

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement with Sound Transit and King Conservation District

DEPARTMENT: City Manager's Office

PRESENTED BY: Juniper Nammi, Light Rail Project Manger

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

The Sound Transit Lynnwood Link Extension (LLE) light rail project will be built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate-5. The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

Sound Transit is not able to meet the landscape screening buffer widths in multiple locations along the light rail guideway due to the light rail safety standards prohibiting large trees within 35 feet of the guideway, Washington State Department of Transportation (WSDOT) land ownership for segments of the project, and limited private property acquisition for the project. Thus, Sound Transit requested and received conditional approval of a code modification to the landscape buffer standards through the Special Use Permit for the project.

As a condition, Sound Transit must provide alternate landscape plantings within the impacted neighborhoods in Shoreline (Ridgecrest, North City, and Ballinger) by funding King Conservation District (KCD) to carry out the scope of the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Agreement (Attachment A). Through this partnership, KCD would develop and carry out a program to offer trees and understory vegetation to be planted on private property or in the adjacent City right-of-way within the neighborhoods with views impacted by the LLE Project. This agreement must be executed no later than August 31, 2019, to meet the Special Use Permit condition. Tonight, Council is scheduled to adopt this agreement.

RESOURCE/FINANCIAL IMPACT:

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City

of Shoreline and would not impact the KCD funds available for other City projects. City staff time for management of this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the intergovernmental Cooperative Agreement Between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

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

BACKGROUND

The Sound Transit Lynnwood Link Extension (LLE) light rail project will be built through Mixed Use Residential (MUR) and Residential-6 dwelling units per acre (R-6) zones along the east side of Interstate-5. The Shoreline Development Code requires landscape screening buffers between non-residential development or public facilities and adjacent residential uses and zones.

The City Council adopted regulations on March 21, 2016, requiring use of a Special Use Permit (SUP) process for permitting light rail transit system/facilities in order to provide a mechanism for approving deviations from the applicable development regulations to accommodate this essential public facility in zones where this use would otherwise be prohibited and to condition the project to be more compatible with adjacent land uses. These regulations allow the City to waive or modify requirements if the applicant (Sound Transit) demonstrates that compliance would render the project impossible or impracticable, reduced public benefits would result, or an alternative would meet or exceed the intended goals of the requirement.

Special Use Permit Condition

Sound Transit exercised this provision with the SUP application and received conditional approval of modified and waived landscape buffer requirements in the SUP decision issued by the Hearing Examiner on May 31, 2019. Sound Transit specifically requested reductions in the width of landscape buffers, elimination of understory plantings where noise walls augment visual screens, and, in some locations, full waiver of the landscape buffer. These modifications were needed due to conflicts with safety requirements prohibiting large trees within 35 feet of the light rail tracks and overhead power, the need to limit private property acquisition to the minimum necessary to construct the light rail project, and WSDOT ownership of underlying property where City landscape requirements are superseded by WSDOT standards.

As recommended by City staff and agreed to by Sound Transit, the Hearing Examiner conditioned the approval of the requested modification of the landscape screening buffers code requirements as follows:

A. Neighborhood Compatibility

- 1. Sound Transit shall, consistent with FTA ROD Mitigation Commitment 4.5-A (Exhibit 7, pp. B-6 to B-7), provide landscape screens as visual buffers between the light rail facilities and residential zones or development up to twenty (20) feet wide as required by SMC 20.50.490, except in locations where Code Modification No. 3, described in Section II(C) of this staff report, is applicable. Approval of Code Modification No. 3 is granted, contingent on:*
 - a. Exact locations where Code Modification No. 3 applies shall be generally consistent with locations described in Section II(C), and shall be confirmed in the respective Sound Transit site development permit applications for the Project for review and approval by the City; AND*
 - b. Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement*

shall be substantially the same as the DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline; OR

- c. In the event that a Partnership Agreement is not executed by the deadline referenced above, Sound Transit shall execute an agreement with the City and provide funding not to exceed Two Hundred Fifty Thousand Nine Hundred Fifty-Two Dollars (\$250,952) directly to the City for the same or equivalent scope of work to meet the intent of the City's code for landscape screen requirements no later than January 1, 2020. The payment will be used for planting of the same quantity of trees and understory vegetation, as originally proposed in the Partnership Agreement (Exhibit 27) or alternate scope of landscape enhancement related work as mutually agreed to by the City and Sound Transit, within one quarter mile of the Project Corridor within the City.*

The proposed Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership Cooperative Agreement (Attachment A) is the final version of the draft agreement referenced in this condition.

DISCUSSION

Landscape Partnership Agreement

City staff identified concerns about inadequate landscape buffer widths early in the design phase of the LLE Project and initially proposed that Sound Transit directly provide impacted property owners with the opportunity to have Sound Transit's contractors plant alternate landscaping the affected properties. This approach was not practicable due to the federal and state constraints on how Sound Transit is able to undertake project construction.

Sound Transit and City staff eventually realized that involving a third organization whose mission and expertise involved landscape planting and engagement with private property owners could enable implementation an alternate landscaping approach to meet City required permit conditions and funded by Sound Transit.

King Conservation District (KCD) was identified as a potential third public agency that has Shoreline within its service area and goals that include improving native vegetation on private property. Sound Transit worked with the City and KCD to develop the proposed scope of work and this three-agency intergovernmental agreement for execution of the work.

The Partnership Agreement obligates Sound Transit to provide \$250,952 in funding to KCD, with which KCD will develop and implement a program to offer native landscaping to be planted by KCD on the private properties or adjacent public right-of-way of owners who choose to participate in the program as an alternate way to provide some landscaping within the three neighborhoods (Ridgecrest, North City, and Ballinger) impacted by the modifications approved to the landscape buffer requirements applicable to the LLE Project. King Conservation District is able to explore a new approach to delivering their services and carrying out their organizational mission to promote the sustainable use of natural resources through responsible stewardship and implementation of its programs, including urban forests and native landscaping. The

City will ensure compliance with the SUP condition through management and oversight of the work undertaken by KCD on behalf of Sound Transit.

STAKEHOLDER OUTREACH

Public comment was received through the required neighborhood meeting and public open house events held by Sound Transit as well as the public comment opportunities related to the Special Use Permit process including the public hearing held before the Hearing Examiner on April 24, 2019. Public comments did include concerns about the proposed landscaping for the light rail system corridor adjacent to single family residences and the City recommended the condition to provide an alternative landscaping option where landscape buffers could not be planted or required in part to address the concerns raised by the public.

COUNCIL GOAL(S) ADDRESSED

Authorization to execute this intergovernmental cooperative agreement would support the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Step 2: Work collaboratively with Sound Transit to permit the Lynnwood Link Extension Project and coordinate on project construction and work proactively with Sound Transit to develop plans to minimize, manage, and mitigate anticipated impacts to Shoreline neighborhoods from construction and operation of the Lynnwood Link Extension Project.*

RESOURCE/FINANCIAL IMPACT

Sound Transit will directly fund this work up to a maximum of \$250,952. King Conservation District may elect to provide additional funds up to \$24,000 to further advance KCD's programmatic goals associated with this project. The potential KCD funds would not be from the collected tax funds that are specifically allocated to the City of Shoreline and would not impact the KCD funds available for other City projects. City staff time for management of this agreement is reimbursable by Sound Transit through the Amended Expedited Permitting, Construction Services, and Reimbursement Agreement (Contract #8629.03) as implementation of permit conditions for the LLE Project.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the intergovernmental Cooperative Agreement Between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership.

ATTACHMENTS

Attachment A – Cooperative Agreement Between Sound Transit, City of Shoreline, and King Conservation District for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership



**COOPERATIVE AGREEMENT BETWEEN
SOUND TRANSIT, CITY OF SHORELINE, AND KING CONSERVATION DISTRICT
FOR
LYNNWOOD LINK URBAN TREE CANOPY
AND LANDSCAPE ENHANCEMENT PARTNERSHIP**

This Cooperative Agreement (“Agreement”) is hereby made and entered into by and between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority established pursuant to chapters 81.104 and 81.112 RCW, the City of Shoreline (“Shoreline”), a municipal corporation organized under Title 35A RCW, and the King Conservation District (“KCD”), a special purpose conservation district established pursuant to chapter 89.08 RCW. Sound Transit, Shoreline, and KCD may collectively be referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

Whereas, Sound Transit is authorized to plan, construct, and permanently operate a high capacity system of transportation infrastructure and services, including commuter light rail service, to meet regional public transportation needs in the Central Puget Sound region; and

Whereas, in 2008, voters of the Central Puget Sound region passed Sound Transit 2 (“ST2”) providing for the expansion of Sound Transit’s light rail service northward into Snohomish County, referred to as the Lynnwood Link Extension (“LLE”); and

Whereas, construction of the LLE will be from the Shoreline’s southern border at N 145th Street to its northern border at NE 205th Street, along the eastern side on Interstate 5, and includes the construction of stations, parking garages, rail guideways, and other related infrastructure; and

Whereas, Shoreline Municipal Code (SMC), chapter 20.50 General Development Standards, requires a landscape buffer measuring up to twenty (20) feet for public facilities adjacent to residential neighborhoods so as to enhance visual continuity within and between neighborhoods, establish an urban canopy, screen areas of low visual interests, buffer potentially incompatible developments, and compliment the site and building design with landscaping; and

Whereas, pursuant Sound Transit's Design Criteria Manual version 5 (DCM), Section 10.3.2, a minimum thirty-five (35) foot Vegetation Clear Zone (VCZ) is required to be maintained on either side of the light rail guideway to ensure safe operation of the rail service; compliance with both the SMC and the DCM would require additional property acquisition, further impacting the surrounding residential communities; and

Whereas, to authorize the construction of the LLE, Sound Transit submitted a Special Use Permit Application, File No. SPL18-0140, which included a request for modification of the landscape buffer requirements in those areas where the VCZ would prevent compliance with chapter 20.50 SMC, an area totaling approximately 45,000 square feet; and

Whereas, on May 31, 2019, the City of Shoreline Hearing Examiner approved SPL18-0140 subject to conditions, including Condition (A)(1), which speaks to a partnership agreement between ST, Shoreline, and KCD; and

Whereas, KCD is a special purpose conservation district serving thirty-four (34) member cities and unincorporated King County with a mission of promoting the sustainable use of natural resources through responsible stewardship and implementation of its programs, including urban forests and native landscaping; and

Whereas, to mitigate the loss of landscape buffer in these areas, Sound Transit proposes to fund a partnership project with KCD that would, for willing property owners, offer and install native trees and shrubs for off-site mitigation on residential properties in the vicinity of the LLE within Shoreline; and

Whereas, Shoreline is a member of KCD and has determined that the proposed partnership can provide equivalent public benefits consistent with the purposes of chapter 20.50 SMC and the execution and timely performance of this Agreement is a condition of approval for Sound Transit's Special Use Permit; and

Whereas, in partnering on this project, KCD can leverage its public funding for its Urban Forests Program which will advance its objectives of increasing public and private forested open space, education, and awareness of the benefits of a healthy urban forest; and

Whereas, Sound Transit, Shoreline, and KCD desire to enter into an agreement to document the cooperation between the Parties to implement the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership pursuant to the terms and conditions set forth below;

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

AGREEMENT

The goal of the Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership (“Project”) is to provide landscape screening on private land in order to provide visual screening of the LLE from adjacent residential uses, to replace or add to existing under tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods of Shoreline.

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the Project. The Parties agree to comply with the terms and conditions of this Agreement which govern these actions.

I. Planting Targets

A. To fulfill the goal of this Project, the following planting installation targets are established:

1. A minimum of 400 hundred trees; and
2. A minimum of 2,400 native shrubs and understory.

II. Responsibilities of the Parties.

A. Project Funding.

1. Sound Transit shall pay KCD a lump sum amount not to exceed Two Hundred Fifty Thousand, Nine Hundred Fifty Two Dollars (\$250,952) upon execution of this Agreement and receipt of an invoice as outlined in Section B below. Upon payment to KCD, Sound Transit will have fulfilled its obligations of Condition of Approval A(1)(b) of the LLE Special Use Permit, File

Lynnwood Link Urban Tree Canopy Landscape Enhancement Partnership Agreement (July 19, 2019)

No. SPL18-0140, issued by the Shoreline Hearing Examiner on May 31, 2019. If Sound Transit does not pay KCD the required funding amount by this deadline, Sound Transit shall be considered in material breach of this Agreement and will be subject to Section V Material Breach described below. In addition, given that the execution of this Agreement and the payment of funds is a condition of approval for Special Use Permit File No. SPL18-0140, non-payment may be used by Shoreline as a basis for revocation or modification of that Special Use Permit.

2. To ensure funds are used only for the Project, KCD shall retain the funds provided by Sound Transit in a separate interest-bearing account or KCD shall retain the funds in a restricted account.
3. To further advance KCD's programmatic goals, KCD may choose to provide additional funds up to the amount of Twenty-Four Thousand Dollars (\$24,000). KCD funds shall only be used if final Project costs exceed Sound Transit's funding contribution. In no event shall KCD be obligated to provide any additional funds for the completion of the Project.
4. If at the completion of the Project any funds contributed by Sound Transit remain, KCD shall, within thirty (30) calendar days of Project completion, return such funds, with interest, to Sound Transit.

B. Invoicing Sound Transit:

1. Upon execution of this Agreement, KCD shall mail an invoice (in duplicate) with Sound Transit's Contract Number GA **0177-19** to:

Central Puget Sound Regional Transit Authority
Accounts Payable Department, Attn: Taylor Carroll
401 S. Jackson St., Seattle, Washington 98104-2826.
2. The invoice shall also be emailed to accountspayable@soundtransit.org and taylor.carroll@soundtransit.org.
3. Sound Transit shall pay KCD the full amount of the invoice within thirty (30) calendar days of the date of the invoice.

C. Project Management and Administration

1. KCD shall be responsible for performing the scope of work outlined in Exhibit A to this Agreement.
2. KCD and Shoreline shall be responsible for jointly performing the mid-project assessment as outlined in Exhibit A to this Agreement.

3. KCD shall be responsible for reporting the results of the mid-project assessment to Sound Transit.
4. KCD, Shoreline, and Sound Transit shall all be jointly responsible for participating in creating a messaging strategy that outlines the merits of this partnership and increases land owner interest in participation in the activities outlined in Exhibit A.

D. Audits

1. To the extent permitted by law, the records and document of the Parties hereto with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit any other Party during the term of this Agreement and for six (6) years after the completion of the Project.
2. Upon request of a Party, the other Party shall make available all information reasonably required for review or audit subject to any applicable internal policies of that Party and in accordance with applicable law, such as chapter 42.56 RCW, Public Records Act.

III. Term.

The term of this Agreement shall commence upon execution and end at midnight on the 31st day of January, 2024.

IV. Termination.

- A. This Agreement is executed to fulfill a condition of approval for Sound Transit's Special Use Permit, File No. SPL18-0140 and may not be terminated before completion of the Project, except as provided herein.
- B. If any court of competent jurisdiction finds the validity of this Agreement to be unlawful, then any remaining funds contributed by Sound Transit to KCD shall be remitted to Shoreline within thirty (30) calendar days of the court's order. Shoreline shall utilize the funds to complete the Project consistent with section V.D of this agreement.

V. Breach of Agreement

- A. If Sound Transit fails to provide the total funding amount set forth in Section II(A), then Sound Transit shall be considered in material breach of this Agreement. Sound Transit shall cure this material breach within thirty (30) calendar days of written notification by Shoreline, or Shoreline, at its sole discretion, may withhold any and all permits necessary for the construction of the LLE until such time as Sound Transit cures this material breach.

- B. If KCD fails to perform any of the Tasks identified in Exhibit A, Shoreline may request a status update on performance by written notice, identifying which Task(s) have not been performed and/or completed. KCD shall have thirty (30) calendar days from the date of such notice to perform the identified Task(s). If KCD fails to perform or provide an alternative acceptable to Shoreline, then KCD may be considered in material breach of this Agreement if the failure to perform relates to an essential element of this Agreement.
- C. If KCD is found to be in material breach of this Agreement, Shoreline may, at its sole discretion, request any remaining funds contributed by Sound Transit to KCD be remitted to Shoreline within thirty (30) calendar days for such request. Shoreline will notify Sound Transit if the funds are transferred under this subsection.
- D. Shoreline shall utilize the funds received from KCD for, within one quarter mile of the LLE Corridor and within Shoreline's municipal boundaries, the planting of the same quantity of trees and understory vegetation as set forth in Section I above, or an alternative landscape enhancement project consistent with the intent of this Agreement as mutually agreed to by Shoreline and Sound Transit.
- E. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the Parties to this Agreement as provided in Section XVII Entire Agreement below.

VI. Public Records.

- A. The Parties are all public agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by any Party in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if a Party receives a public records request, unless a statute exempts disclosure, that Party must disclose the record to the requestor.
- B. The Parties further agreed that all public records produced in connection with this Agreement shall be maintained for a period of six (6) years after completion of the Project unless permission to destroy such records is granted by the Washington State Archivist in accordance with chapter 40.14 RCW, or unless a longer retention period is required by law.

VII. Independent Contractor Relationship.

- A. The Parties agree and acknowledge that for the purposes of this Agreement no employer-employee relationship is established but, rather the nature of the relationship between Sound Transit, Shoreline, and KCD during of the term of this Agreement is that of an independent contractor. Each Party shall have the power to control and direct the details, manner or means of services that the Party is to provide. Specifically, but not by means of limitation, no Party shall have any obligation to work any particular hours or particular schedule, unless otherwise

indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and each Party shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the contracting Party is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the non-contracting Party.

- B. No Party shall be responsible to another Party for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to any employee of the Party.

VIII. Hold Harmless.

- A. Each Party shall defend, indemnify, and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Party arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of another Party.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, and volunteers, a Party's liability hereunder shall be only to the extent of that Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.
- C. The provisions of this Section shall survive the completion or termination of this Agreement.

IX. Insurance.

KCD is a member in Enduris, an unincorporated not-for-profit, local government risk sharing pool organized pursuant to chapter 48.62 RCW and provides KCD general liability, automotive liability, property damage and other coverage common to public entities. KCD shall remain a member of Enduris for the term of this Agreement or shall retain insurance acceptable to Shoreline if KCD is no longer a member.

X. Delays.

No Party shall be responsible for delays caused by factors beyond that Party's reasonable control. When such delays beyond a Party's reasonable control occur, the other Parties agree the delayed

Party is not responsible for damages, nor shall the delayed Party be deemed to be in default or breach of this Agreement.

XI. Assignment and Third Party Beneficiaries.

This Agreement is specific to the Parties and no Party shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other Parties. The Parties do not intend to create any third-party beneficiaries to this Agreement and no other person will have any right of action based upon any provision of this Agreement.

XII. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

XIII. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
206-801-2700

Agreement Administrator
Sound Transit
401 S Jackson Street
Seattle, WA 98104-2826
888-889-6368

Chief Operating Officer
King Conservation District
800 SW 39th Street, Suite 150
Renton, WA 98057
425-282-1900

XIV. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

XV. General Administration and Management.

A. The Administrators of this Agreement “Agreement Administrators” are:

Sound Transit’s Agreement Administrator is:

Taylor Carroll, LLE Project Manager, 206-689-4867, taylor.carroll@soundtransit.org

Shoreline’s Agreement Administrator is:

Juniper Nammi, LLE Light Rail Project Manager, 206-801-2525, jnammi@shorelinewa.gov

KCD Agreement Administrator is:

Brandy Reed, Director of Strategic Partnerships, 425-228-1924, brandy.reed@kingcd.org

Any Party may change its Agreement Administrators from time to time by providing written notice to the other Parties without the need for an amendment to this Agreement.

XVI. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XVII. Entire Agreement.

This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind

any of the Parties hereto. Any Party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

XVIII. Captions.

The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

XIX. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

XX. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

(Signatures on following page)

This Agreement is executed by:

CITY OF SHORELINE

By: _____
Name: Debbie Tarry
Title: City Manager

Date: _____

SOUND TRANSIT

By: _____
Name: Ron Lewis
Title: DECM Executive Director

Date: _____

Approved as to form:

Approved as to form:

By: _____

Margaret J. King, City Attorney
Julie Ainsworth-Taylor, Assistant City Attorney

By: _____
Mattelyn Tharpe, Attorney for Sound Transit

KING CONSERVATION DISTRICT

By: _____
Name: Bea Covington
Title: Executive Director

Date: _____

Approved as to form:

By: _____
Attorney for King Conservation District

Exhibit A - Project Scope of Work

LYNNWOOD LINK URBAN TREE CANOPY LANDSCAPE ENHANCEMENT PARTNERSHIP PROJECT SCOPE OF WORK

June 2019

OVERVIEW

Project Background and Description

The *Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* (Partnership Project) is a collaboration between Sound Transit, the City of Shoreline, and King Conservation District involving establishment of trees and native plants on private property or in the City Rights-of-Way (ROW) in the vicinity of the Lynnwood Link Extension (LLE) light rail project in Shoreline, WA. This partnership was created to address urban tree canopy conservation priorities shared between all three organizations, and the Partnership Project serves as an alternative for Sound Transit to meet the City of Shoreline's landscape buffer standards. Additionally, the King Conservation District (KCD) is leveraging its Urban Forest Stewardship Program to promote tree planting and expand urban tree canopy across public and private properties and provide education and increase awareness of the benefits of a healthy urban forest. The project will focus on three City of Shoreline neighborhoods (Ballinger, North City, and Ridgecrest) where on-site planting of landscape screening buffers is limited due to lack of property ownership and guideway safety limitations. In such cases, trees and native shrubs and ground covers will be made available for off-site mitigation planting on residential properties or in adjacent City ROW.

The Partnership Project will deliver predominantly native plant landscaping / residential yard habitat enhancement services and in some cases street tree planting through direct marketing, neighborhood engagement events, and planning and installation services to private home owners in the impacted neighborhoods. Establishment of trees and native shrubs and ground covers for habitat enhancement in residential yards or adjacent City ROW will be facilitated through basic landscaping consultations in combination with voluntary agreements that lead to installation of agreed-upon species. Maintenance and survival monitoring of landscaping investments will be performed through a combination of guidance documentation and direct support to assist homeowners with maintaining plantings and documenting survival.

Funding for this project is provided by Sound Transit with the possibility of additional funding supplied by King Conservation District (KCD) should project costs exceed Sound Transit's contribution and if KCD elects to contribute additional funds. Mitigation fulfillment coordination is provided by the City of Shoreline.

Lynnwood Link Urban Tree Canopy Landscape Enhancement Partnership Agreement (July 19, 2019)

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Neighborhood engagement and native plant landscaping services are coordinated by King Conservation District. This Partnership Project is intended to meet Condition of Approval A(1)(b)¹ in the Hearing Examiner's Decision issued May 31, 2019, for Sound Transit's LLE Special Use Permit (SPL 18-0140) with the City of Shoreline.

Goals and Objectives

The goals of the Partnership Project are to provide landscape screening on private parcels or on adjacent City ROW in order to provide visual screening of the light rail project from adjacent single-family residential uses, to replace or add to existing urban tree canopy cover, and to contribute to visual continuity within the impacted portions of the Ballinger, North City, and Ridgecrest neighborhoods (approximately 250 residential parcels). King Conservation District will implement the Partnership Project to meet these goals in consideration of the City of Shoreline Municipal Code (SMC 20.50.490) requiring landscape screening² and the off-site mitigation requirements that are outlined in the LLE Special Use Permit Staff Report recommendations for landscape screening.³

King Conservation District's mission and service delivery model uniquely position the organization to partner on this Partnership Project and assist in meeting the shared goals of the project partners. KCD's statutory authority, mission and service-based business model enable, strategic engagement and support of property and home owners within the City of Shoreline on urban tree canopy enhancement. Enabling legislation within Chapter 89.08 RCW outlines the mission of KCD as "promot[ing] the sustainable use of natural resources through responsible stewardship." KCD implements its mission through natural resources conservation programing, using demonstration projects, educational events, technical

¹ Special Use Permit (SPL18-0140) Condition A(1)(b) on page 47 of the Decision states:

Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline;

² The City of Shoreline Municipal Code (SMC) Chapter 20.50 requires landscaping screening be installed between different types of land uses to achieve four main purposes (SMC 20.50.450):

1. To enhance the visual continuity within and between neighborhoods;
2. To establish at least an urban tree canopy through landscaping and street trees;
3. To screen areas of low visual interests and buffer potentially incompatible developments; and
4. To complement the site and building design with landscaping.

³ Sound Transit requested, and received conditional approval of, a code modification though the LLE Special Use Permit (SPL18-0140) from SMC Chapter 20.50.490 requirements for a 5-foot or 20-foot Type I landscape screen between residential uses and non-residential/public facility uses where the vegetation clear zone, or limited land acquisition prevent planting of the full landscape screen required. Sound Transit, the City of Shoreline, and King Conservation District have developed this innovative strategy to fulfill the City's code and SUP requirements while avoiding adverse impacts to private homes and advancing King Conservation District's mission. The Partnership Project outlined in this Scope of Work document and the Partnership Agreement is proposed by Sound Transit as an alternate way to provide landscaping requirements instead of standard screening buffers were such buffer plantings are not viable.

assistance and in some cases funding for projects that benefit all homeowners within the boundary of KCD's service area. The City of Shoreline is located within the boundary of KCD.

Funding

Funding for the Partnership Project is made available by Sound Transit and KCD. Sound Transit funding is provided in the amount of \$250,952. KCD funding in the amount of \$24,000 might be made available by KCD. Sound Transit funding will be used in full to meet the Partnership Project costs. KCD funding will be utilized only if necessary to ensure the Partnership Project meets KCD's program goals should final Partnership Project costs exceed Sound Transit's funding contribution. In the event Partnership Project expenses are less than the Sound Transit's contribution, the unspent portion of Sound Transit funding will be returned to Sound Transit.

Mid-Project Assessment

King Conservation District and the City of Shoreline will evaluate Partnership Project progress to determine whether planting targets are on track. The mid-project assessment will summarize the use of the funds provided by Sound Transit and KCD (if applicable). Should homeowner participation in the Partnership Project not reach 100 participating properties by completion of three planting seasons (approximately December 2020), KCD and the City will evaluate project options and potentially execute a plan to redirect remaining Sound Transit funding to the City for planting installations and stewardship on City-owned parks and Rights-of-Ways.

Co-Branding

King Conservation District will develop communication, marketing and collateral materials to support delivery of services and implementation of the Partnership Project. Internet, print, and media communications will be co-branded with KCD, Sound Transit, and City of Shoreline logos and credit.

Maintenance and Monitoring

King Conservation District will coordinate maintenance and monitoring of Project-based landscaping investments. The purpose of maintenance and monitoring is to promote plant survivorship and document plant retention for three years following installation. To ensure that homeowners have the support and guidance necessary to maintain Project-based landscaping investments, KCD will provide tree and shrub maintenance reference materials to support homeowner-directed maintenance activities. In cases where homeowner-directed maintenance is less than adequate, KCD will provide follow-up technical support by phone, through additional collateral materials, and follow-up site visits should funding be available. KCD will be responsible for obtaining rights of entry for field-based maintenance assistance consistent with its Urban Forest Stewardship Program protocols. The protocol for monitoring will be a combination of homeowner-provided and KCD technician-facilitated plant survivorship photo documentation. Homeowners will provide annual photo documentation of maintained plants for the first two growing seasons following installation. KCD will conduct photo documentation site visits in the third growing season following installation.

Homeowner participation in monitoring documentation will be optional. In cases where homeowners are unresponsive to requests for photo documentation, KCD will attempt to verify plant survival through alternate means; however, it is understood that it may not be possible for KCD to document the status of

planting investments until KCD conducts third-year monitoring site visits. While the overarching goal of the Partnership Project is to maintain landscaping investments beyond the 3-year maintenance commitment, there will be no legal obligation on the part of the homeowner to maintain plantings after the third growing season. To support longer-term enhancement of City and neighborhood urban canopy, KCD will support Partnership Project participants on an ongoing basis through established KCD natural resource conservation programming as long as those services are available to the public.

SCOPE OF WORK

Task 1 – Project Management & Administration (~\$23,964)

Goal – Manage the partnership project to ensure successful implementation and deliverables; oversee project budget and KCD personnel assigned to the project; represent KCD on the interagency team responsible for success of the project; manage project budget, prepare invoicing, provide periodic reports, and prepare and submit final report.

Timeline – For the full term of the Agreement

Deliverables – Participate in quarterly Partnership Project team check-in meetings year one, mid- and end of year check-in meetings years two and three, and annual check-in meetings during monitoring years following year three of the Partnership Project; provide a mid-project assessment December 2020 or approximately three planting seasons after commencing the Partnership Project with a focus on whether the Partnership Project is on track to meet the plant installation targets and if not to consider options, including potential redirection of remaining funds to the City; provide periodic progress reports; and submit final report to Sound Transit and the City.

Task 2 – Outreach & Marketing (~\$21,625)

Goal – Plan education and community events, prepare and coordinate marketing strategy, prepare and coordinate engagement strategy, develop and produce collateral materials, and conduct direct and community-based marketing.

Timeline – Commence upon execution of the Agreement, completion of education and community events within 36 months, completion of remaining elements within 24 months.

Deliverables – Conduct direct marketing to 250 homes, plan and conduct three (3) direct marketing mailings, and plan six (6) to nine (9) community engagement events and three (3) landscape crew trainings.

Task 3 – Education & Events (~\$17,962)

Goal – Train work crews on landscape planning and implement neighborhood and community events to engage homeowners and recruit participation.

Timeline – Commence upon execution of the Agreement, completion within 36 months

Deliverables – Conduct three (3) crew landscaping trainings and conduct six (6) to nine (9) neighborhood engagement events. (These events are the same events planned under Task 2.)

Task 4 – Homeowner Consultations & Plantings (~\$146,868)

Goal – Engage homeowners, provide consultations on landscaping with trees and native shrubs and ground covers, install trees to meet targets, offer and install shrubs and ground covers to complement tree planting and to provide associated understory habitat.

Timeline – Commence Fall 2019, completion estimated May 2021

Deliverables – At least 100 homes engaged, and at least 100 landscaping consultations conducted. Maximum number of homes is 250. Ideal target is 200 homes engaged, 400 trees installed, and 2,400 additional native plants installed.

Task 5 – Monitoring & Reporting (~\$40,533)

Goal – Document maintenance of installed plantings and prepare and submit Partnership Project report

Timeline – Commence Summer 2020, completion January 31, 2024

Deliverables – Annual documentation for three (3) years, including two (2) homeowner submitted photo documentation cycles and one (1) technician conducted maintenance and photo documentation cycle; one (1) Partnership Project final report.

BUDGET SUMMARY

The cost of the Partnership Project has been estimated and allocated by task. It is anticipated that adjustments to estimated task budgets may be necessary as this is a new project, and that task budget flexibility will benefit the Partnership Project in meeting the partnership goals and objectives.

<u>Scope of Work Item</u>	<u>Estimated Project Cost Allocation</u>
Task 1 – Project Management and Admin.	\$ 23,964
Task 2 – Outreach and Marketing	\$ 21,625
Task 3 – Education and Events	\$ 17,962
Task 4 – Consultations and Plantings	\$146,868
Task 5 – Monitoring and Reporting	\$ 40,533
KCD Optional Contribution	<u>\$ 24,000</u>
Maximum Total Project Cost	\$274,952

Note: Sound Transit is committing \$250,952 toward the cost of the Partnership Project. If additional funds are needed to ensure a successful project and programmatic success for KCD, KCD may contribute up to \$24,000.

TIMELINE

The project will commence upon execution of an agreement and run through the third growing season following the last planting project. It is assumed all plantings will be installed by May 2021 which equates

to completion of maintenance and monitoring for all plantings by November 2023 and delivery of a final report by January 31, 2024.