

Ordinance No. 121150

Council Bill No. 114548

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing the amendment of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project;" and authorizing the acceptance of funds from Sound Transit

CF No. _____

Date Introduced:	APR 28 2003	
Date 1st Referred:	APR 28 2003	
Date Re - Referred:	To: (committee) TRANSPORTATION	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: 5-12-03 9-0	
Date Presented to Mayor:	Date Approved: 5-13-03 5/22/03	
Date Returned to City Clerk:	Date Published:	T.O. ☒ F.T. ☐
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Committee Action:

5/6/03 - Unanimously approved
2-0 yrs Coalition

5-12-03 Passed 9-0

This file is complete and ready for presentation to Full Council. Co

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Richard Conlin

Councilmember

Committee Action:

*5/6/03 - Unanimously approved as amended
2-0 yrs Coaction, 11/11/03*

5-12-03 Passed 9-0

This file is complete and ready for presentation to Full Council.

Committee:

RC 5/6/03

(Initial/Date)

Law Department

Law Dept. Review

OMP
Review

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City Clerk
Review

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ORDINANCE

121150

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing the amendment of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project;" and authorizing the acceptance of funds from Sound Transit.

WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a Memorandum of Agreement for Intergovernmental Cooperation with Sound Transit regarding Light Rail Development ("MOA"); and

WHEREAS, on October 25, 1999, pursuant to Ordinance 119514, the City executed an agreement with Sound Transit entitled "First Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("First Supplement"); and

WHEREAS, On October 9, 2000, Ordinance 120120 authorized the Director of the Strategic Planning Office to execute an agreement with Sound Transit entitled "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("Second Supplement"), in recognition of Sound Transit's request to continue City staff involvement with respect to not only the design process but also the commencement of construction activities for the Central Link Project; and

WHEREAS, due to changes in Sound Transit's budget and schedule, Sound Transit did not execute the Second Supplement authorized by Ordinance 120120; and

WHEREAS, On May 14, 2001, Ordinance 120363 authorized the execution of the "Third Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project;" and

WHEREAS, On April 22, 2002, Ordinance 120784 authorized execution of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Transit Project" ("Fourth Supplement"); and

WHEREAS, on August 12, 2002, Ordinance 120883 created an additional "contingency" for work effort under the Fourth Supplement; and

WHEREAS, Sound Transit has requested continued City staff involvement in the design process, permitting process, and commencement of construction activities for the Central Link

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Project, and has agreed to reimburse the City for its expenses incurred in connection with such work, all as contemplated in the previously approved Fourth Supplement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Transportation and recommended by the Mayor, the Director of Transportation or her designee is hereby authorized to execute, for and on behalf of the City of Seattle, an amendment to the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project" effective April 1, 2002 ("Fourth Supplement") (attached as Exhibit A) providing for Sound Transit to reimburse the City for services provided in support of the light rail project, as follows: Such amendment may extend the term of the Fourth Supplement through December 31, 2003. In recognition that the array of services performed by the City under the Fourth Supplement may need to be reallocated during such extended term to accommodate changes in Sound Transit planned activities, such amendment may further authorize the parties thereto to amend Exhibit 2 (Scope of Work) to the Fourth Supplement from time to time as may be necessary to reflect such changes.

Section 2. Funds received from Sound Transit pursuant to the Fourth Supplement shall be deposited in the Transportation Operating Subfund of the Transportation Fund, the Light Fund, the Water Fund, and/or the Drainage/Wastewater Fund as expenses are incurred by these funds.

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1 Section 3. Any act consistent with the authority and prior to the effective date of this
2 ordinance is hereby ratified and confirmed.

3
4 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
5 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
6 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
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9 Passed by the City Council the 12th day of May, 2003, and signed by me in open
10 session in authentication of its passage this 12th day of May, 2003.

11 Peter Stemberger
12 President of the City Council

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14 Approved by me this 22nd day of May, 2003.

15 Gregory J. Nickels
16 Gregory J. Nickels, Mayor

17 Filed by me this 22nd day of May, 2003.

18 Jessie E. Rippner
19 City Clerk

20
21 (Seal)

22 **Exhibit A:** Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998)
23 between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle
24 for the Central Link Light Rail Project, with Exhibits 1, 2, and 3.
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EXHIBIT A

**FOURTH SUPPLEMENT TO
MOA FOR INTERGOVERNMENTAL COOPERATION
(APRIL 20, 1998) BETWEEN CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT) AND THE CITY OF SEATTLE
FOR THE CENTRAL LINK LIGHT RAIL PROJECT**

This Fourth Supplement ("Fourth Supplement") to that certain April 20, 1998 Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("Project") is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and The City of Seattle ("City").

RECITALS

- A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the parties' common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. The City and Sound Transit have entered into other previous agreements that are related to the Project including:
- An agreement on April 30, 1998 pursuant to which the City provided Geographic Information System ("GIS") products, services, and data to support the activities of Sound Transit ("GIS MOA").

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 1

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- The October 25, 1999 First Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("First Supplement") for design review services, design development support, utility coordination, implementation coordination, mitigation identification, and analysis and development support activities, through the Central Link Light Rail Project's preliminary engineering phase; and
 - The June 8, 2001 Third Supplement to Memorandum of Agreement for Interlocal Governmental Cooperation ("Third Supplement") for services to be provided by the City in three major areas: Public Works, Public Safety, Program Management and Business and Community Assistance (which agreement was a replacement for the unexecuted "Second Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project").
- C. The parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this Fourth Supplement, including the principles of intergovernmental cooperation; processes for expedited reviews of project documents; expedited processing of requests for permits and other City approvals; and the process for dispute resolution.
- D. The City recognizes that Sound Transit has responsibility for acquisition of property and that the Transit-Oriented Development process is governed by Sound Transit Board policy and state and federal regulations.
- E. As anticipated by the parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This Fourth Supplement, except as otherwise provided herein, shall cover services to be provided by the City in three

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major areas: Public Works; Public Safety; Program Management and Business and Community Assistance.

- F. The April to December 2002 timeframe is a critical period for the Project. Final design on the majority of contracts will be complete and construction of the Project will begin in this timeframe. In addition, Sound Transit will develop a Draft Supplemental Environmental Impact Statement for "North Link," the extension of the Project northwards from Convention Place Station.
- G. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is responsible for review and approval of plans, utility relocation, managing the City street system, and the public health and welfare of citizens.
- H. The City of Seattle recognizes that the Central Link Light Rail Transit Project will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.

1.0 DEFINITION OF TERMS

The terms and abbreviations used in this Fourth Supplement and its exhibits, shall be defined and/or identified as follows:

- 1.1. "Central Light Link Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 3

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- 1.2. "City's Standard Plans and Specifications, 2000 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.3. "Contract Specifications" means the contract based modifications to Sound Transit's Link Standard Specifications that may be made by Sound Transit or the City through its contract review process.
- 1.4. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at Convention Place with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154th to be connected by shuttle bus service to Sea-Tac Airport.
- 1.5. "LPA" means Locally Preferred Alternative.
- 1.6. "Link Standard Specifications" means the general specifications specifically entitled "Sound Transit Link Light Rail Project, Standard Specifications for Facilities Construction, December 2001" that will be used by Sound Transit in its light rail construction contracts.
- 1.7. "North Link" means the northward extension of the Project from Convention Place to the Northgate area.
- 1.8. "Project" means Sound Transit's proposed light rail system within the City of Seattle, as described in *Sound Move, Sound Transit's Ten Year Regional Transportation Plan*, and as further defined in Board Resolution R2001-16, and the associated public works elements that Sound Transit has agreed to undertake through separate written agreement with the City.
- 1.9. "*Sound Move, Sound Transit's Ten Year Regional Transit System Plan*" adopted May 31, 1996 means the documents describing Sound Transit's ten-year regional transportation plan.

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 4

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- 1.10. "Working Day" means any calendar day that is not a Saturday, Sunday, a City or a Sound Transit holiday.
- 1.11. "Permitting Manual" means the manual to be jointly approved by the Sound Transit and City designated representatives, to help Sound Transit and City staff clarify and apply the permit process, identify which permits are necessary under various circumstances, and describe what is required for permit application submittals.

2.0 SCOPE OF THIS FOURTH SUPPLEMENT

2.1. Goals and Objectives.

The Parties agree to do the following throughout the Project:

- A. The parties agree to work collaboratively on the Project.
- B. The City shall provide timely services that will enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost effective and timely manner and within the amount budgeted for this Project.
- D. The City shall develop and apply innovative state of the art practices in the delivery of Public Works, Public Safety, Program Management and Business and Community Assistance services to facilitate the Project schedule, while addressing the interests of Seattle's business and residential communities within the limitations of Sound Transit's budget.
- E. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review to allow the Project to proceed on schedule.

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 5

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- F. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of last-minute requirements after the review comment period. Both parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- G. Both parties shall participate in regularly scheduled interdisciplinary coordination meetings to address issues that may affect the Project scope, schedule, budget or the community.
- H. Where appropriate, City and Sound Transit will document key design related decisions.
- I. To the extent the City is notified of federal grant requirements, the City shall ensure that its performance under this Fourth Supplement is in conformance with the applicable grant requirements including the Federal Transit Administration grant requirements.

2.2. Summary of Services under this Fourth Supplement

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project within the City of Seattle. The City shall provide timely review as is necessary for the issuance of permits and approvals by the City and as described in Exhibits 1 and 2 to this Fourth Supplement, which by this reference are incorporated herein. The City shall also provide in a timely manner its designs for the public works components of the Project and provide such services as are described in Exhibits 1 and 2 for the coordination and integration of the public facilities that will be constructed by Sound Transit and transferred to the City, including the relocation of City owned utilities and new street and park improvements.

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2.3. Time of Completion and Schedule

The Project schedule is attached as Exhibit 1. All of the design review and other tasks identified in the Scope of Work attached as Exhibit 2 shall be completed by the end of 2002, according to the milestones identified in the detailed schedule that is summarized in the attached Exhibit 1, except as otherwise indicated in Exhibit 2 or in this Fourth Supplement.

2.4. Designated Representatives

The Designated Representatives for each party are as follows:

Ahmad Fazel, Director,
Link Light Rail Project
Sound Transit
401 S. Jackson Street
Seattle, Washington 98104
Phone: (206) 398-5389

Jonathan Layzer, Strategic Transportation Advisor
Strategic Planning Office
The City of Seattle
600 4th Ave., #300
Seattle WA 98104
Phone: (206) 684-8084

Each of the parties may change its own Designated Representative in such party's discretion, and the party making any such change shall give notice of such change to the other party.

2.5. Responsibilities of Sound Transit

The following services shall be performed by Sound Transit under this Fourth Supplement in support of the Project:

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- A. Develop designs, plans and specifications in connection with its construction of the Project, except in the case of designs for City Light utility relocations, which shall be developed by City Light.
- B. Submit its designs, plans and specification to the City for review pursuant to the procedures outlined in this Fourth Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team communication/meetings and the Transit Oriented Development process.
- D. Manage and coordinate its consultants' requests for information from the City.
- E. Assume responsibility for acquiring all necessary property, easements and rights of entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
- F. Work with the City to provide notice to private utilities for their relocation.
- G. Help to staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.

2.6. City's Roles and Responsibilities

The following services shall be performed by the certain City departments and offices assigned such tasks under this Fourth Supplement in support of the Project:

- A. Organize interdepartmental implementation teams, authorize these teams to expedite review and other timely services to Sound Transit, and work within such interdepartmental review teams to achieve consensus on policy issues.
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.
- C. Provide a confirmation review through Seattle Transportation to ensure that all City comments on the 90%-Complete Submittal have been incorporated into the 100%-

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Complete Submittal, or otherwise resolved by Sound Transit and the City prior to permit approval.

- D. Provide expedited review of Project permit applications through the Department of Design, Construction, and Land Use.
- E. Provide designs and review of designs for the public works components to be performed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.
- G. Provide public safety related services through the City's Fire Department (SFD) (design review and tunnel construction rescue proposal) and the Seattle Police Department (design review and traffic control during construction).
- H. Provide program management, business and community assistance services related to overall program management and the relocation of businesses within the Project area and coordinate with Sound Transit in providing business relocation assistance.
- I. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both parties.
- J. Provide Sound Transit with timely access to public City records and plans.
- K. Work with Sound Transit to provide accessible, accurate, and timely information and to maximize public involvement in Sound Transit and City decision making related to the Project.
- L. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.
- M. Help staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the project.

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N. Provide plans and specifications for the work to be performed by the City to Sound Transit for its review and comment.

2.7. Specific Tasks to be Performed by Individual City Departments and Offices

The specific tasks to be performed by individual City departments and offices and the schedule for completion of these tasks are described in Exhibit 2.

3.0 DESIGN SUBMITTALS

To ensure uniformity and consistency in the design and review process the parties have agreed to the design completion levels defined below (namely, "30%-Complete Submittal," "60%-Complete Submittal," "90%-Complete Submittal," and "100% - Complete Submittal"), as well as standards and specifications specified in this section. Sound Transit shall work in close cooperation with the City during the preparation of preliminary and final plans for the Project to ensure that, to the greatest extent possible, the objectives identified in the April 20, 1998 MOA and this Fourth Supplement are achieved.

3.1. Level of Completion Defined.

Level of design completion as used in this Fourth Supplement and its Exhibits as follows.

3. 30%-Complete Submittal - A submittal that presents the basic concept of the Project, including advanced detail on route alignment; station locations; station functional layouts and preliminary station architectural concepts; existing utilities and proposed major utility line re-locations; traffic lane configurations; structural types, sizes and locations; urban design concepts;

new and proposed right-of-way limits; extent of roadway modifications; and other supporting concepts to define the intent of the Project. The submittal will include technical memoranda documenting trade off studies undertaken in support of the proposed design.

- 3.1.2. 60%-Complete Submittal - A submittal that is sufficiently complete to illustrate the entire scope of the work under design so that all reviewers can comment on the overall scope of the Project. This submittal shall also include an updated cost estimate. (This submittal is intended to ensure that new, never before seen items of significance do not appear for the first time in the 90%-Complete Submittal.)
- 3.1.3. 90%-Complete Submittal - The submittal that includes drawings, special provisions, supplemental technical specifications, updated quantity estimates, and order of magnitude cost estimates that are essentially complete with only items of insignificance needing detailing or checking. All calculations shall be completed and checked in accordance with established quality control procedures. The structural calculations need not be sent to the City, but will be made available for review at Sound Transit offices. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during design review of the 60%-Complete Submittal, and other informal reviews. Unresolved comments shall be identified and addressed to the satisfaction of both parties.
- 3.1.4. 100%-Complete Submittal. The submittal that is sufficiently complete for the City's permit approval as confirmed by Seattle Transportation.

3.2. City's Standard Specifications.

Except as further provided in this subsection, the City's Standard Plans and Specifications, 2000 Edition, shall be used for all Project-related work that either (a) is in any City right-of-way, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City.

3.3. Deviation from City's Standard Specifications.

3.3.1. The City's Designated Representative or another official designated by the City, may permit, from time to time, a deviation from the requirements of Subsection 3.2 whenever:

- A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
- B. The City's Designated Representative, or other official designated by the City, has consulted and reached consensus among the head(s) or designated representative(s) of each City department and office that has an interest in the matter; and
- C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2000 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and
- D. If necessary, the City's Designated Representative, or other official designated by the City, has been authorized to grant such permission, which permission shall be expressed in writing by the City's Designated

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Representative or other official designated by the City, and shall not be used as a precedent for future actions.

- 3.3.2. If any conflict is discovered between Sound Transit or City work under this Fourth Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this Fourth Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulations; provided that as applied to the work to be completed under this Fourth Supplement, the City's 2000 Standard Plans and Specifications or a deviation authorized pursuant to Section 3.3 shall control in the event of a conflict between the City's 2000 Standard Plans and Specifications and any subsequent revision.

3.4. Sound Transit Standard Specifications.

Sound Transit has developed a set of Link Standard Specifications to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modifications of the Link Standard Specifications shall be accomplished by the preparation of Contract Specifications. The City shall review each Contract Specification package as part of the detailed schedule summarized in Exhibit 1. If the City requests modifications to the Link Standard Specifications for a particular contract under review, Sound Transit shall make such modifications through Contract Specifications.

3.5. Submission and Review of Design Submittals

- 3.5.1. To expedite design submittal review and to improve product quality, design review and coordination sessions will be held at least on a bi-weekly

basis throughout the design phase between affected City departments and offices and Sound Transit.

- 3.5.2. To ensure the development of the highest quality system, and the most cost-effective resolution of problems, all efforts will be made to identify and resolve major design issues at the earliest possible stage of design development.

3.6. City Review.

The City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other official designated by the City, for review and comment by various, appropriate City departments and offices. Sound Transit shall submit thirty-five (35) complete copies of each plan package. During 2002, the City shall review plans at the 30%-, 60%-, 90%- and 100%-Complete Submittal stages, as defined by this Fourth Supplement. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.

3.7. For Sound Transit performed work:

- 3.7.1. Sound Transit or its consultants shall develop the actual design plans for the Project, except in the case of relocation of City Light facilities.
- 3.7.2. Sound Transit shall involve the City and seek input in the early stages of design development.

3.7.3. Sound Transit shall establish and provide to the City's Designated Representative a target schedule for submittals as soon as such schedule is available.

3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious review of Sound Transit documents. The City Departments shall be notified by the Designated Representative of the anticipated plan submittal dates.

3.7.5. Sound Transit shall provide the City with a complete submittal for the work to be done in each construction contract awarded by Sound Transit. If Sound Transit determines that it cannot or is unlikely to meet its anticipated submittal dates, it shall deliver to the City's Designated Representative Sound Transit's revised submittal schedule as soon as possible after any delay is known or suspected.

3.8. For City performed work:

The following submittal requirements shall apply to design work that the City performs for the Project:

3.8.1. City Light shall develop design plans and specifications for the relocation of its facilities to meet Sound Transit's construction schedule.

3.8.2. The City shall establish and provide to Sound Transit's Designated Representative a target schedule for submittals of City performed designs in conformance with Sound Transit's Project schedule.

3.8.3. The City shall notify Sound Transit's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that

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Sound Transit can plan and coordinate any required interfaces of said documents into the overall contract package for construction.

- 3.8.4. If the City determines that it cannot or is unlikely to meet its anticipated submittal dates, it shall deliver to Sound Transit's Designated Representative the City's revised submittal schedule as soon as possible after any delay is known or suspected.

3.9. Immediate Notice of Incomplete or Inadequate Design Submittals

Each party recognizes that the incompleteness or insufficiency of any submittal may result in additional time and require additional expenditures beyond the budgeted amounts for this Project. To avoid incomplete submittals the Parties agree to the following procedures:

- 3.9.1. The City's Designated Representative or other official designated by the City shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.
- 3.9.2. Sound Transit's Designated Representative or other official designated by Sound Transit shall notify the City immediately if any plan submittal by the City is incomplete or provides insufficient detail for Sound Transit's incorporation of the plan submittal into its contract documents. Any notice provided pursuant to this section shall be in writing and describe in detail the deficiency or insufficiency.

3.10. City Review Schedule.

- 3.10.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty-five (35) Working Days to review the 30%-, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period, the City shall have forty-five (45) Working Days to review the materials and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.10.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.
- 3.10.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer working days than provided for in this Fourth Supplement.

3.11. Resolution of Inconsistencies and Consolidation of City Responses to Design Submittals.

- 3.11.1. The City's Designated Representative, or other official designated by the City, shall resolve any inconsistencies among review comments by City departments and offices regarding the Project's design submittals prior to the review comments being consolidated and transmitted, in writing, to Sound Transit.

3.11.2. The City recognizes that inconsistent review comments usually cause delay, result in added staff time for review, and may result in unnecessary change orders or additional costs to the Project. The City intends to provide consistent review comments. If inconsistent comments are discovered, the City will resolve the inconsistencies immediately upon written notice from Sound Transit. The City will promptly take corrective action to avoid any added costs to Sound Transit as a result of such inconsistencies and avoid providing similar inconsistent comments on future reviews.

3.12. Sound Transit Response to City Review Comments and Resolution of Issues

3.12.1. The City will submit formal written comments consolidated by Seattle Transportation to Sound Transit for each of the 30%-, 60%-, 90%-Complete Submittals within the timeframe specified in Section 3.10. Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. Seattle Transportation shall notify Sound Transit in writing when all outstanding design issues have been resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for possible issuance of the Project

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Construction Permit by Seattle Transportation under the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975).

3.12.2. Sound Transit must submit a one-week advance notice prior to submitting the final 100% - Complete Submittal to Seattle Transportation. Sound Transit will submit six - 1/2 size plan sets for final approval. Seattle Transportation will coordinate a final check of the submittal and will provide written concurrence if the 100% - Complete Submittal has adequately addressed the City comments within 10 Working Days of receiving the six plan sets. When written notice of acceptance is given to Sound Transit, Seattle Transportation will issue the Project Construction Permit within 10 Working Days with applicable permit conditions. The Project Construction Permit cost is based on time and materials, which are reimbursed through this agreement and a final processing/filing fee of \$68.00 for each construction contract.

3.13. DCLU Review and Issuance of Permits

The City and Sound Transit shall have developed and implemented a fast track permit process for DCLU construction and land use approvals. Permit applications to DCLU shall be handled pursuant to the expedited permitting process established by DCLU for handling Sound Transit permit applications.

4.0 PROJECT DESIGN TO MINIMIZE IMPACTS

Certain principles shall be applied by Sound Transit to the greatest extent practicable to achieve certain goals of the City regarding maintenance and operation of the facilities

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 19

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constructed by Sound Transit. These principles are discussed in the following subsections.

4.1. Minimize Impact on City Maintenance and Operation Costs

The Project shall be designed to the greatest extent practical to minimize any increase in City maintenance and operation costs directly caused by the Project. Prior to the issuance of construction permits, Sound Transit and the City shall develop formal agreements, in accordance with overall policy direction established by the Sound Transit Board and the City, to clearly delineate ongoing responsibility for maintenance and operation issues that are likely to be experienced by the City as a direct result of the Project or operation of the resulting light rail system. Such issues and costs include but are not limited to the reconstruction or realignment of any street, sidewalk, bikeway or utility facility or system; the re-timing or other modifications of existing traffic signals; and the installation of new traffic signal, signage, lane markings, street lighting, sidewalk lighting, or pathway lighting within the construction limits of the Project.

4.2. Project Design to Minimize Travel and Access Disruptions

The Project shall be designed to the greatest extent practical to minimize disruptions to City businesses and residents during construction. To achieve that result, Sound Transit and the City shall work cooperatively with representatives of businesses and neighborhoods affected by the Project. The Project, for the entire light rail route within the City, shall also be designed to ensure that:

- 4.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's



construction phase are minimized, either by construction being undertaken at varying times of day, in geographic stages, or through other means;

4.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access to every business and residence adjacent to the Project construction area, and pedestrian access to each such residence at all times and to each such business during its normal business hours, are preserved;

4.2.3. Vehicular access for types of vehicles other than those identified in Subsection 4.2.2 to every residence adjacent to the Project construction area is preserved except when construction requirements necessitate the complete blockage thereof; and

4.2.4. Reasonable prior notice is provided to directly affected property owners, business tenants and neighborhood residents of any loss or change of access to or from their respective properties, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

5.0 REIMBURSEMENTS

5.1. Sound Transit's Maximum Reimbursement Obligation

Sound Transit's maximum funding obligation under this Fourth Supplement for the reimbursable services described in Exhibit 2 shall be \$2,935,977 (which includes the amount of \$332,842 remaining from the First Supplement budgeted for contingency purposes under this Agreement). Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in this section, unless authorization is received from its Board of Directors and upon the execution of new supplement or an amendment of this Fourth Supplement upon such terms and conditions as are approved

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 21

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by the Board. Should estimated costs at any time, for any reason, exceed the amount covered by this Fourth Supplement, the City shall notify Sound Transit without delay.

5.2. Budget

Sound Transit shall reimburse the City for services delivered and work performed under the scope of work of this Fourth Supplement. The amount set forth above and in the detailed budget in Exhibit 3, which is attached to this Fourth Supplement and incorporated herein by reference, reflects the parties' best estimates of the amounts that may be required to accomplish the reimbursable tasks under this Fourth Supplement. Sound Transit and the City recognize that the cost of delivering such services and performing such work have been estimated based on assumptions stated in Exhibit 2 and information from each party, and the parties recognize that the reallocation of effort based on actual needs may be necessary should Sound Transit change planned activities. The City shall endeavor to manage the expenditures of departments and offices engaged in work under this Fourth Supplement so that the maximum obligation of Sound Transit is not exceeded.

5.3. Reimbursement of City Costs.

5.3.1. Principles for Determining Eligible Reimbursable Costs.

The following principles shall be applied to determine what costs are reimbursable by Sound Transit.

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add "essential value" to the Project.
- Tasks and the deliverable or product must be clearly described in writing.

- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).
- Tasks indirectly related to implementing the Link light rail Project may be encouraged/supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements, that the City would normally perform without charge.

5.4. Reallocation of Unexpended Funds

- 5.4.1. Funds not expended during the term of the First Supplement are hereby allocated to a contingency category in the budget of this Fourth Supplement to cover the costs of work resulting from unforeseen circumstances or the cost of additional work requested by Sound Transit for the Project. Reimbursement from this category shall be made upon prior written approval by Sound Transit's Designated Representative and pursuant to the reimbursement provisions of this Fourth Supplement.
- 5.4.2. Funds not expended by Sound Transit during the period of this Fourth Supplement may be reallocated by Sound Transit to additional Central Link Light Rail Project activities in future supplements.

5.5. Approval of Excess Expenditures

Sound Transit and the City agree to the following rules for increases in expenditures:

- A. The City may expend up to the estimated cost of each budget category as shown in Exhibit 3.
- B. As a condition of payment of any costs in excess of any of the budget categories provided in Exhibit 3, written approval shall be requested by the City in a timely fashion, and approval or disapproval shall be provided by Sound Transit in writing. Written approval must be granted before the excess costs are incurred.
- C. If unforeseen circumstances cause the projected total cost to exceed the total cost of any item or category in the budget categories, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- D. Upon receipt of notice from the City regarding unanticipated costs or cost increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) re-adjust the scope of work, or (3) authorize the use of contingency amounts budgeted for this Fourth Supplement. Any expenditures that exceed the maximum amount authorized for this Fourth Supplement shall require further authorization by Sound Transit's Board of Directors.

5.6. Invoicing by City

The City will invoice Sound Transit on a quarterly basis based on actual expenditures. Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City invoice, Sound Transit shall remit the reimbursement for the amount of valid expenditures.

5.7. Reimbursement by Sound Transit

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 24

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Quarterly reimbursements for eligible expenditures under this Fourth Supplement shall be made upon the satisfactory completion of the work. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting requests for reimbursement to Sound Transit in accordance with the procedures in this Subsection and any other applicable regulations provided to the City's Designated Representative. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of its approval of a request for reimbursement of completed work.

All reimbursements shall be made under the following procedures:

- 5.7.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work submitted shall be reasonably certified as acceptable by Sound Transit before final payment.
- 5.7.2. To be entitled to reimbursement for the satisfactory performance of the activities identified in this Agreement, the City must provide documentation of all expenses eligible for reimbursement to Sound Transit as required by this Fourth Supplement or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this Fourth Supplement.
- 5.7.3. The City shall supply to Sound Transit an invoice of costs incurred for the period and progress reports for each department including departmental costs in total and by category and a description of work performed.
- 5.7.4. Invoices shall bear the name and address of the City's Designated Representative, and reference this Fourth Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in

accordance with this Fourth Supplement. Invoices shall be properly completed and accompanied with documentation as required by Sound Transit.

5.8. Addresses for Invoicing and Reimbursement.

- A. To secure payment the City shall submit all invoices, required reports, and documentation to the Designated Representative of Sound Transit at the address provided in or pursuant to Section 2.4.
- B. Reimbursements will be paid directly to the City to the attention of the Designated Representative of the City at the address provided in or pursuant to Section 2.4.

6.0 ADMINISTRATION

6.1. Monitoring and Reporting of Progress

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for the Project. The City shall provide clear, accurate and detailed monthly progress reports to Sound Transit. The City shall work with Sound Transit to further refine its progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's Project control system. The City and Sound Transit shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

6.2. Monitoring and Reporting of Costs

- 6.2.1. The City's Designated Representative, or other designated City official, shall coordinate requests for reimbursements by all City departments and

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offices and will provide cost reports to Sound Transit on a quarterly basis. In addition, Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by City.

6.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements. The City shall inspect all work performed under this Agreement and ensure that payments requested for reimbursement are eligible under this Agreement.

6.3. Reconciliation

Both parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such work cannot be performed within the estimate of compensation and expense reimbursement due for the services delivered and work performed. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts. Notwithstanding the above, if the permit approval work performed by DCLU (for which payment is to be on an hourly rate in lieu of value-based construction permit fees) exceeds the estimated amount, Sound Transit shall pay the additional charges without further negotiations.

DCLU shall report on work performed for each value-based construction permit being reviewed as compared to the estimated amount so that Sound Transit can see trends in costs estimated vs. actual amounts. This shall be done on a construction contract basis.

6.4. Availability of Records.

All project records in support of all costs incurred and actual expenditures kept by the City shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by Sound Transit and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of said records shall be furnished to Sound Transit and/or the Federal government upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Fourth Supplement.

6.5. Audit.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this Fourth Supplement or previous Supplements, or with any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this Fourth Supplement or previous supplements.

6.6. Third Party Contract Administration

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Each party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the party. In no event shall any contract executed by a party be construed as obligating the other party to this Fourth Supplement. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

7.0 DISPUTE RESOLUTION PROCESS

The parties remain committed to resolving issues cooperatively, expeditiously, and at the lowest possible staff level. However, as provided for in the April 20, 1998 MOA, the following is the agreed upon process for dispute resolution:

7.1. General

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Fourth Supplement. The Designated Representatives will communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Fourth Supplement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Fourth Supplement and the resolution of any issues or disputes arising during the term of this Fourth Supplement.

7.2. Notice of Problem or Dispute and Meeting of Designated Representatives

Each Designated Representative will notify the other in writing of any problem or dispute that the Designated Representative believes should be resolved. The Designated Representatives shall meet within three (3) Working Days of receiving the written notice in an attempt to resolve the dispute.

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7.3. Meeting of Directors

In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Executive Director or his/her designee and the Director of Seattle Transportation or his/her designee shall meet within seven (7) Working Days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

7.4. Prerequisites to Litigation

Neither Sound Transit nor the City shall have the right to seek relief under this Fourth Supplement in a court of law until and unless each of the procedural steps specified in Subsections 7.2 and 7.3 have been completed.

8.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS.

8.1. Compliance.

The City agrees to comply with applicable federal funding requirements of which it is specifically informed, in connection with its receipt of funds from Sound Transit to perform certain tasks under the MOA and its supplements.

8.2. Federal Contract Provisions.

The work performed by the City's contractors shall comply with federal contract and funding requirements to the extent the City is notified of federal grant requirements and

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of
Seattle - 30

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to the extent federal funds are utilized by the City under this Fourth Supplement. All contracts entered into by the City shall include such provisions as required by the Federal Transit Administration ("FTA") to be included in third-party contracts.

9.0 EXERCISE OF CITY'S POLICE POWER

Sound Transit recognizes the right vested in the City pursuant to general law to exercise its police power for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this Fourth Supplement shall be construed as precluding the City from exercising such power in connection with Sound Transit's light rail system except as specifically provided in this Fourth Supplement, and then, only to the extent this Fourth Supplement expressly precludes such exercise.

10.0 PRIORITY FOR STATE OF EMERGENCY SITUATIONS

The time period required for performance of services under this Fourth Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the party obligated to perform such services; provided, that the party adversely affected by such condition shall promptly advise the other party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

11.0 LEGAL RELATIONS

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of Seattle - 31

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11.1. Indemnification.

To the extent permitted by law, each party to this Agreement shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions of the indemnifying party. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. In the event that any party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing party. This indemnification shall survive the expiration or earlier termination of this Agreement.

11.2. Venue



In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Fourth Supplement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

11.3. Effective Date.

This Fourth Supplement shall be effective as of April 1, 2002.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Fourth Supplement by having its authorized representative affix his/her name in the appropriate space below:

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT)**

THE CITY OF SEATTLE

(Signature)
Executive Director

(Signature)
Director of Seattle Transportation

Date:
Approved as to form:

Date:
Authorized by Ordinance _____

By:
Sound Transit Legal Counsel
Authorized by Motion M2002-41

Attachments: Exhibit 1 Project Schedule
Exhibit 2 Scope of Work
Exhibit 3 Budget

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Seattle - 34

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STATE OF WASHINGTON)

) ss. (Acknowledgment for The City of Seattle)

COUNTY OF KING)

On this _____ day of _____, 2002, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

(Signature)

(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

STATE OF WASHINGTON)

) ss. (Acknowledgment for Sound Transit)

COUNTY OF KING)

On this _____ day of _____, 2002, before me, personally appeared Joni Earl, to me known to be the Executive Director of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

(Signature)

(Printed or typed name of Notary Public)

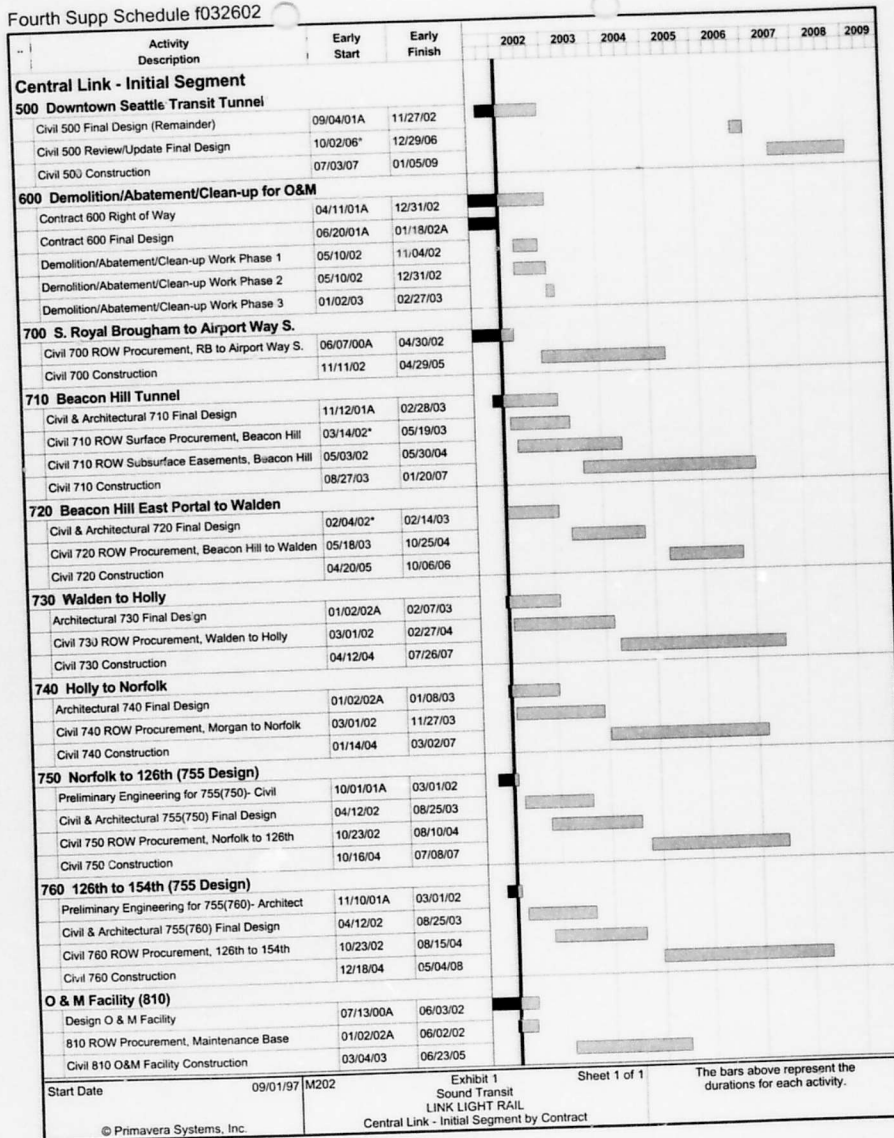
Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

Fourth Supplement to April 20, 1998 MOA Between Sound Transit and City of
Seattle - 35

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Fourth Supp Schedule f032602



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Exhibit 2

**SCOPE OF WORK
FOURTH SUPPLEMENT**

**To the April 20, 1998 MOA for Intergovernmental Cooperation between Sound Transit
and The City of Seattle for the Central Link Light Rail Project**

March 15, 2002

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Introduction

This scope of work describes City tasks and deliverables necessary to facilitate final design and implementation of Sound Transit's Project during the time period of April through December 2002. Under this Fourth Supplement, the City agrees to provide expedited design review, construction assistance, design and construction services to meet the Project schedule summarized in Exhibit 1, the major milestones summarized in Exhibit 2 and under the Deliverables for each City department listed in this Exhibit 2.

Organization. The scope is organized around the three major areas of Public Works, Public Safety, and Business and Community Assistance and Program Management. The first sections address activities for the initial Link light rail line from Convention Place to South 154th bordering the cities of Tukwila and SeaTac. The last page lists activities for North Link.

Budget Estimate Assumptions. City departments and offices have used the following assumptions in estimating the effort required to provide the services requested by Sound Transit and the costs to be incurred by the City and reimbursed by Sound Transit under this Fourth Supplement.

- a) Unless otherwise stated, these estimates are for work to be performed in direct support of the Project.
- b) Unless otherwise stated, these estimates are for work within the City's geographic limits. Sound Transit shall endeavor to notify Seattle Public Utilities and City Light of any activity relating to or affecting any City facility or service south of the City's southern legal boundary.
- c) The City's estimates are based on the parties adhering to the definitions of 30%-, 60%-, and 90%-Complete Submittal as outlined in the Fourth Supplement.

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PUBLIC WORKS

Public Works services will be provided by City departments including Seattle City Light, Seattle Public Utilities, Parks & Recreation Department, Seattle Transportation, and Department of Design, Construction, and Land Use.

Seattle City Light ("City Light")

Scope of Work:

City Light will provide the following primary support services: planning and design for City Light relocations, design support for Link systems requirements, and construction of specific City Light facilities as a result of Link Project impacts. City Light will manage the planning and design of electrical transmission and distribution system relocations along the Link light rail alignment; design temporary and permanent electric service connections for Sound Transit facilities; provide expedited plan reviews and construction assistance; and construct capital projects as described below.

Assumptions:

- To support City Light design, Sound Transit will provide surveyed locations and elevations of existing City Light structures, including profiles of each circuit bottom phase; other structures such as buildings, wire crossings, roads, or light poles in the right-of-way; and topography of the right-of-way showing ground surface elevation. Sound Transit will also provide soils investigation suitable for transmission pole design and copies of Link light rail design documents.
- Along the Martin Luther King Jr. Way corridor, the scope assumes overhead to overhead electrical utility relocation.

Tasks and Activities:

Overall

- Completion of designs for utility facilities for various segments of the Project. Provide procurement assistance. Provide project management through a single point of contact. Coordinate design schedules among City Light's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.

Segment 500, Downtown Seattle Transit Tunnel

Design

- Complete preliminary engineering for revised medium-voltage feeders at International District Station. Coordinate changes to tunnel electrical service equipment with Sound Transit Systems Engineering team.

600, Demolition Operations & Maintenance Facility

Construction

- Disconnect power at buildings to be demolished.



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- Provide Service Representative liaison to notify City Light customers about scheduled outages due to Sound Transit construction.

Procurement Contract P 650, Steel Poles

Construction assistance

- Provide procurement assistance, including review and approval of shop drawings, technical support to resolve bidding and construction questions, and inspection of steel poles, the acceptance or rejection of which shall be in the discretion of City Light.

Segment 700, E-3 Busway

Design

- Complete 100% design of the E-3 Busway transmission 230kV ductbank and vault infrastructure.
- Complete 100% design of electrical distribution relocation for the Operations & Maintenance Facility.
- Complete 100% design of the electrical distribution relocation for South Forest Street elevated structure.
- Coordinate City Light pole bus clearance design along E-3 Busway with Sound Transit and King County Metro.
- Complete 100% design of permanent electric service connections for Sound Transit low-voltage services. Complete 100% design of temporary services for construction activities in the area of the E-3 Busway, South Forest Street and Airport Way. Coordinate with Sound Transit Systems Engineering regarding design.

Construction assistance

- Execute easement agreements with Sound Transit for 230kV ductbank and 230kV aerial line adjacent to the E3 Busway and the 230kV aerial line along the north side of South Forest Street between 8th and Airport Way.
- Assist Sound Transit to establish cost of City Light authorized betterments to aerial 230kV relocation and for 230kV ductbank.
- Provide technical support to Sound Transit to resolve bidding and construction questions for 230kV pole relocation and 230kV ductbank construction.

Construction

- Relocate utility poles on South Forest Street.
- Start construction of the line relocation along Airport Way South in preparation for relocation of 26kV from proposed Operations & Maintenance Facility site.
- Inspect and identify any corrections needed for approval of Sound Transit Civil Facilities Contractor's installation of steel pole at South Stevens and Airport Way and the two bases at Hines St.

Segment 710, Beacon Hill Tunnel

Design

- Complete 60% design for relocation of City Light facilities crossing I-5 at South Forest Street and additional circuit along South Stevens street and I-5 that serves Beacon Hill.
- Complete preliminary design of temporary electric service connections for Sound Transit tunnel boring machine (TBM) at West Portal to construct Beacon Hill Tunnel.



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- Complete preliminary design and provide information to Sound Transit design teams for service locations to Beacon Hill Station and new traffic signal controller. Coordinate with Sound Transit Systems Engineering regarding service design.

Segment 720, 730, 740, Martin Luther King Jr. Way South: Beacon Hill East Portal to Boeing Access Road

Design

- Complete -90% design for electrical and pole distribution overhead to overhead permanent relocations along Martin Luther King Jr. Way South and adjacent/intersecting streets.
- Participate in Urban Design group to coordinate electrical relocation issues.
- Complete preliminary design for Contract 730 and provide information to Sound Transit design teams for service locations to various light rail facilities including traction power substations, passenger stations, and other amenities, new traffic signal controllers, and streetlights. Coordinate with Sound Transit Systems Engineering regarding service design.

Segment 755, Boeing Access Road to South 154th

(Note: Contract 755 is a design contract. The segment is broken into two construction contracts, Contracts 750 and 760.)

Design

- Complete 30% design of electrical distribution system relocations along the Project route from Boeing Access Road to South 154th Street in Tukwila. Specific items include: relocation of overhead to underground distribution line at Boeing Access Road; modification of distribution lines at South 112th Street; and relocation of overhead to overhead distribution line on East Marginal Way.
- Develop preliminary construction cost estimate for required City Light relocations and identify critical procurement milestones.
- Complete 90%-Complete Submittal of transmission line at South 112th Street for pole procurement.
- Complete preliminary design and provide information to Sound Transit design teams for service locations to various light rail facilities including traction power substations, passenger stations, and other amenities, new traffic signal controllers, and streetlights. Coordinate with Sound Transit Systems Engineering regarding service design.

Deliverables:

- | | |
|--|-----------------|
| 1. Completion of design for the following: | Per schedule in |
| - 100% design of E-3 Busway transmission 230kV ductbank and electrical infrastructure for contract 700. | Exhibit 1 |
| - 100% design of electrical distribution relocation for Operations & Maintenance Facility onto Airport Way for Contract 700. | |
| - 100% design of the electrical distribution relocation for South Forest Street elevated structure for Contract 700. | |
| - 60% design for relocation of City Light facilities crossing I-5 at South Forest Street and additional circuit along South Stevens Street and I-5 for Contract 710. | |
| - 100% design for electrical and pole distribution overhead-to-overhead permanent relocation along M. L. King Jr. Way South for Contracts 720, 730 and 740. | |
| - 30% design of electrical transmission and distribution relocations along | |

high rail route from Boeing Access Road to South 154th Street in Tukwila for Contract 755.

- 90% design of transmission line at South 112th Street for Contract 755.

- | | |
|---|--|
| 2. Design review comments identifying electrical service locations for Contracts 500, 700, 710, 730, and 755. Drawings explaining details of service connections as required. | May (700 & 755)
June (730)
July (710)
Sept. (500) |
| 3. Transmittal to Seattle City Council ready-for-approval agreements regarding Sound Transit acquisition of easements for 230kV ductbank and 230kv aerial line adjacent to the E3 Busway and aerial line along South Forest Street. | May 2002 |
| 4. Approval of materials for Contract P650, procurement of steel poles, and for inspection of steel pole installation at Stevens and Airport Way for Contract 700. | 30 days
following
delivery |
| 5. Relocation of poles on South Forest Street for Contract 700 | Aug. 2002 |
| 6. Installation of temporary poles along Airport Way South (25% completion). | Dec. 2002 |

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Seattle Public Utilities ("SPU")

Scope of Work:

SPU will provide expedited plan reviews for utility infrastructure including water, sewer and drainage systems and assist Sound Transit and its consultants with specific utility design, construction and service coordination issues.

Tasks and Activities:

Overall

- Provide timely review of Sound Transit design submittals. Provide project management through a single point of contact. Coordinate design review and construction assistance among SPU's Water Operations, Water Quality, Customer Service, and Water Supply divisions, manage resolution of issues, and serve as liaison to Sound Transit.

Water Operations and Design

Design review

- Timely Review of 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740, and 60%-Complete Submittal for Contract 755 as shown in Exhibit 1 for water operations.

Construction assistance

- Schedule SPU crews for water decommissioning as needed for Contract 600.
- Review Sound Transit contractor submittals as needed for Contract 700 to ensure compliance with City of Seattle Standard Plans and Specifications.

Drainage and Wastewater Operations and Design

Design review

- Timely Review of 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740, and 60%-Complete Submittal for Contract 755 (as shown in Exhibit 1) for drainage and wastewater operations design and grading within City right-of-way.

Construction assistance

- Review Sound Transit contractor submittals for construction erosion, sediment control, and wastewater disposal plans and other submittals as needed for Contracts 600 and 700 to ensure compliance with City of Seattle Standard Plans and Specifications.
- Perform additional tasks as needed as result of value engineering sewer study for M. L. King Jr. Way South.
- Conduct CCTV inspections to identify SPU betterment locations for repairs and rehabilitation of drainage and wastewater facilities. Coordinate identification and negotiation of betterments with Sound Transit. The City of Seattle will pay the costs of betterments including such additional costs of design and engineering and preliminary coordination with ST.



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Mitigation

- Provide design support services for Chief Sealth trail, including drainage design, survey work, and development of contract specifications and estimates.

Real Estate Services

Construction assistance

- Develop agreement for Sound Transit permanent aerial and column easement and temporary construction easement on SPU Water Operations property for Contract 710 and acquisition of SPU parcel at Hanford and Eighth Avenue for Contract 810.
- Provide information to Seattle Transportation about water, sewer and drainage to facilitate street vacation for Project Operations & Maintenance Facility. This task will be completed at no cost to Sound Transit.

Schedule and Deliverables:

- | | |
|--|---|
| 1. Timely and complete SPU comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 and 60%-Complete Submittal for Contract 755 (per attached schedule), fully integrated and consistent with comments from other City departments as coordinated by Seattle Transportation. | Per schedule in Exhibit 1 |
| 2. Timely and complete SPU comments to Seattle Transportation for approval of Sound Transit contractor submittals for construction erosion, sediment control, and stormwater disposal plans and other submittals as needed for Contracts 600 and 700. | 30 days following transmittal |
| 3. Transmittal to Sound Transit special inspection CCTV tape of drainage facilities and summary report. | 30 days following completion of inspection work |
| 4. Completion of survey, comments on 60%-Complete Submittal regarding drainage, and plan specifications and estimate for Chief Sealth bike trail. | Dec. 2002 |
| 5. Transmittal to Seattle City Council ready-for-approval agreement regarding Sound Transit permanent aerial and column easement and temporary construction easement on SPU Water Operations property for Contract 710 and acquisition of SPU parcel at Hanford and Eighth Avenue for Contract 810. | Sept. 2002 |



Parks and Recreation

Scope of Work:

Parks and Recreation will provide expedited plan review and coordination to identify and resolve Parks related issues associated with final design of the Project in the vicinity of the McClellan Station area, Beacon Hill Tunnel, and Martin Luther King Jr. Way South.

Tasks and Activities:

Provide timely review of Sound Transit design submittals. Work with Sound Transit to coordinate with all Project activities affecting Seattle parks properties, facilities, and programs.

Design review

- Timely Review of 60%- and 90%-Complete Submittals for Contract 710 to evaluate possible effects to Parks property (e.g. the East Duwamish Greenbelt that may be used to construct the west portal of the Beacon Hill Tunnel). Review of 60%- and 90%-Complete Submittals for Contract 720 to assess effects to Parks property including portions of the Cheasty Greenbelt above the east portal of the Beacon Hill Tunnel and lower Cheasty Boulevard to be developed in the existing South Winthrop Street right-of-way. Review of 60%- and 90%-Complete Submittals for Contracts 730 and 740 to evaluate possible issues indirectly affecting Parks properties near M. L. King Jr. Way South light rail corridor.

Construction assistance

- Coordinate with property owners regarding Cheasty Boulevard improvements that Sound Transit is designing and constructing for Parks.
- Develop agreement for permanent subsurface easements for Beacon Hill Tunnel and temporary construction easement for cut-and-cover portion of the Beacon Hill Tunnel East Portal.

Schedule and Deliverables:

- | | |
|--|---------------------------|
| 1. Timely and complete Parks comments on 60%- and 90%-Complete Submittals for relevant portions of Contracts 710, 720, 730, and 740 (per attached schedule), fully integrated and consistent with comments from other City departments as coordinated by Seattle Transportation. | Per schedule in Exhibit 1 |
| 2. Transmittal to Seattle City Council ready-for-approval agreements with Sound Transit for permanent subsurface easements for Beacon Hill Tunnel and temporary construction easement for cut-and-cover portion of Beacon Hill Tunnel East Portal. | Sept. 2002 |
| 3. Resolution of access issues with property owners on Cheasty Boulevard. | Sept. 2002 |



Seattle Transportation

Scope of Work:

Seattle Transportation is responsible for Citywide coordination of Sound Transit design review, construction, and permitting including managing citywide review of contract packages, and providing on-site construction and permit coordination for work within City right-of-way related to Contracts 600 and 700.

Tasks and Activities:

Project management

- Provide project management for Citywide coordination of Sound Transit design, Seattle Transportation permitting, and construction work. Provide single point of contact to Sound Transit for resolution of concurrence letters, Case Management Group, project commitment memo, project construction permit and scope issues; coordinate notification of private utilities about relocation; and provide ongoing support to ensure that the City has done whatever it reasonably can to help Sound Transit become permit-ready.
- Provide project management and single point of contact for Seattle Transportation's coordination of Sound Transit design, permitting and construction activity. Facilitate resolution of issues, manage Seattle Transportation staff activity, prepare progress reports, coordinate preparation of department scope and budget proposals and support Sound Transit as otherwise requested.

Design review & support

- Provide timely resolution of City issues and full integration of City comments on all Sound Transit design submittals.
- Timely Review of 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 (per attached schedule) for compliance with City codes. Review small portion of 60%-Complete Submittal for Contract 755 pertaining to quarter mile section within City right-of-way and truck clearance issues associated with Boeing Access Road (per attached schedule).
- Coordinate Citywide design review of 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 and 60%-Complete Submittal for Contract 755 (per attached schedule). This includes coordinating pre-submittal reviews, disseminating contract packages to City reviewers, facilitating reviews to meet Sound Transit schedule requirements, collating and tracking all City review comments, identifying and resolving conflicting City comments, and preparing and delivering one set of internally consistent City comments to Sound Transit within timeframes specified in this Supplement.
- Provide confirmation review of 100%-Complete Submittal for Contracts 500 and 810 to check that City comments on 90%-Complete Submittal have been incorporated.
- Participate in M. L. King Jr. Way Urban Design Task Force meetings to resolve urban design issues and provide letters of concurrence as needed.
- Prepare for and participate in meetings with Sound Transit staff as requested to resolve design and permitting issues. Provide necessary follow-up activity for resolution of issues. Work with Sound Transit to effectively document agreement on resolution of issues.



- Review and comment on technical memos, reports or plan sheets as requested by Sound Transit.
- Manage the City design team working on the Chief Sealth Trail Design and coordinate design activity with Sound Transit.

Construction assistance

- Finalize project construction permit for Contract 700
- Review light rail construction traffic control plans for Contracts 600, 700, and 810 to assure compliance with City codes and ordinances.
- Develop agreement for transfer of certain Sound Transit real property and street improvements along M. L. King Jr. Way South to the City.
- Staff Case Management Group in conjunction with DCLU and Sound Transit to review site-specific development issues of impacted property owners and expedite responses or permits as needed.
- Provide construction support as needed for Contracts 600 and 700. Coordinate City review of contractor submittals and resolution of issues as they arise.

Mitigation

- Prepare 30%- and 60%-Complete Submittals for a mutually agreed upon portion of the Chief Sealth bike trail serving Rainier Valley to coordinate with Sound Transit light rail design in that vicinity.
- Coordinate with Sound Transit as they lead negotiations with property owners on the west side of M. L. King Jr. Way South between South Trenton and South Henderson Streets to acquire additional right-of-way needed for the Project. The City will have lead responsibility for acquisition of right-of-way needed for the bike trail. The parties may choose to conduct joint appraisals; however, each party will be responsible for their share of the appraisal fee and each party shall be responsible for the proportionate share of the acquisition cost of the property that each needs.

Schedule and Deliverables:

- | | |
|---|--|
| 1. Timely resolution of City issues as they arise during design phases for Contracts 500, 710, 720, 730, 740, and 755 and signed letters of concurrence as needed. | As required |
| 2. Timely, fully integrated and consistent City comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 and 60%-Complete Submittal for Contract 755 (per attached schedule). | Per schedule in Exhibit 1;
35 days, 45 days if more than one plan package |
| 3. Approval of 100%-Complete Submittal for Contracts 500 and 810. | Per schedule in Exhibit 1 |
| 4. Signed letters of concurrence on resolution of urban design issues as needed through participation in M. L. King Jr. Way Urban Design Task Force. | As required |

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| 5. Issuance of project construction permit for Contract 700. | April 2002 |
| 6. Approval of light rail construction traffic control plans for Contracts 600 and 700. | As required during construction |
| 7. Transmittal to Seattle City Council ready-for-approval agreement for transfer of Sound Transit real property and street improvements along M. L. King Jr. Way South to the City of Seattle. | June 2002 |
| 8. Timely resolution of impacted property owner issues and expedited permits as needed through participation in Case Management Group. | Ongoing assistance, monthly reports |
| 9. 30%- and 60%-Complete Submittals for a portion of the Chief Sealth bike trail serving Rainier Valley as mutually agreed upon between Sound Transit and the City. | 30% Sept 2002
60% Dec. 2002 |
| 10. Timely resolution of City issues as they arise at construction sites for Contracts 600 and 700. | Ongoing assistance |

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Department of Design, Construction and Land Use ("DCLU")

Scope of Work:

DCLU is responsible for conducting plan and design review; issuing land use, building, electrical, and noise-related permits that are critical to construction of the Project; and performing inspections during construction. DCLU will provide coordination services and expedited review to facilitate issuance of permits needed by Sound Transit as well as help impacted businesses obtain permits for relocation or changes at existing locations due to the Project.

Assumptions:

Sound Transit will pay the standard permitting fees which will not exceed the hourly rate set in the DCLU Fee Ordinance, except with respect to facilities not in the right-of-way such as the Operations & Maintenance Facility (for which a value-based permit fee shall be charged, based on the square foot values set forth in the most current Building Standards publication or as otherwise noted in the Permitting Manual). Sound Transit shall pay fees for other types of permits according to the DCLU Fee Ordinance, including but not limited to the following. The fees for these permits are not a part of the funding described in this agreement. In all cases, services will be paid for either through DCLU fee ordinance or pursuant to this agreement, but not both.

- Certain building permits—such as connections from stations to existing buildings, commercial tenants within the stations, and shoring of adjacent existing buildings
- Electrical permits
- Land use permits
- Noise-related permits

DCLU Staff Assignment

The parties will work together to develop a concurrency memo covering designated staff assignments in connection with the Project. This concurrency memo will become part of the Permitting Manual.

Tasks and Activities:

Expedited Permit Processing

DCLU staff responsible for permits and approvals for the Project will work with Sound Transit to identify ways of expediting the permit process for the Project. Regarding the Master Use Permit processes, at a minimum, DCLU will endeavor to meet the following timeliness goals:

- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications;
- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process; and
- issue a MUP decision within four months after the City required public comment period has expired.

Project management

- Participate in joint City/Sound Transit committees to coordinate construction efforts, including Fire Life Safety Committee, Utilities and Construction Committee, and Permit Management Work Group.



Design review

- Timely Review of 60%- and 90%-Complete Submittals with Contracts 500, 710, 720, 730, and 740 (per attached schedule) for compliance with all applicable current City codes including but not limited to: Uniform Building and Mechanical Codes, Land Use Code, ADA requirements, site drainage, grading, environmental, critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail. Advise Seattle Transportation on structural and geotechnical issues as needed.
- Staff Seattle Light Rail Review Panel (LRRP) to provide timely and streamlined review of architecture and urban design drawings, including landscape architecture and art for 60%- and 90%-Complete Submittals with Contracts 500, 710, 720, 730, and 740 (per attached schedule). Provide consolidated comments on behalf of three City commissions: Design, Planning, and Arts.
- Serve on the M. L. King Jr. Way Urban Design Task Force, participate in meetings, help facilitate creative and cost effective resolution of urban design issues, and provide letters of concurrence as needed.

Construction assistance

- Work with Sound Transit to develop a Permitting Manual, to be jointly approved by the Sound Transit and City designated representatives, to help Sound Transit and City staff clarify and apply the permit process, identify which permits are necessary under various circumstances, and describe what is required for permit application submittals. Hold training session for Sound Transit line segment managers and City staff to explain permit process and procedures and review contents of Permitting Manual.
- Provide coordinated review of all Sound Transit land use permit applications. Facilitate resolution of permit issues with other City departments as needed. Assist Sound Transit with permit submittals to ensure applications are complete and issuance of permits is expedited.
- Provide business and community assistance through the Case Management Group and respond to impacted property owners who directly contact the DCLU office. Staff Case Management Group in conjunction with Seattle Transportation and Sound Transit to review site-specific development issues of impacted property owners. Provide expedited responses and permits as needed for impacted property owners staying and those relocating within the neighborhood or to another site within the City.
- Facilitate resolution of noise issues or other construction related issues that may arise with start of construction on Contracts 600 and 710.

Schedule and Deliverables:

- | | |
|--|--|
| 1. Timely and complete DCLU comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 (per attached schedule), fully integrated and consistent with comments from other City departments as coordinated by Seattle Transportation | Per schedule in Exhibit 1 |
| 2. Timely and responsive LRRP comments on 60%- and 90%-Complete Submittal for Contracts 500, 710, 720, 730, and 740 to be integrated with City comments when possible, or included as separate comments with Citywide response. Meeting notes and actions from LRRP meetings and | Per schedule in Exhibit 1, Meeting notes 30 days following |



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special reports as needed.

LLRP meetings

- | | |
|---|--|
| 3. Signed letters of concurrence on resolution of urban design issues as needed through participation in M. L. King Jr. Way Urban Design Task Force. | As required |
| 4. Development of Permitting Manual and training session held for Sound Transit line segment managers and City staff to explain permit process and procedures. | April 2002 |
| 5. Timely publication of decisions for the following estimated permits, pending completion of submittals from Sound Transit: | In time for: |
| - 7 master use permits and 2 building demolition permits for Contract 600. (Sound Transit's Notice to Proceed is scheduled to be issued in May 2002.) | Contract 600 |
| - 1 to 2 master use permits and 1 project construction permit for Contract 700. (Sound Transit's Notice to Proceed is scheduled to be issued in November 2002.) | Contract 700 |
| - Substantial progress toward 1 master use permit, 1 building permit, and 1 electrical permit for Contract 810 consistent with schedule in Exhibit 1. (Sound Transit's Notice to Proceed is scheduled to be issued in March 2003.) | Contract 810 |
| 6. Timely resolution of issues of persons or entities impacted by the Project and expedited permits as needed through participation in the Case Management Group and responses to persons or entities impacted by the Project who directly contact the DCLU office. | Ongoing assistance,
Monthly reports |

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PUBLIC SAFETY

Public Safety services will be provided by the City's Fire and Police Departments.

Seattle Fire Department

Scope of Work:

The Seattle Fire Department will review Sound Transit plans, participate in Fire Life Safety Committee, and prepare a Beacon Hill Tunnel construction rescue proposal to support the design and construction of a safe Link light rail system that meets Seattle Fire Code requirements.

Tasks and Activities:

Design review

- Timely Review of 60%- and 90%-Complete Submittals with Contracts 500, 710, 720, 730, and 740 (per attached schedule) and 100%-Complete Submittal with Contract 810 for compliance with Seattle Fire Code and related Building Code requirements. Provide written concurrence on design submittals where such concurrence is appropriate.

Construction assistance

- Perform technical reviews of fire protection system design and shop drawings with Contracts 700 and 810 for conformance with nationally recognized standards, equipment listings, and sound engineering principles.
- Complete tunnel construction rescue proposal for Sound Transit consideration for Beacon Hill Tunnel and Station so that it will comply with applicable Washington State and City code requirements.
- Assist with developing water pressure and hydraulic information, including conducting hydrant flow tests for Contracts 700, 710, 720 and 810 as needed and if approval is warranted, approve plans for placement of fire hydrants and stand-pipes.
- Participate in development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- Review specialty reports as needed for impacts on fire safety and suppression.
- Participate on Fire Life Safety Committee and other Sound Transit coordination meetings as needed.

Schedule and Deliverables:

1. Timely and complete comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 and 100%-Complete Submittal for Contract 810 (per attached schedule), fully integrated and consistent with comment from other City departments as coordinated by Seattle Transportation. Per schedule in Exhibit 1



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- | | |
|---|-----------------------------------|
| 2. Approval of fire protection system design and shop drawings with Contracts 700 and 810 for conformance with nationally recognized standards, equipment listings, and sound engineering principles. | As required |
| 3. Tunnel Construction Rescue proposal for Sound Transit consideration for Beacon Hill Tunnel and Station. | June 2002 |
| 4. Approval of plans for placement of fire hydrants and stand-pipes for contracts 710, 720 and 810. | May (810), Oct. (710), Nov. (720) |
| 5. Progress reports about key issues and/or opportunities to influence national standards through participation in NFPA 130 Technical Committee on Fixed Guideway Transit Systems. | As part of Monthly reports |
| 6. Signed letters of concurrence as needed regarding resolution of issues. | As required |

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Seattle Police Department

Scope of Work:

The Seattle Police Department will review Sound Transit plans, participate in Fire Life Safety Committee, and advise Sound Transit's development of security plans during construction and for operations. Seattle Police will also provide worksite traffic control at construction intersections.

Tasks and Activities:

Design review

- Timely Review of 60%- and 90%-Complete Submittal for Contracts 500, 710, 720, 730, and 740 (per attached schedule) for impact upon vehicular and pedestrian traffic flow. Provide written concurrence on design submittal where such concurrence is appropriate.

Construction assistance

- Timely Review of Project construction worksite traffic control plans for Contracts 600, 700, and 810 to determine compliance with City codes and ordinances and if such compliance is evident, approve such plans.
- Participate on Fire Life Safety Committee and other Sound Transit coordination meetings as needed.
- Assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs with Project construction and future operation of services.
- Provide police traffic control to assure safety at Airport Way and Lander intersection for construction under Contracts 600 and 700 as needed.

Schedule and Deliverables:

- | | |
|---|---------------------------------|
| 1. Timely and complete comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 (per attached schedule), fully integrated and consistent with comment from other City departments as coordinated by Seattle Transportation. | Per schedule in Exhibit 1 |
| 2. Review, and where appropriate, approval, in conjunction with Seattle Transportation, of Project construction worksite traffic control plans for Contracts 600 and 700. | 60 days after NTP for contracts |
| 3. Signed letters of concurrence as needed regarding resolution of issues. | As required |
| 4. Provision of police traffic control to assure safety at Airport Way and Lander intersection for construction under Contracts 600 and 700 as needed. | As required |

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BUSINESS AND COMMUNITY ASSISTANCE AND PROGRAM MANAGEMENT

The Strategic Planning Office, Office of Economic Development, and other City administrative units, as needed, shall coordinate closely with Sound Transit to manage Citywide activities to support Project final design and implementation, administer financial and reporting details of this Supplement, and provide business and community assistance.

Strategic Planning Office (SPO)

Scope of Work:

SPO will manage all City efforts conducted under this Supplement, coordinate resolution of Project policy issues, manage monthly report and financing, and provide technical assistance (e.g., traffic modeling) as needed.

Tasks and Activities:

- Timely Review of 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 (per attached schedule) for consistency with City adopted station area planning policy.
- Coordinate with Sound Transit staff to resolve strategic planning issues, such as pedestrian and bicycle improvements and mitigation measures to facilitate final design and implementation of the Project.
- Manage resolution of policy issues to ensure that the City has done whatever it reasonably can to help Sound Transit become permit-ready. Provide liaison with Mayor's Office to facilitate decision-making and expedite resolution of such policy issues.
- Track, in coordination with Seattle Transportation, City/Sound Transit mitigation commitments and resolution of issues through Project agreements and letters of concurrence. Provide weekly written status reports to show progress toward issuance of Project construction permits.
- Manage City budget and administer monthly reporting, quarterly invoicing, and other financial accounting responsibilities for City activities related to this Supplement.

Schedule and Deliverables:

- | | |
|--|---------------------------|
| 1. Timely and complete comments on 60%- and 90%-Complete Submittals for Contracts 500, 710, 720, 730, and 740 (per attached schedule), fully integrated and consistent with comments from other City departments as coordinated by Seattle Transportation. | Per schedule in Exhibit 1 |
| 2. Timely resolution of Project strategic planning and policy issues as needed. | As required. |
| 3. Weekly status reports of progress on mitigation commitments and resolution of Project issues | Weekly reports |



4. Timely monthly reports of City reimbursable tasks and quarterly invoices related to this Supplement.

Monthly reports,
Quarterly
invoices

Office of Economic Development ("OED")

Scope of Work:

OED will work with Sound Transit to implement a business assistance program that helps those businesses that will be displaced or otherwise impacted by construction of Sound Transit's Project. The goals of the business assistance program are (i) to aid displaced businesses in successfully relocating within the City of Seattle and (ii) to help impacted (but non-dislocated) businesses in remaining viable during construction.

Tasks and Activities:

Overall

- Work with Sound Transit staff to devise effective strategies for assisting impacted businesses that complement Sound Transit's property acquisition and relocation program and construction impacts mitigation program.
- Coordinate delivery of OED business assistance services with Sound Transit's acquisition and relocation staff, its construction impacts mitigation staff, DCLU's expedited permitting staff, the Community Development Fund (CDF) staff, and King County Business Relocation Task Force.

Resources and program development

- Identify potential non-Sound Transit resources available for impacted businesses. Develop and maintain a manual for businesses describing available resources for funding and technical assistance, including step-by-step instructions for accessing funding, application criteria, contact names, and timing for submission.
- Plan and execute training session to inform Sound Transit real estate and other project management staff about other funding and technical assistance resources available for impacted businesses.
- Convene meetings with small business assistance organizations, banks, and CDF staff to share information about impacted businesses, discuss how to maximize the use of City of Seattle, Sound Transit, and community resources for impacted businesses, identify appropriate resources, and coordinate delivery of services.

Technical assistance for relocated businesses

- Plan and execute introductory business assistance workshop(s) for impacted businesses, with four to five topical business assistance workshops that build on introductory workshop.
 - The format of the introductory workshop will include an update from Sound Transit staff about the Project, information about the CDF and other non-Sound Transit resources available as described in the Manual, and an overview of what financial details businesses will need to access community resources. Provide business owners with an opportunity to meet with community resources staff.
 - Topical workshops may include Creating and Maintaining Financial Statements, Business Planning When Relocating, Marketing to Succeed After Relocating, and Successful Loan Application Preparation.
 - The timing of the topical workshop(s) will follow Sound Transit's notification to impacted property owners. One to two introductory workshops will be held in Spring/Summer 2002.

- OED will organize, promote, and prepare materials for the workshops and coordinate participation of the community resource providers.
- Provide personalized technical assistance to impacted businesses that contact OED, refer them to the appropriate resources, and follow up requests for information.
 - An estimated 5 businesses on Beacon Hill and 65 businesses in the Rainier Valley will need to relocate
 - An estimated 200 or more businesses in the Rainier Valley may be impacted by construction and may seek assistance for those impacts.
 - One-on-one technical assistance will include help to identify and access appropriate community resources, prepare financial statements, assess eligibility and apply for Community Development Fund products, and develop business plans in light of potential temporary reduced revenue and/or increased operating costs with relocation. Services provided shall be culturally sensitive and individually tailored to address the needs of each impacted business owner.
 - Sound Transit staff will initiate contact with impacted businesses and refer interested businesses to OED.
- Community Development Fund Technical Assistance
 - Assist businesses to assess eligibility for CDF financial products.
 - Assist businesses to develop and assemble required documentation to apply to the CDF. This information could include business plan elements, projected financial statements, personal financial statements, personal tax returns, business financial statements, business tax returns, and information regarding current and future leases.
 - Assist businesses with completion of application packet and communication with CDF staff/credit committee.
 - The CDF will reimburse Sound Transit for 1.0 FTE to provide these services.

Relocation site identification and development

- In assisting Sound Transit's efforts to help displaced businesses successfully relocate, OED shall:
 - Follow-up Sound Transit initial interviews with businesses to identify business needs and preferences for relocation that will inform developers if opportunity exists.
 - Work with interested businesses to identify business needs and preferences for co-location options.
 - Help interested businesses prepare for discussions with developers by educating them about what information they need and about the process of working with developers.
 - Support Sound Transit's efforts to connect groups of interested businesses such as VABDOSS with developers, as needed. Sound Transit will take the lead on identifying potential replacement sites and interested developers.
 - Identify appropriate resources to help finance development projects to accommodate groups of relocated businesses.
 - Perform the above services with groups such as the Vietnamese American Business Development of Southeast Seattle (VABDOSS) to identify and help address collective needs of business groups.

Schedule and Deliverables:

- | | |
|---|---------------------------------------|
| 1. Development and maintenance of a manual for impacted businesses about non-Sound Transit resources for funding and technical assistance. Information will be user-friendly, easily translated into other languages, and readily integrated into Sound Transit's business relocation resource guide. | April 2002,
ongoing
maintenance |
|---|---------------------------------------|

- | | |
|---|--|
| 2. Training session held to inform Sound Transit staff about other funding and technical assistance resources available for impacted businesses. | April 2002 |
| 3. Quarterly meetings with small business assistance organizations, banks, CDF staff, and other stakeholders held to identify "best use" of community resources for impacted businesses and improve coordination of services. | April, July, Oct. 2002 |
| 4. One to two introductory business assistance workshops held to inform impacted businesses about resources available and provide basic financial statement training. | April, June 2002 |
| 5. Four to five topical business assistance workshops held to help impacted businesses with Creating and Maintaining Financial Statements, Business Planning When Relocating, Marketing to Succeed After Relocating, and Successful Loan Application Preparation. | To be determined between May - Oct. 2002 |
| 6. Provision of quality one-on-one technical assistance to impacted businesses. Documentation regarding the number of impacted businesses served and monthly reports to Sound Transit. | Ongoing assistance, Monthly reports |
| 7. Documentation of relocation assistance provided, including information gathered from business and VABDOSS interviews about needs and preferences for relocation; notes from meetings and/or materials developed to help interested businesses prepare for discussions with developers; and identification of appropriate resources for financing development projects to accommodate groups of relocated businesses. | Ongoing assistance, Monthly reports |
| 8. Timely resolution of impacted property owner issues as needed through participation in the Case Management Group and responses to impacted property owners who directly contact OED. | Ongoing assistance, Monthly reports |



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NORTH LINK

Scope of Work:

City departments, including City Light, SPU, Parks, Seattle Transportation, DCLU, Police, Fire, as well as the Strategic Planning Office, will provide a technical review of North Link light rail route and station alternatives and respond to requests for information to support development of the North Link Supplemental Environmental Impact Statement (SEIS).

Assumptions:

- Activities such as review of Environmental Impact Statements (EIS) and provision of technical information that the City normally performs for and delivers to other government and private entities at no cost will not be reimbursable tasks under this Supplement.
- Sound Transit will manage a \$50,000 fund to reimburse the City for North Link related activities to support the Project. In order to be reimbursed for North Link tasks and deliverables, City departments will submit requests to the Strategic Planning Office, which will in turn obtain written pre-authorization from Sound Transit.

Tasks and Activities:

- Develop 2015 and 2030 growth factors, using its EMME/2 traffic model, for traffic analysis in the North Link Supplemental Environmental Impact Statement. Growth factors will be required for all intersections selected by Sound Transit and the City for LOS analysis.
- Provide a technical review of the North Link light rail route and station alternatives through participation in one half-day session. Produce a summary report that identifies potential City impact concerns and coordination issues with the North Link alternatives under study.
- Respond to requests for information to support the development of the North Link SEIS and conceptual design of route and station alternatives as requested by Sound Transit.

Schedule and Deliverables:

- | | |
|--|-------------|
| 1. Traffic analysis 2015 and 2030 growth factors for the North Link Supplemental Environmental Impact Statement. | April 2002 |
| 2. Summary report from North Link technical review session. | April 2002 |
| 3. Provision of technical support as requested by Sound Transit. | As required |

Budget:

Traffic analysis	not to exceed \$5,000
Technical review	not to exceed \$10,000
Other technical support	not to exceed \$35,000
TOTAL	\$50,000



**Fourth Supplement
Combined Budget**

Exhibit 3

<i>Budget by Category</i>	<i>SPO</i>	<i>DCLU</i>	<i>SEATLAN</i>	<i>OED</i>	<i>Parks</i>	<i>SPU</i>	<i>SCL</i>	<i>Police</i>	<i>Fire</i>	<i>North Link</i>	<i>Total</i>	<i>Revised Total (excluding mitigation, design and construction)</i>
Link Initial Segment												
Project management	86,697		34,400			25,041			8,100		154,238	154,238
Design review		76,172	269,500		12,870	180,352	125,000	26,400	30,907		721,201	721,201
Construction assistance	64,903	107,389	188,000	151,870	7,350	72,000		33,200	36,907		661,619	661,619
Mitigation (Chief Sealth Bike Trail)			106,885			43,115					150,000	
Design							483,043				483,043	
Construction							383,034				383,034	
Estimated Total - Link Initial Segment	151,600	183,561	598,785	151,870	20,220	320,508	991,077	59,600	75,914		2,553,135	1,537,058
North Link										50,000	50,000	
	151,600	183,561	598,785	151,870	20,220	320,508	991,077	59,600	75,914	50,000	2,603,135	1,537,058

332,842

Contingency Funds Available Through the First Supplement

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omp\rtal\ST Agreements\Fourth Supplement\Prep docs\Exhibit 3 - budget categories

4/18/2003

Jon Layzer/MSL
5/4/03
Extension to Fourth Supplement to MOA with Sound Transit
Version #8

Fiscal Note

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Transportation	Jon Layzer/684-8084	Susan Cole/684-8894

Legislation Title:

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing the amendment of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project;" and authorizing the acceptance of funds from Sound Transit.

Summary of the Legislation:

This legislation relates to extension of the Fourth Supplement to the City's agreement with Sound Transit, providing for the reimbursement of the City's effort for design review, utility design, permitting, and construction activities relating to the Central Link Light Rail Transit Project. This extension allows the City to continue receiving reimbursement for ongoing work until new long-term agreements are in place - estimated in July or August of 2003.

Appropriations (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
TOTAL				

* This is line of business for operating budgets, and program or project for capital improvements

Notes: No new appropriation is requested. All work in the Fourth Supplement is to be carried out with existing appropriations.

Expenditures (in \$1,000's):

Under the Fourth Supplement, most expenses and reimbursement are managed through a single appropriation in Seattle Transportation. For Seattle City Light, however, work under the Fourth Supplement is being carried out under an existing CIP project; starting in January 2003, Seattle Public Utilities has similarly carried out its Fourth Supplement work under existing CIP projects; all other continuing work will be carried out under the existing appropriation in Seattle Transportation. Seattle Transportation and Department of Finance staff will review and amend this approach for long-term funding agreements to be developed later in 2003. Expenditure estimates for January - August 2003 are shown in the chart below.

Jon Layzer/MSL
5/4/03
Extension to Fourth Supplement to MOA with Sound Transit
Version #8

Expenditures (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Expenditures	2004 Anticipated Expenditures
SCLF	Seattle City Light	SCL - CIP Project #8204	\$1,785.4	
DWF, DWF, WF	Seattle Public Utilities	SPU - CIP Projects #C33NW328, C33NW209, C1NW005	\$ 405.5	
Transportation Operating Subfund (10310)	Seattle Transportation	Transportation Policy & Planning (18310)	\$1,207.6	
TOTAL			\$3,398.5	

* This is line of business for operating budgets, and program or project for capital improvements

Notes:

Estimated expenditures by department to be carried out under the Transportation Operating Subfund are summarized in the chart below.

DEPARTMENT	2003
Department of Parks & Recreation	13,182
Seattle Transportation	809,741
Design, Construction & Land Use	136,000
Fire Department	181,820
Seattle Police Department	45,354
Office of Economic Development	21,536
TOTAL	\$ 1,207,633

Anticipated Revenue/Reimbursement (in \$1,000's): All expenses incurred pursuant to the Fourth Supplement will be reimbursed by Sound Transit.

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
SCLF	Seattle City Light	Sound Transit	\$1,785.4	
DWF, DWF, WF	Seattle Public Utilities	Sound Transit	\$ 405.5	
Transportation Operating Subfund (10310)	Seattle Transportation	Sound Transit	\$1,207.6	
TOTAL			\$3,398.5	



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**Total Permanent Positions Created Or Abrogated Through Legislation, Including FTE Impact;
Estimated FTE Impact for Temporary Positions:**

No changes to position authority are proposed.

Do positions sunset in the future? (If yes, identify sunset date):

All positions created in response to Sound Transit funding will continue only while funded by Sound Transit and will be abrogated or explicitly converted to other funding sources as soon as the Sound Transit funding ceases. Staff anticipate that additional positions supported by Sound Transit funding will be created in conjunction with upcoming long-term agreements.

Background (Include brief description which states the purpose and context of legislation and include record of previous legislation and funding history, if applicable):

The City has entered into a series of agreements with Sound Transit beginning with an initial Memorandum of Agreement in April of 1998 (Ordinance 118927). That agreement provided \$2.5 million for station area planning and implementation to be fully reimbursed by Sound Transit. The First Supplement to the MOA was executed in October of 1999 (Ordinance 119514). It provided \$4.9 million for design review and permitting, also to be fully reimbursed by Sound Transit.

The Second Supplement (Ordinance 120120) was to cover 2001 and 2002 activities and was developed in conjunction with the 2001/2002 City budget. It was approved by the City Council but not by the Sound Transit Board, due to significant changes in the Sound Transit budget and workplan. Thus the Second Supplement was never executed. The City used unexpended funds from the previous two agreements to continue to support a reduced demand for services from Sound Transit. In the absence of execution of the Second Supplement, Ordinance 120277 was passed by the City Council in February of 2001. It reallocated \$1.7 million of unspent funds from prior agreements among departments for interim funding until a new agreement could be negotiated.

The Third Supplement was approved by the City Council on May 14, 2001 and was intended to provide a reduced level of funding for City services to Sound Transit while the agency reevaluated its project and budget. That agreement was for \$1.6 million and was executed on June 8, 2001 (Ordinance 120363). Due to a lower than expected demand for services, the City was able to extend funding from the Third Supplement through March of 2002. The extended timeline was authorized through another interim spending plan, which was authorized by the City Council in December of 2001 (Ordinance 120698). Additionally, Ordinance 120698 redistributed budget authority that remained from the Third Supplement in accordance with a spending plan that was agreed to by the participating departments. This spending plan continued to support City activities through the first quarter of 2002. Sound Transit authorized continued use of unspent funds still available under the Third Supplement through a letter of approval, which use was specifically allowed in Section IV.C. of the First Supplement.

The Fourth Supplement was approved on April 22, 2002 (Ordinance 120784), providing for the continuation of the City's partnership with Sound Transit. The Fourth Supplement has been

administered using the same method as approved through the First Supplement, which involved the use of a single point of contact for performance reporting and invoicing system. Seattle Transportation has coordinated reimbursements for all departments, providing quarterly invoices and monthly progress reports to Sound Transit, and developing interdepartmental agreements with the participating departments outlining tracking and reporting procedures. Seattle Transportation has managed the general project budget and ensured that participating department costs are within budget and match the scope of the agreement.

On August 12, 2002, the City Council passed Ordinance 120883, creating an additional "contingency" of \$332,842 for work effort under the Fourth Supplement. This amount represented a portion of the unspent funds from the First and Third Supplements. Creation of appropriation authority for this "contingency" amount allowed Sound Transit to authorize, in writing, additional work to be done by the City beyond the specified scope of the Fourth Supplement.

City staff are currently working with Sound Transit to clarify the scope, schedule, and budget for City services through the completion of the Central Link Light Rail Initial Segment construction in 2009. A series of funding and reimbursement agreements are currently being negotiated with Sound Transit; some of these agreements will require Council approval, and some are administrative in nature. The current action will support the extension of the Fourth Supplement until these agreements are in place.

The financial cost of not implementing the legislation (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

Without this legislation, some or all of the financial cost associated with the legislation could be incurred by City departments without authority to seek reimbursement from Sound Transit.

Possible alternatives to the legislation which could achieve the same or similar objectives (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):

No reasonable alternatives have been identified.

Is the legislation subject to public hearing requirements (If yes, what public hearings have been held to date):

No.

Other Issues (including long-term implications of the legislation):

FOR CAPITAL PROJECTS ONLY – Not applicable



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 20, 2003

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

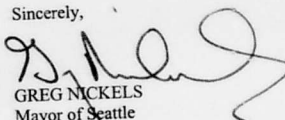
The attached ordinance amends the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project."

This legislation authorizes Sound Transit to reimburse the City for services provided to Sound Transit in the areas of project management, design review, mitigation, facility design, and construction. It also extends the Fourth Supplement through December 31, 2003, and authorizes the Director of Transportation to amend the Scope of Work attached to the Fourth Supplement to accommodate changes in Sound Transit's planned activities.

Design work is substantially complete for the initial segment of light rail between downtown Seattle and South 154th Street near SeaTac airport. Site preparation for the future light rail maintenance base site is substantially complete, and other utility relocation and pre-construction activities are underway in south downtown and on Beacon Hill. Sound Transit has initiated the permitting process for many segments of the project, and expects to formally break ground in July. City services to Sound Transit are now focused primarily on final design review, permitting, and construction-related activities. Continued funding from Sound Transit for City services in support of the project is vital, both to keep the project on track and to ensure that the project provides maximum benefit to the City and its residents.

Thank you for your consideration of this legislation. Should you have questions please contact Jon Layzer at 684-8084.

Sincerely,


GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: mayors.office@ci.seattle.wa.us
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

ORDINANCE

1
2
3 AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound
4 Transit"); authorizing the amendment of the "Fourth Supplement to MOA for
5 Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional
6 Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail
7 Project;" and authorizing the acceptance of funds from Sound Transit.

8
9 WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a
10 Memorandum of Agreement for Intergovernmental Cooperation with Sound Transit
11 regarding Light Rail Development ("MOA"); and

12
13 WHEREAS, on October 25, 1999, pursuant to Ordinance 119514, the City executed an
14 agreement with Sound Transit entitled "First Supplement to Memorandum of Agreement
15 For Intergovernmental Cooperation for the Central Link Light Rail Transit Project"
16 ("First Supplement"); and

17
18 WHEREAS, On October 9, 2000, Ordinance 120120 authorized the Director of the Strategic
19 Planning Office to execute an agreement with Sound Transit entitled "Second
20 Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for
21 the Central Link Light Rail Transit Project" ("Second Supplement"), in recognition of
22 Sound Transit's request to continue City staff involvement with respect to not only the
23 design process but also the commencement of construction activities for the Central Link
24 Project; and

25
26 WHEREAS, due to changes in Sound Transit's budget and schedule, Sound Transit did not
27 execute the Second Supplement authorized by Ordinance 120120; and

28
29 WHEREAS, On May 14, 2001, Ordinance 120363 authorized the execution of the "Third
30 Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the
31 Central Link Light Rail Transit Project;" and

32
33 WHEREAS, On April 22, 2002, Ordinance 120784 authorized execution of the "Fourth
34 Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between
35 Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle
36 for the Central Link Light Rail Transit Project" ("Fourth Supplement"); and

37
38 WHEREAS, Sound Transit has requested continued City staff involvement in the design process,
39 permitting process, and commencement of construction activities for the Central Link
40 Project, and has agreed to reimburse the City for its expenses incurred in connection with

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Jon Layzer/jl
4th Supp Ext v7
April 17, 2003
version 7a

such work, all as contemplated in the previously approved Fourth Supplement; NOW,
THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Transportation and recommended by the Mayor, the Director of Transportation or her designee is hereby authorized to execute, for and on behalf of the City of Seattle, an amendment to the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project" effective April 1, 2002 ("Fourth Supplement") (attached as Exhibit A) providing for Sound Transit to reimburse the City for services provided in support of the light rail project, as follows: Such amendment may extend the term of the Fourth Supplement through December 31, 2003. In recognition that the array of services performed by the City under the Fourth Supplement may need to be reallocated during such extended term to accommodate changes in Sound Transit planned activities, such amendment may further authorize the parties thereto to amend Exhibit 2 (Scope of Work) to the Fourth Supplement from time to time as may be necessary to reflect such changes.

Section 2. Funds received from Sound Transit pursuant to the Fourth Supplement shall be deposited in the Transportation Operating Subfund of the Transportation Fund, the Light Fund, the Water Fund, and/or the Drainage/Wastewater Fund as expenses are incurred by these funds.



Non Layzer/jl
4th Supp Ext v7
April 17, 2003
version 7a

1 Section 3. Any act consistent with the authority and prior to the effective date of this
2 ordinance is hereby ratified and confirmed.

3
4 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
5 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
6 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
7

8
9 Passed by the City Council the ____ day of ____, 2003, and signed by me in open
10 session in authentication of its passage this ____ day of ____, 2003.

11
12 _____
13 President ____ of the City Council

14 Approved by me this ____ day of ____, 2003.

15 _____
16 Gregory J. Nickels, Mayor

17 Filed by me this ____ day of ____, 2003.

18 _____
19 City Clerk

20
21 (Seal)

22 **Exhibit A:** Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998)
23 between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle
24 for the Central Link Light Rail Project, with Exhibits 1, 2, and 3.
25
26
27
28

Jon Layzer
April 17, 2003
Extension to Fourth Supplement to MOA with Sound Transit
Version #7

Fiscal Note

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Transportation	Jon Layzer/684-8084	Susan Cole/684-8894

Legislation Title:

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing the amendment of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project;" and authorizing the acceptance of funds from Sound Transit.

Summary of the Legislation:

This legislation relates to extension of the Fourth Supplement to the City's agreement with Sound Transit, providing for the reimbursement of the City's effort for design review, utility design, permitting, and construction activities relating to the Central Link Light Rail Transit Project. This extension allows the City to continue receiving reimbursement for ongoing work until new long-term agreements are in place - estimated in July or August of 2003.

Appropriations (in \$1,000's):

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
TOTAL				

* This is line of business for operating budgets, and program or project for capital improvements

Notes: No new appropriation is requested. All work in the Fourth Supplement is to be carried out with existing appropriations.

Expenditures (in \$1,000's):

Under the Fourth Supplement, most expenses and reimbursement are managed through a single appropriation in Seattle Transportation. For January through August 2003, work by Seattle City Light and Seattle Public Utilities will be carried out under existing CIP projects for those departments; all other continuing work will be carried out under the existing appropriation in Seattle Transportation. Seattle Transportation and Department of Finance Staff will review and amend this approach for long-term funding agreements to be developed later in 2003. Expenditure estimates for January - August 2003 are shown in the chart below.

Jon Layzer
 April 17, 2003
 Extension to Fourth Supplement to MOA with Sound Transit
 Version #7

Expenditures (in \$1,000's):

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DWF, DWF, WF	Seattle Public Utilities	SPU - CIP Projects #C33NW328, C33NW209, C1NW005	\$ 405.5	
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Seattle Transportation	809,741
Design, Construction & Land Use	136,000
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Office of Economic Development	21,536
TOTAL	\$ 1,207,633

Anticipated Revenue/Reimbursement (in \$1,000's): All expenses incurred pursuant to the Fourth Supplement will be reimbursed by Sound Transit.

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
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April 17, 2003
Extension to Fourth Supplement to MOA with Sound Transit
Version #7

**Total Permanent Positions Created Or Abrogated Through Legislation, Including FTE Impact;
Estimated FTE Impact for Temporary Positions:**

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Jon Layzer
April 17, 2003
Extension to Fourth Supplement to MOA with Sound Transit
Version #7

approval, which use was specifically allowed in Section IV.C. of the First Supplement.

The Fourth Supplement was approved on April 22, 2002 (Ordinance 120784), providing for the continuation of the City's partnership with Sound Transit. The Fourth Supplement has been administered using the same method as approved through the First Supplement, which involved the use of a single point of contact for performance reporting and invoicing system. Seattle Transportation has coordinated reimbursements for all departments, providing quarterly invoices and monthly progress reports to Sound Transit, and developing interdepartmental agreements with the participating departments outlining tracking and reporting procedures. Seattle Transportation has managed the general project budget and ensured that participating department costs are within budget and match the scope of the agreement.

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Without this legislation, some or all of the financial cost associated with the legislation could be incurred by City departments without authority to seek reimbursement from Sound Transit.

Possible alternatives to the legislation which could achieve the same or similar objectives (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):
No reasonable alternatives have been identified.

Is the legislation subject to public hearing requirements (If yes, what public hearings have been held to date):
No.

Other Issues (including long-term implications of the legislation):

FOR CAPITAL PROJECTS ONLY – Not applicable

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STATE OF WASHINGTON - KING COUNTY

--SS.

159242
City of Seattle, Clerk's Office

No. TITLE ONLY ORDINANCE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CTOR:ORD 121147-153

was published on

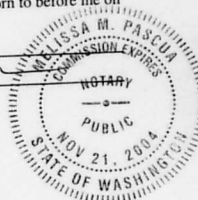
6/4/2003

Subscribed and sworn to before me on

6/4/2003

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on May 12, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 624-6244.

ORDINANCE NO. 121153

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121151

AN ORDINANCE relating to the Department of Parks and Recreation, authorizing the second and final extension of a restrictive covenant, easement and contract with the Washington State Convention and Trade Center, and authorizing the payment of funds for this purpose.

ORDINANCE NO. 121150

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"), authorizing the amendment of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project," and authorizing the acceptance of funds from Sound Transit.

ORDINANCE NO. 121149

AN ORDINANCE relating to the Parks & Facilities Department authorizing execution of a lease agreement with Schnitzer Investment Corp., a Washington corporation, for warehouse space at 3807 2nd Avenue South.

ORDINANCE NO. 121147

AN ORDINANCE relating to the Police Department, authorizing a supplemental agreement with the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for financial assistance to continue the enhanced investigation of and response to Internet crimes against children; increasing an appropriation to the Police Department in the 2003 Budget; extending a position; and adding a position; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN,
City Clerk.
Date of publication in the Seattle Daily
Journal of Commerce, June 4, 2003.
6-4(109242)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.