

**PARTNERING AGREEMENT BETWEEN  
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)  
AND THE CITY OF TACOMA FOR THE  
TACOMA DOME LINK EXTENSION PROJECT  
GA 0077-18**

THIS PARTNERING AGREEMENT (“Agreement”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under Chapter 81.112 RCW (“**Sound Transit**”), and the City of Tacoma, a Washington municipal corporation (“**City**”), and addresses the development of the Tacoma Dome Link Extension Project (“Project”). Sound Transit and the City are collectively referred to hereafter as “the Parties” or individually as a “Party.”

**RECITALS**

**WHEREAS**, the Sound Transit 3 (ST3) high capacity transit system expansion approved by the voters in November 2016 includes a wide variety of projects to be implemented over the next 25 years. Implementing ST3 consistent with the scope, budget, and schedule approved by the voters will require coordination and collaboration by Sound Transit and by its federal, state, and local partners;

**WHEREAS**, to meet the challenges of delivering the ST3 projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that identifies new methods of project development and delivery. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and it developed new approaches for working with project partners, stakeholders, and local jurisdictions. The overall project development approach, including phases and key decisions is depicted in the SEIP;

**WHEREAS**, the ST3 Plan includes the Tacoma Dome Link Extension Project and a new Light Rail Operations and Maintenance Facility located in the Federal Way to Tacoma corridor, collectively referred to hereafter as the “Project”; and

**WHEREAS**, the success of the Project depends on close cooperation between the Parties and others, and the Parties wish to memorialize specific commitments between Sound Transit and the City as outlined in this agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, it is mutually agreed as follows.

**1. PURPOSE**

The purpose of this Agreement to memorialize the following commitments between Sound Transit and the City:

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

## **2. PROJECT MANAGEMENT**

### **2.1. General Goals and Expectations**

With this Partnering Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely and high-quality delivery of the Project. The ST3 Plan establishes aggressive timelines for project delivery. It is in the mutual interests of Sound Transit and the City, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.

This Partnering Agreement is the first of multiple agreements and concurrence actions that will memorialize shared understandings between Sound Transit and the City over the life of the Project. The Parties anticipate entering into future agreements as the Project advances through subsequent design and delivery phases. Future agreements may include:

- 2.1.1. Preferred Alternative Concurrence Document,
- 2.1.2. Draft Permitting Plan,
- 2.1.3. Final Permitting Plan

- 2.1.4. Development Agreement,
- 2.1.5. Right of Use Agreement or Amendment,
- 2.1.6. Staff Funding, and/or
- 2.1.7. Other agreements as mutually determined by the Parties.

The Parties are mutually committed to meeting key Project milestones and thus commit to a high level of engagement during Project development and delivery. As part of its responsibilities as the Project proposer, Sound Transit is committed to developing a milestone Project schedule for communication to all Project stakeholders. The City will receive updates on the Project schedule and its evolution as the Project proceeds through early phases of development. The Parties will regularly review staffing plans and levels of effort with the intent to maintain adequate staffing for timely delivery of the Project.

## 2.2. **Designated Representatives and City Staff Participation**

Designated Representatives 2.2.1 To ensure effective intergovernmental cooperation and efficient Project review, the Parties shall each designate a single representative responsible for communications between the Parties (“Designated Representative”). Each Party’s Designated Representative is identified in **Exhibit B**. Either Party may change its Designated Representative after consultation with the other Party, provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.

2.2.2 Designated Representatives will be authorized by their respective organizations to direct, coordinate, and review the work of assigned staff. Designated Representatives will assemble, direct, and manage the staff in their respective organizations to achieve key project milestones within the project budget and schedule. 2.2.3 Designated Representatives are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to the Project. For the City Designated Representative, coordinating department staff and consultants includes resolving disputes that may arise between departments and/or consultants reporting to the City, and developing review schedules that allow for simultaneous review by multiple departments. Project coordination may require further agreements between the Parties. **Exhibit C** describes the duties to be performed by the Parties Designated Representative.

2.2.4 The Parties will meet to ensure early and frequent consultation on issues related to Project development on a regular basis throughout the Project. By working

with Sound Transit and its consultants, the City can help facilitate expedited review of the Project. Each Parties' Designated Representative will be responsible for designating appropriate participants to the meetings and for managing their Parties' participation.

### 2.3. **Processes for Project Reviews**

The Parties understand and agree that achieving the processes and expectations described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work will occur as early as possible in the process, and not wait for explicit due dates and timelines.

Project reviews will involve strategies, such as "over the shoulder" ("OTS") reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. Sound Transit is committed to engage in these Project reviews with the City as early as practicable, with a mutual goal between the Parties of resolving issues before Sound Transit provides formal Project submittals to the City for review.

In order to facilitate communication, a streamlined process, and the City's ability to respond as efficiently as possible, Sound Transit will provide the City with the full Project schedule as well as a detailed schedule for the Alternatives Analysis phase and subsequent phases as each phase begins. Sound Transit will provide the City with a minimum six (6)-month look-ahead schedule of Project submittals to help the City identify and plan for resources needed to conduct its reviews.

Upon receipt of project review packages, the City will review and return consolidated comments. Specific timeframes for Sound Transit to provide advance notification to the City and for City review are to be described in the future Staff Funding Agreement and Permitting Plan. If the City foresees that comments will not be returned within the agreed upon timeframe the City shall notify Sound Transit of the delay as soon as possible so the Parties can determine an acceptable solution.

### 2.4. **Decision Making**

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

The Parties will endeavor to respond to questions and requests for feedback or information within two weeks or earlier. When either Party foresees that such responses can not be provided within this timeframe the Party will notify the other Party of the delay as soon as possible and the likely timeline for meeting the request.

## 2.5. **Commitment to Project Schedule and Budget**

The Parties agree that maintaining Project Schedule is critical to managing the Project budget and to meet committed regional goals regarding delivery of ST3 projects and are mutually committed to meeting agreed-upon timelines in order to achieve these goals.

### Schedule

2.5.1. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin transit operations on time. Accordingly, the Parties will work in good faith toward the target dates identified in the schedule attached as **Exhibit D**.

### Budget

2.5.2. The Sound Transit financial plan provides funding for the Project, including funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, utility relocation and/or modification costs, construction, mitigation, and contingencies.

2.5.3. While both parties agree that Sound Transit created and controls the budget, the Parties agree to work together to facilitate completion of the Project within available budget, as outlined in Sound Transit's financial plan attached as **Exhibit A**.

## 3. **PROJECT DEVELOPMENT**

### 3.1. **Overall Project Approach to Project Development and Delivery**

The Stakeholder Group and the Elected Officials Group will make a recommendation on the range of alternatives and a preferred alternative for environmental study. The City Council may also make a recommendation. Following consideration of input from these groups, as well as the general public, the Sound Transit Board has the sole authority to identify a range of alternatives and a preferred alternative for environmental study and subsequently select the project to be built after conclusion of the environmental review phase.

Upon completion of the alternatives development phase, Sound Transit and the City will develop a concurrence document for Council approval, to be signed by the executive leadership of each Party that memorializes the preferred alternative identified and establishes a commitment to streamline the permitting processes.

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

Upon execution of this Agreement, the City will review development regulations and processes that will likely apply to the Project and identify code changes and process reforms that could streamline the permit review process or resolve code conflicts. While the City has full authority and responsibility for its regulations and processes, and for determining if or what changes may be appropriate, the City will invite Sound Transit's input as part of that review process. The City will strive to identify the changes and actions that require Council actions with sufficient lead time to implement each change or action before Project permitting begins. In order to facilitate timely completion of the project, code and process changes determined to be appropriate by the City should be adopted and implemented prior to the completion of the Permitting Plan.

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

The Parties agree that station location and design decisions should be informed by a balanced commitment to easing customer access from all modes (especially connecting local transit, pedestrian, bicycle, carpools and rideshare services) and facilitating transit-supportive land use and urban form.

The Parties will coordinate content and sequencing of their planning activities with regard to station areas, land use, and access. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction. The Parties will develop a process for coordinating and implementing station area and station planning activities during the alternatives development phase.

For the Project, the Parties will identify priorities for improving customer access to the system and will identify opportunities to maximize and leverage transit access investments by coordinating with City plans and City and other funding sources. Project access improvements may be considered for early delivery if 1) early delivery does not conflict with SEPA / NEPA requirements, 2) it does not conflict with Project construction and 3) the Parties have agreed on an overall station area access plan.

The Parties will work together to identify and evaluate opportunities for transit-oriented development (“TOD”) in station areas, including direct integration of transit facilities with development done by others. The Parties further agree to consider strategies for advancing equitable development outcomes in their planning activities, including but not limited to opportunities for development of affordable housing on publicly-owned land.

The Parties will work together to identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and ENVISION.

The Parties will coordinate closely as Project planning proceeds to identify public works and other projects within the Project area, in efforts to capitalize on opportunities afforded by other projects and to minimize, to the extent practicable, potential disruption to other projects. Additionally, the Parties will coordinate closely to align and coordinate other upcoming City, Sound Transit and other agencies’ projects within the Project area to capitalize on and leverage opportunities afforded by other projects to meet the City’s and Communities’ goals and visions for the station area.

#### 3.4 **Commitment to Coordination on Planned Projects**

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

### 4. **PROJECT DEFINITION**

#### 4.1. **ST3 Plan Representative Projects**

The ST3 Plan included representative projects developed for the purpose of establishing scope, cost estimates, and ridership forecasts. These representative projects, which outline the transit mode, corridor, number of stations, and general station locations, will be used as the baseline upon which the alternatives analysis process will further analyze and refine. The results of the alternatives analysis process will define the alternatives and the “preferred alternative” that will be evaluated during the Project’s environmental review phase as well as during development of the detailed budgets and schedules. The applicable ST3 Plan representative project templates are provided for reference as **Exhibit A**.

The Parties will build on work already completed and publicly vetted, particularly Sound Transit 3 Plan, Updated Regional Transit Long Range Plan, and High Capacity Transit Corridor Study - Federal Way to Tacoma, the *One Tacoma* Comprehensive Plan

(including the Transportation Master Plan), the South Downtown Subarea Plan & EIS, the Tacoma2025 Strategic Plan, and PSRC's Vision 2040/2050, Transportation 2030/2050, and Centers Policy. Project development will start with the ST3 representative projects as the basis from which to investigate what other reasonable alternatives should be evaluated.

The Parties acknowledge that suggestions to study additional alternatives are likely to emerge during the alternatives development phase. The Parties will collaborate on the evaluation of reasonable alternatives that could meet project objectives and fulfill the purpose and intent of the voter-approved ST3 Plan. The target is to identify options to be investigated as soon as possible during the alternatives development phase to support the goal of early and durable consensus on a preferred alternative.

#### 4.2. **Scope Control**

Both parties agree that controlling project scope throughout the process and ensuring that the decision-making process for the project proceeds such that decisions are not revisited after they have been analyzed, vetted, and made, is critical to the success of the project. However, it is recognized that the City may have an interest in pursuing changes to project scope that go beyond any of the following:

- Project descriptions contained within the representative Project templates attached as **Exhibit A**,
- Code or other regulatory requirements,
- Board-adopted description of the Preferred Alternative (anticipated at the end of Alternatives Analysis/Phase I of project delivery),
- Mitigation identified in the Final EIS (anticipated near the end of Phase III of project delivery), and
- The Board-adopted description of the Project to be built (once those decisions have been made and at the close of Phase III of project delivery.)

In such cases, it will be the obligation of the City to work with Sound Transit to identify reductions in scope or risk elsewhere on the Project or identify increased funding through local contributions or other partnerships or funding sources to finance the requested change. Agreement on the scope changes and local contributions will be memorialized in the preferred alternative concurrence document or other agreements as mutually determined by the Parties.



## **5. ENGAGEMENT AND COMMUNICATIONS**

### **5.1. Community Engagement and Communications Plan**

Sound Transit will develop a Community Engagement and Communications Plan that describes the process for facilitating broad community and stakeholder engagement throughout the Project. The Community Engagement and Communications Plan will include convening and managing three community engagement groups – an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media. The Community Engagement and Communications Plan will further describe the roles and responsibilities of the groups generally composed as follows:

- 5.1.1. The Elected Leadership Group will be composed of Sound Transit Board members and other local elected officials in the corridor.
- 5.1.2. The Stakeholder Group will be composed of transit riders, residents, business owners, major institutional representatives, community organizations, and other members of the public.
- 5.1.3. The Interagency Group will be composed of senior staff from Sound Transit and the City, county, state, and federal permitting agencies empowered with technical decision-making authority.

The Parties agree that the purpose of engaging with these groups is to offer opportunities for greater collaboration early in Project development. Providing elected, public, and technical staff with structured opportunities to learn in detail about project risks and opportunities, share multiple interests, and discuss constraints that affect the Project will allow issues to be understood and surfaced sooner; creative solutions to be developed and assessed; and trade-offs to be identified and decided upon. The Parties will facilitate engagement that produces enduring decisions and that streamlines the Project development and delivery process.

Sound Transit will collaborate with the City on development of the Community Engagement and Communications Plan. The Community Engagement and Communications Plan will require that external communications are delivered in a manner that is culturally and linguistically appropriate to the communities impacted by construction and other disruptions, as well as the longer term benefits, resulting from the Project.

In addition to the specific groups outlined above, in order to ensure broad community engagement and involvement in the process, Sound Transit will assign a Community Outreach Specialist to serve as a primary Project point of contact, to interface with the

general public, established neighborhood, business, and community groups, and any other organization or individual who seeks to engage in Project planning processes.

## 5.2. **Public Communication**

The Parties intend to provide information to the community in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements concerning the Project. Coordination may include identifying opportunities for joint public statements.

## 6. **STREAMLINED PERMITTING**

### 6.1. **Permitting Plan**

Before the completion of the environmental review phase, the Parties will develop a draft Permitting Plan that supports the preferred alternative and Project schedule. The draft Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required City permits, identify City departments with permitting responsibilities, and address the overall strategy for completing all City approvals for the Project, including land use, environmental, and building/trade/ministerial permits. The Permitting Plan will also address the potential or selected delivery method(s) for Project construction and related implications for the permitting process as well as a strategy for closing out permits upon completion of construction and the issuance of necessary certificates of occupancy.

Upon completion of the environmental review phase and selection of the Project to be built by the Sound Transit Board, the Parties will develop a final Permitting Plan and implement the processes identified in the Permitting Plan.

Implementation actions identified in the Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.

### 6.2. **Permit Decisions**

The Parties will develop timelines in the Permitting Plan that support the ST3 Plan and Project schedule, with the goal of issuing land use, construction and other permit decisions within the timelines mutually agreed to in the Permitting Plan.

## 7. **ENVIRONMENTAL REVIEW**

- 7.1. Sound Transit is the lead agency for compliance with the State Environmental Policy Act ("SEPA"). In coordination with the City and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA.

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

- 7.2. The City commits to participate in the environmental review process as a Cooperating Agency under the National Environmental Policy Act (“NEPA”) and as a Consulted Agency under SEPA. The City will contribute to the scope, analysis, and review of environmental documents for the Project. The environmental review will cover the City’s issuance of all permits for the Project as well as agreed upon environmental mitigation for Project impacts. The City will use and rely on the Project’s environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

## **8. PLANNING AND MANAGING CONSTRUCTION**

Sound Transit will consider project delivery methods early in Project development and intends to select the appropriate project delivery method for segments of the Project as soon as a preferred alternative is identified. Sound Transit will evaluate alternative delivery methods against project goals and coordinate with the City before deciding which method(s) to employ. Multiple project delivery methods may be deployed depending on construction sequencing needs and differing Project facility requirements. Project delivery methods may include design-build, design-bid-build, general contractor/construction manager, public private partnerships, partner-led design or construction, or other methods.

## **9. PROPERTY ACQUISITION**

### **9.1. Temporary and Permanent Property Acquisitions**

The City acknowledges that Sound Transit will require use of City rights-of-way to build and operate the Project, and that Sound Transit will also acquire permanent and temporary property rights from private individuals and commercial interests to implement the Project.

Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in the project development phase. Sound Transit will assess the risk of imminent property sales and development pressure in the corridor. High risk parcels may be targeted for further evaluation and potential suitability for early protective acquisition by Sound Transit.

The City will notify Sound Transit of permit requests and any formal pre-application activities on parcels along the representative alignment and preferred alternative route, once identified.

During the EIS process, potential property acquisitions required to implement the Project will be identified by Sound Transit. Sound Transit will provide this information to the City.

#### 9.2. **Utility Relocation**

The City has agreements and franchises with third-party utilities that describe processes and notice requirements associated with requests for relocation of such facilities for City projects. The Parties will collaboratively develop procedures and schedules in the form of Letters of Concurrence for ensuring that notices and required plans and specifications are prepared and provided to third party utility providers consistent with all applicable codes and regulations. Likewise, the Parties will collaboratively develop similar procedures, schedules, and Letters of Concurrence for the relocation of utilities owned by the City, establish ROW/roadway criteria as needed, and other City-determined criteria that are necessary for early property acquisition and to advance project design. The schedule and timeline for the Letters of Concurrence are critical to the overall Project schedule.

#### 9.3. **Right of Use Agreement**

The Parties will work together to amend the Right of Use Agreement executed for the Tacoma Link project or prepare a new Right of Use Agreement for Tacoma Dome Link Extension, providing Sound Transit the right to own, operate, and maintain transit facilities in the public right-of-way. The Parties will develop the final form and contents of the amendment or new Right of Use Agreement for the Project and obtain the necessary approvals upon completion of environmental review.

### 10. **STAFFING RESOURCES AND FUNDING**

General Approach. The Parties will work together to determine what, if any, additional resources or staffing may be needed to enable the City to fulfill its commitments as outlined in this Agreement. The parties will work cooperatively to negotiate in good faith a Staff Reimbursement Agreement for certain services and products related to Project development. Sound Transit agrees to reimburse the City for costs associated with particular tasks, as outlined in the Staff Funding Agreement, that are required or necessary because of the implementation of the TDLE project in the City. The Parties will work in good faith to develop the final form and contents of such funding agreement and obtain the necessary approvals 90 days prior to the anticipated start of reimbursable services.

**11. RESERVATION OF RIGHTS**

Nothing in this Agreement will be deemed a waiver of the City's regulatory authority or a predetermination of Project compliance with applicable codes, regulations, plans and policies, nor commit the City to any specific changes changes to its regulations or future permit/project approvals, nor waive any of its substantive or procedural rights.

**12. DISPUTE RESOLUTION**

12.1. The Parties agree to work cooperatively and in good faith to resolve issues. The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge the action of the other party associated with this Agreement or the Project, except as set forth herein. The Parties agree that this dispute resolution process shall not deprive either party of its rights to utilize established appeal processes regarding the Project, and to meet all deadlines for such processes.

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

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

12.4. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement or the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

Level One: Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

Level Two: Sound Transit's Executive Director of the Planning, Environment, and Project Development Department and the City's Planning and Development Services Director will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

Level Three: Sound Transit Deputy Chief Executive Officer and the City of Tacoma's City Manager, shall meet to discuss and attempt to resolve the dispute in a timely manner.

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

**13. GENERAL PROVISIONS**

This Agreement will take effect upon the last date of signature by the Parties as set forth below. This Agreement will remain in effect until the Project is completed and open to the public. Sound Transit and the City acknowledge that this Agreement is not a complete statement of terms and conditions that will apply to the transactions associated with the Project. If Sound Transit and the City determine it is in their respective best interests to enter into future agreements related to the Project, the terms of those agreements shall govern. Additional issues not addressed in this Agreement may be identified and included in these future agreements. This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary. Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative.

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

**SOUND TRANSIT**

**CITY OF TACOMA**

By: \_\_\_\_\_  
Peter M. Rogoff, Chief Executive Officer

By: \_\_\_\_\_  
Elizabeth Pauli, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Motion No. \_\_\_\_\_

Authorized by City Council Resolution XXX

**EXHIBITS**

- Exhibit A: ST3 Plan Representative Project Templates
- Exhibit B: Designated Representatives
- Exhibit C: City Designated Representative – Description of Role
- Exhibit D: Schedule Milestones

**EXHIBIT A**

**ST3 PLAN REPRESENTATIVE PROJECT TEMPLATES**

- Tacoma Dome Link Extension
- Light Rail Operations and Maintenance Facilities



**EXHIBIT B**  
**DESIGNATED REPRESENTATIVES**

**SOUND TRANSIT:**

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Tacoma Dome Link Extension Project Director  
Sound Transit  
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**CITY OF TACOMA:**

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City of Tacoma  
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Tacoma, WA 98402  
(253) 573-2389  
bboudet@cityoftacoma.org

## EXHIBIT C

### DESIGNATED REPRESENTATIVES – DESCRIPTION OF ROLES

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key City staff will need to coordinate on a regular basis with Sound Transit. Regular coordination meetings with the City Designated Representative as well as periodic coordination meetings with key technical staff at various City departments (Planning and Development Services, Public Works, Environmental Services, Fire, Tacoma Public Utilities, etc.) are anticipated from the outset of project development. The Designated Representative, in conjunction with Sound Transit, will also identify appropriate check-in points with the City Council. Participation by key technical staff in regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas is also anticipated.

Key responsibilities of the City Designated Representative include the following:

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

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

#### **Respond to requests for technical input and facilitate resolving issues**

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

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

**Coordinate City review of technical work and resolve potential inconsistencies**

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

**Facilitate development of agreements**

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

Key responsibilities of the Sound Transit Designated Representative include the following:

- Serve as a single point of contact to coordinate Project inquiries and communications.
- Provide timely response to inquiries.
- Establish practicable timelines for review of Project documents by the City.
- Coordinate with the City Designated Representative to discuss status of tasks to be performed, identify upcoming Project discussions and any information or input necessary to inform those decisions, and support City staff in Council interactions.

**EXHIBIT D**  
**SCHEDULE MILESTONES**

<b>Schedule Objective</b>	<b>Target Date</b>
Interagency Group Initiated	Q3 2017
Project Development Begins	Q4 2017
Preferred Alternative Concurrence	Q1/Q2 2019
ST Board Identifies Preferred Alternative (conclusion of Alternatives Analysis Phase I of project delivery)	Q1/Q2 2019
Project Delivery Method Selected	2019
Publish Draft EIS (conclusion of Phase II of project delivery)	2021
Permitting Plan Developed	2021
Final EIS Published / Environmental Review Complete & ST Board Selects Project to be Built (conclusion of Phase III of project delivery)	2022
Final Design and/or Alternative Project Delivery Procurements	2022
Land Use/Discretionary Approvals Complete	TBD
Construction Begins	2025
Inspections and Certificate of Occupancy Complete	TBD
Revenue Service	2030

