

**PROJECT ADMINISTRATION AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF EVERETT FOR THE
EVERETT LINK EXTENSION AND
OPERATIONS AND MAINTENANCE FACILITY NORTH PROJECT**

GA 0043-23

THIS PROJECT ADMINISTRATION AGREEMENT ("Agreement") is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under 81.112 RCW ("Sound Transit"), and the City of Everett, a Washington municipal corporation (the "City") (collectively, the "Parties" and each individually a "Party")

RECITALS

- A. The Everett Link Extension (EVLE) and Operations and Maintenance Facility (OMF) North Project ("Project") is an approximately 16-mile Link light rail expansion from Lynnwood City Center to Everett Station. The Project is part of the Sound Transit 3 (ST3) System Plan of regional transit system investments, approved for funding by voters in the region in 2016.
- B. The Cities of Everett and Lynnwood, Snohomish County, Community Transit and Sound Transit executed a Multi-Jurisdictional Partnering Agreement for the Project (GA 0176-20 on August 15, 2023 (the "Partnering Agreement")), to document and confirm a mutual understanding of general terms and conditions to advance the implementation of the Project.
- C. This Agreement addresses the commitment in Section 23 of the Partnering Agreement for the Parties to work cooperatively to negotiate in good faith a funding agreement to provide reimbursement to the City for the costs of certain services and products related to the Project.
- D. Applicable terms and conditions of the Partnering Agreement will also apply to this Agreement as described herein.

AGREEMENT

1. General

- 1.1. Purpose. Sound Transit's Project includes facilities to be constructed within the City's jurisdiction. The City and Sound Transit will work together to prepare, review and

approve agreements between one another, and Sound Transit will prepare construction plans and secure property rights, permits, and approvals from the City and other entities for the construction of Sound Transit's facilities. The intent of this Agreement is to establish a Task Order process for Sound Transit to reimburse the City for certain costs not covered by the City's land use, permitting, or other fee schedules. It is anticipated that a separate agreement or amendments to this agreement may be needed and developed by the Parties for reimbursement of certain Project-related construction services and assistance.

1.2. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as set forth in full herein.

2. Designated Representatives

The City and Sound Transit have designated formal points of contact and coordination for this Agreement as identified in Exhibit A. Each designated representative is responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties may change designated representatives by written notice to the other Party during the term of this Agreement. Task orders may designate other individuals and points of contact for each task order.

3. Essential Public Facilities

The Parties agree that the Project is a regional transit authority that has the status of an essential public facility and that the requirements of RCW 36.70A.200 are applicable under RCW 36.70A. The City may not utilize development regulations to render impracticable Sound Transit's decisions on design, siting or location of the Project; however, the City may impose reasonable permit conditions on the Project.

4. Environmental Review

Sound Transit is the lead agency for compliance with the State Environmental Policy Act (SEPA). In coordination with the Partner Agencies and other agencies with jurisdiction, Sound Transit will complete the substantive and procedural environmental review for the Project in accordance with SEPA. The Partner Agencies, including all of their departments and divisions, will participate actively in the environmental review process to ensure that the scope of review, reasonable alternatives, environmental impacts and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for Sound Transit and the Partner Agencies to work together to ensure there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.

The Federal Transit Administration is the lead agency for compliance with the National Environmental Policy Act (NEPA). The Partner Agencies commit to participate in the

environmental review process as a Cooperating Agency under NEPA and as a Consulted Agency under SEPA. The Partner Agencies will contribute to the scope and analysis of environmental review for the Project. The environmental review will cover the Partner Agencies' issuance of all permits and approvals for the Project as well as agreed upon environmental mitigation for Project impacts. The Partner Agencies will use and rely on the Project's environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

5. Task Orders for City Services

5.1. Principles for Determining Eligible Reimbursable Costs. Sound Transit agrees to pay the City for the costs associated with particular tasks that:

- a. Are required because of implementation of the Project in proximity to City facilities and are not otherwise the City's responsibility to undertake; or
- b. Are directly related to the Project, are essential to meeting Project objectives and schedule, and support Project design, permitting, and construction activities, such as documentation of durable and specific Project commitments and approval services, documented decisions and other types of agreements furthering implementation of the Project; or
- c. Respond to requests made by Sound Transit to provide Project-related technical information such as data, reports, or studies or to provide engineering or design services for City owned utilities or other public works affected by the Project; or
- d. Sound Transit asks the City to undertake and has negotiated a Task Order as described in Section 2.3, or other written agreement, for payment to the City.

5.2 In general, Sound Transit will not pay the City for costs associated with the following:

- a. Coordination between Sound Transit and the City normally provided between government agencies.
- b. City services provided in the ordinary course of business and on the City's usual time and schedule for which the City does not ordinarily charge fees.
- c. City services or costs associated with betterments or other improvements that the Parties agree are not part of the Project scope.
- d. City services or costs associated with the Project prior to execution of this Agreement and associated Task Order.
- e. City staff time for work on the Model Code Partnership.

5.3 Task Order Development. Sound Transit will request that the City perform specific work under this Agreement through written Task Orders. This Agreement applies to Project work and eligible costs beginning after execution of this Agreement and associated Task Order. Any prior Project-related work or costs incurred by the City are the responsibility of the City. Task Orders will be prepared by Sound Transit, reviewed by the City, and executed by the Parties for each work effort to be covered by this Agreement. Task Orders will be in a format similar to that shown in Exhibit B. Each Task Order will include a scope of work, a schedule of work, and a detailed cost estimate that establishes a maximum funding level for the Task Order. Each Task Order will be executed by the authorized designees of Sound Transit and the City and will incorporate by reference the terms and conditions of this Agreement.

5.4 Task Order Management. For each Task Order, the City will provide quarterly progress reports to Sound Transit indicating the amount spent and estimated cost to complete each scope and budget element included in the Task Order. If actual costs are anticipated to exceed the amount of the Task Order, the Designated Representatives (or designees) will prepare a mutually agreeable cost estimate to complete the work and develop an appropriate course of action, which may include amending the Task Order or executing a new Task Order.

5.5 Eligible Costs.

5.5.1 The following costs will be eligible for reimbursement:

- i. Employees: (1) the applicable employees' direct salaries; and (2) associated direct and indirect costs as adopted in a City fee schedule, provided that the fee schedule is reasonable and consistent with subsection (b) of this section; charged on an hourly basis at the rates in effect at the time the charges are incurred.
- ii. Consultants. Direct costs incurred by the City to retain consultants to work on the Project for otherwise reimbursable activities as set forth in this Agreement.

5.5.2 Ineligible Costs. This Agreement does not cover City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles.

5.6 Performance. If the City does not perform the services described in the Task Orders, and if the failure to perform is solely attributable to the City's actions or inactions, appropriate corrective action will be discussed and agreed upon by the Designated

Representatives. Should the corrective action not be agreed upon or resolve the problem within one (1) week, the Dispute Resolution Process pursuant to Section 6, below, may be invoked and Sound Transit may request specific resolutions including a reduction of reimbursable costs owed by Sound Transit to the City.

6. Invoicing

- 6.1 The City will submit quarterly invoices and supporting documentation for Task Order payments. The invoices must include a signed invoice template, which Sound Transit will provide, a progress report including a description of services provided by the City, Sound Transit purchase order number, and supporting documentation detailing the work completed, associated eligible costs (such as rates, paid invoices of other eligible direct costs, etc.), and an estimated cost to complete each scope and budget element included in the Task Order.
- 6.2 The City will submit its invoices with the required documentation via email to AccountsPayable@SoundTransit.org, copying the agreement designees and project controller. Invoices will be paid within thirty (30) days of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation pursuant to Section 6.3, below.
- 6.3 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City's Designated Representative of its determination within thirty (30) days of receipt of the invoice and will request that the City provide additional documentation. Sound Transit may withhold payment of the disputed portion of the invoice until supporting documentation is provided. However, such approval will not be unreasonably withheld.

7. Dispute Resolution

- 7.1. The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of another Party associated with this Agreement or the Project, except as set forth herein. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that may be time barred before the dispute resolution process can be completed.
- 7.2. Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. Each party's Designated Representative is identified in Exhibit A of this Agreement agree to exercise their best efforts to resolve any disputes that may

arise through this dispute resolution process.

7.3. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

7.4. 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 escalation process should any such disputes arise:

- a. Level One - Sound Transit's North Corridor Development Director or the Deputy Project Director and the City's Planning Director 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, any Party may refer the dispute to Level Two.
- b. Level Two - Sound Transit's Deputy Executive Director of Capital Project Development and the City's Senior Executive Director shall meet to discuss and attempt to resolve the dispute, in a timely manner.

8. Suspension and Termination

8.1 If the City has not received payment from Sound Transit as provided in Section 3.2, the City may suspend performance of all or any part of the associated work after giving Sound Transit thirty (30) days' notice of the City's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.

8.2 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 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (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.

8.3 This Agreement will also terminate upon written mutual consent of the Parties.

8.4 Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne

by the Parties in accordance with the terms of this Agreement.

9. Indemnity

9.1. Each Party (an "Indemnifying Party") agrees to hold harmless, indemnify, and defend the other Party's elected officials, officers, agents, and employees (the "Indemnified Party"), from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Indemnifying Party, or damages, 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: (A) the Indemnifying Party's obligations to indemnify, defend and hold harmless will not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of the Indemnified Party; and (b) 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 Indemnified Party, or of the Indemnifying Party and a third party other than an elected official, officer, agent, or employee of the Indemnifying Party, will apply only to the extent of the negligence or willful misconduct of the Indemnifying Party's elected officials, officers, agents, or employees. The Indemnifying Party specifically assumes potential liability for any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents against the Indemnified Party. FOR THIS PURPOSE, EACH INDEMNIFYING PARTY, BY MUTUAL NEGOTIATION, HEREBY WAIVES, WITH RESPECT TO THE INDEMNIFIED PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW OR ANY APPLICABLE INDUSTRIAL INSURANCE, DISABILITY, OR EMPLOYEE BENEFIT ACT OF ANY OTHER JURISDICTION THAT WOULD BE APPLICABLE IN CASE OF SUCH A CLAIM.

9.2. 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 will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest 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 the Indemnifying Party, its officers, agents, and employees.

9.3. The obligations in this Section 5 will survive termination or completion of this Agreement as to any claim, loss, or liability arising from events occurring prior to such termination or completion.

10. Audits

10.1. Each Party will maintain accounts and records following Generally Accepted Accounting Principles, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will 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 chapter 40.14 RCW and agreed upon by the Parties.

10.2. The City will make all Project records available for Sound Transit inspection upon Sound Transit's reasonable request for same. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, the City will reimburse Sound Transit for such amounts.

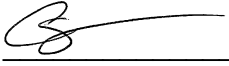
11. General Provisions

11.1. Neither Party will 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 therewith, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.

11.2. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorneys' fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.

{Signatures to Follow}

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

By: 

Name: Cassie Franklin

Title: Mayor


Date:

Approved as to form:

By:  APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Tim Benedict, Legal Counsel

Attest:

By: 

Marista Jorve, City Clerk

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By:  John Henry
John Henry (May 1, 2024 16:34 PDT)

Name: John Henry

Title: Chief Financial Officer

Date: 05/01/2024

Authorized by Motion No: M2024-06

Approved as to form:

By:  Jonathan Nichols
Jonathan Nichols (May 1, 2024 14:27 PDT)

Jonathan Nichols, Legal Counsel

Exhibits

A. Sound Transit and City Designated Representatives

B. Task Order Format

EXHIBIT A

DESIGNATED REPRESENTATIVES

Pursuant to Section 6 of this agreement, 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 on Project activities 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:

Martha Russell, Project Manager for
High Capacity Transit

CITY OF EVERETT:

Yorik Stevens-Wajda, Planning Director

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. Sound Transit reserves the right to change Designated Representative by providing notice to the other party during the term of this Agreement. The City may submit a request to change its Designated Representative to Sound Transit for written approval during the term of this agreement.

EXHIBIT B
Task Order Format

**Task Order #X pursuant to the
PROJECT ADMINISTRATION AGREEMENT
BETWEEN THE CITY OF EVERETT AND SOUND TRANSIT
FOR THE EVERETT LINK EXTENSION AND
OPERATIONS AND MAINTENANCE FACILITY NORTH PROJECT
[Insert Subject of Task Order]**

This Task Order is issued under the Project Administration Agreement between the City and Sound Transit executed on _____ (GA 0043-23) "Project Administration Agreement." This Task Order establishes the scope, schedule, and budget for the services ("Services") provided by the City for the Everett Link Extension and OMF North project. The City agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Project Administration Agreement are incorporated by reference into this Task Order.

The effective date of this Task Order is _____ 20__ ,

The end date of this Task Order is _____ 20__ , or as otherwise agreed to in writing by the Designated Representatives of the Parties.

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

- The Scope of Work is included as Exhibit 1.
- The Schedule is included as Exhibit 2.
- The Rate Schedule is included as Exhibit 3.

Each of the Parties has executed this Task Order by having its authorized representative affix his/her name in the appropriate space below:

For the City:

Signature

Printed Name

Title

Date

Name, City Counsel

For Sound Transit:

Signature

Printed Name

Title

Date

Name, Legal Counsel

Task Order Exhibit 1: Scope of Work.

The scope should be fully developed and provide a detailed description of work to be provided under each Task Order.

Task Order Exhibit 2: Schedule.

The schedule should match the tasks included in the Project Scope.

Task	Start Month	End Month

Task Order Exhibit 3. Rate Schedule

Spreadsheet to be inserted. Use tasks and schedule to develop cost estimate based on labor rate and expenses.

Task Order One
to the
PROJECT ADMINISTRATION AGREEMENT
BETWEEN THE CITY OF EVERETT AND SOUND TRANSIT
FOR THE EVERETT LINK EXTENSION and OMF NORTH PROJECT
GA 0043-23

This Task Order is issued under the Project Administration Agreement between the City of Everett (the City) and Sound Transit for City services related to project development for the Everett Link Extension and Operations and Maintenance Facility (OMF) North Project (the "Project") executed on 08/15/2023 (GA 0176-23) "Project Administration Agreement." This Task Order establishes the scope, schedule, and budget for the services ("Services") provided by the City of Everett for the Project's Draft Environmental Impact Statement (EIS) and Conceptual Engineering phase. The City agrees to perform the services in the manner set forth in this Task Order. The terms and conditions of the Project Administration Agreement are incorporated into this Task Order by reference.

The effective date of this Task Order is March 1, 2023.



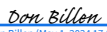
The end date of this Task Order is June 30, 2026, or as otherwise agreed in writing by the Designated Representatives of the Parties.

The not to exceed amount of this Task Order is \$830,000.

Task Order Description. This Task Order provides for: (1) work to be performed by the City's Designated Representative for expedited project delivery management and coordination; and (2) technical services to be performed by the City to support the Draft EIS and conceptual engineering.

- The Scope of Work is included as Attachment 1.
- The Schedule is included as Attachment 2.
- The Meetings Schedule is included as Attachment 3.
- The Cost Estimate is included as Attachment 4.
- The Sound Transit invoicing and reporting requirement example is included as Attachment 5.

Each of the Parties has executed this Task Order by having its authorized representative affix his/her/their name in the appropriate space below:

<p>For the City</p>  <hr/> <p>Cassie Franklin, Mayor</p> <p>Approved as to Form:</p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY EVERETT</div> <hr/> <p>Tim Benedict, Deputy City Attorney</p>	<p>For Sound Transit</p>  <small>Don Billen (May 1, 2024 17:09 PDT)</small>
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Attachment 1: Scope of Work

Task 1: Project Administration

1.1 Coordination and Communication

The key purpose of coordination and communication during this phase is to work collaboratively with Sound Transit on planning and design issues for the Project. The City's Designated Representative shall communicate regularly with Sound Transit's Designated Representative to provide timely responses to Project requests for data and information, 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 City's Designated Representative and appropriate representatives from various City departments as agreed between the City's and Sound Transit's Designated Representatives, shall attend:

- Project issues meetings approximately twice per month (approximately one-hour per meeting)
- Interagency Group (IAG) meetings approximately once per month (approximately two hours per meeting)
- Issue-specific workshops as needed to address project issues (up to three hours, approximately one per quarter)
- The City's Designated Representative shall participate in all ad hoc coordination meetings with Sound Transit's Designated Representative.

The City's Designated Representative will be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any projects and/or proposals (e.g., utility, public works projects, or private development projects) that present partnership opportunities or the potential to conflict with the project.

Deliverables:

- Project-requested existing City data and information such as but not limited to: traffic data and related files, City facility and utility as-built drawings and plans, utility agreements, environmental studies and reports, etc.
- Attendance, preparation, and follow-up for Project meetings.

1.2 Management and Administration

The key purpose of this task is to provide accurate and timely project administration. This task will be continuous through the duration of this phase and includes the City's work necessary to set up and prepare quarterly invoicing, monitoring, and reporting progress, preparing for future Project phases, and providing overall project coordination.

Category 2: Sensitive information

Deliverables:

- Provide quarterly invoicing and progress reporting and on-going project management activities in accordance with Attachment 4.

1.3 Agreements

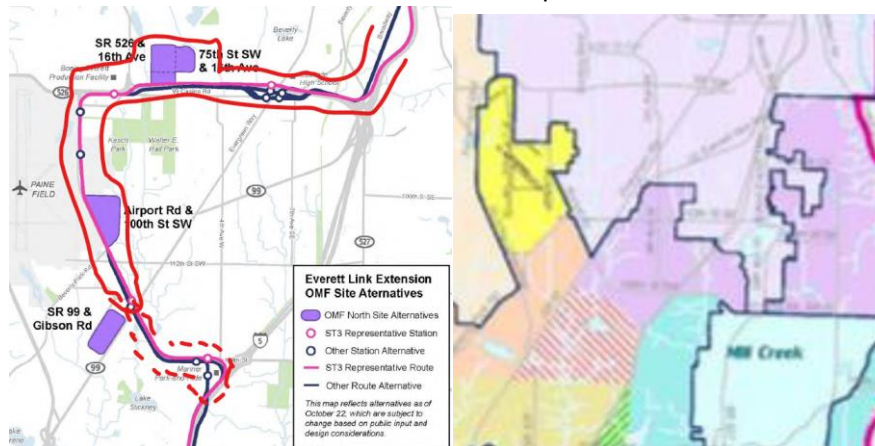
The key purpose of this task is to interface with Sound Transit and provide for timely approval of task orders and other relevant agreements that may be identified as required or desired during the course of this phase of the Project. In the event other agreements are identified for completion during this phase, this task will be used by the City for all coordination and other activities associated with such agreements, letters of concurrence or other instruments.

Deliverables:

- The City will work with Sound Transit to develop a task order for future phases of the Project. This work is anticipated to occur near the end of the environmental review process.

1.4 Project Elements

The City of Everett will hold primary responsibility for local jurisdiction participation in planning for elements of the project within Everett city limits: Airport Rd Station alternative A and the associated alignment and north from there, including OMF alternatives B and E. The City of Everett will share responsibility for local jurisdiction participation with Snohomish County in planning for elements of the project within Everett’s future annexation area: Airport Rd Station alternative B and the associated alignment and from there south to I-5 right-of-way. The City of Everett will participate in planning other elements of the extension as needed or requested.



Task 2: Design Review and Support

2.1 Review of Project Technical Memoranda and Other Documents

This task includes City discipline review and where appropriate, concurrence, for project documents prepared in support of the DEIS, including technical memoranda, feasibility studies, basis of design reports, or other documents prepared for the Project for which City review is desired by Sound Transit to efficiently advance project development. The City’s Designated Representative shall resolve substantial inconsistencies among review comments from the City departments and shall provide Sound

Category 2: Sensitive information

Transit with consistent and consolidated review, comments, and decisions. The City's Designated Representative shall be responsible for ensuring all City review comments are accurately documented in the correct Sound Transit design review format. The City will perform their review of documents within the timeline requested by Sound Transit, which will be commensurate with the length and complexity of the document being reviewed.

2.2 Over the Shoulder Design Review

The key purpose of Over the Shoulder (OTS) review during this phase is to ensure effective City coordination with the Project to contribute to the effectiveness of the Project, provide local perspective, and implement reasonable City plans, codes and regulations so that Sound Transit can efficiently advance project development consistent with those City plans, codes and regulations. Close coordination, through the regularly scheduled meetings referenced in 1.1 and additional meetings as needed, will be necessary to advance, review and communicate design developments with project team members and to seek feedback and concurrence from the City. City technical staff and City department staff with sufficient decision-making authority will attend and represent the City at planning/engineering focused meetings and workshops.

2.3 Formal Submittals

This phase of the Project will likely include two formal design submittals to the City; an 'interim' conceptual design submittal during the DEIS preparation process and an 'advanced' conceptual design submittal, both built from the collaborative process identified in 2.1 and 2.2. As part of these submittals, City staff will review the conceptual design submittal and associated reference drawings, as well as other information submitted as part of the basis of design. City review of formal submittals is intended to ensure effective City coordination with the Project. Sound Transit will notify the City two to four weeks in advance of providing design review packages to the City, and the City will perform a review of the packages and return the unified and coordinated comments from all relevant City departments within thirty (30) days. It is the responsibility of the City's designated representative to coordinate appropriate City staff review and consolidate timely review submittals. If the City requires additional review time, the City will notify Sound Transit immediately, and Sound Transit will determine if additional time is possible. Repeated late or delayed review submittals by the City will be elevated for issue resolution consistent with Section 7 of the Partnering Agreement.

Deliverables:

- Submit consolidated and coordinated comments on the 'interim' conceptual design submittal and the 'advanced' conceptual design submittal.
- Meetings to review and coordinate code requirements.

Task 3: Coordination on Environmental Review

As a cooperating agency with Sound Transit and the Federal Transit Administration (FTA), the City will be afforded the opportunity to review Environmental Impact Statement (EIS) Technical Methods Reports as well as select draft Technical Reports of the Project's NEPA/SEPA documentation and provide feedback on the same to Sound Transit. Sound Transit will notify the City two to four weeks in advance of providing project environmental documents to the City and the City will perform a review of the documents and return unified and coordinated comments from all relevant City departments within

Category 2: Sensitive information

twenty-one days. If the City requires additional review time, the City will notify Sound Transit immediately, and Sound Transit will determine if additional time is possible. Repeated late or delayed review submittals by the City will be elevated for issue resolution consistent with Section 7 of the Partnering Agreement.

Reimbursement pursuant to the terms of the Project Administration Agreement for this activity will only be approved for time spent by the City's Designated Representative (or his or her designee) who will be charged with consolidating and reconciling all City comments as part of preparing a set of unified City comments to provide to Sound Transit. No reimbursement of individual subject matter experts or technical staff at the City will be approved as part of activities under Task 3.

Deliverables:

- Consolidated set of City comments, including all relevant discipline groups, of the Project's EIS Technical Methods Reports and selected Draft EIS draft technical reports.

Task 4: Public Outreach Efforts Support

4.1 Participate in Planning Public Outreach Efforts

The City will provide assistance to Sound Transit, , in planning outreach activities to local stakeholders. This may include strategizing about effective outreach, identifying communities where efforts should be targeted, assisting in preparing materials, and other assistance as requested.

Task 5: Preliminary Permitting Coordination

5.1 Establish Permit Process

A key activity during this phase is to jointly develop and approve a preliminary permitting plan that supports the project schedule and provides the City with the information and time needed to develop reasonable codes and regulations and to provide approvals. City and Sound Transit staff will work together to establish mutually agreeable procedures and to streamline processes where possible. Much of this work will take place through the Model Code Partnership process through 2024. MCP work is ineligible for reimbursement because of the in-kind commitment made by jurisdictions in the grant agreement. However, work on a permitting plan beyond the grant period may be eligible for reimbursement.

Deliverables:

- Participation in meetings to develop preliminary permitting plan (assumed to occur at bi-weekly meetings described in Task 1) and at scheduled Model Code Partnership meetings.

Task 6: Station Planning Coordination

6.1 Station Access Improvements

The purpose of coordination between the City and Sound Transit is to support definition of and responsibility for and projects to provide for safe and convenient multi-modal access to the stations. This could include technical analysis of needs and gaps, interagency workshops and conceptual design development of access improvements (vehicular and non-motorized) within the project footprint as well as in the broader access shed. This task also includes coordination on integration of transit. Modes to be

Category 2: Sensitive information

covered include, but not be limited to bus, pedestrian and bicycle and passenger drop-off facilities. This work will be closely coordinated with 6.2 Transit Oriented Development and Urban Design.

Deliverables:

- Participation in meetings and workshops to develop access concepts at and in vicinity of stations (e.g. 2 three-hour workshops and other meetings as necessary)

6.2 Transit Oriented Development and Urban Design

The purpose of coordination is to incorporate TOD principles into the project's conceptual engineering design. This could include technical analysis, interagency workshops and development of urban design frameworks that define the interface of Sound Transit's project with the surrounding urban fabric to support TOD. It could also include planning support for joint development or redevelopment of potential future surplus property in accordance with City and Sound Transit policy. This work will be closely coordinated with 6.1 Station Access Improvements.

Deliverables:

- Participation in meetings and workshops to develop urban design concepts and frameworks for stations (e.g. two 3-hour workshops and other meetings as needed)
- Review and execution of memos of concurrence with urban design drawings, documents, and technical studies produced through the project.

Basis of Scope and Budget Estimate

The Budget set forth in Attachment 3 represents the Parties' best estimate for completing the Scope of Work. The City agrees to make best efforts to complete the Scope within the Budget, and further agrees not to exceed the budgeted amount without prior written authorization from Sound Transit, which requires supplementing the budget through amendment to this Task Order.

In addition to those assumptions stated elsewhere in this Task Order, the following assumptions have been used in estimating the effort required to complete the Scope of Work:

- Budgets reflect anticipated blended hourly rates and overhead charges using mid-point of agreement estimates or salary escalation rates. Significant additional hourly rate or overhead adjustments are not anticipated during the duration of this Task Order and would be offset by scope reductions given the not to exceed amount associated with this Agreement.
- The scope and budget for this Task Order assume Sound Transit and its consultants will identify issues requiring input from the City. City staff would provide feedback on materials and issues as presented by Sound Transit but would not be responsible for confirming the quality or accuracy of those materials.
- Drawings, sections, as-builts, traffic model analysis, cost estimates, survey work, and other such engineering products needed to resolve issues will be collected and prepared by Sound Transit staff and are not budgeted for in this Task Order unless otherwise noted in the scope of work above.

Attachment 2: Schedule

Task	Start Month	End Month
Task 1: Project Administration	July 2023	June 2026
Task 1.1: Coordination and Communication		
Task 1.2: Management and Administration		
Task 1.3: Agreements		
Task 2: Design Review and Support	July 2023	June 2026
Task 2.1: Review of Project Technical Memoranda and Other Documents		
Task 2.2: Over the Shoulder Design Review		
Task 2.3: Formal Submittals		
Task 3: Coordination on Environmental Review	July 2023	June 2026
Task 4: Public Outreach Efforts	July 2023	June 2026
Task 5: Preliminary Permitting Coordination		
Task 6: Station Planning Coordination		
Task 6.1: Station Access Improvements	July 2023	June 2026
Task 6.2: Transit Oriented Development and Urban Design		
<i>Dates are current as of Task Order execution but are subject to change. ST will keep the City apprised of schedule changes by means of a "look ahead" schedule to be updated on a regular basis.</i>		

Attachment 3: Meetings Summary

Task	Estimated Frequency	Estimated Total Meeting Hours
Task 1: Project Administration		
Project Issue Resolution meetings	1 hour; 2/month	60
Interagency Group meetings	2 hours; 1/month	60
Project workshops	3 hours; 1/quarter	30
Designated Representative ad-hoc coordination	4hour/month	120
Task 2: Design Review and Support		
Code Review meetings	As-needed	9
Task 3: Coordination on Environmental Review		
n/a		
Task 4: Public Outreach Efforts		
Coordination on Outreach	As-needed	Included in Issue Resolution Meetings
Task 5: Preliminary Permitting Coordination		
Permitting Coordination meetings	1/quarter	Included in Issue Resolution Meetings
Task 6: Station Planning Coordination		
Station Access Improvements workshops	3 hours; 2 total	6
Transit Oriented Development and Urban Design workshops	3 hours; 2 total	6
Other coordination meetings	As-needed	Included in Issue Resolution Meetings
<p><i>ST will keep the City apprised of meeting plan changes by means of a “look ahead” schedule to be updated on a regular basis.</i></p>		

Attachment 4: Cost Estimate

Task	Avg Labor Rate
Task 1: Project Administration	
Task 1.1: Coordination and Communication	\$125.00
Task 1.2: Management and Administration	\$125.00
Task 1.3: Agreements	\$125.00
Task 2: Design Review and Support	
Task 2.1: Review of Project Technical Memoranda and Other Documents	\$125.00
Task 2.2: Over the Shoulder Design Review	\$125.00
Task 2.3: Formal Submittals	\$125.00
Task 3: Coordination on Environmental Review	\$125.00
Task 4: Public Outreach Efforts	\$125.00
Task 5: Preliminary Permitting Coordination	\$125.00
Task 6: Station Planning Coordination	
Task 6.1: Station Access Improvements	\$125.00
Task 6.2: Transit Oriented Development and Urban Design	\$125.00

Attachment 5: Invoice and Progress Report Example

Sound Transit Invoice Form

Invoice No. _____ Dated: _____

TO: accountspayable@soundtransit.org

Attention: Accounts Payable and Sound Transit Designated Representative

Re: Agreement Title: _____ (required)
Agreement Number: _____ (required)
Task Order Number _____ (required)
PO Number: _____ (required)

The City's authorized representative certifies that Sound Transit's pro rata share of costs under this invoice is \$_____, and is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation. [*Identify the element(s), and the amounts by element, for which the amount due applies*]

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

City

By: _____

Date: _____











GA 0043-23 Project Administration Agreement Everett ST FINAL (1)

Final Audit Report

2024-05-02


Created:	2024-04-22
By:	Angie House (angela.house@soundtransit.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADyaSdRRARVfQgDS8RNNwini_1fNQjRAL

"GA 0043-23 Project Administration Agreement Everett ST FINAL (1)" History


-  Document created by Angie House (angela.house@soundtransit.org)
2024-04-22 - 10:40:48 PM GMT
-  Document emailed to Tim Benedict (tbenedict@everettwa.gov) for signature
2024-04-22 - 10:46:13 PM GMT
-  Email viewed by Tim Benedict (tbenedict@everettwa.gov)
2024-04-22 - 10:46:39 PM GMT
-  Document e-signed by Tim Benedict (tbenedict@everettwa.gov)
Signature Date: 2024-04-23 - 9:42:39 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
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2024-04-23 - 10:22:10 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2024-04-25 - 3:40:19 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature
2024-04-25 - 3:40:22 PM GMT
-  Email viewed by Marista Jorve (mjorve@everettwa.gov)
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-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)
Signature Date: 2024-04-25 - 3:41:08 PM GMT - Time Source: server

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2024-05-01 - 9:24:00 PM GMT- IP address: 104.47.58.254

 Signer jonathan.nichols@soundtransit.org entered name at signing as Jonathan Nichols

2024-05-01 - 9:27:34 PM GMT- IP address: 199.191.49.17

 Document e-signed by Jonathan Nichols (jonathan.nichols@soundtransit.org)


Signature Date: 2024-05-01 - 9:27:36 PM GMT - Time Source: server- IP address: 199.191.49.17

 Document emailed to john.henry@soundtransit.org for signature

2024-05-01 - 9:27:38 PM GMT

 Email viewed by john.henry@soundtransit.org

2024-05-01 - 10:16:31 PM GMT- IP address: 104.47.58.254

 Signer john.henry@soundtransit.org entered name at signing as John Henry

2024-05-01 - 11:34:14 PM GMT- IP address: 199.191.49.17

 Document e-signed by John Henry (john.henry@soundtransit.org)


Signature Date: 2024-05-01 - 11:34:16 PM GMT - Time Source: server- IP address: 199.191.49.17

 Document emailed to don.billen@soundtransit.org for signature

2024-05-01 - 11:34:19 PM GMT

 Email viewed by don.billen@soundtransit.org

2024-05-02 - 0:09:08 AM GMT- IP address: 104.47.56.254

 Signer don.billen@soundtransit.org entered name at signing as Don Billen

2024-05-02 - 0:09:21 AM GMT- IP address: 199.191.49.17

 Document e-signed by Don Billen (don.billen@soundtransit.org)

Signature Date: 2024-05-02 - 0:09:23 AM GMT - Time Source: server- IP address: 199.191.49.17

 Agreement completed.

2024-05-02 - 0:09:23 AM GMT