

SOUND TRANSIT - CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. R98-21

Agreement with King County, City of Redmond, and Microsoft for development of Overlake Transit Facility

BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Executive Committee	4/17/98	Canceled	Agnes Govern, Director, Regional Express	206-684-1673
Board of Directors	4/23/98	Approval	Mike Normand, Program Manager, Community Connections Linda Smith, Project Manager, Community Connections	206-689-3528 206-689-4922

ACTION:

Approve Resolution No. R98-21 authorizing an agreement with King County, the City of Redmond, and the Microsoft Corporation for development of the Overlake Transit Facility, one of RTA's First Moves projects.

BACKGROUND:

The Overlake Transit Facility was one of four projects identified by the RTA for early implementation in the First Moves initiative adopted by the RTA Board in May 1997. The Regional Express Department has been working with King County, the City of Redmond, and Microsoft to develop the Overlake Transit Center and Park and Ride Lot at NE 40th and NE 156th Street in Redmond, adjacent to Microsoft's Redmond Campus. This project combines the RTA's Transit Center/Park and Ride Lot facility with King County's Six Year Plan transit hub on a 10-acre site adjacent to the new SR520/NE 40th Interchange, which WSDOT is developing. The land for this site is being dedicated for this purpose in an agreement between Redmond and Microsoft. A work program has been drafted and the parties to this agreement will work collaboratively to complete public involvement, environmental review, design and construction to develop the facility. Subsequent agreements will address the ongoing operation and maintenance of the facility.

In December 1997, the RTA received statements of qualifications from fifteen firms proposing to contract for preliminary engineering and environmental documentation for Community Connections/HOV Access projects. Based upon written submittals, a pool of eight qualified firms was established. After meeting with local government representatives and local transit operators, firms were selected to work on specific projects. HNTB Corporation was selected for this project. It has been given an administrative limited notice to proceed for \$9,400 to finalize the work program and schedule that will take the project through 30% preliminary engineering. This work program is being developed in collaboration with the parties to the agreement. The contract for

these services with HNTB will be brought to the Executive Committee for approval at a subsequent meeting.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

Adoption of *Sound Move*, the Ten-Year Regional Transit System Plan (May 31, 1996)
Adoption of Resolution 78 (December 13, 1996)
Adoption of Implementation Guide (May 22, 1997)
Adoption of First Moves (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 Memorandum of Understanding Establishing a Cooperative Relationship between the RTA and King County. (April 1998)

KEY FEATURES:

- Defines an agreement between RTA Regional Express, King County, the City of Redmond, and the Microsoft Corporation to build on the coordination work to date.
- Combines development and funding for RTA's Overlake Transit Center/Park and Ride Lot with King County's Six Year Plan Hub at a key location to serve the Overlake/Redmond community and employment area.
- Developed in close consultation with the parties to the agreement.
- King County and Redmond are in the process of obtaining approval of the agreement.
- Enables the parties to collaboratively design and construct the facility, working through environmental and community processes resolving scope, design and construction issues as required. RTA will take the lead on construction of the facility.
- Supports the goal of providing an efficient, attractive, maintainable facility, to increase mobility, with seamless connections between modes, benefiting the community and users.
- Provides for a "Project Management Team" led by RTA staff with representatives from the parties to the agreement, to guide and direct the work on the project.
- Allows for amendments to the agreement to deal with ongoing maintenance and operations issues.
- Integrates the design, development, and operation of this facility with the new WSDOT interchange and related flyer stops.
- Commits parties to expedite design and development work so that the facility is completed in conjunction with the Interchange completion and the beginning of Regional Express service.

FUNDING:

The RTA budget includes \$5.476 million, in 1998 dollars, for the development of the Overlake Transit Center/Park and Ride Lot and King County's 1998 CIP includes \$1 million for development of the Overlake Transit Hub. These two budgets will be combined to fund the environmental review, community involvement, design, and construction of the facility. Microsoft is providing the

10-acre site for the facility pursuant to a pre-existing agreement with the City of Redmond. The parties to the Agreement will fund their respective staff coordination efforts.

ALTERNATIVES:

1. Approve the Memorandum of Agreement by resolution.
2. Approve the Memorandum of Agreement providing direction on changes to the Agreement.
3. Do not approve the Memorandum of Agreement.

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 the Agreement and are also obtaining their legal and/or governing official's sanction of the Agreement. Revision of the Agreement would result in a delay of the project until it could be rescheduled for Board action after the parties have reviewed and accepted proposed modifications.

RECOMMENDATION:

Regional Express staff respectfully recommends approval of this Agreement.

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. R98-21

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region authorizing a Memorandum of Agreement with King County, the City of Redmond, and the Microsoft Corporation for intergovernmental and private entity cooperation regarding the funding, design, and construction of the Overlake Transit Facility.

WHEREAS, the RTA 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, 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, the City is an optional municipal code city organized under Title 35A of the RCW and is responsible for administering state and local land use laws and development regulations that will apply to the development of facilities in their jurisdiction; and

WHEREAS, Microsoft is a corporation in the State of Washington; 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; and

WHEREAS, *Sound Move* calls for the development of the Overlake Transit Center/Park and Ride Lot at the NE 40th Interchange and includes \$5.476 million for the development of the project; and

WHEREAS, the City's Comprehensive Plan designates the Overlake transit facility at this same location; and

WHEREAS, the County, as provider of public transportation services within King County, desires to locate the Overlake Transit Hub to support the development of the County's *Six Year Transit Development Plan* and has included \$1 million in their 1998 CIP for development of this hub in conjunction with the RTA's project; and

WHEREAS, the plan-level environmental impacts of the project have been evaluated in the 1993 Final Environmental Impact Statement for the Regional System Plan, and the 1995 Final Environmental Impact Statement for the Redmond Comprehensive Plan; and

WHEREAS, pursuant to the "Transit Center Dedication Agreement" between the City and Microsoft, dated July 16, 1996, Microsoft has agreed to dedicate property in the SE corner of the SR 520 and NE 40th Street Interchange for the development of a transit center to improve access to regional, local, and private transportation services; and

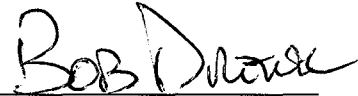
WHEREAS, the RTA and King County have negotiated a Memorandum of Understanding that contemplates project-level agreements such as this one to allocate responsibilities for development of specific projects; and

WHEREAS, the RTA, the County, the City, and Microsoft have negotiated a proposed Memorandum of Agreement that sets forth their respective roles and obligations in environmental review, public involvement, design, funding, 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 regional residents and employees:

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, the City of Redmond, and Microsoft to design, construct, and fund the Overlake Transit Facility 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 23 day of April, 1998.



Bob Drewel
Board Chair

ATTEST:



Marcia Walker
Board Administrator

DRAFT
**MEMORANDUM OF AGREEMENT FOR INTERGOVERNMENTAL AND
PRIVATE ENTITY COOPERATION REGARDING THE FUNDING, DESIGN,
AND CONSTRUCTION OF THE OVERLAKE TRANSIT FACILITY**

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

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 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, the City is an optional municipal code city organized under Title 35A of the RCW; and

WHEREAS, Microsoft is a corporation in the State of Washington; 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 Overlake Transit Center and Park and Ride Lot at the SR520 and NE 40th Street Interchange. This *Sound Move* project includes a regional/local bus transfer center together with supporting facilities such as a park and ride lot; passenger transfer facilities for regional, local, and private shuttle vehicles; bicycle and pedestrian access facilities; passenger amenities; and service vehicle parking. The *Sound Move* plan includes \$5.476 million, (in 1998 dollars) for the development of this project; and

WHEREAS, the *Sound Move* project is consistent with the land use map within the City's Comprehensive Plan, which encourages the siting and development of regional high capacity transit facilities and services and specifically designates a transfer point and park-and-ride facility at the SE corner of SR 520 and NE 40th Street Interchange; and

WHEREAS, the success of *Sound Move* and County bus service within King County is heavily dependent upon close cooperation for the provision of a seamless system to transit users; and

WHEREAS, the 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; and

WHEREAS, the County, as the provider of public transportation services within King County, desires to locate a transit hub in the Overlake area to better serve the community, support the development of the County's Six Year Transit Development Plan, and to foster connections between regional and local transit services; and

WHEREAS, the County will contribute up to \$1 million for the development of a transit hub (transit center/park-and-ride lot) in the Redmond/Overlake area; and

WHEREAS, the Parties agree to combine efforts to design, construct, and implement the Overlake Transit Facility at the SR 520 and NE 40th Street Interchange which shall constitute the "Project" for the purpose of this Agreement. The elements of this Project include a transit center, park and ride lot, and supporting facilities; and

WHEREAS, the cities of Redmond and Bellevue have entered into a Memorandum of Understanding identifying NE 40th Street and 156th Avenue NE as a preferred location for a new interchange, transit center, and park and ride; and

WHEREAS, the RTA and the County have entered into a Memorandum of Understanding Establishing a Cooperative Relationship whereby they agreed 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 into a Memorandum of Understanding Establishing a Program Understanding Regarding the Regional Express/HOV Program in which they agreed 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, as specified in the City of Redmond Comprehensive Plan, Transportation Element, Section H, Regional Public Transportation and Section I, Local Public Transportation; and

WHEREAS, Microsoft, as a major employer within the Overlake area, desires to see better transportation services and well-designed, carefully integrated transportation facilities for its employees; and

WHEREAS, Microsoft seeks to ensure that transfer points and facilities for private transportation and shuttle services are sited in a way to improve coordination with and access to public transit providers including King County Metro and the RTA; and

WHEREAS, pursuant to the "Transit Center Dedication Agreement" between the City and Microsoft, dated July 16, 1996, the proposed location for the Project is on property currently owned by Microsoft, and which property Microsoft has agreed to dedicate to the City, or the City's designee. Such dedication is contingent upon Microsoft approving

the transit facility final design provided, however, that Microsoft shall not unreasonably withhold such approval. The property in the SE corner of the SR 520 and NE 40th Street Interchange is legally described in Attachment A hereto (“the Property”); and

WHEREAS, pursuant to the City-Microsoft Agreement, the City may assign the dedication interest of the Property for the purpose of developing a transit center/park and ride lot; and

WHEREAS, the RTA and the County agree that either party may forego ownership rights at this location in exchange for a non-exclusive perpetual right to use the property or portion of the property acquired for transit and passenger or transit-related use; and

WHEREAS, the plan level environmental impacts of the Project have been evaluated in the 1993 Final Environmental Impact Statement for the Regional System Plan and the 1995 Final Environmental Impact Statement for the Redmond Comprehensive Plan; and

WHEREAS, the Parties are developing and evaluating alternative design configurations at the Property and will be proceeding with project-level environmental review and permitting for the Project; and

WHEREAS, the RTA, the County, the City, and Microsoft desire to set forth their respective roles and obligations in developing alternative design configurations, project-level environmental review, public involvement, design, permitting, funding, and construction of the Project; and

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 County, the City, and Microsoft (collectively, the “Parties”) will work cooperatively to develop the facility design, complete environmental review and public involvement, fund, and construct the Project. 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:

- To provide an efficiently designed Transit Center/Park and Ride Lot to increase travel choices and facilitate seamless connections to a variety of HOV and non-motorized modes of travel.

- To increase mobility by supporting new, regional express bus service coordinated with local transit and shuttle services in the Overlake area, promoting transit as a viable alternative to the automobile.
- To develop a public/private partnership that benefits all the parties involved, the community the facility will serve, and local and regional transit users.
- To design an attractive facility that fully coordinates services, operates efficiently, improves the speed and reliability of transit services, and is maintainable because of durable, high quality, affordable design and construction.

3.2 Principles

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

- To work together to expedite reviews and approvals necessary to complete environmental processes, identify mitigation expectations, design, permit, and construct the Project on schedule and within budget as outlined in this Agreement.
- To conduct an inclusive public involvement process to involve all interests in 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 services and facilities to increase the overall level of service over that which currently exists, and to integrate existing public and private local transit service in a way that, among other things, supports high capacity transit services.
- To collaborate on the Project to provide east King County with facility and service improvements to increase regional mobility.
- To design and implement accessible and efficient facilities and services, intermodal bus transfer facilities, related customer amenities, and bicycle/pedestrian access improvements.
- To work toward development of transit-oriented land use policies, joint development, and public-private partnerships to attract and shape development around the Project to benefit transit users and adjacent land uses, and the community.
- To develop a facility that fits in with the character and architecture of the nearby community.
- To provide adequate park and ride capacity with the actual number of stalls to be determined by the completion of 30% design. The Parties acknowledge that the final number of stalls will be determined after further negotiations. The Parties recognize they have differing needs and interests which will be taken into consideration to determine the number and location of stalls during the evaluation phase. The Project Team will evaluate the proposed park and ride facility at the Property based on the following criteria:
 - Whether intermodal transfer facilities, facilities for public and private local feeder bus services, and bicycle and pedestrian access can be adequately addressed within the facility boundaries.
 - Whether public input shows that many of the residents and businesses in the area support the provision of park and ride facilities at this site.

- Whether traffic impacts of a park and ride lot can be adequately mitigated for nearby streets and intersections, in accordance with pertinent codes and ordinances.
- Whether existing and proposed park and ride lots provide sufficient capacity to meet projected service requirements.
- Whether there are financial or legal constraints that preclude locating the park and ride facility at the Property.

Based on the above evaluation, the Parties may explore alternative solutions for providing the park and ride capacity, provided that any such location and facility must be determined to be consistent with *Sound Move*, by RTA, the *Six Year Transit Development Plan*, by King County, and Redmond's Comprehensive Plan.

4. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The Parties recognize the need for cooperation to expedite environmental review, permit review, design development, and construction of the Project. The Parties agree to coordinate and expedite work on the Project 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 will be:

- Linda Smith, RTA Community Connections, Project Manager
- Nancy Gordon, King County Department of Transportation, Project Manager
- Gloria Newby, City of Redmond
- Robert Kaplan, Microsoft Corporation

Attachment B provides a current list of Designated Representatives' phone numbers, fax numbers, and E-mail addresses. This list will be appropriately updated. The Designated Representatives are responsible for ensuring that the Parties' objectives stated in the Recitals, Purpose, Goals, Principles, the schedule objectives stated in Section 7, and the budget and funding limitations stated in Section 8 are met. Designated Representatives are also responsible for coordinating the various corporate, agency, or department staff assigned to the Project. The Parties reserve the right to change Designated Representatives, with notice to the other parties, as the Project progresses through design and construction.

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 environmental and design work accomplished to date by the RTA, the County, the City, Microsoft consultants, and WSDOT representatives who have been working on the project. The Project Team will meet at least twice a month and will schedule additional

meetings with Project staff and consultants as needed. The RTA will lead the Project Team effort, and will provide meeting summaries to the project team in a timely manner.

4.3 Clear Lines of Authority within Agencies.

Each Party will establish clear lines of authority within its organization and identify staff members within each Department/Division who will provide all technical/professional expertise and approvals. The Parties will provide a list of Departmental/Divisional Representatives to the Project Management Team. 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 Approvals

Design Development Approvals

During the period prior to the submittal of a development application to the City, the Parties agree to expeditiously review and comment on the Project to allow the Project to progress on schedule and within budget. The Parties will be asked to review and comment and approve design concepts, drawings, and documents at 30%, 60%, and 90%/final design 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 operations requirements of the transit operators. At the 30% design stage, the Parties will be asked to confirm, in writing, their commitment and approval of the design concept, Project elements, and site plan in order to verify that the Project may advance to the next design and engineering stages. 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. The City's actions as the permitting authority for the Project shall not be construed as falling within the cost recovery provisions of the preceding sentence. The Parties understand that the City may condition approval of the Project or may require additional information or revisions during Project review as a means of ensuring that the City's regulations are complied with, and nothing in the preceding language or in this Agreement shall be construed as making the City financially responsible for any costs or delay associated with such conditions or revisions. Informal plan reviews by the City at all levels in the design development process are intended to expedite the issuance of building permits upon submittal of formal permit applications.

Permit Approvals

The City shall have final authority, as a land use permitting agency with authority vested under the laws of the State of Washington, to render a decision on the site plan application for the Project site plan. The formal approval process shall be that specified

in the City Community Development Guide for “site plan review.” The City agrees to expeditiously review the proposed Project site plan.

5. ENVIRONMENTAL REVIEW, DESIGN, AND CONSTRUCTION: ROLES AND RESPONSIBILITIES

5.1 Role of the RTA

The RTA will be the Project applicant and the lead agency for the environmental review including air conformity compliance and development process. The RTA shall prepare and submit applications for necessary City of Redmond permits, including applications for a transportation concurrency exemption and site plan review. The RTA will be responsible for completing the design and construction of the Project consistent with the design objectives established by the Project Team and to meet a mutually agreed upon schedule and budget consistent with *Sound Move* and the *Six-Year Transit Development Plan*. The RTA will be responsible for leading the public involvement effort for the development of the Project. The RTA will work through the Project Team to insure that the interests of the Parties are represented in discussions and decisions during Project development, including site configuration analysis, design, and construction.

The RTA will prepare contract drawings and will provide the Parties with copies of contract drawings at the 30%, 60%, 90%, and final design stages. At each of these stages, the RTA will secure the Parties’ review and approval of documents within the timeframes agreed to by the Parties. Upon completion of the design, approval, and permit processes, the RTA will secure a construction contractor to construct site improvements.

5.2 Role of the County

The County will participate in development of alternative design configurations, project level environmental review, public involvement, design, permitting, and construction processes through the Project Team representing the County’s interests in the facility. The County will provide input to the project-level environmental review process, provide specific information on bus routing/services, provide design requirements including requirements for ongoing maintenance and operations, and participate in the public outreach effort. In addition, the County will provide timely review and approval of design and construction documents as specified in Section 4.4 Project Design and Approvals, and will contribute a portion of the funding for the design and construction of the facility as specified in Section 8 Funding and Payment.

5.3 Role of the City

The City will, consistent with applicable law, provide input to the design development process through the Project Team and review and make decisions on all applications necessary to complete the Project.

The City will expedite land use and construction permit processing, including making a final decision on the Project application, and will assist the RTA, as Project applicant, in completing the site plan and concurrency permit requirements. The City will not be

asked to grant approval of a particular site plan should all of the parties to this Memorandum be unable to reach agreement.

Nothing in this Agreement obligates the City, as the permitting agency, to approve any aspect of the project requiring a permit, regardless of the City's participation on the Project Team or the agreement of Project Team members on the Project design. The Parties recognize that the City's permit review process involves independent boards, commissions, and elected officials who cannot be bound by City staff to approve any particular project. Moreover, the City's agreement to expedite review of the Project in order to ensure that it is completed on schedule, within budget, and consistent with the Parties' goals, shall apply only to the extent that the same can be done consistent with the City's obligation to process other permit applications under the law and to the extent that the schedule, budget, and goals are consistent with the City's applicable regulations. Conditioning the Project to meet the City's regulations shall not be deemed a violation of the City's obligations to cooperate on schedule, budget, and goals. Finally, the agreement of the Parties in Section 3.2 to have the Project Team evaluate the Project under certain criteria is not intended to affect the City's ability to review the Project under all applicable City regulations and criteria during the permit review process.

When the alternative is selected and site plan is approved, the City will enter into an agreement with the RTA and Microsoft, such that the RTA may obtain title to the Property for the Project. The City shall participate in the decision concerning on-going operation and maintenance of the Project, but under no circumstances shall the City be required to assume responsibility for such operation or maintenance.

5.4 Role of Microsoft

Microsoft will provide specific information on private shuttle services in the Overlake area including routing, operating needs, and design requirements. When the alternative is selected and Microsoft has approved the final design as called for in the "Transit Center Dedication Agreement," Microsoft will enter into an agreement with the City and the RTA such that the RTA may obtain title to the Property for the Project, pursuant to a deed in the form attached to the "Transit Center Dedication Agreement," upon City approval of applications for land use and concurrency exemption permits. Microsoft will participate in the design development process through the Project Team, will provide timely input, review, and approval of designs, plans and specifications, and will represent their employees' interests in the design and construction of the facility.

6. PUBLIC AND COMMUNITY INVOLVEMENT

The Parties shall work cooperatively to develop and implement a public involvement process for the development, design, and construction of the Project. The RTA will be responsible for organizing the meetings and developing materials to be used and will be responsible for the distribution and organization of materials and activities related to the Project. All Parties agree to assist in the public involvement process, including community meetings, as determined necessary by the Project Team.

7. SCHEDULE OBJECTIVES

The Parties acknowledge the importance of completing the Project so that the regional express and local transit service improvements are coordinated with the opening of the NE 40th Interchange. The preliminary engineering consultant will identify and verify the schedule and target dates as one of their initial work tasks. Accordingly, the Parties will establish and maintain the agreed upon schedule objectives and target dates. The original scheduled Project completion of fall 1999 will be revised to coincide with the opening of the interchange at NE 40th which has been delayed to late 1999 or early in the year 2000.

8. FUNDING AND PAYMENT

8.1 Funding

The \$6.476 million budget (1998 dollars) for this Project is intended to cover all costs associated with the Project including, but not limited to, environmental review, public involvement, design, construction, mitigation, and RTA administrative costs. The Parties agree to work to ensure that the Project will be completed within the available total project budget, which has been established based on *Sound Move's* and the County's budget. If any Party desires to expand the scope of the Project beyond that, that Party will be responsible for providing necessary funding for such expansion. Each Party will fund the costs of its own participation in coordination activities called for in this Agreement. The RTA will pay for all City permit processing fees. The City of Redmond is committing staff to the review of the Project, and is not responsible for funding any further element of this agreement.

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 million. 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 solely responsible for the execution, 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, that the following steps are taken prior to entering into any contract agreements:

- RTA will work with the County to explain the work to be contracted and to obtain a listing of certified firms that may be capable of performing such work.
- The RTA will solicit quotes from MWBE 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 every two weeks 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. The RTA shall provide progress reports to the Project Team representatives by the fifth business day of every month, identifying how the Project is proceeding related to scope, schedule, and budget. The specific format for this information will be developed to meet the Project Team’s needs.

11. DISPUTE RESOLUTION

The County and RTA 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 following is a guide intended to resolve the maximum number of issues at the lowest organizational level:

- A. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of this Agreement.
- B. Each Designated Representative shall notify the others in writing of any problem or dispute that the Designated Representative believes needs formal resolution. The Designated Representatives shall meet within three (3) business days of receiving the written notice in an 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 Designated Representatives cannot resolve the dispute, the RTA Director of Regional Express, King County's Department of Transportation Director, the City's Mayor, and Microsoft's Real Estate General Manager or designee shall meet and engage in good faith negotiations to resolve the dispute.
- D. In the event RTA Director of Regional Express and the King County Department of Transportation Director cannot resolve the dispute, the RTA Executive Director, the King County Deputy Executive, and appropriate representatives from Redmond and Microsoft 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. The preceding sentence shall not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above provided, however, that the Parties agree that any legal proceeding brought during such period may be stayed, if consistent with applicable law and if the rights of the Parties will not be prejudiced thereby, while the procedural steps set forth above are satisfied. Nothing in this Paragraph is intended to limit the City's right or ability to enforce any conditions of approval for the Project.

12. RIGHT OF ENTRY

Microsoft agrees to work expeditiously to execute a right of entry agreement whereby the RTA, the City, and the County and their officers, agents, employees, consultants, and contractors shall have the right to enter upon the Property at all reasonable times. This entry would be required in order to conduct necessary studies for the environmental review, design, engineering, and construction of the Project while protecting Microsoft from liability for the entry by RTA, the City, the County or by a third party.

13. 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.

14. 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, Operations, and Maintenance Decisions.** In executing this Agreement, the Parties agree to mutually resolve by the completion of 30% design, prior to starting the final design phase of the Project, the issue of ongoing 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, 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 Agreements.** This Agreement shall be in place until the Project is completed and operations and maintenance Agreements are in place.
- E. **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 King County Department of
Transportation**

Robert K. White, Executive Director

Paul A. Toliver, Director

ATTEST:

ATTEST:

Name

Name

Title

Title

For City of Redmond

For Microsoft Corporation

Name, Title

Name, Title

ATTEST:

ATTEST:

Name, Title

Name, Title

Attachment A

Legal Description for the property at the SW corner of 156th Ave NE and NE 40th Street.

That portion of the South One-half the Northwest One-quarter of the Southeast One-quarter of Section 23, Township 25 North, Range 5 East W.M. in King County, Washington, described as follows:

Beginning at the Northwest corner of said South One-half of the Northwest One-quarter of the Southeast One-quarter of Section 23; thence Southerly along the West line of said subdivision and the City limits of Redmond per Ordinance 275 to the Northerly margin of NE 28th Street; thence Easterly along said margin to the Southwest corner of the Southeast One-quarter of the Northwest One-quarter of the Southeast One-quarter of said Section 23, thence North along the West line of said subdivision a distance 106.45 feet; thence Easterly to a point on the Northwesterly margin of Bellevue-Redmond Road which is 170.00 feet distant from the intersection of said Northwesterly margin and with the South line of the Northwest One-quarter of the Southeast One-quarter of said Section 23; thence Northeasterly along said Northwesterly margin of Bellevue-Redmond Road to the intersection with the East line of said South One-half of the Northwest One-quarter of the Southeast One-quarter of Section 23; thence North along said East line to the North line of said subdivision; thence Westerly along said North line to the POINT OF BEGINNING.

Attachment B

Contact List

NAME	Phone Number	Fax Number	Email Address
Linda Smith	206.689.4922	206.689.3523	smithl@soundtransit.org
Nancy Gordon	206.684.1411	206.684.2111	nancy.gordon@metrokc.gov
Gloria Newby	425.556.2442	425.556.4242	gnewby@ci.redmond.wa.us
Robert Kaplan	425.703.3220	425.881.0972	bobkap@microsoft.com