

SYSTEM EXPANSION TRANSIT INTEGRATION AGREEMENT

BETWEEN

SOUND TRANSIT AND PIERCE TRANSIT

GA 0172-19

RECITALS

- A. Pursuant to Chapter 81.112.070 RCW and public vote, the Central Puget Sound Regional Transit Authority (“Sound Transit”) is authorized to perform regional public transportation functions, and may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation, and any private person, firm, or corporation for the planning, feasibility studies, design, construction, or operation of high capacity transportation system facilities within Sound Transit’s service area boundary.
- B. Pursuant to Chapter 36.57A RCW, Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) is a public transportation benefit area and is authorized to perform the public transportation functions and authorities contemplated under Chapter 36.57A RCW.
- C. In November of 2016 voters approved that certain ballot measure known as Sound Transit 3 (“ST3”), which authorized Sound Transit to build 62 new miles of light rail to form a 116-mile system reaching the cities of Everett and Tacoma as well as the Seattle neighborhoods of Ballard and West Seattle, together with the eastside cities of Redmond, south Kirkland, Bellevue, and central Issaquah.
- D. In April of 2016 by Resolution No. 16-009 the Pierce Transit Board of Commissioners approved Pierce Transit’s long-range transit service and capital plan (“DESTINATION 2040”) that was developed with input from transportation stakeholders, the Pierce Transit Board of Commissioners, other jurisdictions, and riders. DESTINATION 2040 provides a vision for Pierce Transit service and supporting capital infrastructure for the next 24 years. This envisioned service network forms the basis for planning future capital needs including major transit facilities.
- E. In light of the capital plans and service expansions contemplated in ST3 and DESTINATION 2040, respectively, and in light of the recognized need to integrate bus and light rail facilities to provide efficient service, Sound Transit and Pierce Transit wish to develop their new capital facilities and transit services in a coordinated manner.
- F. Sound Transit and Pierce Transit are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

NOW THEREFORE, the Parties desire to create a consistent and efficient structure of dedicated staff resources for transit system integration in order to meet Sound Transit’s ambitious project timelines and to ensure that Sound Transit’s new light rail facilities are designed and constructed to integrate with the expanded bus system that Pierce Transit will develop to implement DESTINATION 2040.

1. Principles and Goals

- 1.1. Common Interests. Sound Transit and Pierce Transit have a shared interest in improving transit system integration. Early participation by Pierce Transit in Sound Transit project planning has improved customer experience by providing:

- Well-integrated bus connections with rail and BRT services

- Easy, safe and convenient bus-rail/rail-bus transfers for customers
- Strong, collaborative interagency relationship
- Reasonable accommodation for future passenger and service growth
- Efficient use of transit funding and resources

1.2. Sound Transit System Expansion Implementation Plan.

1.2.1. To meet the challenges of delivering ST3 Projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that identifies new methods of project development and delivery. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and has developed new approaches for working with project partners, stakeholders, and local jurisdictions. The overall project development approach, including phases and key decisions is described in the SEIP. ST3 Projects, their phases, and key decision points for those projects are shown in **Exhibit A**.

1.2.2. This Agreement applies the SEIP partnering principles and facilitates Pierce Transit participation in the projects included in the ST3 Plan during the Alternatives Development, Environmental Review, Preliminary Engineering, Final Design, and Construction phases of the projects included in the ST3 Plan ("ST3 Projects"). This Agreement establishes a Task Order system that will provide biennial funding to Pierce Transit staff resources for ST3 Projects.

1.3. Destination 2040.

1.3.1. DESTINATION 2040 envisions more frequent, reliable, and fast transit service all day, every day throughout Pierce Transit's service area, together with innovative new travel options; clean, safe, and customer-friendly vehicles and facilities; and information that makes taking transit easy. The ST3 general station locations and ridership were considered in developing the DESTINATION 2040 network vision. To attain the vision, Pierce Transit will adjust the transit system incrementally over the next 25 years, in collaboration with local governments. The timeline will be affected by local development, changes to the street network, and the buildout of Sound Transit's regional transit network.

1.4. Commitment to Projects' Scopes, Schedules, and Budgets.

1.4.1. Project Scope Development. The ST3 Plan included representative projects developed for the purpose of establishing scope, cost estimates, and ridership forecasts. These representative projects will be used to establish the transit mode, corridor, number of stations, and general station locations during each Project's Alternatives Development Phase. The conceptual 2040 DESTINATION 2040 bus network was considered in planning ST3 projects, for the purposes of developing ridership estimates and evaluating transit integration for each corridor and station. The adopted DESTINATION 2040 plan will act as a starting point for identifying bus volumes and markets served, just as the ST3 representative alignments are the starting point for identifying reasonable alternatives for ST3 projects. The Parties acknowledge that suggestions to study additional alternatives are likely to emerge during their respective projects' alternatives development phases. The Parties will collaborate on the evaluation of reasonable alternatives that could meet project objectives and fulfill the purpose and intent of the voter-approved ST3 Plan and DESTINATION 2040.

1.4.2. Schedule. The Parties acknowledge the importance of meeting scheduled milestones and objectives for each of the ST3 Projects in order to begin light rail operations on time. Accordingly, the Parties will work in good faith toward the estimated target dates identified in the schedule attached as **Exhibit A**.

- 1.4.3. Budget. The Sound Transit ST3 Plan establishes a cost estimate for each ST3 Project, which could include future federal grants. Project funding includes funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies. The Parties agree to work together to facilitate the ST3 Projects' completion within the cost estimates identified in the ST3 Plan.
- 1.4.4. Pierce Transit may request changes to an ST3 Project's scope to include improvements that would increase costs beyond the cost estimate identified in the ST3 Plan. In such cases, and before Sound Transit will incorporate any such modification into a project's scope, the Parties will first analyze options for reducing scope or risk elsewhere on the project or increase funding through Pierce Transit contributions or other means. Agreement on the scope and timing of these investigations and the decisions will be memorialized in signed documents or other agreements as mutually determined by the Parties. Following the analysis performed above, Sound Transit may reject Pierce Transit's proposal at its sole discretion. Pierce Transit will communicate plans contained within potential voter-approved or other forms of transit improvement initiatives, programs, or plans, and will be responsible for funding Pierce Transit-initiated modifications to planned ST3 projects if necessary. For purposes of this section 1.4.4, "funding" means a) the funding to design, permit, and construct capital improvements Pierce Transit wishes to develop that are in addition to, and not part of, an ST3 project's initial scope; and b) the additional cost to secure change orders, if such orders are necessary, to include such improvements in an ST3 project's revised scope.

2. Program Management

2.1. General Goals and Expectations.

- 2.1.1. With this Agreement, Sound Transit and Pierce Transit are establishing a common understanding of roles, responsibilities, schedule, and budget necessary for the timely delivery of the ST3 Projects. The ST3 Plan establishes aggressive timelines for project delivery by Sound Transit. It is in the mutual interests of Sound Transit and Pierce Transit, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- 2.1.2. This Agreement is the first of multiple anticipated agreements and concurrence actions that will memorialize shared understandings between Sound Transit and Pierce Transit over the life of the ST3 Projects. The Parties anticipate entering into future agreements as the ST3 Projects advance through subsequent design and delivery phases.
- 2.1.3. The Parties are committed to meeting key milestones and thus commit to a high level of engagement during development and delivery of the ST3 Projects. The Parties will maintain staffing plans and provide levels of effort as agreed upon in the task orders with the intent to provide adequate staffing for timely delivery of the ST3 Projects.

2.2. Key Staff.

- 2.2.1. To ensure effective intergovernmental cooperation and efficient project review, the Parties have each designated key staff members responsible for communications between the Parties, and identified the Integration Program manager as a key point of contact ("Key Staff"). Each Party's Key Staff is identified in Exhibit B.
- 2.2.2. Key Staff will be authorized by their respective organizations to direct, coordinate, and review the work of assigned staff. Key Staff will assemble, direct, and manage the staff in their respective organizations to achieve key project milestones within the project budget and schedule. Key Staff are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to a Project, including resolving disputes that may arise between departments

and/or consultants reporting to the Parties. Project coordination may require further agreements between the Parties. Exhibit B also describes the duties to be performed by the Key Staff.

- 2.3. **Staffing Reimbursement Approach.** Sound Transit will reimburse Pierce Transit in accordance with the provisions of the applicable task order for service planning and capital planning activities (including traffic and civil disciplines). The Parties will re-evaluate the biennial scope and staffing level during the first quarter of 2020, and annually thereafter, to establish the scope and reimbursement level for following biennia. The Parties may execute supplemental task orders for services not contemplated by the initial biennial task order.
- 2.4. **Task Orders.** The Parties will execute Task Orders that provide for Sound Transit to reimburse Pierce Transit staff. The form of the Task Orders is attached as EXHIBIT C.
 - 2.4.1. **Biennial Staffing.** Staffing during the 2019-2020 biennium will be addressed in Task Order 1.
 - 2.4.2. **Supplemental Tasks.** If Sound Transit determines that services are necessary that are not addressed in the current Biennial Task Order (if executed), and those services are not excluded from reimbursement as described in Section 2.3, the Parties may execute supplemental task orders for those services.

3. Transit Integration Strategies

- 3.1. Sound Transit and Pierce Transit will use several strategies to achieve the integration goals described in the Puget Sound Regional Council Transit Integration Reports.
- 3.2. Pierce Transit will assist Sound Transit to incorporate transit integration facilities into the conceptual design and evaluation of Stations and determine funding of those facilities. Pierce Transit and Sound Transit will draft memoranda of understanding or other agreements that must allocate roles and responsibilities for the ownership, maintenance, and operations of transit integration facilities as described further in Sections 3.5 and 3.6.
- 3.3. For purposes of this Agreement, transit integration facilities may include, but are not limited to:
 - On- or off-street bus and paratransit active passenger zones/bays
 - On- or off-street bus and paratransit layover zones/bays
 - Bus and paratransit circulation roadways
 - Non-revenue vehicle parking
 - Bus operator comfort stations
 - Standard bus zone equipment and furnishings including standard passenger shelters and weather protection, real-time information signs, static signage, and wayfinding elements
- 3.4. **Coordination with DESTINATION 2040.** At the outset of the planning phase for each individual ST3 project, Pierce Transit will provide Sound Transit with the DESTINATION 2040 service vision relevant to that project. Pierce Transit and Sound Transit will use the bus volume, frequency, and routing information as a starting point for transit integration at individual ST3 facilities. As Pierce Transit refines its DESTINATION 2040 capital improvement plans, Pierce Transit will update Sound Transit on improvements adjacent to ST3 facilities.
- 3.5. **Project-Based Concurrences and Term Sheets.** As a strategy to keep ST3 projects on schedule, Sound Transit and Pierce Transit intend to utilize the following types of agreements, which may be supplemented with single-topic design decision documentation.

3.5.1. Agreements Anticipated During Alternatives Development Phase

3.5.1.1. Early Phase: Transit Integration Assumptions

3.5.1.2. Mid Phase: Alternatives Evaluation

3.5.1.3. End of Phase: Preferred Alternative Concurrence: Prior to Sound Transit's identification of a preferred alternative, Pierce Transit will provide written concurrence that adequate transit integration facilities have been reasonably incorporated in each project's conceptual designs.

3.5.2. Agreements Anticipated During Environmental Review Phase

3.5.2.1. Mid-Phase: Jurisdictional Permitting Plan Memo endorsing station area concepts

3.5.2.2. Mid-Phase: Conceptual Station Layouts

3.5.2.3. Mid-Phase: ROW Needs Concurrence Document

3.5.2.4. End of Phase: Transit Integration Improvements Term Sheet/Letter of Concurrence (U District/Roosevelt Example)

3.6. Project-Based Agreements – as determined for each project, likely to occur during Final Design & Construction

3.6.1. Funding Agreements related to design and construction of Transit Integration Improvements

3.6.2. Agreements for the Operations and Maintenance of Facilities/Infrastructure, including funding

3.6.3. Property Acquisition Agreements

3.6.4. Others as determined by the Parties

4. Invoicing

4.1. Pierce Transit will submit quarterly invoices and supporting documentation for actual efforts in an amount not to exceed amount of the task orders. The invoices must include: The appropriate Sound Transit purchase order number, which Sound Transit will provide after execution of each task order; a cover memo including a description of services provided by Pierce Transit; and any requested supporting documentation. Sound Transit will pay Pierce Transit the costs incurred up to the not-to-exceed amount of each Task Order. "Costs incurred" means labor costs and all associated overhead.

4.2. Pierce Transit will submit its monthly invoices with the required documentation via email or mail to AccountsPayable@SoundTransit.org, or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices must be paid within thirty days of Sound Transit's receipt of the invoice and acceptable documentation.

4.3. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify Pierce Transit of its determination and request that Pierce Transit provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided; however, such approval will not be unreasonably withheld.

5. Suspension, Termination, and Expiration

5.1. If Pierce Transit has not received payment from Sound Transit as provided in Section 4, Pierce Transit may suspend performance of all or any part of the associated work after giving Sound Transit thirty days' notice of Pierce Transit's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.

- 5.2. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 7 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety days' notice to the other Party.
- 5.3. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.
- 5.4. Pierce Transit may unilaterally terminate this Agreement for lack of appropriation or budgetary authority for the staff or services required under this Agreement, and shall provide Sound Transit with sixty (60) days' notice of any such termination.
- 5.5. Unless terminated earlier consistent with this Section 5, this Agreement shall expire when all ST3-funded projects within the physical boundaries of Pierce County have been completed.

6. Audits

Sound Transit and Pierce Transit will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the Pierce Transit by Sound Transit. These records will be maintained for a period of six years after termination or expiration of this Agreement unless (i) permission to destroy the records is granted by the authorized state official in accordance with chapter 40.14 RCW as now codified or hereafter amended and (ii) such destruction is agreed to by Pierce Transit and Sound Transit in writing.

7. Dispute Resolution

- 7.1. The Parties will work cooperatively and in good faith toward the resolution of disputes.
- 7.2. The Parties will use their best efforts to prevent and resolve conflicts at the lowest level possible.
- 7.3. Either Party may invoke the dispute resolution process by providing written notice identifying the disputed obligations or payments to the other Party's Key Point of Contact identified in Exhibit A. The dispute resolution process is as follows:
 - 7.3.1. Level Two: Sound Transit's Key Point of Contact and Pierce Transit's Key Point of Contact will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within 21 days of referral of the dispute to Level Two, either Party may refer the dispute to Level Three.
 - 7.3.2. Level Three: Sound Transit's Interdepartmental Coordinator or designee and the Pierce Transit's Interdepartmental Coordinator or designee will meet to discuss and attempt to resolve the dispute in a timely manner.
- 7.4. Except as otherwise specified in this Agreement, in the event that the dispute is not resolved at Level Three within 21 days after referral of that dispute to Level Three, the Parties are free to seek additional

higher levels of mediation within Sound Transit and Pierce Transit, or seek any legal remedy including filing suit, seeking any available legal or equitable remedy, or jointly pursuing further alternative dispute resolution methods such as mediation. The Parties are not obligated to participate in alternative dispute resolution. At all times prior to the resolution of the dispute, the Parties must continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

8. Insurance Matters

8.1 Waiver of Recovery and Subrogation. Sound Transit and Pierce Transit both waive any claim against the other for loss or damage to property interests that are subject to this Agreement to the extent that loss or damage to their respective property interests are covered by first party (property) insurance policies. This waiver applies regardless of the cause or origin of the claim, including without limitation, loss due to the negligent acts or omissions of Sound Transit or Pierce Transit or their respective officers, directors, employees, agents, contractors, or invitees. Sound Transit and Pierce Transit must have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement will not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver is acceptable.

8.2 Insurance.

8.2.1. Sound Transit and Pierce Transit will each, during the term of this Agreement, maintain a policy or policies or program of general liability coverage equivalent in scope to the Commercial General Liability Coverage form (ISO), providing coverage for claims of bodily injury, property damage, and personal injury with policy limits of no less than \$5,000,000.00 per occurrence combined single limit of liability, with a general aggregate limit of no less than \$5,000,000.00. Pierce Transit may meet the requirements of this section by means of continued membership in the Washington State Transit Insurance Pool (WSTIP) with excess coverage provided by Government Entities Mutual. The policies or program must provide coverage on an "occurrence" basis not a "claims made" basis, and the limits can be attained through a combination of primary and excess insurance policies. A Party will, upon request of the other Party, provide written evidence (e.g. certificates of insurance) demonstrating that all required policies of insurance (in such amounts and with such coverages and endorsements as herein required) are in full force and effect.

8.2.2. Nothing in this Section 8.2 is intended to preclude the Parties from attaining the required coverage through a program of self-insurance or a combination of its self-insurance program and a program of excess insurance coverage.

9. Indemnification

9.1. Reciprocal Indemnity.

9.1.1. Subject to the waiver of recovery and subrogation set forth in Section 8.1 of this Agreement, Sound Transit and Pierce Transit will indemnify, defend, and hold the other harmless against any and all claims, suits, actions, or liability for personal injury, death, or for loss of or damage to property that arises out of the negligence or willful misconduct of the indemnitor, its employees, agents, or invitees.

9.1.2. The indemnity in Section 9.1 does not apply: (i) to claims, suits, actions, or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of an indemnitee, or their agents, employees, contractors, or invitees; or (ii) to damage, claims, suits, actions, or liabilities waived in Section 8.1.

9.1.3. In the absence of comparative or concurrent negligence on the part of the Parties, or their respective agents, employees, contractors, or invitees, the indemnity in Section 9.1.1 includes attorneys' fees incurred in connection with an indemnified claim, or incurred by an indemnitee in successfully establishing the right to indemnification. The indemnitor, upon timely receipt of a tender of any claim or suit subject to indemnification, may assume the defense of any claim subject to the indemnity. The indemnitee must cooperate fully with the indemnitor and its counsel in any matter where the indemnitor defends an indemnitee, provided the indemnitor promptly reimburses the indemnitee the reasonable costs and expenses incurred in connection with their duty to cooperate in their defense.

9.1.4. When a claim, suit, action, or liability is a result of the joint or concurrent negligence or willful misconduct of Sound Transit and Pierce Transit, the duty to indemnify shall be proportionate to the fault of the parties.

9.2 Waiver of RCW Title 51 Immunity. Sound Transit and Pierce Transit agree that the indemnities in Section 9 specifically include, without limitation, claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. SOUND TRANSIT AND PIERCE TRANSIT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 9 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

10. Notice

Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Sound Transit:

Sound Transit
Alex Krieg
Sound Transit
401 South Jackson Street
Seattle, WA 98104

If to Pierce Transit:

Pierce Transit
Attn: Dana Henderson, General Counsel
3701 96th Street SW
Lakewood, Washington 98496-0070

11. Computation of Time

Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any

period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

12. Force Majeure

12.1 Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations under this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party is unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing definition, Force Majeure Event may include natural phenomena, such as storms, hurricanes, floods, lightning or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of the party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, epidemic, rebellion, riot, or terrorism or war. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers, contractors or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section 12.1.

12.2 Except as otherwise specifically provided in this Agreement, neither Party shall be considered in default or breach of this Agreement or liable for any delay or failure to comply with the terms of this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Provided, that the Party claiming relief based on a Force Majeure Event shall: (a) promptly notify the other Party in writing of the existence and nature of the Force Majeure Event; (b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (c) notify the other Party in writing of the cessation of such Force Majeure Event; and (d) resume performance of its obligations under this Agreement as soon as practicable thereafter.

13. Compliance with Law

13.1 Each Party shall comply, and shall ensure that its consultants, contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

13.2 If particular ST3 projects are federally funded, then task orders under this agreement associated with those projects will include appropriate federal clauses.

13.3 Pierce Transit may use state or federal grant funding to pay for the design or construction (or both) of modifications to a project's scope that are agreed to by Sound Transit as described in Section 1.4.4 of this Agreement. In such cases, Pierce Transit will incorporate all relevant state or federal grant requirements into any agreements or task orders developed by the Parties relating to such modifications. Sound Transit will comply with all such requirements while performing the grant-funded tasks called for in such agreements or task orders.

14. Assignment

Neither Party may assign this Agreement or any rights hereunder without the other Party's explicit prior written consent, which consent shall not be unreasonably withheld.

15. Legal Relations

15.1 Sound Transit is a regional transit authority, duly organized under Chapter 81.112 RCW, validly existing and in good standing under the laws of the State of Washington. Pierce Transit is a public transportation benefit area corporation duly organized under Chapter 36.57A RCW, validly existing and in good standing

under the laws of the State of Washington. By execution of this Agreement, Sound Transit and King County each represent to the other that it has authority to enter into this Agreement and perform its obligations hereunder.

- 15.2 No partnership, joint venture or joint undertaking between the Parties shall be construed from this Agreement. No elected or appointed official, officer, agent, advisor, attorney, consultant, or employee of either Party has any personal liability, directly or indirectly, under this Agreement. This Agreement is made only to and for the benefit of the Parties, and shall create no right, duty, privilege, obligation, claim, or cause of action in any other person or entity.
- 15.3 Nothing in this Agreement shall limit, alter, or otherwise affect the governmental or police powers of King County or the Central Puget Sound Regional Transit Authority.
- 15.4 The Parties are independent contractors to each other. Neither Party is an employee or agent of the other. Employees, agents, consultants and representatives of one Party shall not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant or representative of either Party shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall release, indemnify, and hold the other Party harmless from any such claims. PROVIDED, that nothing in this Section 15.5 shall operate or be deemed to affect, limit, or diminish Sound Transit's obligations to reimburse Pierce Transit under Section 4 for the overhead rate for work performed under Section 2 of this Agreement or as may otherwise be agreed in writing by the Parties in one or more separate documents duly executed by them.

16. Governing Law; Venue

This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If, after dispute resolution under Section 7, either Party brings a lawsuit related to or arising out of this Agreement, then the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

17. Attorney Fees; Jury Trial Waiver

- 17.1. If, after dispute resolution under Section 7, either Party initiates any legal action to enforce this Agreement, then each Party shall bear its own attorney's fees and costs in connection with such action.
- 17.2. The Parties knowingly, voluntarily, and intentionally waive their right to a jury trial in connection with this Agreement, the further agreements contemplated under this Agreement, and any course of dealings or actions by the Parties arising out of or relating to this Agreement.
- 17.3. The allocation of attorney fees and costs and the waiver of jury trial set forth in this Section 17 are each a material inducement for the Parties to execute this Agreement. This Section 17 shall survive the termination or expiration of this Agreement.

18. Nonwaiver

No waiver of any breach or default under this Agreement shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

19. Severability

If any portion of this Agreement is found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

20. Negotiation and Construction

This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions of any articles, paragraphs or sections in this Agreement are for purposes of convenience only and are not intended to define or limit the contents of those articles, paragraphs or sections. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

21. Entire Agreement; Amendment; Original Counterparts

The recitals are a material part of this Agreement and are incorporated into it by this reference. This writing, including the Exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties. This Agreement supersedes and replaces all prior negotiations, agreements or representations regarding the subject matter addressed, whether oral or written. This Agreement may be executed in one or more counterparts, and by facsimile or other electronic signature meeting the requirements of Chapter 19.34 RCW. All executed counterparts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

22. Binding Effect

Subject to Section 14 above, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

23. Effective Date

This Agreement shall be effective on the date that it has been executed by both of the Parties, whichever of them is last to sign.

Signatures on following page

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

SOUND TRANSIT



Peter M. Rogoff, Chief Executive Officer

Date: 10-2-19

Authorized by Motion No. M2019-90

Approved as to form:



Sound Transit Legal Counsel

PIERCE TRANSIT

By: 

Susan Dreier, Chief Executive Officer

Date: 8/16/19

Authorized by Resolution No.: 2019-025

Approved as to form:



Pierce Transit General Counsel

Exhibits

Exhibit A: ST3 Program Master Schedule

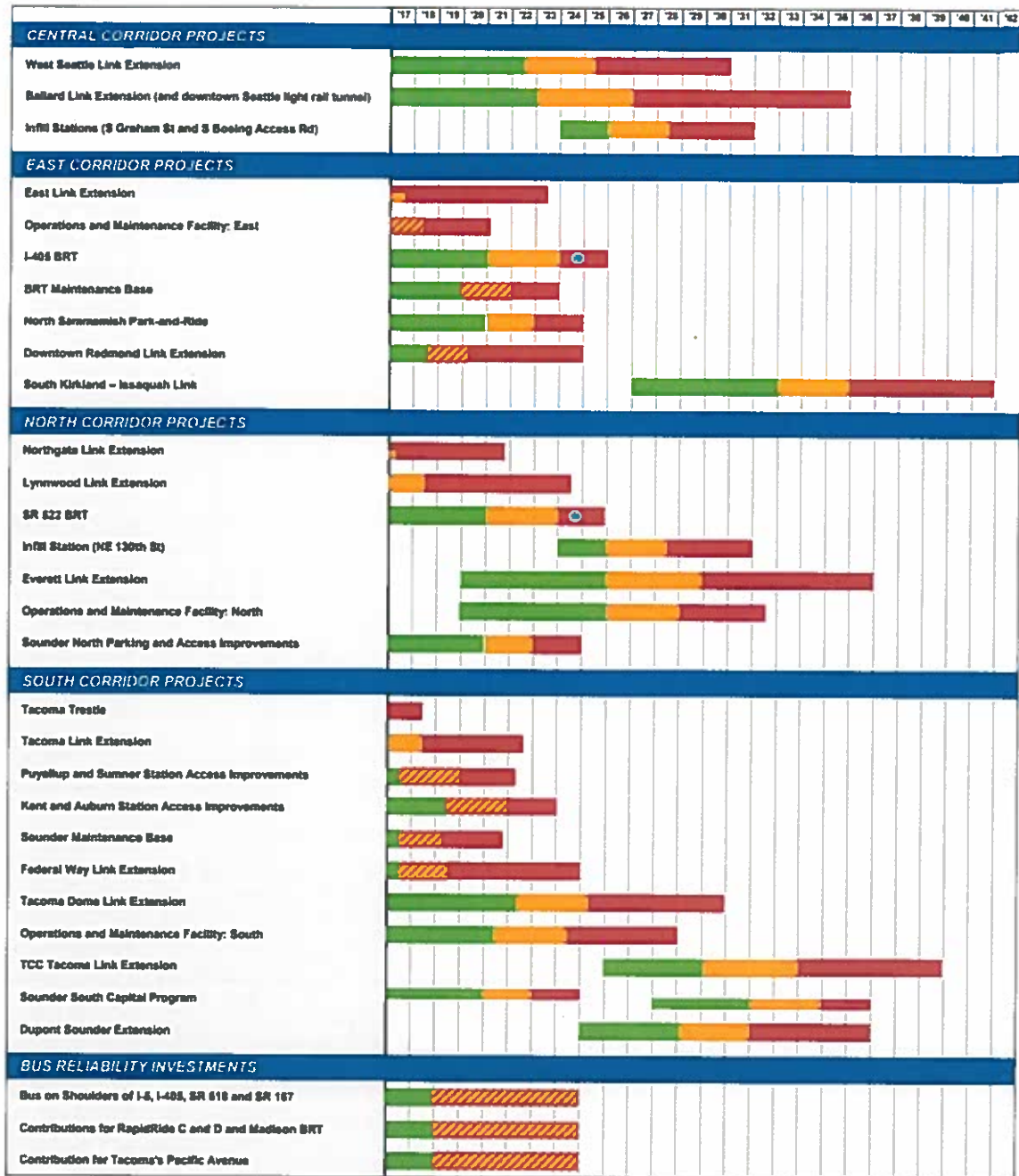
Exhibit B: Key Staff and Responsibilities

Exhibit C: Form of Task Orders

EXHIBIT A

ST3 PROGRAM MASTER SCHEDULE

PROJECT TIMELINES OF MAJOR SOUND TRANSIT PROJECTS



KEY:
 Planning
 Final Design (hatched line indicates Design-Build)
 Construction
 BRT Begins Operation



EXHIBIT B

KEY STAFF

SOUND TRANSIT KEY POINT OF CONTACT:

Alex Krieg
Planning and Integration Manager
Sound Transit
401 S Jackson St
Seattle, WA 98104
(206) 903-7663
alex.krieg@soundtransit.org

PIERCE TRANSIT KEY POINT OF CONTACT:

Tina Lee
Planning Manager
Pierce Transit
3701 96th St SW
Lakewood, WA 98496
(253) 589-6887
tlee@piercetransit.org

RESPONSIBILITIES OF KEY STAFF

PIERCE TRANSIT KEY STAFF

In order to proactively work through transit integration issues, and facilitate expedited project delivery, key Pierce Transit staff will need to coordinate on a regular basis with Sound Transit. Communication between Pierce Transit and Sound Transit will continue at multiple levels. Pierce Transit has created an internal matrixed system to better define staff roles and responsibilities, and to ensure better coordination across projects. A summary of this structure is shown in the chart below.

The Integration Program Manager will be a key point of contact at Pierce Transit. Regular coordination meetings with Pierce Transit Integration Program Manager as determined for specific projects are anticipated. Pierce Transit Integration Program Manager, in conjunction with Sound Transit, will also identify appropriate check-in points with the County Council. Pierce Transit Integration Program Manager is responsible for ensuring participation by appropriate technical staff in the applicable projects' regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas.

Role	Name (s)	Responsibilities
Pierce Transit Board of Commissioners		Approves Interlocal Agreements and other legislation as needed
Executive Office	Sue Drier	Resolves high-level issues, approves interagency agreements needing Executive approval

Role	Name (s)	Responsibilities
Oversight Committee	Ryan Wheaton Tina Lee Dana Henderson Brett Freshwaters Alexandra Mather	<ul style="list-style-type: none"> • Approves staff level agreements documenting Pierce Transit concurrence on analysis/design approaches and proposed solutions. • Approves concurrence documentation with Sound Transit at key milestones in project development. • Recommends interagency agreements, including the Pierce Transit budget process, legislation, and ongoing reporting and financial management.
Integration Program Manager (Level 2)	Tina Lee	<ul style="list-style-type: none"> • Serves as Pierce Transit’s single point of contact facilitating Sound Transit coordination efforts across the ST3 Projects within Pierce Transit • Coordinates communication between ST3 Project teams and Pierce Transit staff, including but not limited to, transportation, planning, operations, bus operations and maintenance facility teams, facilities, parking, TOD, alternative mobility programs, multi-modal access, and public information. • Manages internal coordination efforts within Pierce Transit across projects. • Attends regular management coordination meetings with Sound Transit and organizes leadership meetings as necessary.
Pierce Transit Team Leads (Level 1)	To be specified in task orders Jason Kennedy	<ul style="list-style-type: none"> • Responds to Sound Transit for technical input related to project development. • Participates in project-specific interagency meetings and coordinates involvement by other Pierce Transit staff as necessary. • Coordinates Pierce Transit staff involvement in periodic project-specific technical coordination meetings with Sound Transit staff and consultants. • Coordinates Pierce Transit involvement in project-specific stakeholder workshops, as appropriate, focused on alternatives development, station area planning, system access, TOD or other issues.

SOUND TRANSIT DESIGNATED REPRESENTATIVE

Sound Transit has created an internal matrixed system similar to Pierce Transit's described above to better define staff roles and responsibilities, and to ensure better coordination across projects. A summary of this structure is shown in the chart below.

The Integration Program Manager will be a key point of contact at Sound Transit. Regular coordination meetings with Pierce Transit's Integration Program Manager as determined for specific projects are anticipated. Sound Transit's Integration Program Manager is responsible for providing central coordination among ST3 Projects to support Pierce Transit with balancing resource needs. The Sound Transit Designated Representative will participate in regularly scheduled project coordination meetings and monitor activity across the ST3 Projects. The Sound Transit Designated Representative will ensure that ST3 Project teams address all review comments and that responses to comments are coordinated between all Sound Transit departments and the consultant team. The Sound Transit Designated Representative will also be responsible for ensuring that Pierce Transit is informed as soon as practicable of any changes required to the budget, scope or schedule of the ST3 Projects that may impact Pierce Transit.

Role	Name (s)	Responsibilities
Sound Transit Board		Adopts project decisions and approves agreements and other Board actions as needed
Chief Executive Officer	Peter Rogoff	Resolves high-level issues
Oversight Committee	Corridor Directors, Don Billen, Carrie Avila-Mooney, Matt Shelden, Alex Krieg	<ul style="list-style-type: none"> Approves staff level agreements documenting Sound Transit concurrence on analysis/design approaches and proposed solutions. Approves concurrence documentation with Pierce Transit at key milestones in project development. Recommends interagency agreements, including the Sound Transit budget process, Board actions, and ongoing reporting and financial management.
Interdepartmental Coordinators (Level 3)	Project Directors, Matt Shelden, Trinity Parker	<ul style="list-style-type: none"> Coordinates with Sound Transit's Executive Leadership Team on Pierce Transit issues. Coordinates development of agreements between Sound Transit and Pierce Transit specific to ST3 Projects. Provides oversight of coordination activities within Sound Transit specific to project development documentation, design submittals, and other Pierce Transit-related projects, plans, or initiatives that have potential to interfere with the design and construction of Sound Transit projects. Coordinate Sound Transit staff engagement with Sound Transit Board members.

Role	Name (s)	Responsibilities
Planning Integration Manager (Level 2)	Alex Krieg	<ul style="list-style-type: none"> • Serves as Sound Transit’s single point of contact facilitating Pierce Transit coordination efforts across the ST3 Projects within Sound Transit and communicating with the Sound Transit Board on behalf of Sound Transit. • Ensures coordination of Sound Transit staff review of Pierce Transit comments regarding project development documents, and ensure appropriate accommodation of Pierce Transit comments. • Ensures coordination of Sound Transit staff review of Pierce Transit comments on design submittals for stations, guideway, and associated facilities, and ensures appropriate accommodation of Pierce Transit comments. • Ensures coordination within Sound Transit to review and address other Pierce Transit projects, plans, or initiatives that have the potential to interfere with the design and construction of Sound Transit’s projects, facilitate conflict resolution, and identify opportunities for coordinated delivery or joint development.
Project Team Leads	To be specified in task orders	<ul style="list-style-type: none"> • Solicits and responds to Pierce Transit feedback for technical input related to project development • Participates in project-specific interagency meetings and coordinates involvement by other Sound Transit staff as necessary. • Coordinates Sound Transit staff involvement in periodic project-specific technical coordination meetings with Pierce Transit staff and consultants. • Coordinates Sound Transit involvement in project-specific stakeholder workshops, as appropriate, focused on alternatives development, station area planning, system access, TOD or other issues.

EXHIBIT C
TASK ORDER FORMAT

**TRANSIT INTEGRATION PARTNERSHIP AGREEMENT
BETWEEN PIERCE TRANSIT AND SOUND TRANSIT
FOR SOUND TRANSIT SYSTEM EXPANSION PROJECTS**

Task Order ___: Title

This Task Order is issued under the Project Administration Agreement between Pierce Transit and Sound Transit for Services Related to Sound Transit System Expansion Projects dated _____, 2019. This Task Order establishes the scope, schedule, and budget for the services (Services) provided by the County for the [TASK ORDER NAME]. The County agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Funding Agreement are incorporated into this Task Order unless expressly modified below. The effective date of this Task Order is _____, 20__.

Project Description. *General Description of the work to be performed. May also include definitions if helpful/appropriate.*

- The Scope of Work is included as Attachment 1 to this Task Order.

The authorized representatives of the parties have agreed to the terms of this Task Order by signing below.

<u>For Pierce Transit</u>	<u>For Sound Transit</u>
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
Approved as to Form: _____	Approved as to Form: _____
_____ Name, Position	_____ Name, Sound Transit Legal Counsel