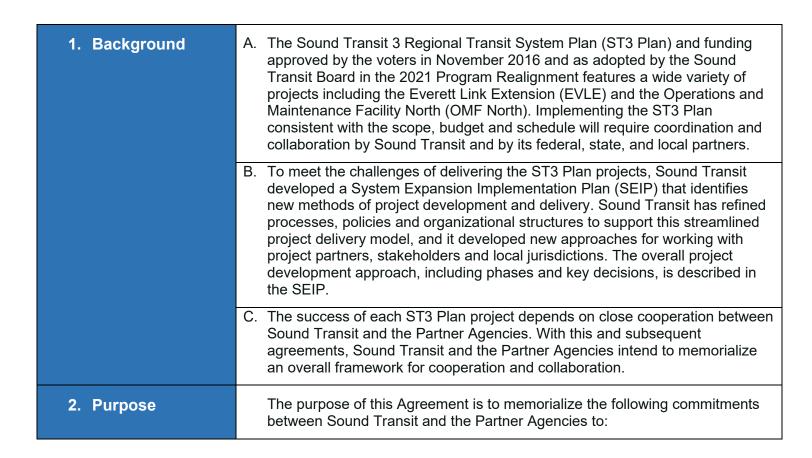
## EVERETT LINK EXTENSION PROJECT MULTI-JURISDICTIONAL PARTNERING AGREEMENT

GA 0176-20

Project Name	Everett Link Extension / Operations & Maintenance Facility North	
Project Lead	Central Puget Sound Regional Transit Authority ("Sound Transit")	
Partner Agencies	City of Everett, City of Lynnwood, Community Transit, Snohomish County	
	THIS PARTNERING AGREEMENT ("Agreement") is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under 81.112 RCW ("Sound Transit"), and City of Everett, a Washington municipal corporation, City of Lynnwood, a Washington municipal corporation, Community Transit, a Snohomish County Public Transportation Benefit, and Snohomish County, a political subdivision of the State of Washington, individually referred to as a "Partner Agency" or, collectively, as "Partner Agencies".	



Identify clear roles and responsibilities, establish a cooperative and communicative platform for reaching early and durable decisions, and resolve disputes promptly. Provide clarity as to Project scope, schedule and budget, and identify efficiencies and opportunities for joint work, coordination with agency projects, enhancements or agency-led improvements. Establish specific points in the Project development process for Partner Agency concurrence. Participate in the environmental review process with the understanding that the Partner Agencies will ultimately use and rely on Sound Transit's environmental documents to satisfy their own State Environmental Policy Act (SEPA) responsibilities through all stages of the Project. Provide a process for streamlined permit review and processing, including applicable land-use decisions within time periods agreed upon as provided in this Agreement and/or the Permitting Plan (described below). Identify and develop other measures so that the Project development process is transparent and runs smoothly and without surprises to either Sound Transit or Partner Agencies. Collaborate at all levels to facilitate concurrent decision-making by Partner Agency decision-makers and ultimately the Sound Transit Board of Directors. For the purpose of this Agreement, the term "Project" includes all the 3. Project representative project facilities described in the templates attached as description Exhibit A and the ST3 Plan. The representative projects for EVLE and OMF North were developed to establish the overall Project scope, cost estimate and ridership forecast. These representative projects are used to establish the transit mode, corridor, number of stations and general station locations during the Project's environmental review phase as well as during development of the detailed budgets and schedules. B. Project development will start with the ST3 representative project to investigate what other reasonable alternatives should be evaluated. C. Sound Transit and the Partner Agencies will build on work already completed and publicly vetted, including but not limited to the ST3 Plan, the Updated Regional Transit Long-Range Plan, and the High-Capacity Transit Corridor Study — Lynnwood to Everett, as well as Snohomish County's Light Rail Communities project and the Metro Everett plan D. Sound Transit and the Partner Agencies acknowledge that suggestions to study additional alternatives are likely to emerge during the alternative development phase. Sound Transit and the Partner Agencies will collaborate on the evaluation of a reasonable number of alternatives that could meet Project objectives, purpose and need to be established for the Project as part of the environmental review process. The objective is to identify options early in the alternatives development phase to support the goal of reaching consensus on a durable preferred alternative, while acknowledging that the Sound Transit Board is the decision maker on the alternative(s) to move forward into Phase 2. It is in the mutual interests of Sound Transit and the Partner Agencies, as 4. Schedule well as other stakeholders and the public, to deliver a safe, high-quality

transit expansion project on-schedule and within budget.

B. Sound Transit and the Partner Agencies acknowledge the importance of meeting the Project schedule milestones to deliver Link service on time. Accordingly. Sound Transit and the Partner Agencies will work in good faith toward target dates identified in schedule updates provided by Sound Transit. C. Sound Transit and the Partner Agencies commit to a high level of equitable internal and external engagement through Project development and delivery. 5. Budget The Sound Transit Financial Plan provides funding for the Project, including funds for Project development and environmental review, partner agency review (as outlined in section 23), Sound Transit staff time, design and engineering, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies. The Sound Transit Board adopts an annual budget and will make incremental decisions to allocate funds to the Project over time. Sound Transit and the Partner Agencies agree to work together to facilitate completion of the Project within the available budget as adopted by the Sound Transit Board. 6. Equity and Sound Transit's strategic priorities are built upon a commitment to equity and fairness, environmental stewardship, partnerships and the communities served. inclusion Sound Transit and Partner Agencies share common goals to promote social equity, build and support diverse communities and foster a culture of inclusion where diverse perspectives are welcome. The Project is an opportunity to promote and achieve progress toward those goals. Sound Transit's Racial Equity Tool is a guide for Sound Transit and Partner Agencies to collaboratively identify opportunities and implement strategies to achieve this goal, including eliminating barriers that limit engagement with underserved and underrepresented populations. To help promote collaboration and coordination early in Project 7. Advisory groups development, Sound Transit will convene and manage up to three advisory groups - an Elected Leadership Group (ELG), a Community Advisory Group (CAG), and an Interagency Group (IAG). These advisory groups provide elected officials, the public and jurisdictional staff with structured opportunities to learn, in detail, about the Project's risks and opportunities, share multiple interests and discuss constraints that affect the Project. This will allow issues to surface and be understood sooner, creative solutions to be developed and assessed, and trade-offs to be identified and decided upon. B. The roles and responsibilities of the groups are generally as follows: • The ELG would be composed of Sound Transit Board members and other local elected officials in the corridor. The CAG would be composed of transit riders, residents, business owners, representatives of community organizations and other members of the public. The CAG will be representative of the diverse communities we serve. The IAG will be composed of senior staff from the city, county, regional. state and federal agencies empowered with technical decision-making authority within their jurisdiction.

# 8. Analysis and recommendation to Sound Transit Board

- A. Sound Transit and the Partner Agencies agree to work cooperatively and in good faith and to utilize the various working groups that are assembled to foster collaborative analysis, especially early in Project development.
- B. The IAG, the ELG and the CAG, along with their respective charters, will guide Sound Transit and the Partner Agencies through their processes. Sound Transit and the Partner Agencies agree to use their best efforts to honor those guidelines to prevent and resolve potential sources of conflict at the lowest level possible. Sound Transit and the Partner Agencies agree that cooperation and communication are essential to resolving issues efficiently.
- C. The IAG and CAG will both adopt charters for their respective groups that outline how each group will work with the ELG to help them make informed decisions throughout alternatives development. The ELG will make a recommendation to the Sound Transit Board on the range of alternatives and a preliminary preferred alternative for environmental study. Following input from these groups, as well as the general public, the Sound Transit Board has the sole authority to identify a range of alternatives and a preliminary preferred alternative for environmental study and subsequently select the Project to be built after conclusion of the environmental review phase.
- D. Exhibit B is a high-level chart demonstrating the relationship between the IAG, CAG, ELG and Sound Transit Board.

# 9. Transit-oriented development, nonmotorized access, transit integration and sustainability

- A. Sound Transit and the Partner Agencies agree that station location and design decisions should be informed by a balanced commitment to facilitating passenger access from all modes (especially connecting to local transit, pedestrian, bicycle, carpools and rideshare services) and encourage sustainable and transformative growth through transit-oriented development (TOD),affordable housing and community development.
- B. Sound Transit and the Partner Agencies share an interest in improving passenger access to the system and improving the functioning of the transportation system as a whole in and around the corridor. Sound Transit and the Partner Agencies will cooperate to identify opportunities to maximize and leverage transit access investments.
- C. Sound Transit and the Partner Agencies will work together to identify and evaluate opportunities for TOD in station areas. Sound Transit and the Partner Agencies further agree to consider strategies for advancing equitable development outcomes in their planning activities, including, but not limited to, opportunities for potential development of affordable housing.
- D. Sound Transit and the Partner Agencies will work together to identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED, Built Green and ENVISION.

## 10. Coordination on planned projects

- A. Sound Transit and the Partner Agencies will share information on existing conditions and planned projects within the Project area with the intent to:
  - Identify opportunities for coordination.
  - Resolve conflicts as early as possible during Project development.
  - Reduce risks to Project development and delivery.

	B. Sound Transit and the Partner Agencies will coordinate content and sequencing of their planning activities with regard to station areas, land use and access.
	C. Partner Agencies agree to include Sound Transit as a primary stakeholder in those processes that amend policies and regulations that are relevant to the EVLE Project design and delivery, including updating or revising sections of their Comprehensive Plans, Master Plans, and Development regulations
11.Model Code Partnership	Through the Model Code Partnership project, which will be partially funded through a TOD Pilot Program grant from the Federal Transit Administration, Sound Transit and the Partner Agencies will review development regulations and processes that will apply to the Project and surrounding areas. They will identify best practices and consider revisions to policies, regulations and processes to streamline the permit review process and promote consistency across jurisdictions. Sound Transit and the Partner Agencies will strive to identify the proposed changes to agency code that require action from decision-makers. ST and Partners will strive to provide sufficient lead time to implement necessary revisions or process improvements before permitting begins.
12.Equitable community engagement and communications plan	Sound Transit will lead, in collaboration with Partner Agencies, development of the equitable Community Engagement and Communications Plan (CECP). ST will consider Partner Agencies stakeholders for the planning and development of the CECP. The CECP will include an approach to outreach that is inclusive, provides meaningful opportunities for engagement during Project planning and design, and to the extent possible is coordinated with related Partner Agency outreach and engagement efforts. The CECP will require that external communications are delivered in a manner that is culturally and linguistically appropriate to the communities impacted by future construction and other disruptions, as well as the longer-term benefits, resulting from the Project.
13. Public communication	Sound Transit and the Partner Agencies intend to collaborate 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 to include official public notices for NEPA/SEPA and permits. Coordination may include identifying opportunities for joint public statements.
14. Agreements framework	A. The agreements framework included as Exhibit C provides a graphical representation of the agreements or documents anticipated to be developed and executed by Sound Transit and each Partner Agency appropriate for each Partner Agency. This Agreement is the first of multiple agreements and concurrence actions that will memorialize shared understandings between Sound Transit and the Partner Agencies over the life of the Project. Sound Transit and the Partner Agencies anticipate entering into future agreements as the Project advances through subsequent design and delivery phases. Potential future agreements will be developed as mutually determined by Sound Transit and each Partner Agency to address each Partner Agency's particular items.
	B. After the execution of this Agreement, Sound Transit and the Partner Agencies intend to develop individual Project administration documents in advance of other agreements, such as Project concurrences and permitting plans. The project administration agreement will include provisions for

	reimbursement as appropriate and as described in section 24 of this agreement.	
15. Decision-making	Sound Transit and the Partner Agencies agree to be transparent in their respective decision-making processes and agree to, whenever possible, avoid postponing difficult decisions until a critical deadline. Sound Transit and the Partner Agencies will discuss upcoming decisions that may affect Project scope, schedule or budget, and will strive to reach concurrence before decisions are made. Sound Transit and the Partner Agencies will strive to respond to questions promptly and as agreed upon. Decisions will be documented by Sound Transit in a format useful to the Partner Agencies.	
16.Permitting plan	<ul> <li>A. Sound Transit will collaborate with the Partner Agencies and will develop a draft Permitting Plan, as appropriate for each Partner Agency, to support the preferred alternative before the completion of the environmental review phase. The draft Permitting Plan will describe the processes intended to: <ul> <li>Facilitate timely preparation, filing and processing of any required permits.</li> <li>Identify departments with permitting responsibilities.</li> <li>Address the overall strategy for completing all approvals for the Project, including land use, environmental and building/trade/ministerial permits.</li> </ul> </li> </ul>	
	B. The Permitting Plan will also address the potential or selected delivery method(s) for Project construction and related implications for the permitting process as well as a strategy for closing out permits upon completion of construction, and the issuance of necessary certificates of occupancy.	
	C. Upon completion of the environmental review phase and selection of the Project to be built by the Sound Transit Board, Sound Transit will collaborate with the Partner Agencies to develop a final Permitting Plan. The final plan will guide the implementation of the processes within each Partner jurisdiction.	
	D. Implementation actions identified in the Permitting Plan may be formalized in formal agreements as mutually agreed by Sound Transit and the Partner Agencies.	
17.Permit decisions	Sound Transit and the Partner Agencies will develop timelines in the Permitting Plan to support the ST3 Plan goals of issuing land-use decisions within 120 days of acceptance of a complete application, as defined by the Partner Agency and approvals of construction permit decisions within earlier timeframes that includes a "time-clock" process to account for turn-around times for Sound Transit to address comments, clarifications or necessary revisions, as possible based on resource availability.	
	Sound Transit acknowledges that each Partner Agency may have differing levels of design approval and/or permitting authority and will work cooperatively with each Partner Agency to identify and comply with applicable requirements, codes and regulations.	
18.Environmental review	A. Sound Transit is the lead agency for compliance with the State Environmental Policy Act (SEPA). In coordination with the Partner Agencies and other agencies with jurisdiction, Sound Transit will complete the substantive and procedural environmental review for the Project in accordance with SEPA. The Partner Agencies, including all of their	

departments and divisions, will participate actively in the environmental review process to ensure that the scope of review, reasonable alternatives, environmental impacts and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for Sound Transit and the Partner Agencies to work together to ensure there are no surprises later in the Project permitting process regarding environmental impacts or mitigation measures.

B. The Federal Transit Administration is the lead agency for compliance with the National Environmental Policy Act (NEPA). The Partner Agencies commit to participate in the environmental review process as a Cooperating Agency under NEPA and as a Consulted Agency under SEPA. The Partner Agencies will contribute to the scope and analysis of environmental review for the Project. The environmental review will cover the Partner Agencies' issuance of all permits and approvals for the Project as well as agreed upon environmental mitigation for Project impacts. The Partner Agencies will use and rely on the Project's environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

## 19. Planning and managing construction

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 following identification of a preferred alternative. Sound Transit will evaluate alternative delivery methods against Project goals and Partner Agencies may be asked to provide input on delivery method options. Multiple project delivery methods may be deployed depending on construction sequencing needs and differing Project facility requirements. Project delivery methods may include design-build, design-bid-build, general contractor/construction manager, public private partnerships, partner-led design or construction, or other methods.

## 20. Property acquisition

- A. The Partner Agencies acknowledge that Sound Transit will need to acquire the use of certain portions of public rights-of-way to build and operate the Project which will be acquired through a transit way agreement (as described below). Sound Transit will also acquire permanent and temporary property rights from public agencies, private and commercial owners consistent with applicable state and federal requirements and Sound Transit's adopted property acquisition policies. ST will provide reasonable notice to partner agencies before engaging with residents or businesses.
- B. Sound Transit will consider property acquisition needs, including those for construction staging and temporary construction activities, early in the Project development phase. Sound Transit will assess the risk of imminent property sales and development pressure in the corridor. High-risk parcels may be identified for further evaluation and potential suitability for early protective acquisition by Sound Transit.
- C. The Partner Agencies intend to work with Sound Transit to provide notification of pre-application requests and development applications on parcels along the preferred alternative route, once identified. Specifics of the notification process may be identified in subsequent agreements.

#### 21. Utility relocation

The Partner Agencies have (or will pursue) agreements and franchises with third-party utilities that describe processes and notice requirements associated with requests for relocation of such facilities for public projects. Sound Transit and the Partner Agencies will collaboratively develop procedures and schedules

	in the form of notifications and/or Letters of Concurrence for ensuring that notices and required plans and specifications are prepared and provided to third-party utility providers consistent with all applicable codes and regulations. Likewise, Sound Transit and the Partner Agencies will collaboratively develop similar procedures, schedules and Letters of Concurrence for the relocation of utilities owned by each Partner Agency, establish ROW/roadway criteria as needed, and other agency-determined criteria that are necessary for early property acquisition and to advance Project design and achieve schedule commitments.	
22.Transitway agreement	The Partner Agencies acknowledge that to satisfy federal continuing control requirements, it may be necessary to enter into a transit way agreement that grants Sound Transit the right to own, operate and maintain transit facilities in certain portions of a Partner Agencies' public right-of-way. Sound Transit and the Partner Agencies will work together in good faith to develop the appropriate terms and conditions and obtain the necessary approvals after completion of environmental review.	
23. Staffing resources and funding	Sound Transit and the Partner Agencies will work together to determine what, if any, additional resources or staffing may be needed to enable Partner Agencies to fulfill their commitments as outlined in this Agreement or subsequent agreements, such as those in section 24C. Sound Transit and the Partner Agencies will work cooperatively to negotiate in good faith individual reimbursement agreements for certain services and products to facilitate streamlined permitting and related services, and to provide reimbursement contributions to help pay for these services and products. Sound Transit and the Partner Agencies acknowledge that funding agreements with Community Transit are already in place as of the date of this Agreement. Reimbursement decisions are subject to Sound Transit Board authorization and sufficient budget.  Sound Transit design and construction of the Project may become subject to a	
	financial assistance contract between Sound Transit and the Federal Transit Administration (FTA). The Partner Agencies recognize that changes to this Agreement may be necessary to comply with the FTA funding requirements.	
24. Process for project reviews	A. Upon completion of the alternatives development phase, Sound Transit and the Partner Agencies may develop, as appropriate, individual concurrence documents – to be signed by the executive leadership of Sound Transit and each Partner Agency – to memorialize the preliminary preferred alternative identified and establish a commitment to streamline the permitting processes.	
	B. Project reviews likely will involve a variety of mechanisms, such as "over the shoulder" ("OTS") reviews, task forces, page-turn meetings, workshops and charrettes. Sound Transit and the Partner Agencies agree to engage in early and thorough discussion of opportunities, risks and issues, and to seek consensus and resolution before Sound Transit submits formal permit documents for review.	
GA 0176-20 Everett Link Extension Multi-Ju	C. Sound Transit will notify each of the Partner Agencies 21 calendar days in advance of providing a formal Project review package to the Partner Agency, unless Sound Transit and the Partner Agency otherwise mutually agree to an alternate review schedule. The details for Project review packages will be included in subsequent Project administration agreements. Upon receipt of the Project review package, the Partner Agency will review and return consolidated comments to Sound Transit from all relevant Partner Agency	

# reviewers, preferably within 21 days, but certainly not later than 30 days. Sound Transit will provide the Partner Agency with a minimum 90-day lookahead schedule of Project submittals, updated regularly; and if there are changes, Sound Transit will notify the Partner Agency promptly, to help the agency identify and plan for resources needed to conduct its reviews.

## 25. Scope & betterment

- A. In cases where a Partner Agency has an interest in changing Project scope beyond that represented in ST3, the Partner Agency and Sound Transit will work together 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 scope changes and local contributions will be memorialized in a preferred alternative concurrence document or other agreements as mutually determined by Sound Transit and the Partner Agencies, and consistent with applicable Sound Transit policies.
- B. Community amenities beyond the requirements outlined in the Project scope, as established by the Board's betterment policy, may be considered betterments.
- C. Consistent with Sound Transit's Scope Control Policy (Board Resolution R2009-24), these documents describe the Project scope over the life of the Project:
  - the representative Project templates attached as Exhibit A and the ST3
    Plan, including the transit mode, approximate route, number of stations,
    general station locations, and budget,
  - the Board-adopted description of the Preferred Alternative (anticipated at the end of Alternatives Analysis/Phase I of Project delivery),
  - identified mitigation identified in the Final EIS (anticipated near the end of Phase III of Project delivery), and
  - Board-adopted description of the Project to be built (once those decisions have been made and at the close of Phase III of project delivery.)

## 26. General Provisions

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 the Project is completed and open to the public, or superseded by a future agreement. Sound Transit and the Partner Agencies acknowledge that this Agreement is not a complete statement of terms and conditions that will apply to all the transactions that may be associated with the Project. This Agreement may be amended only by a written instrument executed by all Parties. This Agreement may be executed electronically on a platform agreed to by the Parties. 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 Snohomish County, Washington. This Agreement will be binding upon and inure to the benefit of successors and assigns of the Partnering Agencies and Sound Transit. 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. 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. 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.

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

City of Everett	City of Lynnwood
	Christine Frizzell Christine Frizzell (Jul 28, 2023 14:13 PDT)
Cassie Franklin, Mayor	Christine Frizzell, Mayor
	07/28/2023
Date	Date
Community Transit	Snohomish County
Kin Afts	
Ric Ilgenfritz, Chief Executive Officer	Dave Somers, County Executive
08/02/2023	
Date	Date
	Central Puget Sound Regional Transit
	Authority ("Sound Transit")
	BAD18
	Brooke Belman, Deputy Chief Executive Officer
	08/15/2023
	Date
	Authorized by Motion No: M2023-14
	Approved as to Form:
	Jonathan Nichols Jonathan Nichols (Aug 8, 2023 17:00 PDT)
	Jonathan Nichols Logal Councel

assigns. No other person will have any right of action based upon any provision of this Agreement. 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. 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.

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

City of Everett	City of Lynnwood
Cassie Franklin	
Cassie Franklin, Mayor	Christine Frizzell, Mayor
Date  Attest:  Approved as to form office of the City ATTORNEY office of the City Clerk  Approved as to form office of the City ATTORNEY office of the City Clerk	Date
Community Transit	Snohomish County
Ric Ingenfritz, Chief Executive Officer  Date	Dave Somers, County Executive  Date
	Central Puget Sound Regional Transit Authority ("Sound Transit")
	Julie Timm, Chief Executive Officer
	Date
	Authorized by Motion No: Approved as to Form:
	Stephen G. Sheehy, Managing Legal Counsel

assigns. No other person will have any right of action based upon any provision of this Agreement. 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. 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.

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

City of Everett	City of Lynnwood
Cassie Franklin, Mayor	Christine Frizzell, Mayor
Date	Date
Community Transit	Snohomish County  Digitally signed by Klein, Klein, Kenneth Kenneth Date: 2023.07.24 13:09:35 -07000
Ric Ingenfritz, Chief Executive Officer	Dave Somers, County Executive Executive Director
Date	Date
	Central Puget Sound Regional Transit Authority ("Sound Transit")
	Julie Timm, Chief Executive Officer
	Date
	Authorized by Motion No: Approved as to Form:
	Stephen G. Sheehy, Managing Legal Counsel

#### **EXHIBITS:**

Exhibit A: Everett Link Extension and OMF North ST3 Project Templates

Exhibit B: Chart demonstrating the relationship between the IAG, CAG, ELG and Sound Transit Board

Exhibit C: Agreements Framework

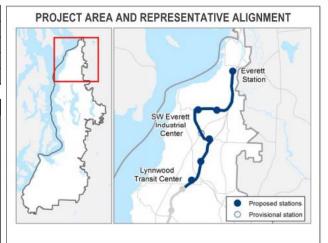
### Lynnwood to Everett Light Rail

Subarea	Snohomish
Primary Mode	Light Rail
Facility Type	Corridor
Length	16.3 miles
Date Last Modified	July 21, 2016

#### SHORT PROJECT DESCRIPTION

This project would provide a 16.3-mile elevated and at-grade light rail extension from the Lynnwood Transit Center to Everett Station via Airport Way to Southwest Everett Industrial Center, then along SR 526 to I-5 and a short segment along Broadway to Everett Station, with six stations. A provisional station is identified but is not included in the capital cost or other project measures.

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 Does this project help complete the light rail spine?	Yes		
CAPITAL COST Cost in Millions of 2014 \$	\$2,828 — \$3,026		
RIDERSHIP 2040 daily project riders	37,000 — 45,000		
PROJECT ELEMENTS	<ul> <li>Approximately 16.3 miles of elevated and at-grade light rail, all in exclusive right-of-way</li> <li>Six stations serving West Alderwood Mall, Ash Way park-and-ride, Mariner park-and-ride, Southwest Everett Industrial Center, SR 526/Evergreen Way and Everett Station, with a provisional station at SR 99/Airport Road</li> <li>Stations accommodate 4-car trains</li> <li>New 550-space parking structure at Mariner Park and Ride, and new 1,000-space parking structure at Everett Station</li> <li>New bus/rail interface facility at the Mariner Park-and-Ride Station</li> <li>Peak headways: 3 minutes between Lynnwood Transit Center and Mariner Park-and-Ride, and 6 minutes between Mariner Park-and-Ride and Everett Station</li> <li>1 percent for art per Sound Transit policy</li> <li>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")</li> </ul>		
NOT INCLUDED	<ul> <li>Costs for the provisional station</li> <li>Light rail vehicles not included</li> <li>Costs for operations and maintenance facility not included, but assumed to be built along corridor</li> <li>See separate documents titled "Common Project Elements," "Light Rail Operations and Maintenance Facilities," and "Light Rail Vehicles"</li> </ul>		
ISSUES & RISKS	<ul> <li>Crossing over SR 526 requires long spans</li> <li>Development near an active airport with federal restrictions on heights of nearby facilities</li> </ul>		

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## Lynnwood to Everett Light Rail

	KEY ATTRIBUTES
ISSUES & RISKS	<ul> <li>Development of alignment along 128th Street SW and Airport Road, which are high-volume arterials with a large number of driveways, intersections, and adjacent properties</li> <li>Maintenance of traffic during construction along arterials, SR 526, I-5</li> <li>Construction along I-5 and SR 526 in areas with limited access and available right-of-way</li> <li>Construction effects to bus transit operations for Community Transit Swift BRT along 128th Avenue SW and Airport Road</li> <li>Multimodal access for a station serving the Southwest Everett Industrial Center</li> <li>Light rail is not currently a permitted use in Everett and is permitted in Snohomish County as an essential public facility and as a conditional use or through a development agreement; it is included in both Comprehensive Plans and other planning documents</li> </ul>

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#### Lynnwood to Everett 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:

The 16.3-mile, 6-station representative alignment for the light rail extension begins at the Lynnwood Transit Center station, the terminus of the Lynnwood Link Extension. The first part of the alignment runs elevated along Alderwood Mall Boulevard, crossing to an elevated station in the vicinity of West Alderwood Mall, then runs north generally adjacent to and parallel to I-5, crossing over the SR 525/I-405 interchange and staying elevated to reach an elevated station at the Ash Way park-and-ride. The alignment continues with a mix of at-grade and elevated profiles north along I-5 to an elevated light rail station near the Mariner park-and-ride. From there, it continues west elevated along 128th Street SW and Airport Road and turns east at SR 526 to an elevated station serving the Southwest Everett Industrial Center. It then crosses over SR 526 on an elevated structure, descends to mostly at-grade and retained fill along SR 526 with an at-grade station in the vicinity of SR 526/Evergreen Way. As the alignment continues east along SR 526 and then turns north along I-5, it becomes mostly at-grade with retained cut and fill sections, then is elevated to reach an elevated station in the Everett Station area. The station at the Mariner park-and-ride has a 550-stall parking structure and a new bus/rail transit interface facility, and the Everett Station has a new 1,000-space parking structure; both of these structures may replace areas currently used for surface parking, displacing up to 600 surface parking spaces. A provisional station at SR 99/Airport is not included in the estimated project cost, nor is it included in travel time estimates, ridership forecasts or other measures of project performance.

#### Assumptions:

- . Generally along existing roadways, with sections along state routes, major arterials and I-5
- For non-motorized station access allowances, the Everett Station is characterized as Urban with an intermodal transit center, and all other stations are categorized as suburban.

#### **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., with overhead and underground utilities located along several sections of the corridor.

#### Right-of-Way and Property Acquisition:

Elevated alignment, stations and parking may require acquiring part or all of some adjacent parcels, particularly in areas with other development near the right-of-way and where the alignment turns to follow different transportation facilities

#### 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)
- Federal Aviation Administration/Air Navigation Review and other approvals
- · All required local, state and federal environmental permits
- NEPA/SEPA and related regulations

#### **Project Dependencies:**

- . Dependent on the completion of the Lynnwood Link Extension
- Funding for the provisional station is not included in the Draft ST3 System Plan
- · Purchase of additional light rail vehicles is required to operate service on this corridor

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## Lynnwood to Everett Light Rail

Construction of new operations and maintenance base capacity in this corridor is required to accommodate the fleet required for this corridor.

#### Potential Project Partners:

- · City of Lynnwood
- City of Everett
- Snohomish County
- WSDOT
- FTA and FHWA

- Transit partners serving project: Everett Transit and Community Transit
- Boeing Company (e.g., for pedestrian/non-motorized access to restricted Boeing plant)

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## Lynnwood to Everett 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	\$150.20	\$160.71
Preliminary Engineering & Environmental Review	\$88.00	\$94.16
Final Design & Specifications	\$174.87	\$187.11
Property Acquisition & Permits	\$263.84	\$282.30
Construction	\$1,783.67	\$1,908.53
Construction Management	\$157.38	\$168.40
Third Parties	\$35.57	\$38.06
Vehicles	\$0.00	\$0.00
Contingency	\$174.87	\$187.11
Total	\$2,828.40	\$3,026.39

Design Rasis	Conceptual	
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	\$1.16	\$1.25
Sustainability	\$18.12	\$19.38
Parking access	\$80.94	\$86.61
Non-motorized (bicycle/pedestrian) access	\$42.82	\$45.82
Bus transfer facilities	\$2.75	\$2.94





## Lynnwood to Everett Light Rail

#### **Evaluation Measures:**

MEASURE		MEASUREMENT/RATING	NOTES
	Regional Light Rail Spine Does project help complete regional light rail spine?	Yes	
311411A	Ridership 2040 daily project riders	37,000 — 45,000	
\$	Capital Cost Cost in Millions of 2014 \$	\$2,828 — \$3,026	Does not include provisional stations.
\$	Annual O&M Cost Cost in Millions of 2014 \$	\$40	Does not include provisional stations
(-)	Travel Time In-vehicle travel time along the project (segment)	33	
ON TIME	Reliability Quantitative/qualitative assessment of alignment/route in exclusive right-of-way	High	100% in exclusive right-of-way
Ā⇔₽	System Integration Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities	Medium	Low to medium-high number of existing daily transit connections, but several stations with opportunities for integration with realigned bus service and planned BRT
5.4	Ease of Non-motorized Access Qualitative assessment of issues and effects related to non-motorized modes	Medium-Low	Low to medium intersection densities providing access, with large parcels, freeways and major arterials limiting access
(A)(1) \	Percent of Non-motorized Mode of Access Percent of daily boardings	20-35%	
	Connections to PSRC-designated Regional Centers Number of PSRC-designated regional growth and manufacturing/industrial centers served	3 centers	Lynnwood City Center, Southwest Everett Industrial Center, Everett
	Land Use and Development/TOD Potential Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations	Medium	Strong support in local and regional plans; approximately 55% land compatibly zoned
<b>○</b> • <b>⊕</b> •○	Qualitative assessment of real estate market support for development within 1 mile of potential corridor	Medium	Moderate market support
1772	Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas	Pop/acre: 2014: 8; 2040: 13 Emp/acre: 2014: 7; 2040: 12 Pop+Emp/acre: 2014: 15; 2040: 25	Includes large industrial parcels and areas of I-5, SR 526 and other major roadways
	Socioeconomic Benefits Existing minority / low-income populations within 0.5 mile of potential station areas	42% minority; 17% low-income	
_II	2014 and 2040 population within 0.5 mile of potential station areas	Pop: 2014: 24,100; 2040: 38,900	
	2014 and 2040 employment within 0.5 mile of potential station areas	Emp: 2014: 21,300; 2040: 37,000	

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

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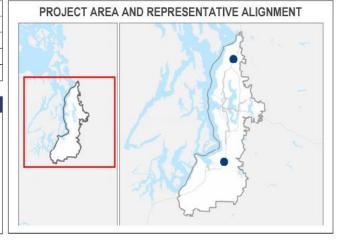


## **Light Rail Operations and Maintenance Facilities**

Subarea	All
Primary Mode	Light Rail
Facility Type	N/A
Length	N/A
<b>Date Last Modified</b>	July 1, 2016

#### SHORT PROJECT DESCRIPTION

This project would construct two new light rail operations and maintenance facilities to accommodate additional fleet capacity. 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 Does this project help complete the light rail spine?	N/A
CAPITAL COST Cost in Millions of 2014 \$	\$1,166 — \$1,248
RIDERSHIP 2040 daily project riders	N/A
PROJECT ELEMENTS	<ul> <li>Two operations and maintenance facilities: one in Lynnwood to Everett corridor and one in Federal Way to Tacoma corridor</li> </ul>
NOT INCLUDED	See separate document titled "Common Project Elements"
ISSUES & RISKS	<ul> <li>Facility siting could be near existing residential and/or commercial uses</li> <li>Current zoning may not be compatible with use</li> <li>Noise generation</li> <li>Facility siting and design should consider potential future expansion needs</li> <li>Jurisdictional coordination will be required for implementation of this project</li> </ul>

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#### **Light Rail Operations and Maintenance Facilities**

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 construct two new light rail operations and maintenance facilities: one in the Lynnwood to Everett corridor and one in the Federal Way to Tacoma corridor. Specific locations will be determined as part of light rail project development in each corridor.

#### Assumptions:

- North OMF would be sized to accommodate approximately 152 light rail vehicles
- . South OMF would be sized to accommodate approximately 108 light rail vehicles
- . Both facilities would be full service facilities and would include all heavy maintenance equipment
- Includes employee parking
- · Additional future expansion could be accommodated

#### 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.

#### I Itilities:

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

#### Right-of-Way and Property Acquisition:

Property acquisition required

#### 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 construction of the Lynnwood to Everett and Federal Way to Tacoma light rail projects.

#### Potential Project Partners:

Local jurisdictions

WSDOT

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### **Light Rail Operations and Maintenance Facilities**

#### 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\$

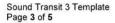
#### North OMF

ITEM	COST	COST WITH RESERVE
Agency Administration	\$35.76	\$38.27
Preliminary Engineering & Environmental Review	\$16.14	\$17.27
Final Design & Specifications	\$32.29	\$34.55
Property Acquisition & Permits	\$182.79	\$195.59
Construction	\$329.31	\$352.36
Construction Management	\$29.06	\$31.09
Third Parties	\$6.46	\$6.91
Vehicles	\$0.00	\$0.00
Contingency	\$32.29	\$34.55
Total	\$664.09	\$710.58

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	N/A	N/A
Sustainability	N/A	N/A
Parking access	N/A	N/A
Non-motorized (bicycle/pedestrian) access	N/A	N/A
Bus/rail integration facilities	N/A	N/A





## **Light Rail Operations and Maintenance Facilities**

#### South OMF

ITEM	COST	COST WITH RESERVE
Agency Administration	\$26.59	\$28.45
Preliminary Engineering & Environmental Review	\$16.11	\$17.24
Final Design & Specifications	\$32.23	\$34.48
Property Acquisition & Permits	\$30.68	\$32.83
Construction	\$328.71	\$351.72
Construction Management	\$29.00	\$31.03
Third Parties	\$6.45	\$6.90
Vehicles	\$0.00	\$0.00
Contingency	\$32.23	\$34.48
Total	\$501.99	\$537.13

Design Basis:	N/A
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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	N/A	N/A
Sustainability	\$0.08	\$0.08
Parking access	N/A	N/A
Non-motorized (bicycle/pedestrian) access	N/A	N/A
Bus/rail integration facilities	N/A	N/A

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## **Light Rail Operations and Maintenance Facilities**

#### **Evaluation Measures:**

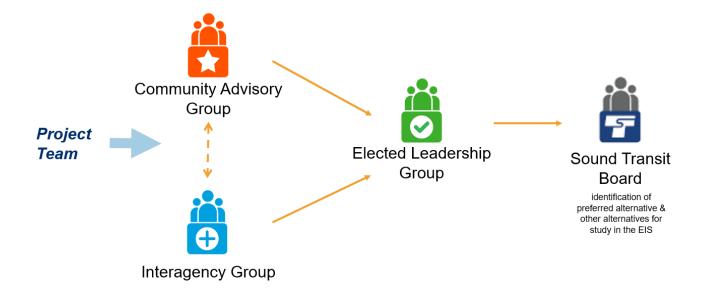
MEASURE		MEASUREMENT/RATING	NOTES
	Regional Light Rail Spine Does project help complete regional light rail spine?	N/A	
3++4+th.f	Ridership 2040 daily project riders	N/A	
\$	Capital Cost Cost in Millions of 2014 \$	\$1,166 — \$1,248	
\$	Annual O&M Cost Cost in Millions of 2014 \$	\$6	
<u>(L)</u>	Travel Time In-vehicle travel time along the project (segment)	N/A	
ON TIME	Reliability Quantitative/qualitative assessment of alignment/route in exclusive right-of-way	N/A	
₽↔₽	System Integration Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities	N/A	
5 1	Ease of Non-motorized Access Qualitative assessment of issues and effects related to non-motorized modes	N/A	
@/© <b>/</b>	Percent of Non-motorized Mode of Access Percent of daily boardings	N/A	
	Connections to PSRC-designated Regional Centers Number of PSRC-designated regional growth and manufacturing/industrial centers served	N/A	
0	Land Use and Development/TOD Potential Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations	N/A	
<b>○</b> ( <b>((()</b> ))	Qualitative assessment of real estate market support for development within 1 mile of potential corridor	N/A	
	Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas	N/A	
\dag{\dag{\dag{\dag{\dag{\dag{\dag{	Socioeconomic Benefits  Existing minority / low-income populations within 0.5 mile of potential station areas	N/A	
-JII	2014 and 2040 population within 0.5 mile of potential station areas	N/A	
	2014 and 2040 employment within 0.5 mile of potential station areas	N/A	

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

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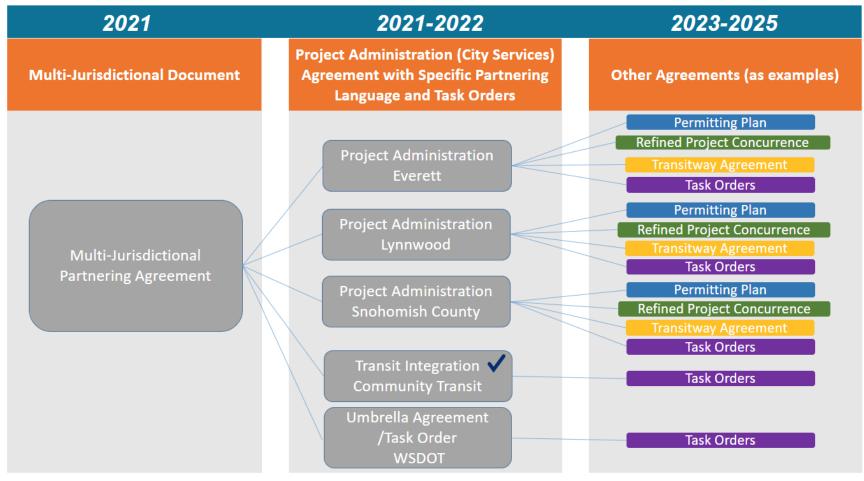


#### Relationship between the IAG, CAG, ELG and Sound Transit Board



#### Exhibit C

#### AGREEMENTS FRAMEWORK



# GA 0176-20 EVLE Partnering Agreement FINAL\_Counter Signed

Final Audit Report 2023-08-15

Created: 2023-07-28

By: Angie House (angela.house@soundtransit.org)

Status: Signed

Transaction ID: CBJCHBCAABAAOHmAwlHTKFGnAARWYXRVToZE33\_vLiHo

## "GA 0176-20 EVLE Partnering Agreement FINAL\_Counter Signe d" History

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- Email viewed by David Kleitsch (dkleitsch@lynnwoodwa.gov) 2023-07-28 6:20:49 PM GMT
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- Document e-signed by Christine Frizzell (cfrizzell@lynnwoodwa.gov)
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- Document emailed to Chris Simmons (chris.simmons@commtrans.org), noah.tunick@commtrans.org and ric.ilgenfritz@commtrans.org for signature. One of them to sign

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- Email viewed by Chris Simmons (chris.simmons@commtrans.org)
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- Email viewed by noah.tunick@commtrans.org 2023-07-28 9:54:25 PM GMT



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- Document e-signed by Ric Ilgenfritz (ric.ilgenfritz@commtrans.org)

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