

SOUND TRANSIT - CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. R98-18

**Agreement with the City of Bellevue and King County for development of the Bellevue
Transportation Center**

BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Executive Committee	5/1/98	Recommend Board Approval	Agnes Govern, Director, Regional Express	684-1673
Board of Directors	5/14/98	Approval	Mike Normand, Program Manager, Community Connections	689-3528
			Linda Smith, Project Manager, Community Connections	689-4922

ACTION:

Approve Resolution No. R98-18 authorizing an agreement with the City of Bellevue and King County for the development of the Bellevue Transportation Center in Downtown Bellevue.

BACKGROUND:

Sound Transit has been working with the City of Bellevue and King County to develop a new or expanded Bellevue Transit Center near or adjacent to the existing Transit Center. This project combines King County's effort to expand the existing Transit Center with the City and Sound Transit's effort to develop an improved focal point for transportation services in east King County and downtown Bellevue. The center will facilitate movement and improve connections between local, regional, public, and private transportation services. This agreement will enable the Parties to focus further analysis on sites emerging from the Bellevue led, Multi-Modal study completed in 1997. The Bellevue City Council approved three sites for further study: a parallel center to the north of the existing facility; an expanded center on NE 6th Street; and an "L" configuration using 108th Avenue.

In this next phase, which includes detailed environmental review, Transit-Oriented/Joint Development opportunities will also be considered in conjunction with these sites. A work program has been drafted, and the parties to this agreement will work collaboratively to complete public involvement, environmental review, design, right of way acquisition, and construction to develop the facility in coordination with Sound Transit's NE 6th and I-405 HOV access ramp improvements. Subsequent amendments to the Agreement will address the ongoing operation and maintenance of the facility.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- Adoption of *Sound Move* (May 31, 1996).

- Adoption of Resolution 78-1 (April 9, 1998).
- Adoption of Implementation Guide (May 22, 1997).
- Adoption of Fiscal Year 1998 Budget (December 11, 1997).
- Review of Strategy for Community Connections and HOV Access by Executive Committee (February 6, 1998).
- Adoption of the Memorandum of Understanding Establishing a Cooperative Relationship between Sound Transit and King County (April 1998).

KEY FEATURES:

- Defines an Agreement between Sound Transit Regional Express, King County, and the City of Bellevue to build on coordination efforts to date to develop the new/improved Bellevue Transportation Center
- The Agreement was developed in close consultation with the parties to the agreement.
- King County and the City of Bellevue are in the process of obtaining appropriate approvals of the Agreement.
- Enables the parties to collaboratively design the facility and complete environmental and community processes, resolving siting, scope, design, and construction issues. The RTA will be responsible for constructing the facility.
- Supports important goal of providing efficient, attractive, and maintainable facilities to benefit the community and users while providing increased mobility and seamless connections between modes.
- Provides for a "Project Team" led by Bellevue staff, with representatives from the parties to the agreement, to guide and direct the work on the Project.
- Combines development and funding for Sound Transit's Bellevue Transit Center with King County's project to expand the existing Transit Center to accommodate Regional Express and King County's Six Year Plan service improvements and Bellevue's efforts to improve their central business district.
- Integrates the design, development, and operation of this facility with the new NE 6th I-405 HOV Access ramps being developed by Sound Transit.
- Commits parties to expedite design and development work so that the facility will support the initiation of Regional Express services.
- Effort complements a number of large private and other significant public sector investments in downtown Bellevue.

FUNDING:

The Sound Transit budget includes \$16.428 million, in 1998 dollars, for the development of the Bellevue Transportation Center. King County's 1998 budget includes \$1.2 million for the expansion of the Bellevue Transit Center. These two budgets will be combined to fund the environmental review, community involvement, right of way acquisition, design, and construction of the facility. The parties to the agreement will fund their respective staff coordination time.

ALTERNATIVES:

1. Approve the Memorandum of Agreement by Motion.
2. Approve the Memorandum of Agreement providing direction on changes to the Agreement.
3. Do not approve the Memorandum of Agreement, give direction to negotiate changes.

CONSEQUENCES OF DELAY:

Should the Board of Directors direct staff to renegotiate or revise provisions of the Agreement, work on the project would be delayed until revisions could be made and discussed with the parties to the Agreement. The parties to this Agreement have been instrumental in the development of it and are also obtaining their legal/administrative and/or governing officials' approval of the Agreement. Revision of the Agreement will result in a delay of the project until it can be rescheduled for Board action after the Parties have reviewed proposed modifications.

RECOMMENDATION:

Sound Transit staff respectfully recommend approval of this Agreement.

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. R98-18

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region authorizing a Memorandum of Agreement with the City of Bellevue and King County for intergovernmental cooperation regarding the funding, design, and construction of the Bellevue Transportation Center.

WHEREAS, the Central Puget Sound Regional Transit Authority is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has powers necessary to implement a high capacity transportation system, and

WHEREAS, the City is a municipal corporation organized under Chapter 35A RCW and has all powers necessary to supply municipal services commonly or conveniently rendered by cities and towns; 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 RTA's ten-year plan for regional high-capacity transit; and

WHEREAS, *Sound Move* calls for the development of the Bellevue Transportation Center in the City of Bellevue and provides \$16.428 million, in 1998 dollars, for the development of the Project; and

WHEREAS, the City of Bellevue's Comprehensive Plan places a high priority on alternative travel options, including improvements to transit services and facilities and the coordination of operations among travel modes. In addition, the Comprehensive Plan calls for the City's active

participation in the development of regional transit facilities, and the *CBD Implementation Plan*, adopted by Bellevue Council in 1990, calls for an expanded transit; and

WHEREAS, King County, as provider of public transportation services within King County, desires to expand the current Bellevue transit center to better serve the community as part of the County's *Six Year Transit Development Plan* and has included \$1.2 million in their 1998 budget for the development of this facility in conjunction with the RTA's Project; and

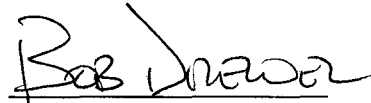
WHEREAS, the RTA and King County have negotiated a Memorandum of Understanding that contemplates project-level agreements such as this one to allocate responsibilities for development of specific projects; and

WHEREAS, the RTA, the County, and the City have negotiated a proposed Memorandum of Agreement to set forth their respective roles and obligations in environmental review, public involvement, design, funding, real property acquisition, and construction of the Project; and

WHEREAS, it is in the best interests of the RTA and the parties to this agreement to partner in developing this facility to efficiently use resources to design and construct the facility, integrating services to improve mobility for the region:

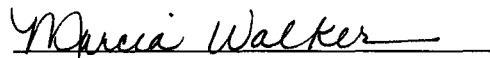
NOW, THEREFORE, BE IT RESOLVED by the Board of the Regional Transit Authority that the Executive Director of the RTA is hereby authorized to execute an agreement with King County and the City of Bellevue to design, construct, and fund the Bellevue Transportation Center substantially in the form of Exhibit A attached hereto.

ADOPTED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the 14TH day of MAY, 1998.



Bob Drewel
Board Chair

ATTEST:



Marcia Walker
Board Administrator

DRAFT

**MEMORANDUM OF AGREEMENT FOR INTERGOVERNMENTAL
COOPERATION REGARDING THE FUNDING, DESIGN, AND
CONSTRUCTION OF THE
DOWNTOWN BELLEVUE TRANSPORTATION CENTER**

This MEMORANDUM OF AGREEMENT (this "Agreement"), dated this ____ day of _____, 1998, is made by and between the Central Puget Sound Regional Transit Authority, (the "RTA"), the City of Bellevue (the "City"), and King County (the "County").

1. RECITALS

WHEREAS, the 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; and

WHEREAS, the City is a municipal corporation organized under Chapter 35A RCW and has all powers necessary to supply municipal services commonly or conveniently rendered by cities and towns; and

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; and

WHEREAS, 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-Everett commuter rail, and a regional express bus/HOV system – that will be integrated with local transit systems and use a single or integrated, regional fare structure; and

WHEREAS, *Sound Move* calls for the development of the Downtown Bellevue Transportation Center, (the "Project") within the City. The Project includes a regional/local bus transfer center together with supporting facilities such as passenger transfer facilities, bicycle and pedestrian access facilities, passenger amenities, and service vehicle parking. The *Sound Move* budget includes \$16.428 million, in 1998 dollars, for the development of the Project. This budget covers public involvement, environmental review, right of way acquisition, design, permitting, construction and mitigation, and RTA's administrative overhead; and

WHEREAS, the County, as provider of public transportation services within King County desires to expand the current transit center and wishes to coordinate the RTA's Downtown Bellevue Transportation Project with King County's existing Downtown Bellevue Transit Center to better serve the community and to foster connections between regional and local services; and

WHEREAS, the County's *Six-Year Transit Development Plan* includes expansion of the downtown Bellevue Transit Center to provide additional bus bay capacity to support King County service. The County will contribute up to \$1.2 million in grant funds to the project contingent upon approval by the Federal Transportation Administration (FTA), in conjunction with RTA's investment in downtown Bellevue; and

WHEREAS, the RTA and the County have entered into a Memorandum of Understanding Establishing a Cooperative Relationship whereby they agree to working principles to facilitate the planning design, construction, operation, and maintenance of capital projects listed in *Sound Move*. In addition, the RTA and the County have entered that certain Memorandum of Understanding Establishing a Program Understanding Regarding the Regional Express/HOV Program in which they agree to a working relationship for the Regional Express Program elements of *Sound Move* located within King County; and

WHEREAS, 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's Comprehensive Plan places a high priority on alternative travel options, including improvements to transit services and facilities and the coordination of operations among travel modes (Policy TR-21). In addition, the Comprehensive Plan calls for the City's active participation in the development of regional transit facilities (Policy TR-51). More specifically, the CBD Implementation Plan, adopted by Council in 1990, calls for an expanded and relocated transit center, and it is this concept that the Bellevue Transportation Center Study is examining; and

WHEREAS, 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; and

WHEREAS, the RTA, the City, and the County have been working together to identify site alternatives for a transportation center in downtown Bellevue; and

WHEREAS, the RTA, the City, and the County desire to set forth their respective roles and obligations in environmental review, public involvement, real property acquisition, design, permitting, funding, construction, and mitigation of the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish how the RTA, the City, and the County (collectively, the "Parties") will work cooperatively to develop the facility design, complete environmental review, public involvement, real property acquisition, permit, fund, and construct the facility. The Parties agree to collaborate in developing the Project such that it is completed

on schedule and within budget and is consistent with the Parties' goals as set forth in this Agreement.

3. GOALS AND PRINCIPLES

3.1 Goals. The Parties have the following common goals for the Project:

- Transportation Center Location: Provide a convenient, downtown location that is coordinated with the existing pedestrian, automobile, and transit circulation systems and integrated with the NE 6th Street/I-405 HOV direct access ramps.
- Transportation Center Function: Provide a facility that allows seamless transfers from regional to local buses, allows shifts to other modes, and allows convenient frequent downtown passenger access, thereby decreasing the number of future downtown trips by single occupant vehicles.
- Long Range Plans: Provide a facility that accommodates regional and local transit needs, complements the City's downtown policies, is a good neighbor to existing businesses, and serves as a catalyst to future development.
- Transportation Center Design: Provide a facility and operational plan that contributes to an active pedestrian environment by allowing safe, pleasant, and convenient access to transportation services, as well as employment, business, shopping, and entertainment in east King County.
- Use of Existing Infrastructure: Utilize the existing investment in infrastructure by integrating plans for future facilities with the existing street system, Bellevue Transit Center, 6th Street Pedestrian Corridor, Meydenbauer Center, and other public facilities.
- Development: Provide a facility that allows for corresponding public and/or private development that could enhance the function and appeal of a transportation facility.

3.2 Principles

The parties commit to be guided by the following principles in the development of the Project:

- To work together to ensure that the Project is built within the budget and on schedule as outlined in this Agreement.
- To meet agreed-upon schedules for reviews and approvals necessary to complete environmental processes, identify mitigation expectations, acquire property, design, fund, permit, and construct the Project on schedule and within budget.
- To conduct an inclusive public involvement process for the development, construction, and implementation of the Project.
- To develop the Project in support of the RTA's commitment to the voters to use these new local tax revenues to fund new transit services and facilities to increase the overall level of service over that which currently exists, and to integrate existing local and regional transit service in a way that, among other things, supports high capacity transit services.
- To collaborate to ensure that the Project provides east King County with facility and service improvements to increase regional mobility.

- To design and implement accessible and efficient facilities and services, including intermodal bus transfer facilities, related customer amenities, and bicycle/pedestrian access improvements.
- To work toward development of transit-oriented land use policies, joint development including potential public-private partnerships to attract and shape development around the Project to benefit transit users, and be compatible with adjacent land uses and the community.

4. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The Parties recognize the need for cooperation in order to coordinate environmental review, public involvement, land acquisition, permit review, design, funding, construction, and mitigation of the Project. Such coordination will be accomplished as follows:

4.1 Designated Representatives

To ensure effective cooperation and efficient Project review, each Party shall designate a representative (“Designated Representative”) responsible for communications between the Parties and as a central point of contact for the Project. The Designated Representatives for the Project are listed on Attachment A. This list will be appropriately updated. The Designated Representatives are responsible for ensuring that the Parties’ objectives stated in the Recitals, Purpose, Goals, Principles (Sections 1 through 3), the schedule objectives, target dates stated in Section 6, and the budget and funding limitations stated in Section 8 are met. Designated Representatives are also responsible for coordinating the various agency or department staff assigned to the Project. If a change in Designated Representatives is necessary, it will be made with notice to the other Parties.

4.2 Project Team

The Parties will work through a Project Team made up of the Designated Representatives. The Project Team will discuss and finalize the design objectives for the Project, consistent with the budget and schedule. The Project Team will build on the site evaluation and conceptual design work accomplished to date by the City, the County, and the RTA. The Project Team will meet at least monthly and will schedule additional meetings with Project staff and consultants as needed.

Specific roles and responsibilities for project management and consultant oversight will be subsequently agreed to in writing between the RTA and the City.

4.3 Clear Lines of Authority Within Agencies

Each Party will establish clear lines of authority within its organization by identifying staff members within each Department/Division responsible for various areas of technical/professional expertise and approvals. The Parties will provide a list of Departmental/Divisional Representatives, which shall be attached as Attachment A hereto. The list will be updated as appropriate. These Divisional/Departmental Representatives shall be responsible to their respective Designated Representative, providing technical/professional expertise and input to support the Project. These Departmental/Divisional Representatives are responsible for coordinating their department/division’s involvement with the Project and

working through the Designated Representative to ensure that the Project objectives, including the schedule, are met.

4.4 Project Design and Approval Processes

The Parties agree to meet review and approval process schedules to insure that the Project can progress on schedule and within budget. The Parties will be asked to review and approve design concepts, drawings, and documents at the following stages: 30%, 60%, and 90%/final design. At each of these stages the Designated Representatives will be asked to review and approve documents within reasonable time frames agreed to by the Parties, which in no event shall be less than fourteen calendar days or more than twenty-one calendar days, unless otherwise agreed upon. The facility design will address ongoing maintenance and operating requirements of the transit operators. At the 30% design stage, the Parties will be asked to confirm in writing their commitment to the design concept, Project elements, and site plan in order to verify that the Project may advance to the next design and engineering stages. This approval and commitment does not constitute approval of permits or other regulatory approvals needed for the Project by the City. To ensure that the Project schedule is maintained and budget resources are carefully managed, the project will not progress into the more specific engineering stages until this confirmation is secured at the 30% design stage. If one of the Parties to the Agreement expands the scope of the Project or delays the Project after 30% written confirmations, the Party seeking the delay or expansion may be responsible for the cost of re-work and inflation impacts.

5. ENVIRONMENTAL REVIEW, PUBLIC AND COMMUNITY INVOLVEMENT, RIGHT OF WAY ACQUISITION, DESIGN, AND CONSTRUCTION: ROLES AND RESPONSIBILITIES

The Parties shall work cooperatively to develop and implement a public involvement process, to support environmental review, real property acquisition, design, permitting, funding, construction, and mitigation of the Project. The Parties hereto agree to coordinate these processes as described in Attachment B.

6. SCHEDULE OBJECTIVES

The Parties acknowledge the importance of completing the Project so that the Regional Express and local transit service improvements may begin by year 2000. Accordingly, the Parties will work to maintain the schedule objectives and target dates identified below. The Parties will establish a more detailed schedule and verify target dates as the preliminary engineering consultant further develops the work program and more information becomes available. The Parties expect that final site selection will occur before the end of the 2nd Quarter of 1999.

Schedule Objectives	Target Date
Complete Environmental Process/ Preliminary design	2nd Quarter 1999
Initiate Permit Process	3rd Quarter 1999
Final Design Complete	4th Quarter 1999
Begin Construction	1st Quarter 2000
Facility Open and Fully Operational	4th Quarter 2000

7. INTERIM FACILITY

In the event an interim transportation facility is necessary to accommodate RTA and King County bus service prior to completion of the Project, the RTA will lead development of the facility with County and City concurrence. The Parties will work cooperatively to establish that interim facility. The interim facility will minimize disruption to transit service. The City will assist in finding suitable locations for the facility.

8. FUNDING AND PAYMENT

8.1 Funding:

The Parties agree to work to ensure that the Project is completed within the available budget of \$17.628 million including up to \$1.2 million from King County in federal grants contingent upon FTA approval. Each Party will fund the costs of its own participation in coordination activities called for in this agreement. If any Party desires to expand the scope of the Project beyond that budgeted, that Party will be responsible for providing necessary funding for such expansion. If a Party incurs costs in excess of budgeted Project costs and such costs are (a) not routine coordination tasks or costs associated with that Party's ordinary function and (b) caused by implementation of the Project, the RTA may agree to reimburse those costs. Such costs will be reimbursed pursuant to a separate agreement or amendment to this agreement.

Should additional funds become available for this Project, the Parties will work collaboratively to determine how the funds will be applied. If FTA funds are used for the Project, the Parties agree to follow FTA requirements.

8.2 Invoices and Payment

The County will reimburse the RTA for their proportional share of the actual expenditures made on behalf of the County for consulting, construction, or other outside contracts and expenses properly billed by the RTA for design and construction of the Project, in an amount not to exceed \$1.2 million (contingent upon FTA approval). Invoices will be presented to the County by the RTA at the completion of preliminary and final design describing payments made to contractors. Progress payments will be billed as required during construction with appropriate documentation. The County reserves the right to request verification of payments made. Payment will be made within 30 days of receipt of an acceptable invoice.

9. CONTRACTING FOR SERVICES

Contract Administration: The RTA shall be responsible for the execution and administration and fulfillment of any contracts it enters into for the performance of its responsibilities under this Agreement. In no event shall any contract entered into by the RTA to which the Parties are not signatories be construed as obligating any of the other Parties. All consultant and construction contracts shall comply with applicable public works and procurement laws and regulations, including but not limited to, bonding, prevailing wage, nondiscrimination, retainage requirements, insurance, and workers compensation.

- A. The RTA shall take all necessary and reasonable steps to ensure that Minority and Women-Owned Business Enterprises (MWBE) have the maximum opportunity to participate in the contracting of goods and/or services under this agreement.
- B. In contracted work, the RTA shall make affirmative efforts to solicit and to ensure that its contracts use MWBEs that have been certified by the State of Washington. Affirmative efforts shall include, at a minimum, the following steps are taken prior to entering into any contract agreements:
 - RTA will explain the work to be contracted and obtain a listing of certified firms that may be capable of performing such work.
 - The RTA will solicit quotes from MWBE firms prior to entering into any contracts with non-certified firms.
 - The RTA will award contracts to such capable certified firms that provide reasonable quotes, bids, or proposals and meet other related work specifications or qualifications as required by the RTA.

Upon request, the RTA shall furnish the Parties with evidence of compliance with these requirements.

10. PERFORMANCE MONITORING AND REPORTING

The Parties shall communicate regularly to discuss the status of the tasks and services to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. Progress reports will be provided to the Project Team, identifying how the Project is proceeding related to scope, schedule, and budget. The specific format and schedule for providing this information will be developed to meet the Project Team's needs.

11. DISPUTE RESOLUTION

The County, the RTA, and the City will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of hierarchy. The services of a mediator may be used to assist with resolution. The following is a guide intended to resolve the maximum number of issues at the lowest organizational level.

- A. The Designated Representatives shall communicate regularly to discuss the status of the task 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 others in writing of any problem or dispute that the Designated Representative believes should be resolved. The Designated Representatives shall meet within five (5) business days of receiving the written notice in an attempt to resolve the dispute.
- C. In the event the Designated Representatives cannot resolve the dispute, the RTA Director of Regional Express or his/her designee, the City's Transportation Director or his/her designee, and the County's Department of Transportation Director or his/her designee shall meet and engage in good faith negotiations to resolve the dispute.
- D. In the event the Directors cannot resolve the dispute, the RTA Executive Director, City Manager, and King County Deputy Executive shall meet and engage in good faith negotiations to resolve the dispute.
- E. The Parties 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.

12. RISK OF LOSS AND INDEMNIFICATION

A reasonable indemnification and hold harmless clause will be negotiated in good faith between the Parties to appropriately address risks and assumptions of responsibilities and be added by amendment to this agreement for the construction and operations phase of this project.

13. AGREEMENT, AMENDMENTS, AND ADDENDA

This Agreement and its exhibits may be amended by mutual agreement of the Parties, including modifications of the scope, funding, or responsibilities of the Parties. Any amendment must be approved and signed by the Parties or their designee. Any amendment that constitutes a material change to this Agreement must be approved by the RTA Board of Directors and appropriate representatives of the other Parties to the Agreement.

- A. **Design, Construction, Operation, and Maintenance:** In executing this Agreement, the Parties agree to mutually resolve, by completion of 30% design, prior to initiating final design of the Project, the issue of on-going operation and maintenance of the Project. The appropriate Parties shall execute an addendum to this Agreement covering such issues including responsibility for the safety, fitness, construction, maintenance, repair, and safe operation of the Project.
- B. **Entire Agreement:** This Agreement, including its Recitals and Attachments, embodies the Parties' entire agreement on the issues covered by it except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

- C. **Severability:** 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.
- D. **Term of Agreement:** This Agreement shall be in place until the Project is completed and operation and maintenance agreements are in place.
- E. **Employees:** The employees of each of the Parties will be considered to be employees of each entity and not an employee of either of the other two entities in carrying out their roles under this agreement.
- F. **Effective Date:** This Agreement is effective when it is signed by the Parties, after authorization by each Party's respective governing body.

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 Central Puget Sound Regional Transit Authority:

For City of Bellevue:

Robert K. White, Executive Director

Steve Bauer, City Manager

Approved as to Form:

Approved as to Form:

Name, Legal Counsel

Name, Assistant City Attorney

For King County Department of Transportation:

Paul A. Toliver, Director

Attest:

Name, Title

ATTACHMENT A

**DEPARTMENT/DIVISIONAL REPRESENTATIVES
4/22/98**

RTA

**Designated Representative: Linda Smith (Ph: 206-689-4922)
Community Connections Project Manager
Fax: 206-689-3523; E-mail: smithl@soundtransit.org**

CITY OF BELLEVUE

**Designated Representative: Susan Sánchez (Ph: 425-452-7159)
Project Manager, Planning & Programming Division
Fax: 425-452-5272; E-mail: ssanchez@bellevue.wa.us**

Steve Sindiong, Planning & Programming Division
Kay Kenyon, Planning & Programming Division
Mark Poch, Traffic Engineering Services
Rick Logwood, Design Engineering
Alex Harris, Planning & Community Development

KING COUNTY

**Designated Representative: Patty Waller (Ph: 206-684-1864)
Project Manager, Transportation Planning Division
Fax: 206-684-2111; E-mail: patty.waller@metrokc.gov**

Anne Knapp, Transit Division - Service Implementation
Yosh Ii, Transit Division - Passenger Facilities
David Feltman, Transit Division - Transit Route Facilities
Gary Kriedt, Transit Division - Environmental Planning

ATTACHMENT B

ENVIRONMENTAL REVIEW, PUBLIC INVOLVEMENT, REAL PROPERTY ACQUISITION, DESIGN, AND CONSTRUCTION ROLES AND RESPONSIBILITIES

1. ROLE OF RTA

1.1 **Project Management/Team:** The RTA or their designee, will maintain project oversight, actively participating through the Project Management team in the site configuration analysis, environmental review, design development public involvement and construction. Project decisions regarding project scope, schedule and budget will be made by the Project Team.

The RTA will provide timely review of works products as required by the schedule.

1.2 **Procurement and Consultant Contracts:** The RTA will negotiate the scope of work with the consultant with input from the County and the City. The RTA will administer and manage the consultant contract, being accountable for the project budget. Direction to the consultant will be through the RTA unless otherwise agreed upon. The RTA will approve and process consultant invoices upon receipt of review and concurrence for payment from the City. The RTA will review and act on any change orders to the consultant proposed by the Project Management Team.

The RTA will procure services for final design and construction of the Transportation Center improvements in consultation with the Project Team, as specified in Section 9 of this agreement.

1.3 **Environmental Review:** The RTA and the City will be co-lead agencies pursuant to WAC 197-11-944. The RTA will be the nominal lead agency for SEPA environmental review for the Project. The Parties acknowledge that FTA assumes the lead on NEPA environmental review for the project. RTA will work with the consultant and project management team to complete necessary processes.

1.4 **Public Involvement:** RTA staff will attend the public meetings, and stakeholder sessions, participate in presentations, and assist in answering citizen questions. The RTA staff will attend presentations to key community groups.

1.5 **Project Updates:** The RTA staff will provide project and schedule updates to the RTA Board. The RTA staff or designee will also provide project updates to the Project Team, identifying how the project is proceeding related to scope, schedule, and budget.

1.6 **Construction Management:** The RTA and King County will determine how to address construction management upon completion of final design, right of way acquisitions, permits, and procurement of construction services.

1.7 Real Property Acquisition/Transit Oriented Development/Joint Development: The RTA will be responsible for real property acquisition in consultation with the County and the City. Final decisions about siting and possible transit oriented /joint development will be made with the concurrence of all Parties.

1.8 Permits: The RTA is responsible for applying for necessary City of Bellevue permits.

1.9 Design Review and Approval: RTA will prepare contract drawings and will provide the Parties with copies of contract drawings at 30%, 60%, 90%, and final design stages. At each of these stages, the RTA will secure the Parties' review and approval of documents within timeframes agreed to by the Parties.

2.0 ROLE OF CITY

2.1 Project Management/Team: The City will assist the RTA with the consultant contract management, adhering to the agreed upon Project scope and schedule.

The City will lead the project team by coordinating meetings and representing the interests of the City and the community. Project decisions regarding scope, schedule, and budget will be made by the Project Team. The City will provide input to the design development process through the Project Team and will facilitate timely review of all work products through the various City departments. The City will additionally provide traffic operations support to the project as required by the work program.

2.2 Consultant Contract Support: The City and County will provide input to the RTA in negotiating the consultant scopes of work. The City will receive, review, and verify all consultant invoices and, upon concurrence, will notify the RTA that the invoice has been checked and represents the project progress for the pay period.

2.3 Environmental Review: The City will be a co-lead for SEPA review pursuant to WAC 197-11-944 and support the RTA and consultant Team in environmental review, insuring that necessary review and processes address environmental requirements in the City.

2.4 Public Involvement: The City will support the public involvement activities as detailed in the consultant work program and agreed to by the Project Team. This will include logistical needs of the Transportation Commission and its meetings; arrangements for public meetings; and developing, writing, and distributing newsletters and fact sheets. Further City public involvement will include media relations and, in conjunction with RTA and King County staff, presentations to civic and citizen groups.

2.5 Project Updates: The City will provide project and schedule updates to the City Council. Memos prepared for the Council will be reviewed by the RTA.

2.6 Permits: The City will, consistent with applicable law, provide all permits and approvals necessary to complete the design and construction of the project. The City will meet agreed-

upon schedules for land use and construction permit processing.

2.7 **Comprehensive Plan:** The City will take the lead with RTA support for updating the Comprehensive Plan once a site is selected.

2.8 **Design Review and Approval:** The City will review and approve design concepts, drawings, and documents at 30%, 60% and 90%/final design. At 30% design stage, the City will confirm in writing to RTA its commitment to the design concept, project elements, and site plan.

3.0 ROLE OF COUNTY

3.1 **Project Team:** The County will be a member of the project team and will participate in design development, environmental review, public involvement, funding, real property acquisition, permitting, construction and mitigation processes representing the County's interests in the design of the facility. The County will provide input to the environmental process, provide specific information on bus routing/services information, design requirements including those for maintenance and operations, and participate in the public outreach effort. In addition, the County will review and comment on environmental and design and construction documents, and participate in the funding of the project as specified in Section 8.1.

3.2 **Consultant Contracts:** The County will provide input to RTA in negotiating the consultant scopes of work.

3.3 **Environmental Review:** The County will be a cooperating agency as defined in SEPA and will support the RTA and Consultant Team in environmental review, providing expertise in air quality conformity and noise abatement/assessment, and on other environmental issues as required.

3.4 **Public Involvement:** County staff will attend the public meetings, participate in presentations, attend presentations to key community groups, and assist in answering citizen questions as requested. The County will review and comment on project bulletins and provide printing services for up to four project newsletters per year.

3.5 **Project Updates:** The County agrees to provide updates to the King County Council. Memos prepared for the King County Council will be sent to both the City and RTA staff. When feasible, such information will be coordinated with RTA and City Designated Representatives in advance.

3.6 **Design Review and Approval:** The County will review and approve design concepts, drawings, and documents at 30%, 60% and 90%/final design. At 30% design stage, the County will confirm in writing to RTA its commitment to the design concept, project elements, and site plan.