

EXPEDITED PERMITTING AGREEMENT

for

THE SOUND TRANSIT EAST LINK LIGHT RAIL PROJECT

CITY OF REDMOND, WASHINGTON

THIS AGREEMENT (“Agreement”) is entered into between the City of Redmond, a Washington municipal corporation (“the City”) and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”) for the purposes set forth below. The City and Sound Transit are collectively referred to hereafter as “the Parties” or individually as a “Party.”

RECITALS

A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.

B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.

C. The East Link Project (the “Project”) is a voter-approved project of Sound Transit to extend light rail from downtown Seattle to East King County, with stations serving Seattle, Mercer Island, Bellevue, and the Overlake area of Redmond. On November 17, 2011, the Sound Transit Board of Directors approved the selection of two station locations within the City as components of the Project, one in the Overlake Village neighborhood (“OV Station”) and one at the Overlake Transit Center (“OTC”).

D. Both before and after the public vote approving the Project, the City has engaged in extensive planning efforts with respect to light rail, including but not limited to Transportation 2040, Vision 2040, the City of Redmond Comprehensive Plan, the Overlake Neighborhood Plan, and the Overlake Village Street Design Guidelines, collectively known as the Overlake Village Planning Documents.

E. The Parties have entered into other agreements related to the OV Station and the OTC Station and do not intend by this Agreement to modify in any way the terms and conditions of those other agreements.

F. The City has approved the Sound Transit East Link Master Planned Development (MPD) as provided in RZC 21.76.070. Subsequent to the City’s approval of the MPD, there are certain City permits and approvals that are required for construction of the Project. The Parties recognize that timely design review, issuance of permits, and construction inspections are essential to the timely completion of the Project. The Parties believe it would be most efficient and would best serve the public interest to identify the City’s staffing needs for expedited review

and approval of the Project and for Sound Transit to provide funding for such expedited review and approvals by the City.

G. The Parties desire to enter into this Agreement to identify the required permits covered by this Agreement and to allow for Sound Transit to pay for required permits along with additional funding to compensate the City for expedited review times and approvals. The Parties desire to phase the Agreement in two phases: (1) Phase I for 2015 amounts and (2) Phase II for amounts starting in 2016 that is subject to the Sound Transit Board adopting a baseline budget and schedule for the Project that includes sufficient funds for Phase II.

AGREEMENT

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

SECTION 1 -- PURPOSE OF AGREEMENT AND DEFINITIONS

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City's expedited permit review and approvals for the Project and Sound Transit's funding for the City's expedited review of such permits and approvals.

- 1.1 Approved Building Permit Plans. "Approved Building Permit Plans" means prints showing in detail the proposed construction and specifications of the Project and further described in the building permits approved by the City.
- 1.2 Design/Build Contractor. "Design/Build Contractor" means the entity or entities that will contract with Sound Transit to complete the design of the Project, to obtain all remaining permits for the Project, and to construct the Project, all based upon a design/build procurement method.
- 1.3 Design Review Board. "Design Review Board" shall have the meaning described in Ch. 4.23 of the Redmond Municipal Code.
- 1.4 Design Submittal. "Design Submittal" means a set of design documents for the Project that will be submitted to the City for review as the Project moves through various review and approval processes. Sound Transit may submit packages of individual design elements to the City as those elements are completed to a design submittal phase rather than submitting design documents for the entire Project at one time. The following design submittal phases are anticipated by the parties:
 - i. 30% Concept Submittal
 - ii. 60% Design Development Submittal
 - iii. 100% Construction Documents Submittal (or "Building Permit Submittal")
 - iv. Issued for Construction Design Submittal
- 1.5 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System,

including but not limited to ventilation structures, traction power substations, Light Rail Transit stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, park-and-ride lots, and transit station access facilities.

- 1.6 Notice to Proceed. “Notice to Proceed” or “NTP” is the formal notice sent by Sound Transit to the successful bidder on the Design/Build contract to construct the E360 portion of the Project. NTP represents the point in time that the contractor is authorized to start work on the contract.
- 1.7 Overlake Transit Center. “Overlake Transit Center” or “OTC” means the Light Rail Transit Facility located at SR 520 near the intersection of 156th Avenue NE and NE 40th Street that provides access to Light Rail Transit System vehicles and facilities and transfers from light rail to other modes of transportation. The OTC may include mechanical devices such as security cameras, elevators and escalators to move passengers, and passenger amenities such as informational signage, seating, weather protection, drinking fountains, artwork, concessions, and parking areas. The OTC will include a multi-level parking garage and facilities to support Microsoft Transportation Services operations.
- 1.8 Overlake Village Station. “Overlake Village Station” or “OV Station” means the Light Rail Transit Facility located at SR 520 at 152nd Avenue NE that provides access to Light Rail Transit System vehicles and facilities and transfers from light rail to other modes of transportation. The OV Station may include mechanical devices such as security cameras, elevators and escalators to move passengers, and passenger amenities such as informational signage, seating, weather protection, drinking fountains, artwork, concessions, and parking areas.
- 1.9 Project Requirement Documents. “Project Requirement Documents” means those documents included in Sound Transit’s East Link Extension Project Contract E360 Request For Proposal, including both narrative and drawing documents describing certain prescriptive and non-prescriptive (reference) elements of the Project, and also the requirements of other Authorities Having Jurisdiction to which prospective proposers are required to comply.
- 1.10 Site Plan Entitlement. “Site Plan Entitlement” shall mean the process described in Redmond Zoning Code (RZC) 21.76.070(Y).
- 1.11 Technical Committee. “Technical Committee” means as described in Ch. 4.50 of the Redmond Municipal Code.
- 1.12 Third Party. “Third Party” means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.

SECTION 2 – COOPERATION AND GOOD FAITH EFFORTS

- 2.1 The Parties understand and agree that the process described in this Agreement depends 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 should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

SECTION 3 -- PLAN REVIEW, PERMITTING, AND CONSTRUCTION

- 3.1 In order to facilitate expedited review and approval of the Project, to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, and to mitigate the direct financial impact of the Project upon the City, Sound Transit will pay to the City an amount described in Section 4 below for the City's costs to permit the Project, review design plans and provide construction inspections on an expedited basis. The City will provide expedited review by both dedicated and regular city staff of all permit applications necessary to complete the Project.
- 3.2 Consistent with the Master Planned Development approved by the City, Sound Transit shall obtain approval from the City for construction of the Project through submittal of the appropriate applications and Design Submittals as described in this Agreement. The City acknowledges that Sound Transit will be procuring the Project using design/build, or other alternative procurement methods, and further acknowledges that the Design/Build Contractor may, at Sound Transit's discretion, make any of the required Design Submittals on Sound Transit's behalf. In that regard, references to "Sound Transit" herein shall be interpreted to mean "Sound Transit or its Design/Build Contractor, at Sound Transit's discretion," unless the context clearly requires otherwise.
- 3.3 The Design Submittals may be submitted to the City separately for various project elements of the Project, rather than as a complete package. The project elements required for Site Plan Entitlement approval are indicated on **Exhibit A**, attached and incorporated herein. For all other project elements not required for review as part of Site Plan Entitlement, Sound Transit may apply directly for construction permits. Sound Transit will notify the City fifteen (15) business days in advance of providing a Design Submittal to the City for review. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments and utilities to Sound Transit, as closely as practical, within the number of days specified below for each Design Submittal:

30% Concept Submittal – ten (10) business days
60% Design Development Submittal – ten (10) business days
100% Design Construction Documents Submittal – ten (10) business days
Issued for Construction Design Submittal – ten (10) business days

- 3.4 In addition to the above-described review of each Design Submittal, the designers and reviewers will meet regularly to review the design progress for parts of the Project. The purpose of the regular review meetings is to keep the City's reviewers apprised of the latest developments in the design, seek informal feedback from the City on aspects of the design as it is progressing, and determine whether previously identified corrections are being adequately addressed prior to the next milestone Design Submittal. The intent is to limit formal review periods to the durations listed above. To the extent that disputes arise about how a design correction should be resolved, or whether a design correction is appropriate, the Parties shall use the dispute resolution process outlined in Section 7.
- 3.5 While most design work after the Pre-Final Design stage will be performed by the Design/Build Contractor, not by Sound Transit, Sound Transit retains responsibility for ensuring that the City receives prompt responses to City requests for additional documentation, plans, specifications, drawings and explanations.
- 3.6 The City shall assign a City staff contact for the Project ("City Coordinator"), as well as supporting design review and construction inspection staff. The City Coordinator shall provide central coordination of all Design Submittal reviews and comments from all involved City departments and utilities. The City Coordinator shall resolve any inconsistencies among review comments from the City departments and City utilities and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. In addition to these tasks, the City Coordinator shall participate in regularly scheduled project-level coordination meetings. The City Coordinator shall also be responsible for identifying and disclosing to Sound Transit as soon as practicable any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project. The City will designate the City Coordinator on or before Sound Transit issues the Notice to Proceed to its Design/Build Contractor. The City may change the City Coordinator by written notice to Sound Transit.
- 3.7 Sound Transit shall assign a Sound Transit staff contact for the Project ("ST Coordinator"). The ST Coordinator shall provide central coordination for Project Design Submittals and Project coordination. In addition to these tasks, the ST Coordinator shall participate in regularly scheduled project-level coordination meetings. The ST Coordinator shall ensure that all review comments are addressed and that responses to comments are coordinated between all Sound Transit departments and the Design/Build Contractor team. The ST Coordinator will also be responsible for ensuring that the City is informed as soon as practicable of any changes required to the scope or schedule of the Project that may impact the City. Sound Transit will designate the ST Coordinator on or before Sound Transit issues the Notice to Proceed to its Design/Build Contractor. Sound Transit may change the ST Coordinator by written notice to the City.

SECTION 4 -- FINANCIAL REIMBURSEMENT

- 4.1 Sound Transit will pay the City Two Million Seven Hundred Fifty One Thousand Three Hundred Nine Dollars (\$2,751,309) for the design review and permitting services covered by this Agreement in accordance with the payment schedule identified on

Exhibit C, attached hereto and incorporated by this reference. This Agreement shall be divided into two phases. Phase 1 is for the 2015 amounts shown on Exhibit C. Phase 2 is for amounts due beginning in 2016 until the expiration or earlier termination of this Agreement and is subject to and contingent upon the Sound Transit Board adopting a baseline budget and schedule for the Project that includes sufficient funds for Phase 2. Such payment shall be in lieu of the permit fees that the City would ordinarily charge for the permits designated as covered by this agreement on Exhibit B (the "Covered Permits") and the City agrees that it will not separately charge Sound Transit the permit fees that would ordinarily be charged for the Covered Permits as long as Sound Transit makes the payments called for in the schedules attached as Exhibit C. Sound Transit shall be separately charged and shall be required to pay for any permits that are not included as Covered Permits. Upon execution of this Agreement, the City shall invoice Sound Transit c/o Accounts Payable for the first installment amount as shown on Exhibit C. Thereafter, the City shall invoice Sound Transit quarterly, no later than 30 days prior to the payment dates listed on Exhibit C. Invoices shall bear the name and address of the City's Designated Representative (identified in Section 14 below), and reference this Agreement. Invoices must be signed by an authorized representative of the City, who shall verify that the invoice is accurate and the work has been performed in accordance with this Agreement.

- 4.2 The payment amounts represent the parties' best and reasonable efforts to determine the staffing and other permit review costs that will be incurred by the City to provide expedited service to the Project. In the event a change to any element of the Project covered by this Agreement results in the need for an increase or reduction in staffing levels the Designated Representatives shall discuss whether an adjustment to compensation is appropriate. However, Sound Transit shall not be required to pay more than the amounts shown on Exhibit C unless the Project changes due to one or more Board-approved scope changes. If a project change would reduce, but not eliminate the need for a staff person, and provided the City has other work to fill the unneeded portion of the staff member's time, Sound Transit's obligation to compensate the City pursuant to Section 4.1 shall be reduced by an amount proportionate to the time the specific reduced staff position is not required as compared to the projected total time for the staff position that was used to establish the costs and payments set forth in Exhibit C prior to the change in the development. If other work is not available to fill all or part of the unneeded portion of the staff member's time, there may be no reduction in Sound Transit's obligation to compensate the City attributed to that staff member, or a reduction that is less than the proportionate staffing reduction. Any staffing decrease requested by Sound Transit shall not become effective until ninety (90) days have elapsed from the date that both parties agree to the decrease.

Failure to Meet Timelines.

- 4.2.1 If the City does not perform the permit review in such a manner as to meet the Design Submittal review times set forth Section 3.3, and if the failure to perform is solely attributable to the City's actions, corrective action must be taken by the City. Appropriate corrective action will first be established by the City and Sound Transit Designated Representatives. Should corrective action not resolve the

problem within five (5) working days, then Sound Transit may request other resolutions or a reduction in the fees owed by Sound Transit to the City pursuant to Section 4.1 above. If the parties cannot agree on corrective actions or on an alternative resolution, the matter may be referred to dispute resolution under Section 7.

- 4.2.2 If the City determines that plans submitted or resubmitted by Sound Transit and/or its contractor are incomplete or if Sound Transit and/or its contractors/consultants fail to request services or inspections at least three (3) business days in advance of the desired service or inspection, the timeline for that particular review shall be deemed not to have started until Sound Transit and/or its Design/Build Contractor submits a complete set of plans or, in the case of a service/inspection, three (3) business days after the request for the service/inspection has been made.
- 4.2.3 Both parties agree that performance by the City relies on the City being fully staffed. If staff assigned to the Project quit without notice, are terminated for cause, or are absent for a period longer than ten business days, the City shall develop a remedy within five (5) business days to replace the staff resource or use third party resources. Failure to perform in accordance with the timelines set forth in Section 3.3 will only be found if the City is not actively seeking to replace the staff or implementing third party resources at the end of this timeframe.

SECTION 5 -- SUSPENSION AND TERMINATION

- 5.1 If the City has not received payment from Sound Transit as provided in Exhibit C, the City may suspend performance of all or any part of the work after giving Sound Transit thirty (30) days' written notice of City's intent to do so. If Sound Transit makes payment within the thirty (30) day period, the work shall not be suspended. If Sound Transit fails to make payment, the City may suspend the work at any time after the thirty (30) day period expires. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted.
- 5.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' written notice to the other Party.
- 5.3 This Agreement shall also terminate with the mutual consent of both parties.
- 5.4 Except as provided in this Section 5, a termination by either Party shall not extinguish or release either Party from liability for costs or obligations existing as of the date of

termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement. The Parties agree to work together cooperatively to develop a coordinated plan for termination, including the determination of permit costs associated with any remaining Project review.

SECTION 6 -- INDEMNITY

- 6.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
- 6.1.1 The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and
 - 6.1.2 The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.
- 6.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.
- 6.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

SECTION 7 -- DISPUTE RESOLUTION

- 7.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.
- 7.2 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

shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

- 7.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 7.4 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 using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:
- 7.4.1 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) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- 7.4.2 Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management and the City's Planning and Development Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
- 7.4.3 Level Three - Sound Transit's Chief Executive Officer or Designee and the City's Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 7.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation or 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.

SECTION 8 -- REMEDIES AND ENFORCEMENT

- 8.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:
- 8.1.1 Commencing an action at law for monetary damages;
- 8.1.2 Commencing an action for equitable or other relief;

- 8.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or
- 8.1.4 The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.
- 8.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.
- 8.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

SECTION 9 -- DURATION OF AGREEMENT

- 9.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below, provided that its provisions shall be deemed to include all activities of the Parties on or after January 1, 2015. This Agreement shall remain in effect until all required City reviews, permits, inspections and approvals for the Project have been issued or completed, or until four years from the date of NTP, whichever comes first, unless sooner terminated as provided in Section 5 above. If NTP is not issued by March 31, 2019 the City may terminate the agreement or the Parties may renegotiate the reimbursement amount. The Mayor of the City and the Chief Executive Officer of Sound Transit shall have the authority to extend this Agreement by mutual consent without the need for further approval by the Sound Transit Board or the Redmond City Council as long as the Project remains under construction and City permits or inspection obligations remain outstanding and as long as any additional amounts to be paid under this Agreement are budgeted and within the signer's authorized spending limits.

SECTION 10 -- WARRANTIES

- 10.1 By execution of this Agreement, the City warrants:
 - 10.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and
 - 10.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.
- 10.2 By execution of this Agreement, Sound Transit warrants:

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

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

SECTION 11 -- ADMINISTRATION OF AGREEMENT

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

11.2 Each Party shall bear its own costs of administering this Agreement.

SECTION 12 -- POSTING OF AGREEMENT

12.1 Pursuant to RCW 3 9.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

SECTION 13 -- ASSIGNMENT AND BENEFICIARIES

13.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party.

SECTION 14 -- DESIGNATED REPRESENTATIVES

14.1 To promote effective intergovernmental cooperation and efficiencies, each party designates the following persons as their representatives ("Designated Representatives") who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall coordinate with the City Coordinator and the ST Coordinator and shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The Designated Representatives are:

SOUND TRANSIT:

Leonard McGhee
Project Manager
Sound Transit
401 S. Jackson Street
Seattle, WA 98104
(206) 398-5206
leonard.mcghee@soundtransit.org

CITY OF REDMOND:

Joel Pfundt
Principal Planner
City of Redmond P.O.
Box 97010
Mailstop: INPW
Redmond, WA 98073-9710
(425) 556-2729
jpfundt@redmond.gov

14.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by written notice to the other party during the term of this Agreement.

SECTION 15 -- NOTICES

- 15.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.
- 15.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 5, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

SECTION 16 -- AUDITS

16.1 Sound Transit and the City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the City and Sound Transit.

SECTION 17 -- GENERAL PROVISIONS

17.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Redmond City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or

documents required must be first approved by vote of the Sound Transit Board or Redmond City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

- 17.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 17.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 17.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 17.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 17.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 17.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 17.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 17.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.
- 17.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to Exhibits. Such amendments shall be binding upon the parties without the need for formal approval

by the Sound Transit Board and the Redmond City Council, as long as the amendments are generally consistent with this Agreement, do not increase the total amount of the payments to be made by Sound Transit under the schedule attached as Exhibit C, and do not require the City to employ permanent staff in excess of the FTEs approved in the City's annual budget.

- 17.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 17.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 17.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 17.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION 18 -- SEVERABILITY

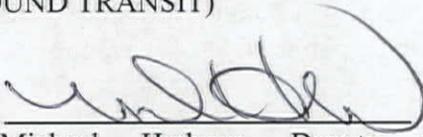
- 18.1 In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

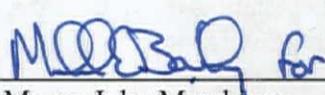
SECTION 19 – CITY'S PERMITTING AND REGULATORY AUTHORITY

- 19.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory or permitting authority as to any of the permits required for the East Link Project, nor a predetermination of the compliance of the project with applicable codes and regulations. In addition, all plans submitted for the East Link Project must comply with the standards set forth in the Sound Transit East Link Master Planned Development. The City retains the right to approve, disapprove, or condition any permits required for the East Link Project within the bounds of the City's legal authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement 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 REDMOND

By: 
Michael Harbour, Deputy Chief
Executive Officer

By:  for
Mayor John Marchione

Date: 7/23/15

Date: 5/13/15

Authorized by Motion No. M2015-41

Authorized by Motion on May 14, 2015

Approved as to form:

Approved as to form:

By: Joanna Valeri
Joanna Valeri, Legal Counsel

By: James E. Haney
James E. Haney, City Attorney

Exhibit List:

- A. East Link E360 Permits Matrix
- B. Permit Fees Covered by this Agreement
- C. Payment Schedule

Exhibit A. East Link E360 Permits Matrix

Project Element	Site Plan Entitlement	Building*	Fire	Civil**	Clear & Grade, and Rough Grade	Right-of-Way Use	Demolition
Temporary Erosion and Sediment Control – ponds, BMPs, temp. drainage facilities					✓		
Geotechnical boring and sampling						✓	
Site survey, field investigation, temp. fencing for site control		for fencing over 7'					
Demolition of existing facilities				✓			✓
Clear and grub at OVS and OTC sites					✓		
Disconnect/cap sewer, power, water		✓		✓		✓	
Installation and relocation sewer, power, water, communication, and other utilities		✓		✓		✓	
Temporary bus loop at OTC with temp facilities for operations (shelter, walkways, comm. shack)		✓		✓			
Pedestrian-Bicycle Bridge Foundations (piles, pile cap, and/or spread footing)	✓***	✓				✓	
Pedestrian-Bicycle Bridges within station areas	✓			✓			
New Stormwater vaults and conveyance pipe, regional stormwater infiltration vault		✓		✓	✓	✓	
Site Grading for station, bridges, garage and trackway				✓	✓		
Garage foundations (piles, spread footings, or other)	✓***	✓		✓			
Guideway retaining walls		✓		✓			
OTC station cut wall	✓***	✓		✓			
OTC track pedestrian crossing – rough grade, temporary access to keep the connection open to flyer stop				✓			
Roadwork with in City ROW - Sidewalks, driveway aprons, curb, gutter, sidewalk, and approaches				✓			
OTC and OVS Station platform and pedestrian crossings	✓	✓		✓			
OTC Garage Vertical Circulation Tower with bridge bearing and walkway	✓	✓	✓	✓			
OTC Bus Loop	✓			✓			
OTC Garage	✓	✓	✓	✓			

Note: This matrix estimates necessary permits based on information provided to date. Other permits may be required based on changes in project scope.

* Electrical, mechanical, plumbing permits are separate.

** Actual permits may vary depending on project element.

*** Not necessary as long as location does not deviate "significantly" from master plan exhibits.

Exhibit B. Permit Fees Covered by Agreement

ID	Permits	Covered by Permitting and Staffing Reimbursement Agreement	Notes
1	3% Technology Fee	✓	
2	Building Permit Issuance Fees	✓	
3	Civil Inspection Fees	✓	Includes Clearing & Grading, Stormwater, Water & Sewer and Transportation inspection
4	Civil Plan Review Fees	✓	Includes Clearing & Grading, Stormwater, Water & Sewer and Transportation engineering & review
5	Construction Noise Variance or Exemption	✓	
6	Demolition Permits	✓	
7	Electrical Permits	✓	
8	Fees for Right-Of-Way Use Permits	✓	
9	Fees the City would ordinarily collect for the State Building Code Council on any permits	✓	
10	Fire Alarm Permits	✓	
11	Fire Impact Fees	NA	No expansion of existing office space.
12	Fire Installation Permits	✓	
13	Fire Sprinkler Permits	✓	
14	Fixed Fire Suppression Fees	✓	
15	Mechanical Permits	✓	
16	Park Impact Fees	NA	
17	Payments Due Under Latecomer or Reimbursement Agreements		
18	Plan Review Fees Associated with Building Permit Applications	✓	
19	Plumbing Permits	✓	
20	Peer Review		TBD
21	Right of Way Vacation Fees for NE 36th St & 152nd Ave NE	✓	
22	School Impact Fees	NA	
23	Site Plan Entitlement Fees	✓	
24	Special Inspection	NA	ST employs these directly
25	Stormwater Capital Facility Charges		
26	Temporary Use Permits (Long and Short Term)	✓	
27	Tenant Improvement Permits	NA	
28	Transportation Impact Fees	NA	No expansion of existing office space.
29	Tree Removal Permits	✓	
30	Water & Sewer System Connection Charges		

Exhibit C
Payment Schedule
Sound Transit E360 Design-Build Review Fees
March 19, 2015

Payment	Due Date	Description	Amount (Phase 1)	Amount (Phase 2)
	First two quarterly payments due within 30 days of agreement approval			
1		1 of 20	\$86,077.50	
2	7/15/2015	2 of 20	\$43,038.75	
3	10/15/2015	3 of 20	\$43,038.75	
4	1/15/2016	4 of 20		\$151,714.94
5	4/15/2016	5 of 20		\$151,714.94
6	7/15/2016	6 of 20		\$151,714.94
7	10/15/2016	7 of 20		\$151,714.94
8	1/15/2017	8 of 20		\$151,714.94
9	4/15/2017	9 of 20		\$151,714.94
10	7/15/2017	10 of 20		\$151,714.94
11	10/15/2017	11 of 20		\$151,714.94
12	1/15/2018	12 of 20		\$151,714.94
13	4/15/2018	13 of 20		\$151,714.94
14	7/15/2018	14 of 20		\$151,714.94
15	10/15/2018	15 of 20		\$151,714.94
16	1/15/2019	16 of 20		\$151,714.94
17	4/15/2019	17 of 20		\$151,714.94
18	7/15/2019	18 of 20		\$151,714.94
19	10/15/2019	19 of 20		\$151,714.94
20	1/15/2020	20 of 20		\$151,714.94
Total			\$172,155.00	\$2,579,154.00