

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

**GA 0078-23**

THIS PROJECT ADMINISTRATION AGREEMENT ("Agreement") is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under 81.112 RCW ("Sound Transit"), and Snohomish County, a political subdivision of the State of Washington (the "County") (collectively, the "Parties" and each individually a "Party").

**RECITALS**

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

**AGREEMENT**

**1. General**

- 1.1. Incorporation of Recitals. The foregoing recitals are incorporated into this

Agreement as set forth in full herein.

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

## **2. Designated Representatives**

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

## **3. Essential Public Facilities**

The Parties agree that the Project is a regional transit authority facility that has the status of an essential public facility and that the requirements of RCW 36.70A.200 are applicable under chapter 36.70A RCW and Snohomish County Code chapter 30.42D Essential Public Facilities. The County may not render impracticable Sound Transit's decisions on design, siting or location of the Project; however, the County may impose reasonable permit conditions on the Project.

## **4. Environmental Review**

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

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

## **5. Task Orders for County Services**

- 5.1 Principles for Determining Eligible Reimbursable Costs. Sound Transit agrees to pay the County for the costs included in a Task Order as described in Section 5.3 that are associated with the following tasks:
- a. Are required because of implementation of the Project in proximity to County road right of way and facilities and are not otherwise the County's responsibility to undertake; and/or
  - b. Are directly related to the Project, are essential to meeting Project objectives and schedule, and support Project design, permitting, and construction activities, such as documentation of durable and specific Project commitments and approval services, documented decisions and other types of agreements furthering implementation of the Project; and/or
  - c. Respond to requests made by Sound Transit to provide Project-related technical information such as data, reports, or studies or to provide engineering or design services for County owned utilities, facilities, or other public works affected by the Project.
- 5.2 In general, Sound Transit will not pay the County for costs associated with the following:
- a. Coordination between Sound Transit and the County normally provided between government agencies.
  - b. County services provided in the ordinary course of business and on the County's usual time and schedule for which the County does not ordinarily charge fees.
  - c. County services or costs associated with betterments or other improvements that the Parties agree are not part of the Project scope.

- d. County services or costs associated with the Project prior to execution of this Agreement.
  - e. County staff time for work on the Model Code Partnership.
- 5.3 Task Order Development. Sound Transit will request that the County perform specific work under this Agreement through written Task Orders. This Agreement applies to Project work and eligible costs beginning after execution of this Agreement and associated Task Order. Any prior Project-related work or costs incurred by the County are the responsibility of the County. Task Orders will be prepared by Sound Transit, reviewed by the County, and executed by the Parties for each work effort to be covered by this Agreement. Task Orders will be in a format similar to that shown in Exhibit B. Each Task Order will include a scope of work, a schedule of work, and a detailed cost estimate that establishes a maximum funding level for the Task Order. Each Task Order will be executed by the authorized designee of Sound Transit, the authorized signatory of the County, and will incorporate by reference the terms and conditions of this Agreement.
- 5.4 Task Order Management. For each Task Order, the County will provide quarterly progress reports to Sound Transit indicating the amount spent and estimated cost to complete each scope and budget element included in the Task Order. If actual costs are anticipated to exceed the amount of the Task Order, the Designated Representatives (or designees) will prepare a mutually agreeable cost estimate to complete the work and develop an appropriate course of action, which may include amending the Task Order or executing a new Task Order.
- 5.5 Eligible Costs.
- a. The following costs will be eligible for reimbursement:
    - i. Employees: (1) the applicable employees' direct salaries; (2) Employee benefits and (3) associated direct and indirect costs as adopted in a County fee schedule, provided that the fee schedule is reasonable and consistent with subsection (b) of this section; charged on an hourly basis at the rates in effect at the time the charges are incurred.
    - ii. Consultants. Direct costs incurred by the County to retain consultants to work on the Project for otherwise reimbursable activities as set forth in this Agreement.
  - b. Ineligible Costs. This Agreement does not cover County's normal capital

and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles except in such instances where vehicles are required in order to complete associated Task Orders.

- 5.6 **Performance.** If the County does not perform the services described in the Task Orders, and if the failure to perform is solely attributable to the County's actions or inactions, appropriate corrective action will be discussed and agreed upon by the Designated Representatives. Should the corrective action not be agreed upon or resolve the problem within three (3) weeks, the Dispute Resolution Process pursuant to Section 7, below may be invoked and Sound Transit may request specific resolutions including a reduction of reimbursable costs owed by Sound Transit to the County.

## **6. Invoicing**

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

## **7. Dispute Resolution**

- 7.1. The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of another Party associated with this Agreement or the Project, except as set forth herein. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego

a right, remedy, or cause of action that may be time barred before the dispute resolution process can be completed.

- 7.2. Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. Each party's Designated Representatives identified in Exhibit A of this Agreement agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- 7.3. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 7.4. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
  - a. Level One - Sound Transit's North Corridor Development Director or the Deputy Project Director and the County's Public Work's Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, any Party may refer the dispute to Level Two.
  - b. Level Two - Sound Transit's Deputy Executive Director of Capital Project Development and the County's Executive representative, shall meet to discuss and attempt to resolve the dispute, in a timely manner.
  - c. Should the dispute not be resolved within a reasonable time using Level Two, the Parties may pursue any and all legal remedies available at law.

## **8. Suspension and Termination**

- 8.1 If the County has not received payment from Sound Transit as provided in Section 6.2, the County may suspend performance of all or any part of the associated work after giving Sound Transit thirty (30) days' notice of the County's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.
- 8.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described

therein. The Party wishing to terminate this Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) days' notice to the other Party.

- 8.3 This Agreement will also terminate upon written mutual consent of the Parties.
- 8.4 Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.
- 8.5 Upon Termination Sound Transit will pay the County only for the services and corresponding reimbursable expenses, if any, accepted by Sound Transit in accordance with Section 6 hereof.

## **9. Indemnity**

- 9.1. Each Party (an "Indemnifying Party") agrees to hold harmless, indemnify, and defend the other Party's elected officials, officers, agents, and employees (the "Indemnified Party"), from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the Indemnifying Party, or damages, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that: (A) the Indemnifying Party's obligations to indemnify, defend and hold harmless will not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of the Indemnified Party; and (B) the Indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Indemnifying Party and the Indemnified Party, or of the Indemnifying Party and a third party other than an elected official, officer, agent, or employee of the Indemnifying Party, will apply only to the extent of the negligence or willful misconduct of the Indemnifying Party's elected officials, officers, agents, or employees. The Indemnifying Party specifically assumes potential liability for any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents against the

Indemnified Party. FOR THIS PURPOSE, EACH INDEMNIFYING PARTY, BY MUTUAL NEGOTIATION, HEREBY WAIVES, WITH RESPECT TO THE INDEMNIFIED PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW OR ANY APPLICABLE INDUSTRIAL INSURANCE, DISABILITY, OR EMPLOYEE BENEFIT ACT OF ANY OTHER JURISDICTION THAT WOULD BE APPLICABLE IN CASE OF SUCH A CLAIM.

- 9.2. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against the Indemnifying Party, its officers, agents, and employees.
- 9.3. The obligations in this Section 9 will survive termination or completion of this Agreement as to any claim, loss, or liability arising from events occurring prior to such termination or completion.

## **10. Audits**

- 10.1. Each Party will maintain accounts and records following Generally Accepted Accounting Principles, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the County by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to chapter 40.14 RCW and agreed upon by the Parties.
- 10.2. The County will make all Project records available for Sound Transit inspection upon Sound Transit's reasonable request for same. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, the County will reimburse Sound Transit for such amounts.

## **11. General Provisions**



- 11.1. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance therewith, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 11.2. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorneys' fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.
- 11.3. The following terms and conditions of the Partnering Agreement are incorporated by reference into this Agreement: 3. Project Description 4. Schedule 5. Budget 15. Decision Making, 26. General Provisions.

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

**Snohomish County**

By: *Ken Klein*  
Ken Klein (Mar 22, 2024 15:14 PDT)  
Title: Executive Director

Approved as to form:

By: *[Signature]* 11/30/23  
Legal Counsel

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority:

By: *John Henry*  
John Henry (Mar 27, 2024 15:26 PDT)  
Title: CFO

Authorized by Motion No: M2024-07

Approved as to form:

By: *Jonathan Nichols*  
Jonathan Nichols (Mar 27, 2024 12:56 PDT)  
Legal Counsel

Exhibits

A. Sound Transit and County Designated Representatives

B. Task Order Format

## EXHIBIT A

### DESIGNATED REPRESENTATIVES

Pursuant to Section 6 of this agreement, each party designates the following persons as their representatives (“Designated Representatives”) who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall coordinate on Project activities and shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The Designated Representatives are:

#### SOUND TRANSIT:

Miranda Redinger  
High Capacity Transit  
Development Manager  
[Miranda.redinger@soundtransit.org](mailto:Miranda.redinger@soundtransit.org)

#### SNOHOMISH COUNTY:

Contract/Invoice Contact:  
Lori Ericsson  
Sr. Contract Specialist  
[Lori.ericsson@snoco.org](mailto:Lori.ericsson@snoco.org)

All other items:  
Brook Chesterfield  
Special Projects Coordinator  
[Brook.chesterfield@snoco.org](mailto:Brook.chesterfield@snoco.org)

Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. Sound Transit reserves the right to change Designated Representative by providing notice to the other party during the term of this Agreement. The County may submit a request to change its Designated Representative to Sound Transit for written approval during the term of this agreement.

EXHIBIT B  
Task Order Format

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

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

The effective date of this Task Order is \_\_\_\_\_ 20\_\_ ,

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

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

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

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

For the County:

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Signature

---

Printed Name

---

Title

---

Date

---

Name, County Counsel

For Sound Transit:

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Signature

---

Printed Name

---

Title

---

Date

---

Name, Legal Counsel

**Task Order Exhibit 1: Scope of Work.**

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

**Task Order Exhibit 2: Estimated Schedule.**

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

<b>Task</b>	<b>Start Month</b>	<b>End Month</b>

**Task Order Exhibit 3. Cost Estimate and Rate Schedule.**

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













# Project Administration Agreement SnoCo and ST

Final Audit Report

2024-03-27


Created:	2024-03-22
By:	Tami Sant (tamara.sant@soundtransit.org)
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## "Project Administration Agreement SnoCo and ST" History


-  Document created by Tami Sant (tamara.sant@soundtransit.org)  
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 Signer john.henry@soundtransit.org entered name at signing as John Henry

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

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 Agreement completed.

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