

**PARTNERING AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)
AND THE CITY OF SEATTLE FOR THE
WEST SEATTLE AND BALLARD LINK EXTENSIONS PROJECT**

THIS PARTNERING AGREEMENT (“Agreement”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under Chapter 81.112 RCW (“**Sound Transit**”), and the City of Seattle, a Washington municipal corporation (“**City**”), for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as “the Parties” or individually as a “Party.”

INTRODUCTION

The ST3 mass transit system expansion approved by the voters in November 2016 is ambitious in scope and the timelines for implementation are aggressive. The scope and timeline for ST3 are equal to the scope and timeline for the prior two system expansions combined, Sound Move and ST2. Implementing ST3 consistent with the scope, budget, and schedule approved by the voters will take extraordinary effort by Sound Transit and by its federal, state, and local partners.

To meet the challenge of delivering projects as fast as possible, Sound Transit developed a System Expansion Implementation Plan that embraces new ways of working. Those adjustments include internal changes at Sound Transit, as well as new approaches to working with project partners, stakeholders, and local jurisdictions. The implementation plan includes strategic initiatives that:

- Underscore Sound Transit’s commitment to partnerships, community engagement, collaboration, transparency and accountability;
- Apply innovative ideas and lessons learned to refine and improve project development and delivery; and
- Support seamless project management through all project phases.

Sound Transit is committed to making its new project development and delivery processes work better, and it is reaching out to its partners to obtain their commitment to do the same. This project partnering agreement reflects that commitment to a new way of doing business so that together we can deliver the quality transit improvements approved by the voters in ST3 on schedule and within budget.

This West Seattle and Ballard Link Extensions Project partnering agreement includes specific commitments from Sound Transit and from the City of Seattle to the following:

- Work seamlessly together using a single designated representative from each organization to manage the project, to establish a cooperative and communicative platform for reaching early and durable decisions, and to resolve disputes;
- Provide clarity as to project scope, schedule, and budget and identify opportunities for joint work, coordination with City projects, City enhancements, or City-led improvements;
- Establish specific points in the development process for City concurrence;
- Develop environmental review documents that both Sound Transit and the City can use for all of the required project development approvals and permitting decisions;
- Provide a process for streamlined permit review and processing, including land use decisions within time periods agreed upon as provided in this Agreement and/or the Permitting Plan;
- Develop other measures so that the project development process runs smoothly and without surprises to either party; and
- Collaborate at all levels to facilitate concurrent decision-making by Sound Transit's Board of Directors and the City's Mayor and Council.

1. PROJECT MANAGEMENT

1.1. General Goals and Expectations

- 1.1.1. The ST3 Plan establishes aggressive timelines for project delivery. To deliver this ambitious plan, Sound Transit is embracing new ways of organizing internally, as well as new approaches for working with stakeholders, partners, jurisdictions, and the planning, design and construction communities. It is in the mutual interests of Sound Transit and the City, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- 1.1.2. With this Partnering Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the West Seattle and Ballard Link Extensions Project ("Project").
- 1.1.3. The work that the Parties will undertake through this Agreement is part of Sound Transit's system-wide focus on implementing strategic initiatives to meet the aggressive project schedules included in the ST3 Plan. Those strategic initiatives include (1) enhance Sound Transit's commitment to partnership, community engagement, collaboration, transparency, and accountability; (2) apply

innovative ideas and lessons learned to refine and improve project development and delivery; and (3) align internal and external resources to support seamless and collaborative management through all phases of each project. In parallel with City efforts to further this Agreement, Sound Transit will seek to continuously improve its internal planning and management processes to further this Agreement and implement these strategic initiatives.

- 1.1.4. This Partnering Agreement is the first of multiple agreements and concurrence actions that will memorialize shared understanding between Sound Transit and the City over the life of the Project. The Parties anticipate amending the Partnering Agreement and entering into future agreements as the Project advances through subsequent design and delivery phases. Future agreements may include the preferred alternative concurrence document, permitting plan, permitting and development agreements, or other agreements as mutually determined by the Parties.

1.2. **Estimated Levels of Participation**

- 1.2.1. The Parties will be mutually committed to meeting key Project milestones and thus commit to a higher level of engagement during Project development and delivery than has been achieved on prior Sound Transit projects in the City. The Parties will regularly review staffing plans and levels of effort with the intent to maintain adequate staffing for timely delivery of the Project.

1.3. **Designated Representatives and Project Development Team**

1.3.1. Designated Representatives

- 1.3.1.1. To ensure effective intergovernmental cooperation and efficient Project review, Sound Transit and the City shall each designate a single representative responsible for communications between the Parties (“Designated Representative”). Each Party’s Designated Representative is identified in **Exhibit A**. Either Party may change its Designated Representative after consultation with the other Party and provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.

1.3.2. Designated Representative Authority and Responsibilities

- 1.3.2.1. Designated Representatives will be authorized by their respective organizations to direct, coordinate, and review the work of assigned staff. Designated Representatives will assemble, direct, and manage the Project Development Team to achieve key project milestones within the project budget.
- 1.3.2.2. Designated Representatives are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to the Project. For the City Designated Representative, coordination of department staff and consultants includes the resolution of disputes that may arise between departments and/or consultants reporting to the City, and the development of review schedules that allow for simultaneous review by multiple departments. Project coordination may require the development of further agreements between the Parties. **Exhibit B** provides a description of the role and duties to be performed by the City Designated Representative.

1.3.3. Project Development Team

- 1.3.3.1. The Parties will form a Project Development Team that will provide a forum for early and frequent consultation on issues related to Project development. Sound Transit will use the Project Development Team to facilitate participation of City transportation, engineering, utilities, land use, and other City staff as necessary in the design, analysis, environmental review, development, permitting, and construction of the Project. City representatives will meet with Sound Transit Project staff and consultants on a regular basis throughout the Project. By working with Sound Transit and its consultants on the Project Development Team, the City shall help facilitate expedited review of the Project. The City's Designated Representative will be responsible for designated City participants in the Project Development Team and for managing the City's participation. **Exhibit C.1** identifies Sound Transit's organizational structure and key positions of the Project Development Team and **Exhibit C.2** identifies the City's organizational structure and key positions of the Project Development Team.

1.3.4. Relationship of Project Development Team to Interagency Group

- 1.3.4.1. The Parties anticipate that some, but not all, City participants on the Project Development Team will overlap with City participants on the Interagency Group, as described in 4.1.1.3. The Parties will coordinate regularly to ensure participants understand their roles and responsibilities for each team. The Community Engagement and Communications Plan will further outline the process for development and management of the Interagency Group.

1.4. Processes for Project Reviews

- 1.4.1. The Parties understand and agree that achieving the processes and expectations described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work will occur as early as possible in the process, and not wait for explicit due dates and timelines.
- 1.4.2. Project reviews will involve strategies, such as “over the shoulder” (“OTS”) reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. The Parties will engage in these Project reviews and seek to resolve issues before Sound Transit provides submittals to the City for formal comments to Sound Transit.
 - 1.4.2.1. OTS reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement will be scheduled as needed to keep the Project Development Team members apprised of developments in the Project development process and to seek feedback or concurrence from the City on aspects of the Project with respect to City codes, regulations, and other related City planning and project activities.
 - 1.4.2.2. For formal Project submittals, unless the Parties otherwise mutually agree to an alternate review schedule in cases of multiple or concurrent reviews, Sound Transit will notify the City twenty-one (21) days in advance of providing a Project review package to the City. Upon receipt of the Project review package, the City will perform review and return consolidated comments from all relevant City reviewers within thirty (30) days. Sound Transit will provide the City with a minimum three (3)-month look-ahead schedule of Project

submittals, updated monthly, to help the City identify and plan for resources needed to conduct its reviews.

1.5. **Decision Making**

1.5.1. The Parties agree to be transparent in their respective decision-making processes and agree to avoid postponing difficult decisions until a critical deadline. The Parties will discuss upcoming decisions by either Party that may affect Project scope, schedule, or budget and will strive to reach concurrence before decisions are made.

1.5.2. The Parties will respond to questions and requests for feedback or information within two weeks or earlier.

1.6. **Commitment to Project Schedule and Budget**

1.6.1. Schedule

1.6.1.1. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin light rail operations on time. Accordingly, the Parties will work in good faith toward the completion of necessary processes no later than the target dates identified in the schedule attached as **Exhibit D**.

1.6.2. Budget

1.6.2.1. The Sound Transit financial plan includes funding, which could include future federal grants, for the Project representative alignments, which includes funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies.

1.6.2.2. The Parties agree to work together to facilitate the Project being completed within available budget.

1.6.2.3. In cases where the City or other parties have an interest in changing Project scope beyond that allowed under Sound Transit's financial plan, the City will collaborate with Sound Transit to identify reductions in scope or risk elsewhere on the Project or provide increased funding through local contributions to finance the

requested change. Agreement on the scope changes and local contributions will be memorialized in the preferred alternative concurrence document or other agreements as mutually determined by the Parties.

2. PROJECT DEVELOPMENT

2.1. Overall Project Approach to Project Development and Delivery

- 2.1.1. Meeting the Project schedule will require expedited project development and delivery as described in this Agreement, the voter-approved ST3 Plan, and the System Expansion Implementation Plan, and the Parties will follow the overall development approach provided in **Exhibit E**.
- 2.1.2. The Sound Transit Board has the sole authority to identify a range of alternatives and a preferred alternative for environmental study and subsequent selection of the project to be built after conclusion of environmental review.
- 2.1.3. The Sound Transit Board's identification of a preferred alternative will be informed by stakeholder input and technical assessment of a broad range of factors including, but not limited to, transportation, environmental, land use, engineering, construction, operations and cost.
- 2.1.4. Upon completion of alternatives development, Sound Transit and the City will develop a concurrence document signed by executive leadership of each Party which memorializes identification of the preferred alternative.

2.2. Identifying and Resolving Code Conflicts and Streamlining the Permit Process Prior to Permitting

- 2.2.1. The Parties will review development regulations and processes that will likely be applicable to the Project and identify code changes and process reform actions necessary to streamline the permit review process or resolve code conflicts. The Parties will identify the changes and actions that require Executive or Council actions with sufficient lead time to implement each change or action before Project permitting begins.

2.3. Addressing Transit-oriented Development, Non-motorized access, Transit Integration, and Sustainability

- 2.3.1. The Parties agree that station location and design decisions should be informed by a balanced commitment to easing customer access from all modes (especially connecting local transit, foot, bicycle, carpools and shared transportation services) and facilitating transit-supportive land use and urban form.
- 2.3.2. The Parties will coordinate content and sequencing of their planning activities with regard to station areas, land use, and access. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction. Before the end of Q1 2018, the Parties will develop a process for coordinating and implementing station planning activities.
- 2.3.3. The Parties will identify priorities for improving bicycle, pedestrian, and bus connections and will identify opportunities to maximize and leverage transit access investments by coordinating with City plans and City and other funding sources. Access improvements may be considered for early delivery if they do not conflict with Project construction and discretionary permit approvals for the Project have been obtained.
- 2.3.4. The Parties will work together to identify and evaluate opportunities for transit-oriented development (“TOD”) in station areas, including direct integration of transit facilities with development done by others. The Parties further agree to consider strategies for advancing equitable development outcomes in their planning activities, including but not limited to opportunities for development of affordable housing on publicly-owned land.
- 2.3.5. The Parties will work together to identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and ENVISION.

2.4 Commitment to Coordination on Planned Projects

- 2.4.1 The Parties will share information on existing conditions and planned projects within the Project area with the intent to identify opportunities for coordination and resolve conflicts as early as possible during Project development, and to reduce risks to Project development and delivery.

3. PROJECT DEFINITION

3.1. ST3 Plan Representative Projects

- 3.1.1. The Parties will build on work already completed and publicly vetted, particularly the Regional Transit Long Range Plan (December 2014) Ballard to Downtown Seattle Transit Expansion Study (May 2014), the South King County Corridor High Capacity Transit Study (August 2014), and Sound Transit 3 – the Regional Transit System Plan (June 2016).
- 3.1.2. Representative projects were developed for the purpose of establishing project scope, cost estimates and ridership forecasts. These representative projects formed the basis of the ST3 plan that was subsequently approved by voters. The ST3 Plan will be used to establish transit mode, corridor, number of stations and general station locations during the project’s environmental review phase as well as during development of the project budget and schedule. Project Development will start with the ST3 representative projects to investigate what other reasonable alternatives should be evaluated. The ST3 Plan representative project templates are provided for reference as **Exhibit F**.
- 3.1.3. The Parties acknowledge that suggestions to study additional alternatives are likely to emerge during the alternatives development process. The Parties will collaborate on the evaluation of reasonable alternatives that could meet project objectives and fulfill the purpose and intent of the voter-approved ST3 Plan. The target is to identify options to be investigated as soon as possible during alternatives development to support the goal of early and durable consensus on a preferred alternative.

4. ENGAGEMENT AND COMMUNICATIONS

4.1. Community Engagement and Communications Plan

- 4.1.1. Sound Transit will develop a Community Engagement and Communications Plan that describes the process for convening and managing three community engagement groups – an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media. The Community Engagement and Communications Plan will further describe the roles and responsibilities of the groups generally composed as follows:
 - 4.1.1.1. The Elected Leadership Group will be composed of Sound Transit Board members and other local elected officials in the corridor.

- 4.1.1.2. The Stakeholder Group will be composed of transit riders, residents, business owners, major institutional representatives, community organizations, and other members of the public.
- 4.1.1.3. The Interagency Group will be composed of senior staff from Sound Transit and the City, county, state, and federal permitting agencies empowered with technical decision-making authority.
- 4.1.2. The Parties agree that the purpose of engaging with these groups is to offer opportunities for greater collaboration early in Project development. Providing elected, public, and technical staff with structured opportunities to learn in detail about project risks and opportunities, share multiple interests, and discuss constraints that affect the Project will allow issues to be understood and surfaced sooner; creative solutions to be developed and assessed; and trade-offs to be identified and decided upon. The Parties will facilitate engagement that produces enduring decisions and that streamlines the Project development and delivery process. At key milestones, the Stakeholder Group will make recommendations to the Elected Leadership Group and the Elected Leadership Group will present recommendations to the Sound Transit Board.
- 4.1.3. Sound Transit will collaborate with the City on development of the Community Engagement and Communications Plan. The Community Engagement and Communications Plan will include an approach to outreach and public engagement that is inclusive, consistent with the principles of the City's Race and Social Justice Initiative and Executive Order 2016-6. The Community Engagement and Communications Plan will require that external communications are delivered in a manner that is culturally and linguistically appropriate to the communities impacted by construction and other disruptions, as well as the longer term benefits, resulting from the Project.

4.2. Role of City of Seattle Commissions

- 4.2.1. The potential roles of the commissions in Project review will be examined as part of development of the Permitting Plan.

4.3. Public Communication

- 4.3.1. The Parties intend to provide information to the community in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements

concerning the Project. Coordination may include identifying opportunities for joint public statements.

5. STREAMLINED PERMITTING

5.1. Permitting Plan

- 5.1.1. The City has the authority to permit light rail construction and operation within the City of Seattle consistent with the Project's status as an essential public facility. The Parties will develop a preliminary Permitting Plan. Building upon items identified in the Sound Transit response to Seattle City Council letter of April 25, 2016 (**Exhibit G**), the preliminary Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required permits. The preliminary Permitting Plan will be updated as necessary to address the potential or selected delivery method(s) for Project construction and related implications for the permitting process.
- 5.1.2. Upon issuance of the FEIS and selection of the Project to be built, the Parties will develop a final Permitting Plan and implement the processes identified in the Permitting Plan.
- 5.1.3. Implementation actions identified in the Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.

5.2. Permit Decisions

- 5.2.1. The Parties will develop timelines in the preliminary Permitting Plan that support the ST3 Plan goal of (1) publishing land use recommendations and/or decisions within one hundred twenty (120) days of City acceptance of a complete application, and (2) reviews and issuance of non-discretionary construction permit decisions or other permits necessary for the construction of the Project within the timeframes established in the Permitting Plan. In determining the number of days that have elapsed, the preliminary Permitting Plan will specify periods that apply as deadlines for City permitting agencies and which apply to Sound Transit as the permit applicant based on a "chess clock" approach.
- 5.2.2. Nothing in this Agreement will be deemed a waiver of the City's regulatory authority nor a predetermination of Project compliance with applicable codes and regulations.

6. ENVIRONMENTAL REVIEW

6.1. SEPA/NEPA

6.1.1. Sound Transit is the lead agency for compliance with the State Environmental Policy Act ("SEPA"). In coordination with the City and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA. The City, including all of its 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 the Parties to work together to ensure that there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.

6.1.2. The City commits to participate in the environmental review process as a Cooperating Agency under the National Environmental Policy Act ("NEPA") and as a Consulted Agency under SEPA. The City will contribute to the scope, analysis, and review of environmental documents for the Project. The environmental review will cover the City's issuance of all permits for the Project as well as agreed upon environmental mitigation for Project impacts. The City 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.

7. PLANNING AND MANAGING CONSTRUCTION

7.1. Process and Schedule for Determining Construction Delivery Method(s)

7.1.1. Sound Transit will consider project delivery methods early in Project development and intends to select the appropriate project delivery method for segments of the Project as soon as a preferred alternative is identified. Sound Transit will evaluate alternative delivery methods against project goals and coordinate with the City before deciding which method(s) to employ. Multiple project delivery methods may be deployed depending on segment construction sequencing needs and differing Project facility requirements.

7.2. Approach to Preparing For and Closing Out Construction

- 7.2.1. Prior to completing preliminary engineering, the Parties will discuss and agree on the approach to preparing for and closing out construction with the intent to avoid delays and open light rail operations on time.

8. PROPERTY ACQUISITION

8.1. ST Authority and Regulations Regarding Temporary and Permanent Property Acquisitions

- 8.1.1. Sound Transit will require use of City rights-of-way to design, build and operate light rail service envisioned in this Project. Sound Transit will also acquire permanent and temporary property rights from private individuals and commercial interests to implement the Project.
- 8.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in Project development. Sound Transit will assess the risk of potential loss of critical parcels for tunnel portal areas, station sites, or other key construction staging areas due to imminent property sale or development pressure in the corridor. High risk parcels may be targeted for further evaluation and potential suitability for early protective acquisition by Sound Transit.
- 8.1.3. Sound Transit will consult with the City on property acquisition needs of the Project. Consultation will include reviewing potential of right-of-way access and code compliance implications for properties under consideration for acquisition.
- 8.1.4. The City will notify Sound Transit of potential development activities (permit requests, developer inquiries, etc.) on parcels along the representative alignment and preferred alternative route, once identified.

8.2. Transit Way Agreement

- 8.2.1. The Parties will work together to review the existing Transit Way Agreement between the Parties, originally executed in July 2000 with technical corrections executed in September 2002 and subsequently amended, to develop a mutually agreeable form for a future Transit Way Agreement appropriate for this Project. The Parties will also work together to identify opportunities and the necessary steps to streamline the review and approval process for the Project's Transit Way Agreement, and subsequent amendments, including potential administrative review and approval opportunities. The Parties will endeavor to

develop the final form and contents of the Transit Way Agreement for the Project and obtain the necessary approvals as soon as possible after issuance of the FEIS and the selection of the project to be built.

9. STAFFING RESOURCES AND FUNDING

9.1. Overall Approach to Staffing Resources and Funding

9.1.1. The Parties recognize that cooperative and joint efforts are required to complete Project development in the City on schedule and within budget. To help accomplish this, Sound Transit recognizes that it may be in Sound Transit's best interest to contract with the City for certain services and products related to Project development and to reimburse the City for the costs of these services and products. Sound Transit may provide resources for project management, and as determined by project need, technical services for complex projects.

9.1.2. The Parties agree to work cooperatively to negotiate in good faith funding agreement(s) for certain services and products related to Project development and to provide reimbursement to the City for the costs of these services and products. The Parties will endeavor to develop the final form and contents of such funding agreement(s) and obtain the necessary approvals no later than December 31, 2017.

10. DISPUTE RESOLUTION

10.1. The Parties agree to work cooperatively and in good faith toward resolution of issues. The Parties agree that neither party will take or join any action in any judicial or administrative forum to challenge the action of the other party associated with this Agreement or the Project, except as set forth herein.

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

10.3. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City will be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

10.4. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The

parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement or the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

10.4.1. Level One: Sound Transit's technical leads and the City's technical leads identified in **Exhibits C.1** and **C.2** will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

10.4.2. Level Two: Sound Transit's Designated Representative and the City's Designated Representative will 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 Two, either Party may refer the dispute to Level Three.

10.4.3. Level Three: Sound Transit's Chief Executive Officer or Designee and the City's Mayor or Designee will meet to discuss and attempt to resolve the dispute in a timely manner.

10.5. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

11. DURATION OF AGREEMENT

11.1. This Agreement will take effect upon the last date of signature by the Parties as set forth below. This Agreement will remain in effect until all Sound Transit Projects contemplated by this Agreement are completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties, or unless this Agreement is superseded by a future agreement.

12. WARRANTIES

12.1. By execution of this Agreement, the City warrants:

12.1.1. That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement by which it is bound or to which it is bound or to which it is subject; and

12.1.2. That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

12.2. By execution of this Agreement, Sound Transit warrants:

12.2.1. That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

12.2.2. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

13. ADMINISTRATION OF AGREEMENT

13.1. This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.

13.2. Each party will be responsible for its own public records and public records requests.

14. ASSIGNMENT AND BENEFICIARIES

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

15. NOTICES

15.1. Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative.

15.2. Unless otherwise provided herein, all notices will be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 11, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

16. FEDERAL PROVISIONS

16.1. Sound Transit's design and construction of the Project may become subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA"). Both Parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

17. GENERAL PROVISIONS

17.1. The Parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Seattle City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents must be first approved by vote of the Sound Transit Board or Seattle City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

- 17.2. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.
- 17.3. This Agreement will be binding upon and inure to the benefit of successors and assigns of the City and Sound Transit.
- 17.4. Time is of the essence in every provision in this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” will mean calendar days unless otherwise noted. Any reference to “working days” will exclude any City holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period will be extended automatically to the next business day.
- 17.5. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- 17.6. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party will be deemed, or represent themselves to be, employees of any other party.
- 17.7. This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity will be construed against the party drafting the document will apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 17.8. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 17.9. This Agreement and related task orders may be amended only by a written instrument executed by each of the Parties hereto.
- 17.10. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute but one and the same instrument.

18. AMENDMENTS

18.1. This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary, except as provided in Section 1.3.1.1.

19. SEVERABILITY

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

Each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below and the effective date shall be the last date written below:

SOUND TRANSIT

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: _____

Authorized by Motion No. _____

THE CITY OF SEATTLE

By: _____
_____ Mayor, City of Seattle

Date: _____

Authorized by City Council
Resolution/Ordinance No ___ on
_____, 2017.

EXHIBITS

- Exhibit A: Designated Representatives
- Exhibit B: City Designated Representative – Description of Role
- Exhibit C.1: Project Development Team (Alternatives Development Phase) – Sound Transit
- Exhibit C.2: Project Development Team (Alternatives Development Phase) – City of Seattle
- Exhibit D: Schedule Milestones
- Exhibit E: Overall Approach to Project Development and Delivery
- Exhibit F: ST3 Plan Representative Project Templates
- Exhibit G: Sound Transit Response to Seattle City Council Letter of April 25, 2016

EXHIBIT A
DESIGNATED REPRESENTATIVES

SOUND TRANSIT:

Cathal Ridge
Central Corridor Development Director
Central Puget Sound Regional Transit Authority
401 S Jackson St
Seattle, WA 98104
(206) 903-7484
cathal.ridge@soundtransit.org

CITY OF SEATTLE:

To be determined by January 15, 2018

EXHIBIT B

CITY DESIGNATED REPRESENTATIVE – DESCRIPTION OF ROLE

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key City staff will need to coordinate on a regular basis with Sound Transit. The City Designated Representative will be located in the Mayor's office and will report directly and exclusively to the Mayor or Deputy Mayor. Bi-weekly coordination meetings between Sound Transit and the City Designated Representative as well as periodic coordination meetings with key technical staff at various City departments (SDOT, SPU, SCL, SDCI, OPCD, DON, SFD, etc.) are anticipated from the outset of project development. The Designated Representative, in conjunction with Sound Transit, will also identify appropriate check-in points with both the Mayor's and City Council offices. Participation by key technical staff in monthly interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas would also be anticipated.

Key responsibilities of the Designated Representative would include:

Serve as City's point of contact and coordinate involvement of other City staff

- Serve as City's single point of contact facilitating Sound Transit coordination efforts with the various City departments, Council, and Mayor.
- Manage internal coordination efforts between various City departments.
- Attend bi-weekly management coordination meetings with Sound Transit.
- Coordinate City staff involvement in periodic technical coordination meetings with Sound Transit staff and consultants.
- Participate in monthly interagency meetings and coordinate involvement by other City staff as necessary.
- Coordinate City involvement in stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other issues.

Respond to requests for technical input and facilitate resolution of issues

- Respond to Sound Transit and consultant staff requests for technical input related to land use/zoning, traffic/parking, sensitive areas, hazmat, historic/archeological, parks/open space, or similar environmental concerns.
- Respond to Sound Transit and consultant staff requests for technical input related to utility, roadway/traffic, drainage, structural/building, fire/life safety, construction staging, property acquisition/right-of-way vacation, maintenance, or similar design and permitting issues.
- Identify City projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to interfere with the expeditious design and

construction of the Project, facilitate resolution of conflicts, and identify opportunities for coordinated delivery or joint development.

Coordinate City review of technical work and resolve potential inconsistencies

- Coordinate City staff review of alternatives development and EIS related documents and resolve inconsistencies among review comments between departments.
- Coordinate City staff review of design submittals for stations, guideway and associated facilities and resolve inconsistencies among review comments between departments.

Facilitate development of agreements

- Facilitate development of staff level agreements documenting City concurrence on analysis/design approaches and proposed solutions.
- Facilitate development of partnering, preferred alternative, and permitting agreements with Sound Transit at key milestones in project development.
- Facilitate administration of interagency agreements, including City budget process, legislation, and ongoing reporting and financial management.

EXHIBIT C.1

PROJECT DEVELOPMENT TEAM (ALTERNATIVES DEVELOPMENT PHASE) – SOUND TRANSIT

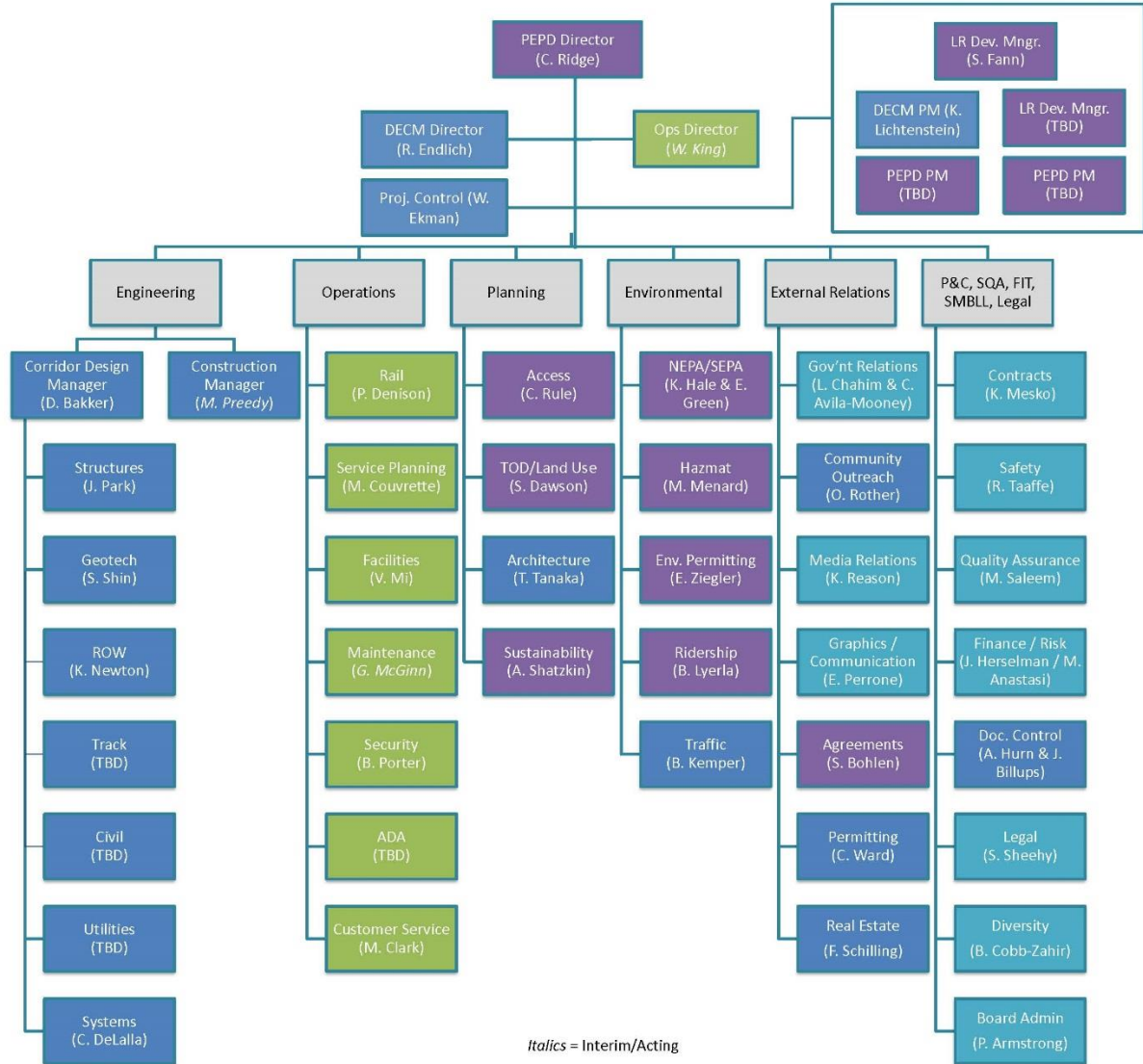


EXHIBIT C.2

PROJECT DEVELOPMENT TEAM (ALTERNATIVES DEVELOPMENT PHASE) – CITY OF SEATTLE

To be determined by January 15, 2018

EXHIBIT D
SCHEDULE MILESTONES

| Schedule Objective | Target Date |
|-----------------------------------------------------------|--------------------|
| City Team Identified | Q3 2017 |
| Project Development Begins | Q4 2017 |
| Preliminary Permitting Plan Developed | Q1 2018 |
| Preferred Alternative Concurrence | Q1/Q2 2019 |
| ST Board Identifies Preferred Alternative | Q1/Q2 2019 |
| Project Delivery Method Selected | 2019 |
| Preliminary Permitting Plan Updated | 2019 |
| Record of Decision & ST Board Selects Project to be Built | 2022 |
| Final Permitting Plan Developed | 2022 |
| Construction Begins | 2025 |
| Revenue Service to West Seattle | 2030 |
| Revenue Service to Ballard | 2035 |

EXHIBIT E

OVERALL APPROACH TO PROJECT DEVELOPMENT AND DELIVERY

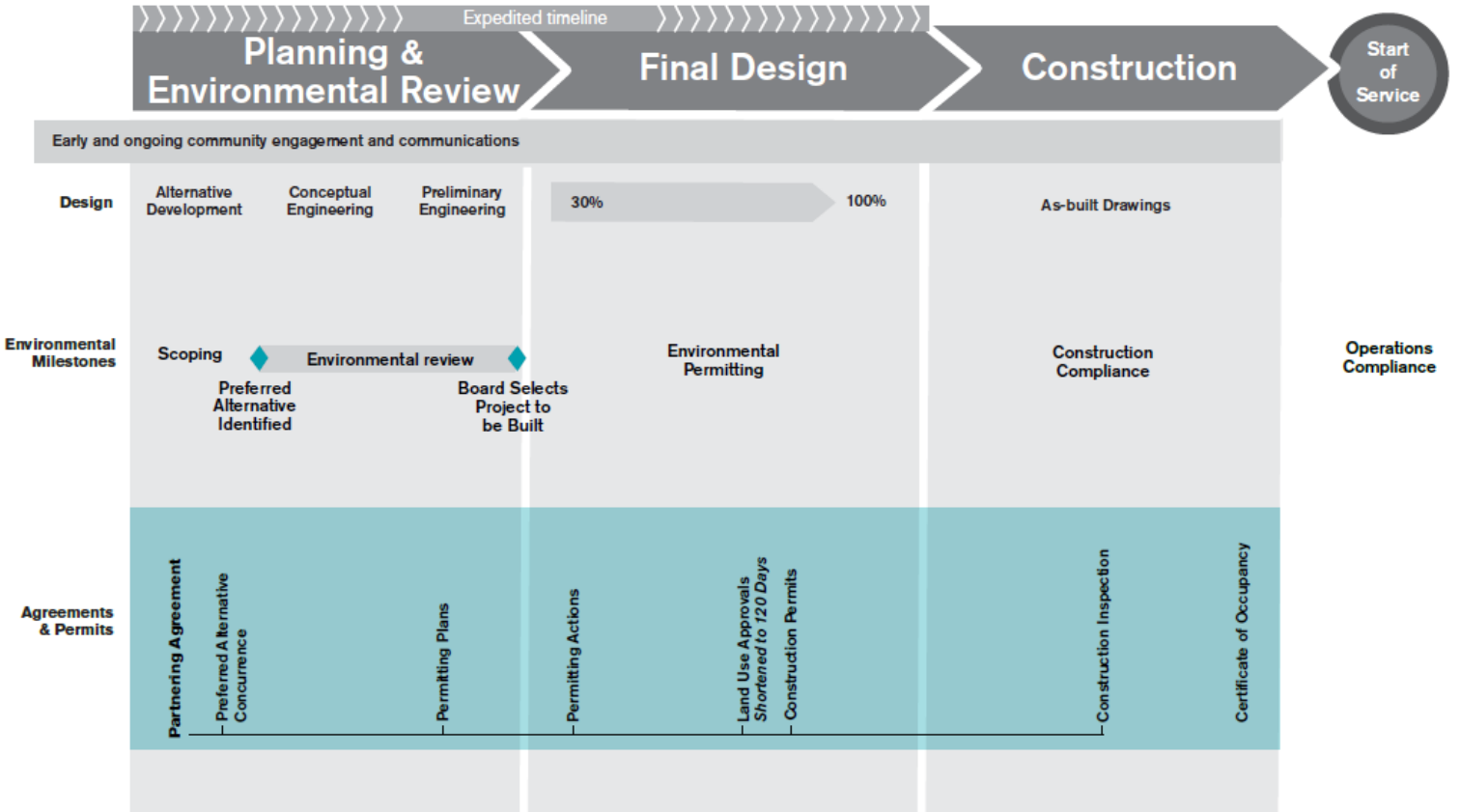


EXHIBIT F

ST3 PLAN REPRESENTATIVE PROJECT TEMPLATES

- West Seattle to Downtown Seattle Light Rail
- Ballard to Downtown Seattle Light Rail
- Downtown Seattle Light Rail Tunnel

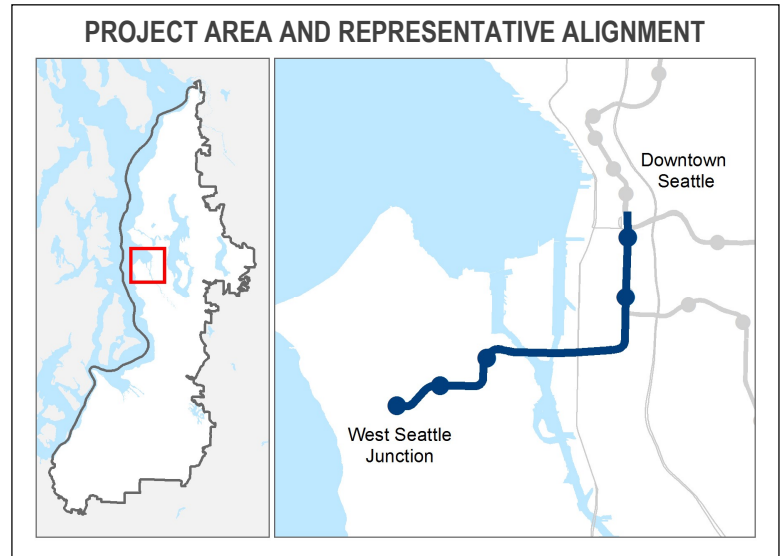
West Seattle to Downtown Seattle Light Rail

| | |
|---------------------------|--------------|
| Subarea | North King |
| Primary Mode | Light Rail |
| Facility Type | Corridor |
| Length | 4.7 miles |
| Date Last Modified | July 1, 2016 |

SHORT PROJECT DESCRIPTION

This project would provide a light rail connection from Downtown Seattle to the vicinity of West Seattle’s Alaska Junction neighborhood including an alignment primarily on elevated light rail, a new rail-only fixed span crossing of the Duwamish River, and five stations.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.



| KEY ATTRIBUTES | |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REGIONAL LIGHT RAIL SPINE <i>Does this project help complete the light rail spine?</i> | No |
| CAPITAL COST <i>Cost in Millions of 2014 \$</i> | \$1,431 — \$1,531 |
| RIDERSHIP <i>2040 daily project riders</i> | 32,000 — 37,000 |
| PROJECT ELEMENTS | <ul style="list-style-type: none"> • Approximately 4.7 miles of light rail in combination of elevated and at-grade alignment • One at-grade station: Stadium • Four elevated stations: SODO, Delridge, Avalon, Alaska Junction • Stations are approximately 400 feet long to accommodate 4-car trains • High-level rail-only fixed span crossing of the Duwamish River • Access to Forest Street Operations and Maintenance Facility (OMF) • Peak headways: 6 minutes • 1 percent for art per Sound Transit policy • Non-motorized access facilities (bicycle/pedestrian), bus/rail integration facilities, transit-oriented development (TOD)/planning due diligence, and sustainability measures (see separate document titled “Common Project Elements”) |
| NOT INCLUDED | <ul style="list-style-type: none"> • Parking not included • Light rail vehicles not included • Operations and maintenance facility not included • See separate documents titled “Common Project Elements,” “Light Rail Operations and Maintenance Facilities,” and “Light Rail Vehicles” |
| ISSUES & RISKS | <ul style="list-style-type: none"> • Construction would have some effect on Central Link operations during off-peak conditions • Project crosses Duwamish River in highly constrained and utilized corridor near Terminal 18 with potential soil contamination; assumed fixed span crossing requires over-water clearance of approximately 150 feet • Topography in West Seattle presents design challenges • Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents |

West Seattle to Downtown Seattle Light Rail

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This representative light rail project would connect West Seattle to downtown Seattle via Alaska Street, Fauntleroy Way, Genesee Street, Delridge Avenue, Spokane Street, and the SODO Busway. The alignment would include five stations – one at-grade, and four elevated. The alignment would include new connection to existing Downtown Seattle Transit Tunnel south of International District/Chinatown Station, a new rail-only high-rise bridge structure over the Duwamish Waterway (with a vertical clearance of approximately 150 feet above the waterway), elevated alignment over SR99 and S. Spokane Street Viaduct, and an elevated alignment in West Seattle.

Assumptions:

- Generally within existing street right-of-way
- No additional parking assumed
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Alaska Junction, Avalon, Delridge, and SODO stations are categorized as Urban stations and the Stadium station is categorized as an Urban/CBD station
- Bus/rail integration facilities have been assumed at the Delridge and Alaska Junction stations
- Connection to Forest Street OMF is via aerial yard lead

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Potential property acquisitions anticipated at stations and intersections where protected turns are to be maintained
- The alignment would require property acquisition for the Forest Street yard lead, and traction power substations
- Sound Transit would work with partner agencies to utilize E-3 Busway right-of-way for light rail construction and operations
- Property acquisition for bus/rail integration facilities (Delridge and Alaska Junction Stations)

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- USCG Bridge Permit
- US Army Corps of Engineers Section 10
- FAA/Air Navigation Review
- All required local, state, and federal environmental permits
- NEPA/SEPA and related regulations

Project Dependencies:

The operations plan assumes that trains from West Seattle would continue north through the Downtown Seattle Transit Tunnel to Northgate and beyond. Purchase of additional light rail vehicles is required to operate service on this corridor. Construction of new operations and maintenance base capacity is required to accommodate the fleet required for this corridor.

West Seattle to Downtown Seattle Light Rail

Potential Project Partners:

- City of Seattle
- Port of Seattle
- Transit partner serving this project: King County Metro
- King County
- Coast Guard
- U.S. Army Corps of Engineers
- FTA
- WSDOT

West Seattle to Downtown Seattle Light Rail

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

| ITEM | COST | COST WITH RESERVE |
|------------------------------------------------|-------------------|-------------------|
| Agency Administration | \$76.05 | \$81.38 |
| Preliminary Engineering & Environmental Review | \$44.10 | \$47.18 |
| Final Design & Specifications | \$87.22 | \$93.32 |
| Property Acquisition & Permits | \$150.53 | \$161.06 |
| Construction | \$889.60 | \$951.87 |
| Construction Management | \$78.49 | \$83.99 |
| Third Parties | \$17.64 | \$18.88 |
| Vehicles | \$0.00 | \$0.00 |
| Contingency | \$87.22 | \$93.32 |
| Total | \$1,430.85 | \$1,531.01 |

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

| ITEM | COST | COST WITH RESERVE |
|-------------------------------------------|---------|-------------------|
| TOD planning and due diligence | \$0.69 | \$0.74 |
| Sustainability | \$14.23 | \$15.22 |
| Parking access | N/A | N/A |
| Non-motorized (bicycle/pedestrian) access | \$23.07 | \$24.68 |
| Bus/rail integration facilities | \$5.50 | \$5.89 |

West Seattle to Downtown Seattle Light Rail

Evaluation Measures:

| MEASURE | MEASUREMENT/RATING | NOTES |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|  <p>Regional Light Rail Spine <i>Does project help complete regional light rail spine?</i></p> | No | |
|  <p>Ridership <i>2040 daily project riders</i></p> | 32,000 — 37,000 | |
|  <p>Capital Cost <i>Cost in Millions of 2014 \$</i></p> | \$1,431 — \$1,531 | |
|  <p>Annual O&M Cost <i>Cost in Millions of 2014 \$</i></p> | \$15 | |
|  <p>Travel Time <i>In-vehicle travel time along the project (segment)</i></p> | 12 min | |
|  <p>Reliability <i>Quantitative/qualitative assessment of alignment/route in exclusive right-of-way</i></p> | High | 100% in exclusive right-of-way |
|  <p>System Integration <i>Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities</i></p> | Medium-High | Low to medium number of existing daily transit connections and opportunities for integration with realigned bus service |
|  <p>Ease of Non-motorized Access <i>Qualitative assessment of issues and effects related to non-motorized modes</i></p> | Medium-Low | Low to medium intersection density providing non-motorized access with open space, large parcels as barriers |
| | <p>Percent of Non-motorized Mode of Access <i>Percent of daily boardings</i></p> | 70-80% |
|  <p>Connections to PSRC-designated Regional Centers <i>Number of PSRC-designated regional growth and manufacturing/industrial centers served</i></p> | 2 centers | Seattle CBD, Duwamish MIC |
|  <p>Land Use and Development/TOD Potential <i>Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations</i></p> <p><i>Qualitative assessment of real estate market support for development within 1 mile of potential corridor</i></p> <p><i>Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas</i></p> | Medium-Low | Moderate support in local and regional plans; approx. 15% land is compatibly zoned |
| | Medium | Moderate market support |
| | <p>Pop/acre: 2014: 6; 2040: 9 Emp/acre: 2014: 15; 2040: 17 Pop+Emp/acre: 2014: 21; 2040: 25</p> | |
|  <p>Socioeconomic Benefits <i>Existing minority / low-income populations within 0.5 mile of potential station areas</i></p> <p><i>2014 and 2040 population within 0.5 mile of potential station areas</i></p> <p><i>2014 and 2040 employment within 0.5 mile of potential station areas</i></p> | 28% Minority; 12% Low-Income | |
| | Pop: 2014: 13,400; 2040: 18,300 | |
| | Emp: 2014: 31,500; 2040: 35,200 | |

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

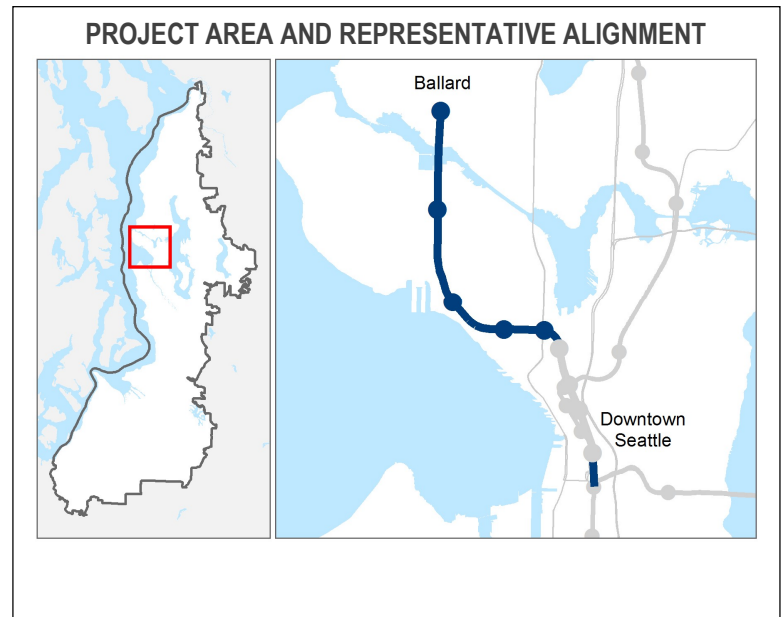
Ballard to Downtown Seattle Light Rail

| | |
|---------------------------|--------------|
| Subarea | North King |
| Primary Mode | Light Rail |
| Facility Type | Corridor |
| Length | 5.4 miles |
| Date Last Modified | July 1, 2016 |

SHORT PROJECT DESCRIPTION

This project would build light rail from Downtown Seattle to Ballard’s Market Street area. It would include elevated light rail on 15th Avenue NW and Elliott Avenue West and a rail-only movable bridge over Salmon Bay. It includes a tunnel through Uptown and South Lake Union. It would be constructed in conjunction with a new downtown Seattle light rail tunnel, which would extend from International District/Chinatown to Denny.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.



| KEY ATTRIBUTES | |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REGIONAL LIGHT RAIL SPINE <i>Does this project help complete the light rail spine?</i> | No |
| CAPITAL COST <i>Cost in Millions of 2014 \$</i> | \$2,383 — \$2,550 |
| RIDERSHIP <i>2040 daily project riders</i> | 47,000 — 57,000 |
| PROJECT ELEMENTS | <ul style="list-style-type: none"> • Approximately 5.4 miles of light rail in combination of elevated and tunnel • Three elevated stations: Ballard, Smith Cove, Interbay • Two tunnel stations: Seattle Center, South Lake Union • New rail-only movable bridge over Salmon Bay • Budget for operations and maintenance facility • Peak headways: 6 minutes • 1 percent for art per Sound Transit policy • Non-motorized access facilities (bicycle/pedestrian), transit-oriented development (TOD)/planning due diligence, bus/rail integration facilities, and sustainability measures (see separate document titled “Common Project Elements”) |
| NOT INCLUDED | <ul style="list-style-type: none"> • Parking not included • Vehicles not included • Operations & maintenance facility not included • See separate document titled “Common Project Elements,” “Light Rail Operations and Maintenance Facilities,” and “Light Rail Vehicles” • See separate document titled “Common Project Elements” |
| ISSUES & RISKS | <ul style="list-style-type: none"> • Risk and complexity associated with alignment through Fisherman’s Terminal/Salmon Bay and construction of a new movable bridge • Displacing vehicle travel lanes for the alignment • Risk and complexity associated with a tunnel through Uptown and South Lake Union |

Ballard to Downtown Seattle Light Rail

KEY ATTRIBUTES

ISSUES & RISKS

- Reliability issues related to movable bridge over Salmon Bay
- Construction would require some impacts to Link operations, which could potentially be limited so they occur during off-peak conditions
- Constructing a new rail-only movable bridge over Salmon Bay
- Maintenance of traffic during construction on arterials
- Potential limitations to left turns along portions of the alignment
- US Coast Guard approval is needed for Salmon Bay crossing
- An alignment running west of the Ballard Bridge could require acquiring property from the Fisherman's Terminal and impact buildings, docks, vessels, and equipment associated with maritime businesses
- The alignment would need to vertically clear certain intersections, including 15th Avenue NW/NW Leary Way, 15th Avenue W/W Emerson Street, and Elliott Avenue W/W Mercer Place
- Potential conflicts with existing utilities
- Tunnel construction in mature urban environment, including potential of encountering elevator shafts, electrical grounding rods, geothermal wells
- Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents

Ballard to Downtown Seattle Light Rail

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This project would build light rail from downtown Seattle to Ballard's Market Street area. The representative alignment for this light rail project would be elevated along 15th Avenue NW starting at Market Street, crossing Salmon Bay on a rail-only new bridge near the Ballard Bridge. South of Salmon Bay, the alignment would continue in an elevated profile along 15th Avenue NW through the Interbay corridor and Elliott Avenue W, and then transition to a tunnel alignment through the Uptown and South Lake Union neighborhoods. This project would be constructed in conjunction with the Downtown Seattle Light Rail Tunnel project, which would continue the tunnel alignment through downtown to International District/Chinatown. This project also constructs the connection of the Downtown Seattle Light Rail Tunnel to the existing Central Link tracks at S Massachusetts Street. This project includes five stations –three elevated and two underground.

Assumptions:

- Alignment generally along existing arterials
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Ballard, Seattle Center and South Lake Union stations are categorized as Urban stations; the Interbay and Ballard stations are categorized as Urban stations with a Major Bicycle Intercept
- For bus/rail integration, facilities have been assumed at the Ballard and Smith Cove stations

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Generally located within existing city-owned street right-of-way
- The alignment would require displacing vehicle turn lanes in some locations, and would not expand ROW except at some intersections and stations
- Potential property acquisitions anticipated at stations and some intersections where protected turns are to be maintained
- Potential easements anticipated for tunnel alignments under privately-owned properties
- The alignment would require property acquisition for traction power substations

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- USCG Bridge Permit
- US Army Corps of Engineers Section 10
- FAA/Air Navigation Review
- All required local, state, and federal environmental permits; NEPA/SEPA and related regulations

Ballard to Downtown Seattle Light Rail

Project Dependencies:

This project would be constructed in conjunction with a new tunnel through downtown Seattle, extending from South Lake Union to the International District/Chinatown. This project also requires the connection of the existing Central Link line currently running through the Downtown Seattle Transit Tunnel to a line extension to West Seattle. The operations plan assumes that trains from Ballard would connect to the existing Central Link line at S Massachusetts Street and continue south to Rainier Valley and beyond. Purchase of additional light rail vehicles is required to operate service on this corridor. Construction of new operations and maintenance base capacity is required to accommodate the fleet required for this corridor.

Potential Project Partners:

- City of Seattle
- King County
- U.S. Army Corps of Engineers
- Transit partner serving this project: King County Metro
- U.S. Coast Guard
- FTA
- Port of Seattle

Ballard to Downtown Seattle Light Rail

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

| ITEM | COST | COST WITH RESERVE |
|------------------------------------------------|-------------------|-------------------|
| Agency Administration | \$126.70 | \$135.56 |
| Preliminary Engineering & Environmental Review | \$72.69 | \$77.78 |
| Final Design & Specifications | \$144.79 | \$154.93 |
| Property Acquisition & Permits | \$257.94 | \$275.99 |
| Construction | \$1,476.89 | \$1,580.28 |
| Construction Management | \$130.31 | \$139.44 |
| Third Parties | \$28.96 | \$30.99 |
| Vehicles | \$0.00 | \$0.00 |
| Contingency | \$144.79 | \$154.93 |
| Total | \$2,383.08 | \$2,549.89 |

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

| ITEM | COST | COST WITH RESERVE |
|-------------------------------------------|---------|-------------------|
| TOD planning and due diligence | \$0.30 | \$0.32 |
| Sustainability | \$9.20 | \$9.84 |
| Parking access | N/A | N/A |
| Non-motorized (bicycle/pedestrian) access | \$24.17 | \$25.86 |
| Bus/rail integration facilities | \$5.50 | \$5.89 |

Ballard to Downtown Seattle Light Rail

Evaluation Measures:

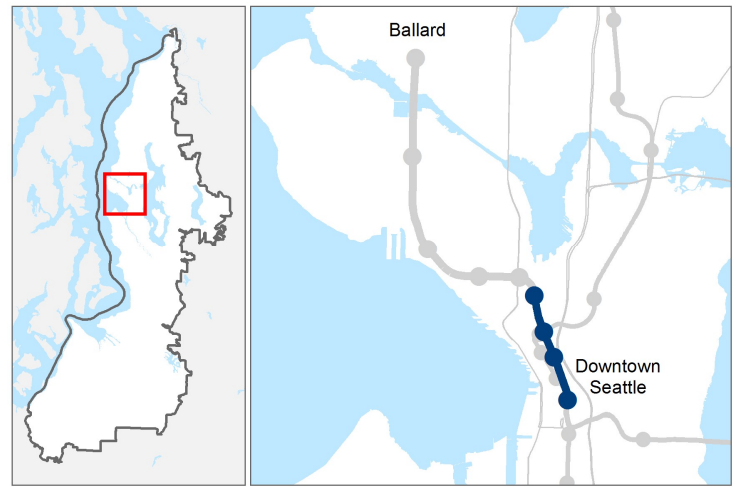
| MEASURE | MEASUREMENT/RATING | NOTES |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Regional Light Rail Spine <i>Does project help complete regional light rail spine?</i></p> | No | |
|  <p>Ridership <i>2040 daily project riders</i></p> | 47,000 — 57,000 | |
|  <p>Capital Cost <i>Cost in Millions of 2014 \$</i></p> | \$2,383 — \$2,550 | |
|  <p>Annual O&M Cost <i>Cost in Millions of 2014 \$</i></p> | \$18 | |
|  <p>Travel Time <i>In-vehicle travel time along the project (segment)</i></p> | 11 min | |
|  <p>Reliability <i>Quantitative/qualitative assessment of alignment/route in exclusive right-of-way</i></p> | Medium-High | 100% in exclusive right-of-way; reliability could be affected by movable bridge over Salmon Bay |
|  <p>System Integration <i>Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities</i></p> | Medium-High | Medium-low to medium-high number of existing transit connections and strong opportunities for integration with realigned bus service |
|  <p>Ease of Non-motorized Access <i>Qualitative assessment of issues and effects related to non-motorized modes</i></p> | Medium | Low to medium intersection densities providing non-motorized access, with rail lines and steep hillsides as barriers |
| | <p>Percent of Non-motorized Mode of Access <i>Percent of daily boardings</i></p> | 70-80% |
|  <p>Connections to PSRC-designated Regional Centers <i>Number of PSRC-designated regional growth and manufacturing/industrial centers served</i></p> | 3 centers | Ballard-Interbay MIC, Uptown, South Lake Union |
|  <p>Land Use and Development/TOD Potential <i>Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations</i></p> | Medium | Moderate support in local and regional plans; approx. 30% land is compatibly zoned |
| | <p><i>Qualitative assessment of real estate market support for development within 1 mile of potential corridor</i></p> <p><i>Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas</i></p> | Medium-High |
|  <p>Socioeconomic Benefits <i>Existing minority / low-income populations within 0.5 mile of potential station areas</i></p> <p><i>2014 and 2040 population within 0.5 mile of potential station areas</i></p> <p><i>2014 and 2040 employment within 0.5 mile of potential station areas</i></p> | <p>24% Minority; 11% Low-Income</p> <p>Pop: 2014: 40,700; 2040: 69,700</p> <p>Emp: 2014: 62,100; 2040: 97,800</p> | |

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

Downtown Seattle Light Rail Tunnel

| | |
|---------------------------|--------------|
| Subarea | North King |
| Primary Mode | Light Rail |
| Facility Type | Corridor |
| Length | 1.7 miles |
| Date Last Modified | July 1, 2016 |

PROJECT AREA AND REPRESENTATIVE ALIGNMENT



SHORT PROJECT DESCRIPTION

This project would build a new light rail tunnel through Downtown Seattle between the International District and South Lake Union. It would be constructed as part of the Ballard to Downtown Seattle light rail project, which includes a tunnel through Uptown and South Lake Union.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.

KEY ATTRIBUTES

| | |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REGIONAL LIGHT RAIL SPINE <i>Does this project help complete the light rail spine?</i> | No |
| CAPITAL COST <i>Cost in Millions of 2014 \$</i> | \$1,638 — \$1,752 |
| RIDERSHIP <i>2040 daily project riders</i> | 110,000 — 136,000 |
| PROJECT ELEMENTS | <ul style="list-style-type: none"> • Approximately 1.7 miles of light rail in tunnel • Four tunnel stations: Denny, Westlake, Midtown, International District/Chinatown • Peak headways: 6 minutes • 1 percent for art per Sound Transit policy • Non-motorized access facilities (bicycle/pedestrian), transit-oriented development (TOD)/planning due diligence, bus/rail integration facilities, and sustainability measures (see separate document titled “Common Project Elements”) |
| NOT INCLUDED | <ul style="list-style-type: none"> • Parking not included • Vehicles not included • Operations & maintenance facility not included • See separate document titled “Common Project Elements,” “Light Rail Operations and Maintenance Facilities,” and “Light Rail Vehicles” |
| ISSUES & RISKS | <ul style="list-style-type: none"> • Risk and complexity associated with a tunnel through Downtown Seattle • Construction would require some impacts to Link operations, which could potentially be limited so they occur during off-peak conditions • Potential conflicts with existing utilities • Tunnel construction in mature urban environment, including potential of encountering elevator shafts, electrical grounding rods, geothermal wells • Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents |

Downtown Seattle Light Rail Tunnel

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This project would build light rail from South Lake Union to the International District. The representative alignment for this light rail project would be underground along Westlake Avenue at Denny to 6th Ave then 5th Ave until the International District. This project would be constructed in conjunction with the Ballard to Downtown Seattle Light Rail project that connects the north end of this project alignment to Ballard and the south end to a connection with Central Link at S Massachusetts Street. This project contains four underground stations.

Assumptions:

- Alignment generally along existing arterials
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Denny, Westlake, Midtown, and International District/Chinatown stations are categorized as Urban/CBD stations

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Generally located within existing city-owned street right-of-way
- Potential property acquisitions anticipated at stations
- Potential easements anticipated for tunnel alignments under privately-owned properties

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- All required local, state, and federal environmental permits; NEPA/SEPA and related regulations

Project Dependencies:

This project requires the connection of the existing Central Link line currently running through the Downtown Seattle Transit Tunnel to a line extension to West Seattle. The operations plan assumes that trains from Ballard would connect to the existing Central Link line at S Massachusetts Street and continue south to Rainier Valley and beyond.

Potential Project Partners:

- City of Seattle
- King County
- Transit partner serving this project: King County Metro
- FTA

Downtown Seattle Light Rail Tunnel

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

| ITEM | COST | COST WITH RESERVE |
|------------------------------------------------|-------------------|-------------------|
| Agency Administration | \$86.50 | \$92.56 |
| Preliminary Engineering & Environmental Review | \$55.11 | \$58.97 |
| Final Design & Specifications | \$109.39 | \$117.05 |
| Property Acquisition & Permits | \$40.90 | \$43.77 |
| Construction | \$1,115.77 | \$1,193.88 |
| Construction Management | \$98.45 | \$105.34 |
| Third Parties | \$22.08 | \$23.62 |
| Vehicles | \$0.00 | \$0.00 |
| Contingency | \$109.39 | \$117.05 |
| Total | \$1,637.60 | \$1,752.23 |












Design Basis:

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

| ITEM | COST | COST WITH RESERVE |
|-------------------------------------------|---------|-------------------|
| TOD planning and due diligence | \$0.62 | \$0.66 |
| Sustainability | N/A | N/A |
| Parking access | N/A | N/A |
| Non-motorized (bicycle/pedestrian) access | \$21.97 | \$23.51 |
| Bus/rail integration facilities | N/A | N/A |

Downtown Seattle Light Rail Tunnel

Evaluation Measures:

| MEASURE | MEASUREMENT/RATING | NOTES | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
|  Regional Light Rail Spine <i>Does project help complete regional light rail spine?</i> | No | | |
|  Ridership <i>2040 daily project riders</i> | 110,000 — 136,000 | Some of the riders shown will also use other corridors | |
|  Capital Cost <i>Cost in Millions of 2014 \$</i> | \$1,638 — \$1,752 | | |
|  Annual O&M Cost <i>Cost in Millions of 2014 \$</i> | \$19 | | |
|  Travel Time <i>In-vehicle travel time along the project (segment)</i> | 6 min | | |
|  Reliability <i>Quantitative/qualitative assessment of alignment/route in exclusive right-of-way</i> | High | 100% in exclusive right-of-way | |
|  System Integration <i>Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities</i> | High | Medium-high to High number of existing transit connections and strong opportunities for integration with realigned bus service | |
|  | Ease of Non-motorized Access <i>Qualitative assessment of issues and effects related to non-motorized modes</i> | High | High intersection density with limited barriers to non-motorized access |
| | Percent of Non-motorized Mode of Access <i>Percent of daily boardings</i> | 75-85% | |
|  Connections to PSRC-designated Regional Centers <i>Number of PSRC-designated regional growth and manufacturing/industrial centers served</i> | 2 centers | South Lake Union, Seattle CBD | |
|  | Land Use and Development/TOD Potential <i>Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations</i> | High | Strong support in local and regional plans; approx. 50% land is compatibly zoned |
| | <i>Qualitative assessment of real estate market support for development within 1 mile of potential corridor</i> <i>Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas</i> | High Pop/acre: 2014: 28; 2040: 78 Emp/acre: 2014: 132; 2040: 207 Pop+Emp/acre: 2014: 161; 2040: 285 | Very strong market support |
|  Socioeconomic Benefits <i>Existing minority / low-income populations within 0.5 mile of potential station areas</i> <i>2014 and 2040 population within 0.5 mile of potential station areas</i> <i>2014 and 2040 employment within 0.5 mile of potential station areas</i> | 41% Minority; 24% Low-Income Pop: 2014: 40,000; 2040: 110,600 Emp: 2014: 188,700; 2040: 295,100 | | |

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

EXHIBIT G

SOUND TRANSIT RESPONSE TO SEATTLE CITY COUNCIL LETTER OF APRIL 25, 2016

Attachment to Sound Transit Response to Seattle City Council letter of April 25, 2016

The City Council is interested in accelerating times for delivery of Ballard and West Seattle light rail lines as well as other ideas to streamline project delivery and reduce costs. Below are changes to City code and options on how the City could streamline permitting and collaborate on project delivery to reduce costs:

Seattle City Code Changes

Amending the City's code would streamline the delivery of high capacity transit investments within the City of Seattle. Here are recommendations on code amendments:

1. *Use the EIS as is for substantive and procedural SEPA compliance to support all City permits without requiring additional environmental review.*
2. *Use the mitigation commitments described in the FEIS and/or ROD during permitting for mitigating potential environmental impacts of a project, rather than using the City's substantive SEPA authority to impose additional mitigation measures.*
3. *Allow Sound Transit (ST) facilities as permitted uses outright, and remove the City's alignment approval step and rely upon the Sound Transit Board's alignment decision.*
4. *Allow permits to be issued based on the work described in the master use permit application without requiring ST to confirm it has sufficient funding to complete the work described in the master use permit application.*
5. *Establish a "Fast track" permit process for approval of Master Use Permit's, including shoreline MUPs, within 3 months of complete application submittal and specific agreed upon timeframes for approval of all other permit applications.*
6. *Eliminate the Light Rail Review Panel (LRRP) and exempt light rail stations from design review during the permit process and instead rely on the design and milestone review processes outlined in #8 of the section below (proposed Administrative Actions).*
7. *Forego MUPs or building permits for facilities within WSDOT right-of-way.*
- 8.
9. *Issue a major public project construction noise variances for night time construction activities as a matter of right based on a demonstration by ST that it is taking reasonable measures to limit the duration and volume of the noise.*
10. *Eliminate administrative appeals to the Hearing Examiner for MUP's, temporary use permits and construction noise variances issued to ST, so that appeals would be brought in superior court instead.*
11. *Waive permit fees and enter into agreements to provide dedicated staff to include permit and inspection fees in an agreed upon lump sum.*

Administrative Actions to streamline permitting and collaborate on project delivery

The following administrative actions will expedite project delivery and save costs by streamlining the permitting processes and collaborating with Sound Transit (ST) in a variety of ways:

During environmental review:

1. *Execute a term sheet at project initiation, memorializing the basis of understanding between ST and the City on the environmental review process and other subjects as appropriate.*
2. *Concur on the Preferred Alternative and a narrow range of reasonable alternatives after EIS scoping and do not expand the review with new alternatives or stations after this alternative concurrence point.*
3. *Concur on EIS scope, analysis assumptions and methodologies after EIS scoping and proceed without further revisions during EIS process.*
4. *Agree to and adhere to a schedule for the City to provide technical information and feedback necessary for preparation and completion of the EIS.*
5. *Forego review of preliminary versions of the draft and final EIS (ST will coordinate with the City to resolve issues and obtain input as necessary during environmental review).*

During project development and design:

6. *Provide early coordination and resources to partner with ST on project development before project enters final design.*
7. *Require City departments to design street improvements for the immediate station area early in project development and design.*
8. *Commit City departments and resources to participate in ST's milestone review process, and require departments to contribute during the ST's design process via "over the shoulder" reviews and design milestones.*
9. *Coordinate as early as possible any future City street plans and design with ST alignment, station, and/or guideway design, and absorb cost impacts on ST facilities attributed to those design adjustments.*
10. *Prioritize use of City right-of-way to minimize private property takes.*
11. *Take on ownership and financing of utility relocations within City right-of-way.*

During construction:

12. *Authorize ST to self-certify, self-evaluate, and label electrical installations to be compliant American Railway Engineering and Maintenance of Way Association (AREMA) standards.*
13. *Eliminate construction services fees that pay for the coordination of City staff.*
14. *Eliminate or pay for City infrastructure enhancement/betterment requests including SPU stormwater capacity or line improvements, SCL power grid or powerline capacity upgrades/improvements, SDOT roadway pavement, walkway or bike facility upgrades, and pay for the incremental maintenance of enhanced/betterment infrastructure.*
15. *Manage and implement all station access improvement projects outside ST's station construction area work zones.*
16. *Establish through agreement that the Seattle Fire Department will provide and fund tunnel rescue services for future ST underground construction projects.*
17. *Assign single point of accountability/team lead for each project to ensure streamlined communications and accountability*