs in contracts and subcontracts.
- N. The RTA will perform the lead role on community involvement for *Sound Move* projects and will ensure public information roles for King County and local jurisdictions appropriate to the mode and geographical scope of the specific project.
- O. The parties acknowledge that they have many objectives in common. However, issues may arise during the course of implementing *Sound Move*, and that the differing missions of the County and RTA may lead to disagreement or conflict concerning the resolution of those issues. As those occasions arise, it is pledged that issues of conflict will be referred to the appropriate resolution process to reach agreement expeditiously and at the lowest level of hierarchy. The spirit of these discussions will ensure rapid resolution, maximum cooperation, respect for financial responsibilities, and high integrity of individuals and organizational missions.

## 5. FUTURE UNDERSTANDINGS AND AGREEMENTS

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

### A. Tier 1: Principles of General Understanding

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

B. Tier 2: Program Understandings

Detailed agreements, consistent with the principles and objectives described herein, will be developed between the Parties for the light rail, commuter rail, and regional express bus RTA lines of business. Such agreements will cover each party's roles, responsibilities, funding, and project timelines.

C. Tier 3: Project Agreements

Specific project agreements will be developed by RTA, the County, and other agencies as warranted. In these cases, the normal delegation of contracting authority will be used to approve contracts of varying cost and complexity.

*Sound Move* improvements will be implemented in phases and project groups. Projects will be developed over the 10-year implementation of *Sound Move* by phases such as Preliminary Engineering, Final Design, Right-of-Way Acquisition, and Construction. During each phase, the RTA and the County may either amend or develop additional Memoranda of Understanding. In certain projects, the County may provide technical services and joint management or assume operational responsibilities and/or maintenance. These agreements may include joint project development strategies and cost sharing arrangements.

## 6. FUNDING

The Parties recognize that cooperative and joint efforts are required to complete the RTA program on schedule and within budget. To accomplish this, the Parties agree that it is in the RTA's interest to contract with the County for certain services and products related to RTA projects, and to reimburse the County for the costs of these services and products. It is RTA's policy to reimburse the County and other agencies for services the RTA would otherwise hire staff or consultants to perform. It is not RTA's intent to reimburse the County or other agencies to cover fixed costs of staff or to pay the County or other agencies for work performed within their general scope of responsibility.

In general, RTA and the County agree to pay the costs of their own participation in coordination activities. Coordination activities include attendance at meetings with the other Party, policy discussions, involvement in collaborative siting and design processes where there is a benefit to both programs and no specific work product is being delivered by the County on behalf of the RTA. When the contracted service or product benefits both Parties, it is expected that costs will be shared and compensation negotiated on a case-by-case basis in project-level agreements.

Agreements for specific products, deliverables, or services to be provided by the County employees for managerial, professional, or technical services will be negotiated by the Parties' project managers. Final project-level agreements will include a scope, schedule, and budget; and agreements will consider and address the following elements:

In project level agreements, RTA agrees to reimburse the County for the costs associated with particular tasks that:

- Are required because of the implementation of the RTA's *Sound Move* projects in King County;
- Are not otherwise the County's responsibility to undertake; and
- RTA asks the County to undertake.

This may include tasks that RTA asks the County to complete on a shorter schedule than the County would otherwise follow.

In general, the RTA will not reimburse the County for the costs associated with the following in project level agreements:

- Coordination between RTA and the County normally provided as between governmental agencies.
- County services provided in the ordinary course of business and on the County's usual time schedule.
- County services that are already covered by existing land use, permitting, or other fee ordinances.

The compensation will be agreed to in advance for each required product or employee service and signed by an authorized representative of both Parties. Agreed costs will be charged to RTA budgets for light rail, commuter rail, or regional express bus service as appropriate.

As negotiated between RTA and the County project managers, RTA may reimburse the County for research, technical, expedited permitting, and management activities or products delivered for specific RTA programs and projects.

Services that RTA may decide on a case-by-case basis to purchase at the project level from the County include, but are not limited to, transportation planning and system design for services and facilities; construction management; grant services; community relation services; procurement of goods, services, and equipment; cost analysis; auditing; contract management; equipment maintenance; facilities management; public communications; public safety; transit safety; hardware and software design and network implementation; real property acquisition and transfer; transit-oriented development services, Federal Transit Administration regulation and compliance; transit operations; electrical power distribution and management; regional fare coordination; research and market strategies; pass sales; customer services; rider information; rideshare; vanpools; accessible services; commuter trips.

Either RTA or the County may initiate a request for services or compensation for the deliverable product or service needed. If the Parties disagree that compensation should be paid by RTA to the County for prospective services or products, the County reserves the right to decline to provide the requested service or product.

## **7. AMENDMENTS**

This Memorandum of Understanding and its exhibits may be amended at any time by mutual agreement of the Parties, provided that said amendments must be approved and signed by RTA Executive Director or designee and the King County Executive or designee and provided further that any amendment that, in their judgment, constitutes a material change to this Memorandum of Understanding must be approved by RTA Board of Directors and the King County Council.

## **8. DISPUTE RESOLUTION**

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

- A. RTA Program Managers and the County Program Managers to be identified on a project-by-project basis shall use their best efforts to resolve disputes and issues arising out of or related to the tasks and services covered by this Memorandum of Understanding. The Program Managers will jointly cooperate in providing staff support to facilitate the performance of this Memorandum of Understanding and the resolution of any issues or disputes arising during the term of the Memorandum of Understanding.
- B. Each Program Manager shall notify the other in writing of any problem or dispute that they believe needs formal resolution. The Parties shall meet within three (3) business days of receiving the written notice to attempt to resolve the dispute. The Parties may, but shall not be required to, utilize the services of a mediator to assist with problem identification and resolution.
- C. In the event the dispute parties cannot resolve the dispute, the appropriate RTA Department Director and the King County Department of Transportation Director will meet and engage in good faith negotiations to resolve the dispute.
- D. In the event that the RTA Department Director and King County Department of Transportation Director cannot resolve the dispute, RTA Executive Director and King County Deputy Executive shall meet and engage in good faith negotiations to resolve the dispute.
- E. RTA and the County agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

## **9. INDEMNIFICATION**

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

**10. TERMINATION**

This Memorandum of Understanding may be terminated upon the mutual consent of the Parties with 90 days advance notice. Both parties acknowledge that the success of the regional transportation program requires their willingness to work collaboratively to achieve the goals and objectives articulated in this agreement.

**11. ENDORSEMENT**

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

For King County

For Central Puget Sound Regional  
Transit Authority

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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**EXHIBIT A**  
**MEMORANDUM OF UNDERSTANDING**  
**ESTABLISHING A PROGRAM UNDERSTANDING WITH KING COUNTY**  
**REGARDING REGIONAL EXPRESS/HOV PROGRAM**

**1. PURPOSE OF REGIONAL EXPRESS PROGRAM UNDERSTANDING**

The purpose of this Program Understanding is to establish a working relationship between the Central Puget Sound Regional Transit Authority (“RTA”) and King County (“the County”) for the Regional Express Program elements of *Sound Move* located within King County. These elements include implementation and operations of the HOV expressway, regional express buses, community connections, and systems integration activities and supplement the MOU dated April \_\_, 1998.

**2. SPECIFIC GOALS**

The specific goals of this Program Understanding are as follows:

- Projects and Roles: Identify projects and establish roles for planning, design, construction, operation, and maintenance of HOV Access and Community Connections facilities within the County; and
- Cost Sharing and Integration: State principles applicable to cost sharing and integration of the King County Department of Transportation (“KCDOT”) and the RTA’s Regional Express programs through agreements to be negotiated by RTA and the County.

**3. GENERAL UNDERSTANDINGS**

- Capital Investments: RTA budgeted \$587 million for Regional Express capital investments within the County. RTA Regional Express capital investments in the County will be used extensively by the County transit service. The County involvement in the location and design of these facilities is, therefore, critical to their success.
- Shared Facility Use: The County will receive benefits in terms of increased speed and reliability of their transit services by utilizing RTA funded facilities. In exchange, RTA will use the County facilities to provide public transportation services. Terms of facility use will be established in subsequent agreements.
- Effective Collaboration: Success of RTA and the County bus service in King County is heavily dependent upon close cooperation for the provision of a seamless system to transit users, and that they will need to collaborate with local jurisdictions to design transit routes and facilities to effectively and efficiently provide bus service to the communities.
- Mutual Goals: The County and RTA desire to maximize their financial investments, to minimize redundancy of effort and re-work, and to collaborate to maximize public benefit realized from their projects.

- Liability, Risk and Indemnification: Responsibility for liabilities and risks will be addressed through specific project agreements. Appropriate, reasonable, indemnification agreements shall be negotiated in good faith for each project agreement.

#### 4. AGREEMENTS

RTA and the County hereby agree to the following terms and conditions:

##### A. Cost of HOV Access and Community Connections projects.

- Financing: RTA will finance the cost of design, right-of-way acquisition, and construction of *Sound Move* HOV Access projects and Community Connections projects located within the County.
- Design Guidelines: RTA and the County will work with other relevant agencies to develop design guidelines for Community Connections park-and-ride lots and transit centers.
- Operation and Maintenance of Facilities: The County intends to retain responsibility for maintaining and operating Community Connection facilities in King County. A specific operation and maintenance agreement will be signed by both parties, establishing procedures and policies for the maintenance and operation of the facilities.
- Operation and Maintenance of Transit Amenities: The County intends to retain responsibility for operating and maintaining transit amenities located on HOV Access and Community Connections projects conveyed by RTA to WSDOT in the County. Possible amenities include passenger shelters, lighting, and signage.
- Joint Investment and Program Integration: RTA and the County will regularly survey opportunities for joint investment during each HOV Access and Community Connections project development stage, and seek grants or resources that may be used to implement related improvements that save money or increase benefit without compromising project schedules. RTA and the County support program integration that can be accomplished with budgeted resources or with resources that have high probability of being available at the end of the project development stage.
- Project Development Costs: Specific joint development projects will be conducted using a cost allocation formula between RTA, the County, and other parties to the joint project where a portion of the cost for project development and construction is assigned to each of the parties. A Party's contribution may be made in like-kind contributions or through other consideration deemed appropriate by the Parties. The Parties will plan joint development projects so that there is a "fall-back" option that requires less funds than are planned to be available. Thus, if at the time project development is commenced, part of the money to construct the facilities has not been committed, project development can proceed.
- Project Agreements and Scope Changes: RTA and the County also will enter into written agreements at the conclusion of the 30 percent design/preliminary engineering phase on joint projects. If estimated costs have escalated beyond funds previously

committed for final design and construction, the parties agree to renegotiate levels of participation. Such written agreements may include additional Parties, if appropriate. If subsequent to the written agreement, one of the Parties to a joint development delays the project or expands the scope of the project, the Party seeking the delay or expansion may be responsible for the cost of re-work and inflation impacts.

**B. Phasing and Sharing Responsibility of HOV Access and Community Connections Projects**

- **RTA Initial Implementation Phase:** RTA will identify its Initial Implementation Phase by grouping related HOV and Community Connections projects for the purposes of community involvement and environmental documentation. In establishing this Initial Implementation Phase, RTA will consider the critical paths for projects to prioritize commencement of the projects. RTA will give the implementation schedule for RTA Regional Bus Service considerable weight in determining these priorities.
- **Project-Level Agreements:** RTA and the KCDOT will enter specific project-level agreements for this Initial Implementation Phase. These project-level agreements will describe details particular to the projects in that grouping of projects, including but not limited to:
  - (a) **Environmental Review:** RTA will take the lead on environmental review and processes, unless otherwise agreed in particular project-level agreements.
  - (b) **Decision-Making Models:** Clear decision-making models will be agreed to for each project. These models will identify roles of the RTA Board, RTA staff, the County, WSDOT, federal agencies, local jurisdictions, resource agencies, stakeholders, and the public.
- **Community Involvement and Public Information:** RTA will take the lead on community involvement and ensure public information and involvement roles for KCDOT and the local government jurisdiction(s) appropriate to the geography of the projects within the groupings. The County will take the lead on community involvement for local public transportation connections projects and will ensure public information and involvement roles for RTA and the local government jurisdictions appropriate for the local public transportation program.
- **Additional Projects:** As workload allows and as the overall schedule requires, additional projects will be grouped. Project-level agreements that build on the knowledge gained during the first phase will be negotiated. The division of responsibility between the parties for subsequent phases will be determined based on schedule, funding, workload, and efficiency.



### C. Regional Bus Program

- Service Implementation: RTA and the County agree to work cooperatively towards the development of the Regional Bus Service Implementation Plan. The Service Implementation Plan will result in the design of new express bus services while maximizing integration between the regional and local transit services.
- Redeployable Service: An evaluation and analysis of redeployable service hours will be an important element of the service implementation plan.
- Coordinated Operating Service Standards: RTA and the County recognize the benefit to customers and operators of, where practical, coordinating operating service standards and will cooperate to achieve such coordination.
- Customer Service: RTA and the County recognize the benefit to customers of developing customer service information that provides easy access to schedules and timetables for both regional and local transit service and will cooperate to develop such customer service information.
- Technological Improvements: RTA and the County agree to work cooperatively on bus technological improvements where regional coordination can be beneficial.
- Technology Investments: RTA and the County are interested in technological applications that will improve efficiency, increase the speed and/or reliability of transit vehicles, and/or improve passenger safety and comfort. RTA and the County will consider joint technology-based investments that offer a demonstrable return on investment and that fully integrate into the regional transit agencies' existing and planned technological infrastructure investments.
- Siting Transit Facilities: When siting transit facilities, RTA, the County, and representatives from the local jurisdictions will consider factors including meeting the local jurisdiction's land use and transit service objectives, compatibility with the County's Six-Year Transit Development Plan and *Sound Move*, cost and feasibility and ability to construct the facilities within the schedule and budget, reasonable access to and from the proposed site for buses, equipment, increased vehicular traffic, and utility for the long-term transit plans of the County and RTA.

### D. Funding

In accordance with Section 6 of the Memorandum of Understanding, RTA and the County will fund their own coordination activities associated with this Program-level Understanding. Joint project development will be funded in accordance with relative benefit and other factors and undertaken after financial analyses of specific project benefits. Professional technical services may be provided by the County to RTA pursuant to project-level agreements, and will be charged to the budgets of specific projects receiving such services.

For King County

For Central Puget Sound Regional  
Transit Authority

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Name

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Name

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Title

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Title

ATTEST:

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**EXHIBIT B**  
**MEMORANDUM OF UNDERSTANDING**  
**ESTABLISHING A PROGRAM UNDERSTANDING**  
**WITH KING COUNTY**  
**REGARDING SOUNDER/COMMUTER RAIL PROGRAM**

**1. PURPOSE OF SOUNDER/COMMUTER RAIL PROGRAM UNDERSTANDING**

The purpose of this Memorandum of Understanding is to establish a working relationship between the Central Puget Sound Regional Transit Authority (“RTA”) and King County (“the County”) for those Sounder/Commuter Rail elements of *Sound Move* located within King County. These elements include construction and operation of commuter rail stations and station area facilities.

**2. SPECIFIC GOALS**

The specific goals of this Program Understanding are as follows:

- Maximize Public Benefits: Provide a basis by which RTA and the County may maximize the public benefits from developing commuter rail stations together with park-and-ride lots and bus transfer facilities in the County.
- Cost Allocation: Agree to establish a cost allocation arrangement for each joint project in which the Parties engage. The cost allocation arrangement will describe in detail the method by which the County and RTA, along with other entities involved in the project, will share in the cost of common station or station area improvements.

**3. INTENT**

This Program Understanding for Sounder/Commuter Rail applies to the following projects from *Sound Move*:

- King Street Station
- Boeing Access Road Station
- Tukwila Station
- Kent Station
- Auburn Station
- Ballard, Georgetown, and Richmond Beach Provisional Stations, if funding is secured
- North Downtown Seattle Station, if *Sound Move* is amended to include this station and funding is secured.

The listed projects are RTA projects where transfer points will exist between RTA’s Commuter Rail and the County’s Metro Transit. RTA and the County will confer during development of programs and projects affecting the 81-mile Sounder corridor. The intent is to coordinate projects and service to the extent practicable.

#### 4. GENERAL UNDERSTANDINGS

- Budget: RTA intends to develop 5 stations within the County (and there are up to 4 additional stations that may be developed if funding becomes available and/or *Sound Move* is amended as necessary).
- Schedule: The schedule for implementation of Commuter Rail service within the County is for south King County in late 1999 and north King County in 2001.
- Transportation Connections: Commuter Rail stations will create opportunities for local, feeder, and regional public transportation connections.
- Effective Collaboration: The County and RTA desire to maximize their financial investments, to minimize redundancy of effort and re-work, and to collaborate to maximize public benefit realized from their projects.
- Liability, Risk, and Indemnification: Responsibility for liabilities and risks will be addressed through specific project agreements. Appropriate, reasonable, indemnification agreements shall be negotiated in good faith for each project agreement.

#### 5. AGREEMENTS

The parties hereby agree to the following terms and conditions:

- Coordination of Facilities Development: To the extent practicable, RTA and the County will coordinate common station and ancillary transportation facilities development. This may include relocation of existing County park-and-ride lots and transit centers to commuter rail stations, where it would be beneficial to public transit users to do so. Such relocations, if any, will be addressed in subsequent agreements.
- Coordination with Bus Service: The Parties recognize that station development will require close coordination with the County as the provider of local bus service to new stations. The RTA will take the lead on station design. The County's involvement may also include review and comment on station layout and design of bus bays, bus access routes to and egress from the station, truncation of routes at stations, future local bus service patterns and schedule, interface with regional express bus routes, other bus-related facilities (including layout, design, and signage for trolley), paratransit, passenger pick-up/drop-off areas, and park and ride lots.
- Environmental Review: RTA environmental review, to the extent practicable, will accommodate future expansion of station area facilities due to relocation of the County park-and-ride lots and transit centers.
- Community Involvement: RTA will take the lead on community involvement for the implementation of the Sounder commuter rail project and will ensure public information and involvement roles for the County appropriate to the project. The County will take the lead on community involvement for local public transportation connections and ensure public information and involvement roles for RTA appropriate for the local public transportation program.

#### 6. FUNDING

In accordance with Section 6 of the Memorandum of Understanding, RTA and the County will fund their own coordination activities associated with this Program-level Understanding. Joint project development will be funded in accordance with relative benefit and other factors and undertaken after financial analyses of specific project benefits. Professional technical services may be provided by the County to RTA pursuant to project-level agreements, and will be charged to the budgets of specific projects receiving such services.

For King County

For Central Puget Sound Regional  
Transit Authority

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Name

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Name

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Title

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**EXHIBIT C**  
**MEMORANDUM OF UNDERSTANDING**  
**ESTABLISHING A PROGRAM UNDERSTANDING**  
**WITH KING COUNTY**  
**REGARDING LINK/ELECTRIC LIGHT RAIL PROGRAM**

**1. PURPOSE OF LINK/ELECTRIC LIGHT RAIL PROGRAM UNDERSTANDING**

The purpose of this Program Understanding is to establish a working relationship between the Central Puget Sound Regional Transit Authority (“RTA”) and King County (“the County”) for those Link/Electric Light Rail elements of *Sound Move* located within King County. This includes developing a framework for a future agreement allowing access to and analysis related to the use and operation of the downtown Seattle transit tunnel, as well as the basis for construction-related agreements and financing arrangements for the transit tunnel and construction and operation of light rail stations and station area facilities.

**2. SPECIFIC GOALS**

The specific goals of this Agreement are as follows:

- Develop Framework: Develop a framework for a subsequent agreement making arrangements necessary for Link/Electric Light Rail operation in the downtown Seattle transit tunnel.
- Facilitate Coordination: Provide the vehicle for RTA and the County in coordination with local jurisdictions to maximize the public benefits from the development of light rail stations and park-and-ride lots and bus transfer facilities in the County regarding station area plans.

**3. INTENT**

This Program Understanding applies to the following Link/Electric Light Rail stations from *Sound Move* and to the County bus services, facilities, and properties affected by the implementation of the Light Rail project. RTA and the County will confer during development of programs and projects affecting the Light Rail project located within the County.

The listed projects are RTA projects located such that transfer points or joint operations will exist between RTA’s Light Rail and the County’s Metro Transit.

- Northgate Station
- Roosevelt Station
- University District Stations
- Capitol Hill Station
- First Hill Station

- Downtown Seattle Transit Tunnel
- I-90 Station (potential station)
- Stadium Station (potential station)
- McClellan Street Station
- Columbia City Station
- Othello Street Station
- Henderson Street Station
- Boeing Access Road Station
- Tukwila Station(s)
- SeaTac Station(s)

#### 4. GENERAL UNDERSTANDINGS

##### Downtown Seattle Transit Tunnel

- The County constructed a transit tunnel within the downtown area of the City of Seattle.
- The transit tunnel was constructed in such a manner that, with modification, it could be used for future, regional light rail service. RTA will use the downtown Seattle transit tunnel as an integral part of its Link Light Rail program within the County.

##### Link/Light Rail Stations

- The County and RTA desire to maximize their financial investments, to minimize redundancy of effort and re-work, and to collaborate to maximize public benefit realized from their projects.
- Link/Light Rail stations will create opportunities for local and regional public transportation connections.

##### Liability, Risk, and Indemnification

- Responsibility for liabilities and risks will be addressed through specific project agreements. Appropriate, reasonable, indemnification agreements shall be negotiated in good faith for each project agreement.

#### 5. AGREEMENTS

The parties hereby agree to the following terms and conditions:

##### A. Transit Tunnel

The County and RTA will enter into a project-level agreement related to the transit tunnel. Such agreement will provide RTA staff and consultants necessary access to the property, as well as to all information necessary to perform analysis for light rail operations in the transit tunnel. Anticipated analysis includes:

- Assessment of the usability of the present tracks in the tunnel without major reconstruction for stray current control, vibration dampening, and pocket tracks and crossovers for bad-order trains.
- Assessment of the current tunnel dimensions and radius of curvature to determine the dynamic envelope for light rail vehicle specifications.

- Assessment of the sizing requirements for platforms, stairways, escalators, and ventilator fans and shafts in light of Fire/Life/Safety requirements for the long-term system (50 years with rail extensions north, south, and to the eastside, and higher passenger loads in downtown tunnel stations).
- Assessment of construction methods necessary to bring about changes in the tunnel and stations for LRT with the least possible period of time when bus operations in the tunnel must be curtailed or affected.
- The County and RTA will cooperate to assess bus route restructuring necessary during construction in the transit tunnel and after Link/Light Rail operations begin in the tunnel.
- The County and RTA will reach agreement on the amount of compensation for use, operation, and/or ownership of the downtown Seattle transit tunnel.
- The County and RTA will cooperate to reach agreement on the appropriate terms of use that the RTA will acquire to the transit tunnel.
- Assessment of surface street and bus operation impacts of light rail operations in the tunnel.

#### B. Link/Light Rail Stations

- Station Area Design and Development: To the extent practicable, RTA and the County will coordinate with local jurisdictions on common station and station area development. This may include provision for bus transfer facilities. The Parties recognize that station development will require close coordination with the County as the provider of local bus service to new stations. The RTA will take the lead on station design. The County's involvement in station design may also include, but not be limited to, review and comment on station layout and design of bus bays, access to and egress from the station, truncation of routes at stations, future local bus service patterns and schedule, interface with regional express bus routes, other bus-related facilities, including layout, design, and signage for trolley, paratransit, passenger pick-up/drop-off areas, and park and ride lots.
- Community Involvement: RTA will take the lead on community involvement for Link/Light Rail projects and will ensure public information and involvement roles for the County and the local government jurisdictions appropriate to the Light Rail project. The County will take the lead on community involvement for local public transportation connections projects and will provide public information and involvement roles for RTA and the local government jurisdictions appropriate for the local public transportation program.

#### 6. FUNDING

In accordance with Section 6 of the Memorandum of Understanding, RTA and the County will fund their own coordination activities associated with these program-level understanding. Joint project development will be funded in accordance with relative benefit and other factors and undertaken after financial analyses of specific project benefits. The terms of such cost allocation will be set forth in specific project-level agreements the County may provide the RTA professional technical services under written project-level agreements.



The costs of such services will be charged to the budgets of specific projects receiving the services.

For King County

For Central Puget Sound Regional  
Transit Authority

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Name

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