

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project
<b>DEPARTMENT:</b>	Public Works and City Attorney
<b>PRESENTED BY:</b>	Nytasha Sowers, Transportation Planning Manager Margaret King, City Attorney
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Sound Transit has begun Final Design of the Lynnwood Link Light Rail Extension (LLE) project. The LLE project will provide light rail service between the Northgate Transit Center in Seattle and the Lynnwood Transit Center in Lynnwood and will travel along the eastside of Interstate-5 (I-5) and include two stations and associated parking garages at NE 145<sup>th</sup> Street and NE 185<sup>th</sup> Street in Shoreline (the Project).

In an effort to streamline the Project, Sound Transit is seeking an over the shoulder and milestone review of the Final Design submittals, as well as an expedited permitting process. Because the City cannot engage in such a process with its current level of staffing, Sound Transit and City staff have negotiated an Expedited Permitting and Reimbursement Agreement (Staffing Agreement) where Sound Transit will reimburse the City for the staffing and permit cost required for the expedited review and permitting for an estimated amount of \$2,000,000. Tonight, staff is seeking Council authorization for the City Manager to execute this agreement with Sound Transit.

**RESOURCE/FINANCIAL IMPACT:**

There are no direct impacts to the City's resources associated with the approval of the Staffing Agreement. Sound Transit is required to pay the cost of over the shoulder and milestone design review and expediting processing of all of the associated permits for the Project. The two full time employees (FTE) positions previously approved by the Council for a Senior Planner and City Project Manager are to be reimbursed as part of the three FTE positions included in this Agreement.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project, subject to final approval as to form by the City Attorney.

Approved By:            City Manager **DT**    City Attorney **MK**

## **INTRODUCTION**

Final Design and permit review for Sound Transit's Lynwood Link Extension project (the Project) began in May 2016. In order to provide Sound Transit with expedited review and approvals for the Project, the City requires additional staffing and consultant services. The negotiated Staffing Agreement provides for this additional staffing and consultant services.

## **BACKGROUND**

City staff last updated the City Council on the status of the Project on August 3, 2015. During this Council presentation, staff noted that the Project had recently completed its environmental impact analyses and had received a Record of Decision for the Project from the Federal Transit Authority (FTA). Staff also explained at this meeting that prior to Sound Transit's start of the Final Design phase of the Project in the Spring of 2016, the City would work with Sound Transit to identify staffing requirements and agreements needed to ensure the City's issues and concerns related to the Project are effectively addressed throughout the design, permitting, and construction phases of the Project. The staff report from the August 3, 2015 meeting can be found at the following link:

- <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport080315-8b.pdf>

The Project's next steps included receiving FTA approval to enter into Final Design and procuring a final design and construction consultant. Sound Transit received FTA approval on April 11, 2016 and Sound Transit hired HNTB Jacobs as a construction consultant.

In February 2016, Sound Transit and Shoreline signed a Term Sheet (Attachment A) that outlined the general terms and conditions that needed to be addressed in relation to the completion of the final design, permit, and construction of the Project. The Term Sheet identified the need to establish a collaborative process for the identification, review, and approval of all required permits, as well as the identification of City staffing needs to provide an expedited review of the Project's plans, to attend regular meetings between Sound Transit and City staff, and to process anticipated permits and agreements.

Because Sound Transit was quickly moving towards final design, the City agreed to enter into staffing negotiations prior to addressing other issues identified in the Term Sheet. Accordingly, the Staffing Agreement only applies to the design and permitting stage of the project and does not address staffing for the actual construction stage of the Project or other items or issues identified in the Term Sheet, which are still being negotiated.

In addition to these negotiations with Sound Transit, over this past year, the Planning Commission and City Council have considered and adopted various code amendments to allow the Project, which is an Essential Public Facility, to utilize the City's Special Use Permit (SUP) development code provisions as the means to obtain permits with appropriate conditions. Additional background information related to the code

amendments related specifically to light rail transit system/facilities (Adoption of Ordinances Nos. 739 and 741 – Development Code Amendments) is available here:

- <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport032116-7c.pdf>
- <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport071116-8a.pdf>

## **DISCUSSION**

The negotiated Staffing Agreement (Attachment B) covers the costs for the City for an over the shoulder and milestone review of Final Design submittals and an expedited permitting process for the two light rail stations, garages, and related facilities located within the City of Shoreline. The scope of the Staffing Agreement includes:

- Expedited design review and project permitting;
- Payment provisions for services provided by the City of Shoreline; and
- Specified submittal review turnaround periods.

The Staffing Agreement sets forth the roles and responsibilities of Sound Transit and the City with respect to expedited design and permit review and approvals for the Project. The Agreement also sets forth that Sound Transit will reimburse the City for its expenses, estimated at two million dollars (\$2,000,000). This amount represents the Parties' best efforts to estimate the schedule and the related City costs for the pre-construction design and permitting phase of the Project.

Included in the cost estimate is the direct salary rate and direct overhead, including benefits, of the following three full-time positions: 1) Project Manager; 2) Senior Planner; and 3) Development Review Engineer. Two of these positions, the Project Manager in the Public Works Department and Senior Planner in the Planning and Community Development Department, were already approved by the Council as part of the 2016 Budget amendment that was adopted on April 25, 2016. Staff has been moving forward on the hiring of these positions.

Beyond the three full time positions, the Staffing Agreement also provides that Sound Transit will reimburse the City for other consultant and related labor costs necessary for the review and processing of the Project permits (the estimate is set forth in more detail in Exhibit C to the Staffing Agreement (Attachment B)).

Once the Staffing Agreement is executed, the City will invoice Sound Transit for time expended on the Project and will invoice Sound Transit monthly thereafter. Because Sound Transit is currently in the Final Design stage, which has already required City review, the City will also invoice and be reimbursed for related staff time that has already been expended on the Project dating back to May 1, 2016. Along with the invoice, the City is to provide Sound Transit a progress report describing Project activities performed by the City during the reporting period and summary comparing actual costs to the estimated cost projections.

The City will also provide a labor and incidental expenses report detailing hours worked by employee and incidental expenses. If the summary reports indicate that the actual costs are anticipated to exceed the \$2,000,000 estimate, the Parties have agreed to complete an estimate for the Project and develop a course of action to address the additional costs, which could include additional money from Sound Transit or non-expedited processing of the required permits.

### **Sound Transit Approval of the Staffing Agreement**

Sound Transit took the Staffing Agreement to the Sound Transit Board Capital Committee on July 14, 2016, and by approval of MOTION NO. M2016-68, authorized Sound Transit's Chief Executive Officer to execute the Agreement in the amount of \$2,000,000. The Committee also authorized a 10% contingency of \$200,000, for a total authorization amount for staffing not to exceed \$2,200,000. This authorization is contingent on City Council's approval of the Staffing Agreement. A copy of the Sound Transit Staff Report for this Capital Committee action is included as Attachment C.

### **ALTERNATIVES ANALYSIS**

Without the Staffing Agreement, the City would simply process the Sound Transit permits with its existing staff as the current workload allows. Because the City's standard process could not meet Sound Transit's timeline for completion of the project by 2023, the Project would be delayed should the Council not agree to authorize the City Manager to execute the Staffing Agreement. Given this alternative, staff recommends that Council authorize the City Manager to execute the Staffing Agreement.

### **COUNCIL GOAL(S) ADDRESSED**

Goal 3 of the City Council's 2016-2018 City Council Goals and Work Plan is to "Prepare for two Shoreline light rail stations." Action Step #5 under that Goal is to "Work collaboratively with Sound Transit to support the development and review of environmental, architectural, engineering and construction plans for the Lynnwood Link facilities within the City of Shoreline."

### **RESOURCE/FINANCIAL IMPACT**

There are no direct impacts to the City's resources associated with the approval of the Staffing Agreement. Sound Transit is required to pay the cost of over the shoulder and milestone design review and expediting processing of all of the associated permits for the Project. The two full time employees (FTE) positions previously approved by the Council for a Senior Planner and City Project Manager are to be reimbursed as part of the three FTE positions included in this Agreement.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project, subject to final approval as to form by the City Attorney.

## **ATTACHMENTS**

Attachment A: City of Shoreline/Sound Transit Term Sheet

Attachment B: Expedited Permitting and Reimbursement Agreement with Sound Transit  
for the Lynnwood Link Project, with Exhibits

Attachment C: Sound Transit Staff Report to the Sound Transit Capital Committee

**Term Sheet  
Between the City of Shoreline and Sound Transit  
In Anticipation of Future Agreements Related to the Lynnwood Link  
Extension Light Rail Project**

**Background**

On November 4, 2008, Central Puget Sound area voters approved the Sound Transit 2 plan, a package of transit improvements and expansions including increased bus service, an expansion of Link light rail, and improved access to transportation facilities. Accordingly, Sound Transit is planning for the expansion of facilities via the Lynnwood Link Extension Project ("LLE Project"), which extends light rail from the Northgate Transit Center to the Lynnwood Transit Center through the City of Shoreline ("City").

On July 26, 2013, Sound Transit, as the "lead agency" for purposes of the LLE project's compliance with the State Environmental Policy Act ("SEPA"), and the Federal Transit Administration ("FTA") for compliance with the National Environmental Policy Act ("NEPA"), released the Draft Environmental Impact Statement ("DEIS") for the LLE project, thereby starting a 60-day public comment period that ended on September 23, 2013. On September 16, 2013, the City provided comments on the DEIS that identified the City's issues and concerns regarding project impacts on the municipality and its residents.

On November 21, 2013, the Sound Transit Board adopted Motion No. M2013-96, identifying the preferred light rail route and station locations for the LLE FEIS. Sound Transit then advanced preliminary engineering work on the preferred alternative and completed a Final Environmental Impact Statement ("FEIS") that included analysis of the preferred alternative as well as all alternatives considered in the DEIS. Sound Transit and the FTA published the FEIS on April 1 and April 3, 2015, respectively. The FEIS included responses to the City's comments on the Draft EIS.

The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center.

This action established the project definition for the FTA and the Federal Highway Administration ("FHWA") NEPA Records of Decision ("ROD"), issued July 10, 2015 and August 31, 2015, respectively. For purposes of this Term Sheet, the term "Project" refers to that portion of the LLE Project, including mitigation identified in each ROD, which is located within the City.

Construction and operation of the LLE project will provide associated benefits to the residents, businesses and visitors in the City and throughout the region.

Sound Transit is a regional transit authority with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties. The City owns and operates public rights-of-way, utilities, parks and other infrastructure and improvements within the City that will be impacted by Project improvements. The City is responsible for managing streets and rights-of-way and public utilities within its jurisdiction for a variety of uses and public benefits, including public safety. The City is also responsible for administering land use laws and development regulations that will apply to planning, design, development and operation of the Project. Such development regulations and land use laws, including, but not limited to, the

Growth Management Act, Shoreline Management Act and SEPA, grant the City authority to exercise its land use powers in review of permits related to the Project.

The Project includes the following structures, facilities and project considerations within the City:

- An elevated station, an approximately 500-stall parking garage, and bus transfer facilities will be provided just north of NE 145th Street, east of I-5, and interstate ramps will be reconfigured to accommodate the station, garage and bus facilities.
- A route that will proceed along the east side of I-5 in a combination of retained cut, retained fill and elevated structures, partially in interstate right-of-way and partially on adjacent properties, to NE 185th Street.
- A retained cut station and bus transfer facilities will be provided just north of NE 185th Street, east of I-5.
- An approximately 500-stall parking garage will be provided in interstate right-of-way on the west side of I-5, and pedestrian connections between the station and garage will be improved on or adjacent to the existing NE 185th Street bridge over I-5.
- The route will proceed along the east side of I-5 in a combination of retained cut, retained fill and elevated structures, partially in I-5 right-of-way to the City boundary.
- The NE 145<sup>th</sup> Street and NE 185<sup>th</sup> Street stations ("Stations") will be developed with consideration for pedestrian, bus transit, passenger drop-off and pick-up, and bicycle access to link the light rail line with surrounding neighborhoods. Where practical, space for bus passenger and paratransit facilities that facilitate easy transfers and bicycle storage will be provided at or near stations.
- Sound Transit will implement reasonable measures to mitigate significant impacts of construction or operation of the light rail system as identified in the FEIS, and FTA and FHWA RODs, respectively, consistent with Sound Transit Board policy, and will involve local jurisdictions, businesses, community groups, affected institutions and the public in its implementation. In addition, Sound Transit will provide opportunities for affected neighborhoods to have input on the design of the Stations and other project elements to ensure cost-effective, community-sensitive design solutions.
- Sound Transit will continue to work with King County Metro Transit and Community Transit to develop plans for bus feeder service to the Stations, to connect the light rail line to the surrounding communities and encourage Link ridership.
- Sound Transit recognizes the importance of safe and effective pedestrian, bicycle and vehicular access to its facilities. Consistent with Sound Transit's system access policy, Sound Transit will partner with the cities of Seattle, Shoreline, Mountlake Terrace and Lynnwood during project final design to identify and implement appropriate pedestrian, bicycle and vehicular access enhancements to stations focused generally within a quarter mile of the stations.
- Sound Transit and the City ("Parties") agree that the Project with negotiated and identified reasonable and appropriate mitigation, provides substantial benefits to residents, businesses and visitors by connecting the City's residents and regional commuters to regional destinations through a reliable, frequent, high capacity transportation system. The Parties have a joint interest in serving the City and the surrounding region with high quality, convenient public transit as well as ensuring that the Project incorporates design and mitigation measures appropriate to its impacts. The Parties are in the process of negotiating agreements to guide the Project and understand and agree that there are mutual interests outside the scope of the Term

Sheet that may be addressed by separate agreements (e.g., funding agreements, interests involving other parties, ongoing mitigations or rail operations).

**1. Term Sheet Purpose:**

- 1.1. Confirm the common understanding of the general terms and conditions that the Parties believe are necessary to construct the Project.
- 1.2. Provide a framework for coordination and guidance for negotiations and development of agreements that will set forth the conditions and procedures for the Project's construction, operation and maintenance.
- 1.3. Clarify that any agreements negotiated between the City and Sound Transit will be subject to final approval by the Sound Transit Board and the City Council. This Term Sheet does not bind the parties to specific actions, decisions, or approvals, but rather is a commitment to negotiate such agreements in good faith on matters set out in this Term Sheet.
- 1.4. Clarify that additional terms not addressed in this Term Sheet may be identified, negotiated and included in such agreements.

**2. Potential Subjects of Future Agreements:**

- 2.1. Record the intent of Sound Transit and City to work cooperatively to support the Project.
- 2.2. Clarify and/or identify the process and timeline for City reviews, approvals, and permit issuance to allow Sound Transit to construct, operate, and maintain the Project within the City.
- 2.3. Identify the appropriate enhancements or improvements and related infrastructure for the Project and determine implementation, funding and schedule requirements for enhancements or improvements to be undertaken by Sound Transit and the City in connection with the Project, including coordination and phasing of Sound Transit and related projects, as well as projects adjacent to the Project.
- 2.4. Establish program management objectives and management protocols to govern the coordination between Sound Transit and the City during the design, construction, and operation of the Project, including protocols to resolve issues related thereto.
- 2.5. Establish and document decisions with regard to the Project and the 145<sup>th</sup> & 185<sup>th</sup> Station areas, such as construction phasing, communication with affected business and property owners, coordination of utility relocations, funding partnerships, design features for both stations and garages, and other topics to be determined during the negotiation process.
- 2.6. Consider options to identify and manage surplus property in general and in particular optimizing transit oriented development opportunities, especially around the two stations.
- 2.7. Establish terms and conditions related to the City's granting Sound Transit non-exclusive rights to construct, operate, maintain, and own a light rail transit system within City right-of-way.



**3. Project Management and Process:**

- 3.1. The Project schedule includes the following major milestones, which are subject to change and will be revisited during ongoing coordination meetings:
- Begin Final Design Q1 2016
  - 30% Station Design Submittal Q3 2016
  - 60% Design Submittal Q4 2016
  - 90% Design Submittal Q3 2017
  - 100% Design Q1 2018
  - Begin construction Q3 2018
  - Start of revenue service 2023
- 3.2. Sound Transit and the City will establish and document a collaborative process for the identification, review and approval of all necessary permits. This process, at a minimum, will establish any pre-permitting design protocols and/or a design review process, staffing resource needs, identification of technical codes pertinent and necessary to Sound Transit station design, permitting procedures, including timeframes for the review of plans, a schedule for regular meetings between Sound Transit and City staff, a list of anticipated permits and agreements that will be required by the City, continued coordination regarding the identified public design review process, and a process for resolving differences.
- 3.3. The City will identify to Sound Transit other projects and infrastructure in the vicinity of the LLE Project that may affect Project planning, design and construction.
- 3.4. Where applicable, Sound Transit will apply best practices and lessons learned from previous design, construction, and operation of Link light rail.
- 3.5. Sound Transit is the “lead agency” for the purposes of the Project compliance for SEPA. The City agrees that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents, which comprise the “Project Environmental Documents”:
- a. North Corridor Transit Project Alternatives Analysis Report and SEPA Addendum, September 2011;
  - b. Lynnwood Link Extension Project DEIS, July 26, 2013;
  - c. Lynnwood Link Extension Project FEIS, April 1, 2015;
  - d. FTA Record of Decision, July 10, 2015; and
  - e. FHWA Record of Decision, August 31, 2015.
- 3.6. The Parties agree that the LLE Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise exempted by law or agreement.
- 3.7. Sound Transit’s design and construction of the Project is subject to a financial assistance contract between Sound Transit and the FTA. Both parties recognize that the FTA may request changes to agreements to comply with its funding requirements and the Parties agree to consider any such request in good faith.
- 3.8. Sound Transit acknowledges that it has not applied for the required permits for the Project from the City. Sound Transit further acknowledges that the City may desire or need to amend its codes and such amendments are separately subject to SEPA.

- 3.9. Sound Transit and the City will share information in a timely manner and provide notification of issues to one another to resolve problems quickly and efficiently.
- 3.10. Sound Transit and the City will work together in a cooperative fashion to develop a coordination process and protocols for activities involving the Washington State Department of Transportation ("WSDOT"), affected WSDOT-owned facilities or land under WSDOT jurisdiction.
- 3.11. To promote effective intergovernmental cooperation and efficiencies, each Party will designate specific representatives who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each Party.
- 3.12. Sound Transit and the City will appropriately staff and participate in regularly scheduled meetings to coordinate project details ("Designated Representatives"). The Designated Representatives will identify the appropriate staff and set the meeting schedule.
- 3.13. Sound Transit and the City agree to address the items of mutual interest in Sections 4, 5 and 6 and determine the appropriate course of resolution which may include agreements, plans or permits.

#### **4 Overall Project Management**

##### **4.1 Project Management Plan**

- 4.1.1 City and Sound Transit will jointly develop a project management plan to be endorsed by both parties that documents the decision-making process for the Project as well as projects that affect or are affected by the Project.
- 4.1.2 City and Sound Transit will jointly develop an appropriate City staffing plan for Project design review and permit approval.

##### **4.2 Construction Management Plan**

- 4.2.1 Sound Transit, in coordination with the City, will develop an overall construction phasing plan and shall identify ways to minimize disruption to public services and strategies and responsibilities for public communication during construction, including but not necessarily limited to:
  - Haul routes;
  - Staging areas;
  - Hours of work;
  - Communication roles, responsibilities and procedures; and
  - Noise.

##### **4.3 Pre-Construction or Pre-Permitting**

- 4.3.1 Sound Transit will work with the City to develop a plan or plans which address parking management, multi-modal access improvements, and neighborhood traffic and transportation impact assessments.

##### **4.4 Post Construction**

- 4.4.1 City and Sound Transit will work cooperatively to determine maintenance and operations responsibilities that will need to be documented and addressed in a future agreement or plan.

##### **4.5 Dispute Resolution**

- 4.5.1 City and Sound Transit will work cooperatively to identify and adopt a process to resolve disputes at the most efficient lowest level possible.

## **5 Overall Project**

### **5.1 Transportation Facilities**

- 5.1.1 Sound Transit and City will coordinate during design to refine existing transportation analysis to determine the final mitigation identified in the ROD.
- 5.1.2 Any further analysis beyond that completed for the FEIS, including but not limited to, issues such as locations of multi-modal access improvements will be the subject of further discussion between Sound Transit and the City.

### **5.2 Noise**

- 5.2.1 Sound Transit will include plans for noise mitigation as part of its design and public outreach process and will consult with City regarding WSDOT wall design process, plans and options early and throughout the design process.

### **5.3 Stormwater**

- 5.3.1 Sound Transit and the City will coordinate to address stormwater pollution prevention and volume control and identify and allocate (if necessary) any appropriate mitigation or improvements as required by all applicable laws and regulations.

### **5.4 Utility Relocation**

- 5.4.1 As part of final design, Sound Transit will consult and coordinate with the City on plans for relocating public utilities.
- 5.4.2 Sound Transit will identify any required private utility relocations and the Parties will discuss available relocation options.

### **5.5 Trees**

- 5.5.1 Develop and implement a tree mitigation plan.

### **5.6 Design of Ridgecrest Park**

- 5.6.1 Coordinate with the City to conduct a design process that will include outreach in adjacent neighborhood to inform the roadway and park design in addition to or in conjunction with ROD mitigation requirements.

### **5.7 Bike Trail(s)**

- 5.7.1 Sound Transit and City will coordinate on possible options to preserve the opportunity for a bike route and facility improvements along the project track way.

## **6 Station Areas**

### **6.1 Station Design**

- 6.1.1 Sound Transit will incorporate City design guidelines, as reasonably feasible.
- 6.1.2 Sound Transit will design stations as consistent with the most current Sound Transit Design Criteria Manual in conjunction with applicable City codes and design guidelines.

**6.2 Multi-Modal Access Improvements**

6.2.1 During Project design Sound Transit will coordinate with the City to plan, identify and implement appropriate pedestrian, bicycle and vehicular access enhancements and improvements to stations focused generally within a quarter mile of the stations.

**6.3 I-5 Overpass Non-Motorized Access at NE 145<sup>th</sup> Street and NE 185<sup>th</sup> Street**

6.3.1 Sound Transit will coordinate with the City on bicycle and pedestrian improvements to connect the stations across I-5 to the west.

**6.4 Parking Garages**

6.4.1 Consider feasibility of future potential commercial space or uses.

6.4.2 Consider shared parking with adjacent or nearby facilities, consistent with applicable Sound Transit policy.

6.4.3 Include parking garages in station design review process.

6.4.4 Identify policing, security, and maintenance responsibilities and procedures for stations and garages.

**6.5 Design of 195<sup>th</sup> Street Bridge**

6.5.1 Jointly coordinate design of pedestrian bridge and connection to existing city facilities.

**7 Agency Representatives**

7.1 To promote effective intergovernmental cooperation and efficiencies, each Party shall designate a representative who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, and to identify and resolve any issues or disputes in a timely manner related to the Project.

7.2 The Designated Representatives are as follows:

**Sound Transit**

John Evans  
401 S Jackson St  
Seattle, WA 98104  
(206) 903-7254  
john.evans@soundtransit.org

**City of Shoreline**

Nytasha Sowers  
17500 Midvale Ave N  
Shoreline, WA 98133-4905  
(206) 801-2481  
nsowers@shorelinewa.gov

**8. Conclusion and Signature Block**

This Term Sheet is intended by the Parties to serve as a non-binding statement of the Parties' current intent with regards to the Project. Sound Transit and the City acknowledge that this Term Sheet is not a complete statement of terms and conditions that will apply to the transactions contemplated herein. If Sound Transit and the City determine it is in their respective best interests to enter into an agreement or agreements at some future date related to the subject matter of this Term Sheet, the terms of those agreements shall govern. The parties also acknowledge that any future agreements would be subject to approval of the City Council and Sound Transit Board and must comply with applicable federal guidelines.

The City and Sound Transit recognize that future agreements will be subject to approval by the City Council and Sound Transit Board and must comply with applicable federal regulations. Additional issues not addressed in this Term Sheet may be identified and included in these future agreements.

SOUND TRANSIT

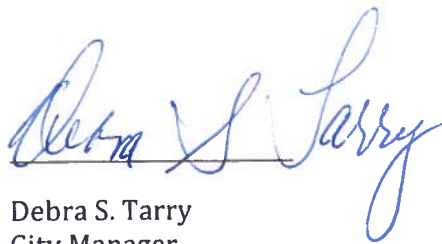


Peter Rogoff  
Chief Executive Officer

2/11/16

Date

CITY OF SHORELINE



Debra S. Tarry  
City Manager

1-21-16

Date

**EXPEDITED PERMITTING AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY FOR THE LYNNWOOD LINK PROJECT**

THIS AGREEMENT (“Agreement”) is entered into between the City of Shoreline, a Washington municipal corporation (“the City”) and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”) for the purposes set forth below. The City and Sound Transit are collectively referred to hereafter as “the Parties” or individually as a “Party.”

**RECITALS**

A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.

B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.

C. The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension project on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center. This action established the project definition for the Federal Transit Administration (“FTA”) and the Federal Highway Administration (“FHWA”) NEPA Records of Decision (“ROD”), issued July 10, 2015 and August 31, 2015, respectively. For purposes of this Agreement, the term “Project” refers to that portion of the Lynnwood Link Extension project, including mitigation identified in each ROD, which is located within the City.

D. The Parties desire to enter into this Agreement to identify land use and administrative permits required by the City for the Project, to provide for Sound Transit to reimburse the City for expedited and timely design reviews prior to Sound Transit’s formal application for such permits, and for the City’s issuance of permits during the Project’s final design and pre-construction phase that are required to start the construction phase of the Project.

E. In order to expedite the design and permitting of the Project, the City has agreed to consider expedited permit processing and related staffing in this Agreement prior to addressing other issues that are still being negotiated, such as construction services. The Parties intend to address the design and permitting stage prior to construction in this Agreement and then address staffing and related permitting or approvals necessary for the construction phase of the Project through future agreement(s) as well as items referenced in the term sheet dated February 11, 2016.

**AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

**SECTION 1 PURPOSE OF AGREEMENT AND DEFINITIONS**

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City's expedited design and permit review and approvals for the Project and Sound Transit's reimbursement for the City's expenses related to such expedited review.

- 1.1 City Services. "City Services" means the activities performed by the City to fulfill the obligations contained within this Agreement, including project management and coordination, preparing invoicing and progress reports, design review, permit review and issuance, and related activities more specifically described in **Exhibit B**.
- 1.2 Construction Permit. "Construction Permit" refers to permits described as Ministerial Decisions or Type A permits in Shoreline Municipal Code (SMC) 20.30.040.
- 1.3 Land Use Permit. "Land Use Permit" refers to permits described as Administrative and Quasi-Judicial Decisions or Type B and C permits in Shoreline Municipal Code (SMC) 20.30.050 and 20.30.060
- 1.4 Design Submittal. "Design Submittal" means a set of design documents and related information that may be needed for permitting purposes for the Project that will be submitted to the City for review as the Project moves through various design review and approval processes.
- 1.5 Project. "Project" means the light rail transit guideway along the east side of I-5 from the southern City boundary to the northern City boundary in a combination of retained cut, retained fill and elevated structures, partially in interstate right-of-way and partially on adjacent properties, with stations and approximate 500-stall parking garages at NE 145th Street and NE 185th Street, with the NE 185<sup>th</sup> Street parking garage on the west side of I-5, and associated mitigation described in the FTA and FHWA RODs and associated improvements related thereto.
- 1.6 Third Party. "Third Party" means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.

**SECTION 2 COOPERATION AND GOOD FAITH EFFORTS**

- 2.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

- 2.3 In additional consideration for the execution of this Agreement the Parties have agreed to negotiate in good faith and execute a separate construction services agreement with the City that shall address additional construction related review and inspections, approvals, and permits (if any). The Parties contemplate that the above-referenced agreement will be finalized and executed prior to the 90% Design Construction Documents Submittal referenced in Section 4.3.

**SECTION 3 SEPA**

- 3.1 Sound Transit is the “lead agency” for the purposes of the Project compliance for SEPA. The City agrees that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents, which comprise the “Project Environmental Documents”:
- a. North Corridor Transit Project Alternatives Analysis Report and SEPA Addendum, September 2011
  - b. Lynnwood Link Extension Project DEIS, July 26, 2013
  - c. Lynnwood Link Extension Project FEIS, April 1, 2015
  - d. FTA Record of Decision, July 10, 2015
  - e. FHWA Record of Decision, August 31, 2015
- 3.2 The Parties agree that the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise exempted by law, regulations, or agreement.

**SECTION 4 COORDINATION OF TIMELY PLAN REVIEW AND PERMITTING**

- 4.1 Project Coordination. In order to facilitate expedited review and approval of the Project and to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, as well as to mitigate the direct financial impact of the Project upon the City, Sound Transit will reimburse the City for the City’s costs to coordinate and expedite the City review process, review design plans, and permit the Project in accordance with Sound Transit’s Project schedule. The City will conduct timely reviews and provide necessary personnel to conduct expedited and necessary review of all permit applications as provided for in this Agreement. The Parties agree to monitor and manage the project work elements so as to control costs, maintain schedule, and provide quality products and service appropriate to the goals of this Agreement.
- 4.1.1 The City shall assign a full-time City staff contact for the Project (“City Coordinator”). The City Coordinator shall provide central coordination of all Design Submittal reviews and comments from all involved City departments. The City Coordinator shall resolve any inconsistencies among review comments from the City departments and the utilities described in Section 4.7, and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. The City Coordinator shall be responsible for ensuring all City design review



comments are accurately documented in the correct Sound Transit design review format.

In addition to these tasks, the City Coordinator shall participate in regularly scheduled project-level coordination meetings and provide on-going project management activities including progress reports and invoicing in accordance with Section 5.3. The City Coordinator shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (*e.g.*, utility projects, public works projects, transportation projects, private development projects) that have the potential to conflict or interfere with the design and construction of the Project. The City may change the City Coordinator by providing notice to Sound Transit.

4.1.2 Sound Transit shall assign a Sound Transit staff contact for the Project (“ST Coordinator”). The ST Coordinator shall be central point of contact for Project design and coordination. In addition to these tasks, the ST Coordinator shall schedule and manage Project coordination meetings. The ST Coordinator shall ensure that all review comments are addressed and that responses to comments are coordinated between all Sound Transit departments and Project consultants. The ST Coordinator will also be responsible for ensuring that the City is informed as soon as practicable of any scope or schedule changes that may impact the City. Sound Transit may change the ST Coordinator by providing notice to the City.

4.2 Plan Review. The City and ST Coordinators will schedule and facilitate regular meetings between the Project designers and reviewers to evaluate and comment on Project design elements. The purpose of the regular review meetings is to keep the City’s reviewers apprised of the latest developments in the design, seek informal feedback or formal concurrence from the City on aspects of the design as it is progressing, and determine whether previously identified corrections are being adequately addressed prior to the next Design Submittal. The intent is to limit formal review periods to the identified Design Submittals. To the extent that disputes arise about how a design correction should be resolved, or whether a design correction is appropriate, the City and ST Coordinators shall attempt to resolve issues at the lowest level possible. If the City and ST Coordinators are not able to resolve a dispute within fourteen (14) or sooner if the City and Coordinators agree that the matter requires elevation, the dispute resolution process described in Section 10 shall be initiated.

4.3 Design Submittals. Sound Transit will notify the City Coordinator three (3) weeks in advance of providing a Design Submittal to the City for review. The City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within thirty (30) calendar days of receipt of the Design Submittal:

- 30% Design Development Concept Submittal
- 60% Design Development Submittal
- 90% Design Development Submittal
- 100% Construction Permitting Submittal

If within five (5) working days of the submittal the City provides notice to Sound Transit that a Design Submittal that has been submitted or resubmitted by Sound Transit is incomplete, the timeline for that particular review shall be deemed not to have started until Sound Transit submits a complete set of plans. City will notify Sound Transit if additional time is required to determine completeness of the submittal. If no notice is provided within five (5) working days, the submittal shall be considered to be complete.

If the City foresees that Design Submittal comments will not be returned within thirty (30) days of receipt of the Design Submittal, the City Coordinator shall notify the ST Coordinator as soon as the delay is identified and the City and ST Coordinators will jointly determine whether corrective steps described in Section 5.6.1 should occur.

4.4 Permits. The Parties agree that the City's Special Use Permit process shall be used for the Project, and that all discretionary permit decisions shall be made within the Special Use Permit process. The Parties further agree that the 30% Design Development Submittal shall be used as the basis for the City's review of the Special Use Permit. The required elements of the 30% Design Development Submittal to satisfy the Special Use Permit requirements are described in **SMC 20.30.330** . Construction Permits that may be required by the City are described in **Exhibit A**.

4.5 Timing. The City shall assign the City Coordinator, upon of execution of this Agreement and Sound Transit shall assign the ST Coordinator upon execution of this Agreement. Final Design is expected to continue through the first quarter of 2018 with Design Submittals scheduled as follows:

- Q3, 2016: 30% Design Development Submittal/Special Use Permit Submittal
- Q1, 2017: 60% Design Development Submittal
- Q3, 2017: 90% Design Development Submittal
- Q1, 2018: 100% Construction Permitting Submittal

The Special Use Permit is scheduled to be issued before Quarter 1, 2017.

4.6 Project Changes. In the event that the Sound Transit Board enacts a Project change that would affect the level of effort to be performed by the City or the Project schedule, the ST Coordinator and the City Coordinator shall work diligently to address and propose any necessary amendments to the permits, City Services, schedule, or cost estimate of this Agreement.

4.7 Third Party Utilities. This Agreement acknowledges that the City intends to take over the operations of the Ronald Wastewater District in King County at some time prior to the expected issuance of construction permits for the Project. The City shall review and comment on all Design Submittals with due consideration of its intended future operational interests in the facilities of said utility district.

**SECTION 5 FINANCIAL REIMBURSEMENT**

***ST HAS NOT COMPLETED INTERNAL REVIEW OF THE FINANCIAL PROVISIONS IN THIS SECTION***

- 5.1 Amount. The cost estimate provided in Exhibit C represents the Parties' best and reasonable efforts to estimate the schedule and budget for City costs related to the pre-construction phase of the Project. Based on this estimate, Sound Transit will pay the City an amount not to exceed Two Million Dollars (\$2,000,000) to reimburse the City of costs incurred related to design review, permitting, and project management and coordination of the Project as described in this Agreement.
- 5.2 Eligible Costs. The City may invoice Sound Transit for the following actual costs incurred on or after May 1, 2016.
  - 5.2.1 Staffing. The direct salary rate and direct overhead, including benefits, of the staff assigned to the Project. The cost estimate assumes that Sound Transit will fund three full-time positions as identified in, and at the approximate rates shown, in **Exhibit C**, and will also reimburse labor costs for other individuals providing City Services and supporting work efforts described in this Agreement.
  - 5.2.2 Consultants. Direct costs incurred by the City to retain consultants to work on the Project.
  - 5.2.3 Incidental Expenses. The City's direct expenses needed to support the City Services described in this Agreement, such as supplies, meeting expenses, mileage and travel from City offices to Sound Transit meeting locations, etc. No mark-up is allowed on incidental expenses.
  - 5.2.4 Non-eligible Costs. This Agreement does not cover the staffing, design review, or permitting costs incurred by North City Water District, Ronald Wastewater District, or the Shoreline Fire Department. This Agreement also does not cover the City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles.
- 5.3 Invoicing. The City shall invoice Sound Transit on a monthly basis. Invoices shall bear the name and address of the City's Designated Representative, reference this Agreement and a purchase order number that will be provided upon execution of this Agreement, and contain the supporting documentation described below. Invoices must be signed by an authorized representative of the City who shall verify that that the invoice is accurate and the work has been performed in accordance with the terms of this Agreement. Sound Transit shall remit payment within thirty (30) days of receipt of a complete invoice. The required supporting documentation follows.
  - 5.3.1 Progress report describing City Project activities performed during the reporting period and summary comparing actual costs to the estimated cost projections shown in Exhibit C.

- 5.3.2 Labor and Incidental Expenses report detailing hours worked by employee and incidental expenses with receipt or back-up documentation.
- 5.4 Agreement Management. In the event that actual costs are anticipated to exceed the amounts estimated in **Exhibit C**, the City Coordinator and the ST Coordinator shall prepare a cost to complete estimate for the Project and develop a course of action as appropriate, which may include amending this Agreement to modify the scope, schedule, or increase the not-to-exceed amount. The Designated Representatives may replace exhibits to this Agreement by mutual consent as described in Section 18.10.
- 5.5 Failure to Meet Timelines.
  - 5.5.1 If the City does not perform the permit review in such a manner as to meet the Design Submittal review times set forth Section 3.3, and if the failure to perform is solely attributable to the City's actions, corrective action must be taken by the City. Appropriate corrective action will first be established by the City and Sound Transit Designated Representatives. Should corrective action not resolve the problem within one (1) week, then Sound Transit may request other resolutions and/or a reduction in the fees owed by Sound Transit to the City
  - 5.5.2 Both parties agree that timely performance by the City relies on the City being fully staffed. If staff assigned to the Project quit without notice, are terminated for cause, or are absent for a period longer than two (2) weeks, the City shall develop a remedy within one (1) week to replace the staff resource until the position is filled. Failure to perform in accordance with the timelines set forth in Section 3.3 will be found if the City is not actively seeking to replace the staff or using third party resources within this timeframe.

**SECTION 6                   SUSPENSION AND TERMINATION**

- 6.1 If the City has not received payment from Sound Transit as provided in Section 5.3, the City may suspend performance of all or any part of the associated work after giving Sound Transit thirty (30) days' notice of City's intent to do so. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted.
- 6.2 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 8 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' notice to the other Party.
- 6.3 This Agreement shall also terminate with the mutual consent of both parties.

- 6.4 Except as provided in this Section 6, a termination by either Party shall 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 accord with the terms of this Agreement

**SECTION 7 INDEMNITY**

- 7.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
- 7.1.1 The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and
- 7.1.2 The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.
- 7.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.
- 7.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

**SECTION 8 DISPUTE RESOLUTION**

- 8.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.
- 8.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

- 8.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 8.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:
- 8.4.1 Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- 8.4.2 Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management and the City's Planning and Development Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
- 8.4.3 Level Three - Sound Transit's Chief Executive Officer or Designee and the City's Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 8.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall 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. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

**SECTION 9            REMEDIES AND ENFORCEMENT**

- 9.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:
- 9.1.1 Commencing an action at law for monetary damages;
- 9.1.2 Commencing an action for equitable or other relief;

- 9.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or
- 9.1.4 The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.
- 9.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.
- 9.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

**SECTION 10 DURATION OF AGREEMENT**

- 10.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until all required City reviews, permits and approvals needed for Project construction have been issued or completed, or until the start of Lynnwood Link Extension revenue operations, whichever comes first, unless sooner terminated as provided in Section 6 above.

**SECTION 11 WARRANTIES**

- 11.1 By execution of this Agreement, the City warrants:
  - 11.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and
  - 11.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.
- 11.2 By execution of this Agreement, Sound Transit warrants:
  - 11.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and
  - 11.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon

approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

**SECTION 12 ADMINISTRATION OF AGREEMENT**

- 12.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.
- 12.2 Each Party shall bear its own costs of administering this Agreement.

**SECTION 13 POSTING OF AGREEMENT**

- 13.1 Pursuant to RCW 39.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

**SECTION 14 ASSIGNMENT AND BENEFICIARIES**

- 14.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third party beneficiaries to this Agreement.

**SECTION 15 DESIGNATED REPRESENTATIVES**

- 15.1 To promote effective intergovernmental cooperation and efficiencies, each party designates the following persons as their representatives ("Designated Representatives") who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall coordinate with the City Coordinator and the ST Coordinator and shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The Designated Representatives are:

SOUND TRANSIT:

Michelle Ginder, Light Rail  
Development Manager

CITY OF SHORELINE:

Nytasha Sowers, Transportation Services  
Manager

- 15.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by providing notice to the other party during the term of this Agreement.

**SECTION 16 NOTICES**



- 16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.
- 16.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 6, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

**SECTION 17      AUDITS**

- 17.1 Sound Transit and the City shall maintain accounts and records, including contract and financial records, which 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 City by Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the City and Sound Transit.

**SECTION 18      GENERAL PROVISIONS**

- 18.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Shoreline City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Shoreline City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 18.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 18.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 18.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

- 18.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 18.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 18.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 18.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 18.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.
- 18.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to Exhibits. Such amendments shall be binding upon the parties without the need for formal approval by the Sound Transit Board and the Shoreline City Council, as long as the amendments are generally consistent with this Agreement, do not exceed the dollar amount identified in Section 5.1, or the authority granted by the Sound Transit Board to the Sound Transit CEO and do not require the City to employ permanent staff in excess of the FTEs approved in the City's annual budget.
- 18.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 18.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 18.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

18.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

**SECTION 19 SEVERABILITY**

19.1 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

**SECTION 20 CITY'S PERMITTING AND REGULATORY AUTHORITY**

20.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory or permitting authority as to any of the permits required for the Project, nor a predetermination of the compliance of the project with applicable codes and regulations. The City retains the right to approve or reasonably condition permits required for the Project within the bounds of the City's legal authority.

**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:

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY  
(SOUND TRANSIT)

THE CITY OF SHORELINE

By: \_\_\_\_\_  
Peter M. Rogoff, Chief Executive  
Officer

By: \_\_\_\_\_  
Debbie Tarry, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Motion No. \_\_\_\_\_

Authorized \_\_\_\_\_ by  
[Ordinance/Resolution/Motion] on \_\_\_\_\_  
2016.

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Stephen Sheehy, Legal Counsel

By: \_\_\_\_\_  
Margaret King, City Attorney

Exhibit List:

Exhibit A: Covered Permits

Exhibit B: Description of City Services

Exhibit C: Estimated Cost for Final Design Review and Permit Process

**Exhibit A- Permits Covered by Agreement**

<b>Permit Type</b>	<b>Notes</b>
Building Permits: Commercial & Residential	Includes Plan Review & WABO surcharge
Mechanical Permits	
Plumbing Permits	
Site Development Permits	
Clearing and Grading	
Tree Removal	
Right of Way Use	(if applicable)
Right of Way Site	
Lot Line Adjustments, Lot Mergers, Subdivisions	
Demolition Permits	<u>Includes inspection if demolition completed prior to end of agreement.</u>
Sign Permits	
Administrative Design Review	(if applicable)
Temporary Use Permits	
Special Use Permits	
Interpretations of the Development Code	(if applicable)
Variances – Zoning	(if applicable)
Critical Area Special Use Permits	
Street Vacation Permit	(if applicable)
Deviation from Engineering Standards	(if applicable)

**Notes:**

- (1) Utility permits such as electrical permits are not included as part of this agreement.
- (2) Fire System- Construction permit– intake and issuance once approved by the Shoreline Fire District will be performed by the City of Shoreline as part of this agreement. Review of these permits will be completed by the Shoreline Fire District and not included as part of the service provided by the City as specified in this agreement.
- (3) Fire System Operational permits are not part of this agreement.
- (4) Third Party review of submittal items in accordance with SMC Title 20 is not included as part of this agreement.

**EXHIBIT B: CITY SERVICES TO BE PROVIDED**

**SECTION 1 STAFFING AND RESOURCES COVERED**

The Final Design Submittals are expected to be submitted to the City separately for various elements of the Project, rather than as a complete package. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit, as closely as practical within the number of days specified in Section 5 of the Staffing Agreement for each of the following Design Submittals:

- 30% Design Submittal (185<sup>th</sup> and 145<sup>th</sup> Street Stations, Garages and site)
- 60% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 90% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 100% Construction Permitting Submittal

In order to proactively work through design issues, and reduce the amount of time required for formal review of these design submittals, key city of Shoreline staff will meet on a regular basis with the Sound Transit design review team on elements of the design. Weekly coordination and design meetings are anticipated for the duration of the Final Design phase of the project.

Staff is also expected to participate in the following workshops: Value Engineering; Risk Assessment; Station Area Multi-modal Access; Permitting and other project delivery related project workshops.

**1.1 Overview of Positions Required**

City Project Manager (City Coordinator)\*

The City Coordinator, as referred to in the Agreement, has the role of City Project Manager and is henceforth referred to as such in this document. The City Project Manager will coordinate City design and permitting review for the Project. The City Project Manager shall provide central coordination of all Design and Permit Submittal reviews and comments from all involved City departments. The City Project Manager shall resolve any inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review comments. In addition to these tasks, the City Project Manager shall participate in regularly scheduled project-level design and coordination meetings. The City Project Manager shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

The City Project Manager shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement.

Responsibilities include:

- Provide to Sound Transit, monthly progress reports and invoicing in accordance with Section 5 of the Agreement.
- Lead coordination for the review of design and permitting submittals for both light rail stations and garages in Shoreline, light rail track alignment and other associated structures.
- Review design and permitting submittals in coordination with the City's Engineering, Planning and Community Development (PCD), Surface Water & Environmental Services and Operations/Maintenance and provide written review comments at 30%, 60%, and 90% design submittals and 100% construction permitting submittal.
- Lead weekly internal coordination meetings with City Staff. Attend weekly project design and coordination meetings with Sound Transit staff and design consultants.
- Lead City's ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues.
- Lead response to inquiries from City staff, Council and Citizens. Serve as a liaison from Council recommendation to staff reviewers for the 30%, 60%, 90%, and the Construction Permitting Submittal for the stations, garages, sites associated structures, and ROW improvements.

Project Administrative Assistant

This position will support the City Project Manager and Shoreline staff's review of the Final Design and permitting submittals for the Lynnwood Link Light Rail project and support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency technical staff and their consultant team. Specific duties including:

- Distributing design deliverable documents to City staff or consultants for review, tracking and compiling reviewer comments, following up on comments to submittals, drawings and specs reviews, etc.,
- Providing support to the department/division; administrative support for a variety of committees as assigned –preparing meeting materials and summarizing meeting discussions and outcomes
- Collecting, reviewing, and inputting staff comments into required spreadsheets and SharePoint sites. Establishing and maintaining permanent hard files and soft (SharePoint) copies of project files.

City Development Review Engineer\*

The City shall assign a Development Review Engineer for the Project. The City Development Review Engineer will lead development review of design and permitting submittals for both light rail stations and garages, light rail track alignment, associated structures and right of way improvements. This position will review Project designs, specifications, estimates, and other documents. Specific responsibilities will include:

- Review plans for compliance with applicable codes and City standards including, but not limited to, roadway/frontage design, erosion control, American Disabilities Act wastewater and surface water.

- Review design and permit submittals in coordination with PCD, Surface Water & Environmental Services, Construction Services, Traffic Services and Operations/Maintenance; provide written review comments at 30%, 60%, 90% and 100% completion.
- Attend weekly internal coordination meetings, weekly design and coordination meetings with Sound Transit staff and design consultants.
- Ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues.
- Assist with response to inquiries from City staff, Council and Citizens.

Traffic Engineer

The City shall assign a Traffic Engineer to the Project. The Traffic Engineer will review, analyze and recommend appropriate mitigation regarding traffic engineering and impact studies associated with Lynnwood Link Extension project as it relates to Shoreline.

Project Responsibilities will include:

- Review of the station area multi-modal access assessments to ensure pedestrian, bus, bicycle and traffic needs are met and/or appropriately mitigated;
- Review 30%, 60%, 90% and 100% Construction Permitting Submittal for traffic elements such as signals, channelization, signage and other traffic control devices;
- Review construction phase traffic control, maintenance of traffic, and haul route plans for the project;
- Work with neighborhoods to identify concerns and develop traffic calming and parking alternatives in alignment with the Neighborhood Traffic Safety Program;
- Ensure Sound Transit's traffic modeling accurately reflects existing and future conditions. Make sure Sound Transit's impacts are incorporated into the City's Traffic Model;
- Assist with response to inquiries from City staff, Council and Citizens; and
- Attend internal coordination meetings with Sound Transit staff and design consultants..

Senior Planner\*

The City shall assign a Senior Planner for the project. This position will conduct the design review process for the stations, garages, sites, and associated structures at the 30%, 60%, 90% & final phases. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination.

Project responsibilities will include

- Serve as the lead zoning reviewer and prepare comments on the 30%, 60%, 90% and 100% construction permitting submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20;
- Serve as lead reviewer for processing the following permit types: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of the Development Code, Variances, and Critical Area Special Use permit(s),;

- Attending weekly internal coordination meetings and biweekly agency coordination meetings regarding design and permitting as needed;
- Updating the City's website & Currents with ongoing information about the project;
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the design of the Lynnwood Link Extension project;
- Developing local codes, policies, agreement components and procedures related to light rail construction and ongoing services; and

NOTE: The City anticipates utilizing the services of an on-call Planner Associate to assist the Senior Planner with the review of the 30%, 60%, 90% and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

#### Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project. This position will perform plans examination for the stations, garages, miscellaneous structures (retaining walls, noise walls, signs) as part of the 30%, 60% 90% and 100% review of design and permit submittals. This position will be tasked with:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15;
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to the 30%, 60%, 90% and final submittals;
- Review and comment on the compliance of the 30%, 60%, 90% and 100% design and construction plans and specifications with the Regulations for Barrier Free Facilities and Energy Codes; and
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

NOTE: The City anticipates utilizing additional on-call consulting services to assist the Structural Plans Examiner with the review of the 30%, 60%, 90% and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

#### Permit Technician

The Permit Technician will perform such duties as:

- Logging all plan sets and revisions received for the official 30%, 60%, 90% and final 100% submittal into the permit tracking system;
- Setting up file sets to distribute to reviewers; and
- Processing (intake and issuance) of all ancillary permits as described in Exhibit B.



Building Inspector

It is anticipated that starting in 2017 Sound Transit may be acquiring permit approvals and completing “early work” such as demolitions. Therefore, this agreement includes inspection services for demolition permits. The City anticipates contracting with a consultant to perform these inspections on an on-call basis.

Lead Construction/ROW Inspector

The City shall assign a Lead Construction/ROW Inspector for the project construction to ensure construction activities meet City standards and permit requirements. With construction occurring at multiple locations with different contractors it is important to have a “Lead” that can coordinate between projects/permits, provide assistance when needed and communicate issues with Contractors and Sound Transit.

Typical tasks include:

- Assisting the Construction Supervisor in managing inspection work for Sound Transit projects;
- Manage three construction inspectors;
- Organize material testing and documentation services;
- Manage one full-time Project Coordinator;
- Coordination with ongoing current ROW inspections not related to Sound Transit projects;
- Coordination with City Operations/Maintenance and third-party utilities;
- Coordinate and communicate issues or problems with Sound Transit, Contractors, utility companies and/or other City staff to reach solutions;
- Work with citizens, residents to answer questions and resolve issues;
- Review 30%, 60%, 90% and final plans for all Right of Way work; specifically review construction feasibility and construction impacts such as haul routes, staging areas, and noise; and
- Maintain oversight of all permits in construction areas including anticipating/identifying conflicts or problems between permit activities.

The following positions are not currently funded by the Staffing Agreement:

Project Coordinator (Construction)

The Project Coordinator will manage and maintain permit and construction documentation for multiple permits occurring simultaneously at different locations by different contractors.

Typical tasks include:

- Managing all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Support and coordinate with Lead and other Construction/ROW Inspectors by coordinating inspection requests, preparing for meetings, maintaining meeting agendas and minutes, and documenting/tracking issues and resolutions;
- Manage and/or transfer as-built data to CityWorks asset management and GIS;
- Answering inquiries from City staff and Citizens related to construction inspection and operations;
- Assisting in maintenance of the City's Sound Transit information web pages; and
- Archiving records related to this project for all staff working on the project.

Construction/ROW Inspector

These positions will perform inspection of all construction activities in the Right of Way to ensure projects meet permit requirements, City and other codes or standards. Multiple projects will be occurring in multiple locations by multiple contractors which will require multiple inspectors.

Based on current information the following projects/phases will require frequent inspections:

- Frontage and other improvements at 145<sup>th</sup> Station
- Frontage and other improvements at 185<sup>th</sup> Station
- Realignment of roadways and other impacts associated with track construction
- Utility relocations associated with all elements of the project
- Other capital projects associated with mitigation (i.e. sidewalks, signal reconstruction)

Typical tasks include:

- Ongoing inspection of two light rail stations and light rail track alignment and structures (civil, utilities, frontage improvements, roadway relocations, street landscaping, etc.);
- Inspect for adequate traffic control;
- Coordinate with City and third-party utilities during construction;
- Maintaining clear written, photographic and video records of all construction under permits;
- Inspection of separate capital projects related to Sound Transit Lynnwood Link projects;

Attachment B

Staff Position	2016		2017		2017		2017		2017		2017		2018		2018		2018		2018	
	FTE	Salary, benefits and dir overhead	Q3 Cost 2016	FTE	Salary, benefits and dir overhead	Q4 Cost 2016	Q1 Cost 2017	Q2 Cost 2017	Q3 Cost 2017	Q4 Cost 2017	Q1 Cost 2017	Q2 Cost 2017	Q3 Cost 2017	Q4 Cost 2017	Q1 Cost 2018	Q2 Cost 2018	Q3 Cost 2018	Q4 Cost 2018	Q1 Cost 2018	Q2 Cost 2018
PW - Transportation Planning/PM Project Administrator Assistant	30-60% Design Over-Shoulder		0.25																	
	1	\$ 78,000	\$41,177	0.5	\$ 78,000	\$39,500	0.25	\$ 78,000	\$39,500	0.25	\$ 78,000	\$39,500	0.25	\$ 78,000	\$39,500	0.25	\$ 78,000	\$39,500	0.25	\$ 78,000
	0.5	\$ 69,480	\$16,505	1	\$ 69,480	\$39,000	1	\$ 68,930	\$17,922	1	\$ 68,930	\$55,944	0.75	\$ 68,930	\$26,883	0.5	\$ 68,930	\$17,922	0.5	\$ 68,930
Planning & Community Development Permit, Associate Technical Assistant Building Inspector Breadth-Market Plane Examiner, Structural	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800
	0	\$ 56,590	\$0	0	\$ 56,590	\$0	0.26	\$ 56,090	\$7,854	0.26	\$ 56,090	\$7,854	0.25	\$ 56,090	\$7,552	0.25	\$ 56,090	\$7,552	0.25	\$ 56,090
	0	\$ 88,000	\$0	0	\$ 88,000	\$0	0.5	\$ 91,550	\$23,803	0.5	\$ 91,550	\$23,803	0.5	\$ 91,550	\$23,803	0.5	\$ 91,550	\$23,803	0.5	\$ 91,550
	0.25	\$ 110,000	\$0	0.5	\$ 110,000	\$28,600	1.25	\$ 113,150	\$73,548	1.5	\$ 113,150	\$88,257	1.5	\$ 113,150	\$88,257	1.5	\$ 113,150	\$88,257	1.5	\$ 113,150
	0.15	\$ 150,000	\$12,800	0.25	\$ 150,000	\$30,800	0.25	\$ 154,800	\$12,424	0.25	\$ 154,800	\$12,424	0.25	\$ 154,800	\$12,424	0.25	\$ 154,800	\$12,424	0.25	\$ 154,800
	0.25	\$ 150,000	\$70,800	0.3	\$ 150,000	\$54,960	0.3	\$ 154,800	\$21,424	0.25	\$ 154,800	\$21,424	0.25	\$ 154,800	\$21,424	0.25	\$ 154,800	\$21,424	0.25	\$ 154,800
PW - Engineering & Construction Services Civil/Traffic Engineer Engineer (Traffic) Lead Construction/ROW Inspector Project Coordinator (Coord.) Construction/ROW Inspector	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800	\$41,177	1	\$ 79,800
	0.1	\$ 60,855	\$11,644	0.1	\$ 60,855	\$11,644	0.1	\$ 62,480	\$3,249	0.1	\$ 62,480	\$3,249	0.1	\$ 62,480	\$3,249	0.1	\$ 62,480	\$3,249	0.1	\$ 62,480
TOTAL FTE by District	4.75		\$371,606	5.4		\$303,939	7.41		\$411,939	7.96		\$311,193	7.77		\$371,606	7.85		\$411,939	7.6	
			\$371,606			\$303,939			\$411,939			\$311,193			\$371,606			\$411,939		

**Current Staff**

Staff Position: Permit, Associate Technical Assistant

Annual Salary: \$79,800

Hourly rate: \$38.40

Annual rate escalation: 3.0%

2016: \$79,800, 2017: \$82,182, 2018: \$84,646, 2019: \$87,192, 2020: \$89,821, 2021: \$92,535, 2022: \$95,335, 2023: \$98,223, 2024: \$101,201

2016: \$60,855, 2017: \$62,880, 2018: \$64,992, 2019: \$67,192, 2020: \$69,480, 2021: \$71,855, 2022: \$74,315, 2023: \$76,865, 2024: \$79,505

2016: \$11,644, 2017: \$11,644, 2018: \$11,644, 2019: \$11,644, 2020: \$11,644, 2021: \$11,644, 2022: \$11,644, 2023: \$11,644, 2024: \$11,644

2016: \$3,249, 2017: \$3,249, 2018: \$3,249, 2019: \$3,249, 2020: \$3,249, 2021: \$3,249, 2022: \$3,249, 2023: \$3,249, 2024: \$3,249

2016: \$11,644, 2017: \$11,644, 2018: \$11,644, 2019: \$11,644, 2020: \$11,644, 2021: \$11,644, 2022: \$11,644, 2023: \$11,644, 2024: \$11,644

2016: \$3,249, 2017: \$3,249, 2018: \$3,249, 2019: \$3,249, 2020: \$3,249, 2021: \$3,249, 2022: \$3,249, 2023: \$3,249, 2024: \$3,249

2016: \$11,644, 2017: \$11,644, 2018: \$11,644, 2019: \$11,644, 2020: \$11,644, 2021: \$11,644, 2022: \$11,644, 2023: \$11,644, 2024: \$11,644

2016: \$3,249, 2017: \$3,249, 2018: \$3,249, 2019: \$3,249, 2020: \$3,249, 2021: \$3,249, 2022: \$3,249, 2023: \$3,249, 2024: \$3,249

2016: \$11,644, 2017: \$11,644, 2018: \$11,644, 2019: \$11,644, 2020: \$11,644, 2021: \$11,644, 2022: \$11,644, 2023: \$11,644, 2024: \$11,644

2016: \$3,249, 2017: \$3,249, 2018: \$3,249, 2019: \$3,249, 2020: \$3,249, 2021: \$3,249, 2022: \$3,249, 2023: \$3,249, 2024: \$3,249

**Staff Position estimates include:**

- Hourly rates include salary & benefits and "direct overhead"
- Hourly rates factor out vacations, sick leave, and training for total hours actually worked in a year 1768.
- Direct overhead includes:
  - One-time costs associated with positions
  - amultitask to include, computer, desk phone, cubicle/desk, and chair.
  - Ongoing costs associated with staff include, cell phone, office supplies, travel and training.
- Direct overhead does not include manager oversight
- Staff positions annual rate increase is based on 10 year Financial Sustainability Plan
- Consultant estimate
- Annual rate escalation current with consultant rates.

**DOES INCLUDE**

- All Permit fees (building, land use and ROW)
- Up to 100% design
- Over-the-shoulder
- Midwestern review

**DOES NOT INCLUDE**

- Recording fees (essays, last lines, ROW)
- Post building inspections (except early work)
- Permittee coordination
- No permit fees (except for recording fees)
- ROW inspection (boundary redlines, fringeage improvements, utility redlines), fringeage
- No permit fee utility redlines (sewer related permits)
- Over-all coordination after 100%

(TOTAL) \$ 1,979,811.49

**MOTION NO. M2016-68**

**Expedited Permitting and Reimbursement Agreement with the City of Shoreline for the Lynnwood Link Extension**

<b>MEETING:</b>	<b>DATE:</b>	<b>TYPE OF ACTION:</b>	<b>STAFF CONTACT:</b>
Capital Committee	7/14/2016	Final Action	Ahmad Fazel, DECM Executive Director <b>Rod Kempkes, Executive Project Director - Lynnwood Link</b> <b>Michelle Ginder, Light Rail Development Manager</b>

**PROPOSED ACTION**

Authorizes the chief executive officer to execute an Expedited Permitting and Reimbursement Agreement with the City of Shoreline for the Lynnwood Link Extension in the amount of \$2,000,000, with a 10% contingency of \$200,000, for a total authorized agreement amount not to exceed \$2,200,000.

**KEY FEATURES SUMMARY**

- This action provides for expedited permitting and design review services by the City of Shoreline for the portion of the Lynnwood Link Extension within the City’s jurisdiction.
- The scope of the agreement includes:
  - Expedited design review and project permitting.
  - Payment provisions for services provided by the City of Shoreline.
  - Specified submittal review turnaround periods.
- The agreement will expedite ongoing design review throughout the final design phase of the project to avoid the risk of major revisions during the permitting phase.
- This action covers City staff time that would otherwise be covered by permit fees. Construction inspection and other construction phase services by the City will not be included in the agreement and may be included in a future agreement after the project is baselined.
- The Shoreline City Council is scheduled to take action on this agreement on July 25, 2016. Execution of this agreement is contingent on that approval.

**BACKGROUND**

The Lynnwood Link Extension is an 8.5-mile light rail extension from Northgate to Lynnwood with service to the cities of Shoreline, Mountlake Terrace, and Lynnwood. The extension will travel primarily along I-5 and include four stations at NE 145th Street, NE 185th Street, Mountlake Terrace Transit Center, and Lynnwood Transit Center. New parking structures will be constructed at NE 145th Street, NE 185th Street, and Lynnwood Transit Center. The project began final design in 2016 and is scheduled to open for service in 2023.

The Lynnwood Link Extension Final Environmental Impact Statement was issued in April 2015, in compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA). The Sound Transit Board selected the project route, profile, and stations on April 23, 2015. The Federal Transit Administration issued a NEPA Record of Decision (ROD) for the project on July 10, 2015 and the Federal Highway Administration issued a Record of Decision on August 31, 2015, completing the NEPA process.

Under this agreement, the City of Shoreline will provide expedited permitting services to provide coordination between the Sound Transit final design team and all involved City departments. The proposed agreement will engage City staff in ongoing design collaboration with Sound Transit to maintain the design schedule for the Shoreline portion of the Lynnwood Link Extension. The agreement will provide reimbursement to the City of Shoreline to employ temporary staffing resources to expedite ongoing design review throughout the final design phase of the project and avoid the risk of major revisions during the permitting phase.

Construction inspection and other construction phase services by the City will not be included in the agreement and may be included in a future agreement after the project is baselined.

Future Board actions will baseline the project budget and schedule (Phase Gate 5) at approximately the mid-point of final design, and authorize construction (Phase Gate 6) at the completion of final design.

**PROJECT STATUS**

<b>Project Identification</b>	<b>Alternatives Identification</b>	<b>Conceptual Engineering</b>	<b>Preliminary Engineering</b>	<b>Final Design</b>	<b>Construction</b>
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Projected Completion Date for Final Design Phase: Q2 2018  
Project scope, schedule, and budget summary located on pages 33-35 of the March 2016, Agency Progress Report.

**FISCAL INFORMATION**

This action is within the adopted budget and sufficient monies remain after approval of the action to fund the remaining work in the Third Party phase as contained in the current cost estimates of this project.

The total project budget in the 2016 Transportation Improvement Plan (TIP) for the Lynnwood Link Extension is \$487,861,000. Within that amount, \$2,200,000 has been set aside for Other Third Parties in the Third Party phase. The proposed action would commit \$2,200,000 for this line item, and leave no remaining budget balance.

Consistent with Board’s Budget policy, staff transferred \$2,200,000 from Third Party phase unallocated contingency to Other Third Parties. This transfer within the Third Party phase of the project took place in June 2016 to provide sufficient budget for this line item to fund the proposed action.

Lynnwood Link Extension	2016 TIP	Board	This Action	Board	Uncommitted / (Shortfall)
		Approvals		Approved Plus Action	
Agency Administration	88,305	9,326		9,326	78,979
Preliminary Engineering	42,000	41,244		41,244	756
Final Design	111,453	83,713		83,713	27,739
Right of Way	123,779	8,039		8,039	115,740
Construction	-	-		-	-
Construction Services	104,925	13,928		13,928	90,997
Third Party Agreements	17,400	2,133	2,200	4,333	13,067
Vehicles	-	-		-	-
Contingency	-	-		-	-
<b>Total Current Budget</b>	<b>487,861</b>	<b>158,383</b>	<b>2,200</b>	<b>160,583</b>	<b>327,278</b>

**Phase Detail**

**Third Party**

Other Third Parties	2,200	-	2,200	2,200	-
Other Third Party Agreements	15,200	2,133		2,133	13,067
<b>Total Phase</b>	<b>17,400</b>	<b>2,133</b>	<b>2,200</b>	<b>4,333</b>	<b>13,067</b>

**Contract Detail**

**City of Shoreline**

	Board Approvals to Date	Current Approved Contract Status	Proposed Action	Proposed Total for Board Approval
Contract Amount	-	-	2,000	2,000
Contingency	-	-	200	200
<b>Total</b>	<b>-</b>	<b>-</b>	<b>2,200</b>	<b>2,200</b>
Percent Contingency	0%	0%	10%	10%

Notes:

Amounts are expressed in Year of Expenditure \$000s.

Board Approvals = Committed To-Date + Contingency, and includes pending Board actions.

2016 TIP = Lynnwood Link Extension project budget located on page 17 of the Adopted 2016 Transit Improvement Plan (TIP).

**SMALL BUSINESS/DBE PARTICIPATION**

Not applicable to this action.

**PUBLIC INVOLVEMENT**

Following identification of the preferred alternative in late 2013 for evaluation in the Final EIS, public outreach during preliminary engineering and preparation of the Final EIS included periodic community updates via newsletter and e-mail, and briefings as requested. Potentially affected property owners were notified and updated on real estate process and schedule, and notices were sent to residents near soil and noise testing locations before field work began. In 2015, several specific outreach activities advertised the availability of the Final EIS and highlighted opportunities for the public to provide further input to the Sound Transit Board before the Board's project selection. During final design, the project will host public open house events at the 30%, 60%, and 90% design milestones, and will conduct focused outreach with affected property owners for acquisition and field work activities.

**TIME CONSTRAINTS**

A one-month delay would not create a significant impact to the project schedule.

**PRIOR BOARD/COMMITTEE ACTIONS**

Resolution No. R2015-30: Amended the 2015 Adopted Budget to (1) increase the lifetime capital budget for the Lynnwood Link Extension by \$423,742,313 from \$64,118,687 to \$487,861,000, (2) increases the 2015 Annual Budget by \$2,329,890 from \$16,324,776 to \$18,654,671; and (3) authorizes the project to advance through Gate 4 within Sound Transit's Phase Gate Process.

Resolution No. R2015-05: Selected the route, profile and stations for the Lynnwood Link Extension.

**ENVIRONMENTAL REVIEW**

JI 7/6/2016

**LEGAL REVIEW**

JW 7/5/2016