

Cost Recovery Agreement
for
Potomac Yard Metrorail Station Project Design and Construction
And
Special Use Permit

This agreement is entered into between the National Park Service (NPS), acting through the Regional Director of the National Capital Region Office, and the City of Alexandria (COA or Permittee).

The parties jointly agree to the procedures described herein for NPS cost recovery, as authorized by 54 U.S.C. 103104 (formerly 16 U.S.C. 3a). All costs incurred by the NPS in providing necessary services associated with Special Use Permits are to be reimbursed by the City of Alexandria, such reimbursements to be credited to the appropriation current at that time.



Agreed:

Bob Vogel, Regional Director, National Capital Region Date

Mark Jinks, City Manager, City of Alexandria Date

In concurrence:

Alexcy Romero, Superintendent, George Washington Memorial Parkway Date

Christopher Close, Branch Chief, Denver Service Center Date

PROJECT SUMMARY:

The NPS issued a Record of Decision (ROD) for the Potomac Yard Metrorail Station project (PYMS) on November 1, 2016. The project will require the NPS to issue a permit for the temporary use of land under its administration for construction staging and the exchange of property. As part of the Memorandum of Agreement, signed October 24, 2016, the National Park Service (NPS) will participate in reviews with the City of Alexandria (COA) for the project as part of the design/build contract for the PYMS.

The project will consist of the Washington Metropolitan Area Transit Authority (WMATA) and COA cooperating to construct the PYMS within the City of Alexandria. The project will include the metro station and ancillary facilities.

Scope of work for the NPS, which is detailed in this Agreement, includes reviewing design and construction plans for City land use applications submitted to the COA for the metro station and ancillary facilities, as well as permit applications for access and use of the areas under NPS administration for construction staging and activities. The COA will reimburse costs incurred by the NPS in reviewing these design and construction plans and the permit applications., and in issuance and monitoring of permits will be reimbursed by the Permittee in compliance with 54 U.S.C. 103104 (formerly 16 U.S.C. 3a), through the process described in this Agreement. Costs include those incurred in reviewing construction plans, participating in review meetings and associated consultations, coordinating with GWMP staff for the PYMS project. Costs also include processing the permit applications and, after issuance of permits, in monitoring construction activities and restoration of the park area to the satisfaction of the requirements set forth in the ROD.

ROLES AND RESPONSIBILITIES

NPS will utilize a Denver Service Center Project Manager (DSC PM) to provide the primary point of contact to the COA during design and construction plan development and permit application review and, after issuance of permits, for monitoring. The DSC PM will coordinate plans and permit application reviews to ensure good project communication within the NPS, and between the NPS and the COA. Such involvement will help reduce impacts to park resources and operations. The DSC PM will consolidate and communicate all NPS comments, questions, reviews, and correspondence to the COA.

NPS DSC PM shall:

1. Review and comment on all COA land use applications and all material submitted to the NPS for the project Special Use Permits (SUP). The COA land use applications would include design development and construction drawings to obtain applicable City permits (such as a Development Special Use Permit amendment and a Final Site Plan), and will be provided to the NPS from the COA. As part of the review, the DSC PM shall:
 - a) Coordinate between park, regional, and service center staff to review submitted drawings and submit comments to the COA;

- b) Participate in meetings and correspondences as needed / when required with the COA/WMATA project team pertaining to the design development and construction documents for PYMS;
2. During permit application review, relay in writing to the COA the following information:
 - a) Submission requirements for permit applications for the projects.
 - b) Confirming compliance (NEPA/NHPA) documentation already completed and any additional NEPA/NHPA review processes for the projects, and estimated time frames for each step (as applicable).
 - c) Identification of potential impacts to existing park facilities, resources, operations and planning for these projects.
 - d) Boundary maps and any descriptions of known boundary issues in the vicinity of the projects.
 - e) Relay consolidated NPS comment to COA on application submittals, with conflicts internal to NPS already addressed, within 30 days of receiving submittals.
 - f) Upon satisfactory review and a determination to issue Special Use Permits, execute the permits.
 3. After issuance of the Special Use Permits:
 - a) Attend regular field meetings as needed or required.
 - b) Coordinate any needed site visits with the COA.
 - c) Provide NPS comments on submissions listed as required in the Special Use Permit within three weeks of submission date.
 - d) Ensure that all mitigation / restoration requirements developed during compliance review are met.
 - e) Coordinate NPS Public Information Releases (if / when needed) with the COA.
 - f) Compile and distribute updates on a monthly basis to team members.

COA shall:

1. Provide design documents, construction plans, technical materials and other documentation for the project to the NPS for review and comment per the Section 106 Memorandum of Agreement, Attachment B, dated October 24, 2016 (attached).
2. Identify to the NPS, any deviation from the conceptual design approved by the City Council for the City of Alexandria and the City of Alexandria Board of Architectural Review for the Old and Historic District.
3. Provide application submittals in accordance with standards communicated by the NPS.

COST RECOVERY

The COA agrees to fund the costs incurred by NPS to review the COA land use applications and the NPS permit applications.

Funds shall be provided with the following understanding:

- a) Advance funds will be provided by COA, based on agreed-upon estimates.
- b) In no case will COA pay costs from a previous Fiscal Year (Oct 1 – Sept 30) for invoices received after December 31 of the following Fiscal Year.
- c) The Cost Recovery Advance for this Agreement shall not exceed \$183,120 annually without written consent from COA.

Funding shall be provided by the City biannually in advance of work anticipated to be performed by the NPS (reference the Schedule table). NPS shall provide to the City biannual invoices including a schedule of the work anticipated to be performed during the funding period. Since the NPS DSC PM workload will be on an as-needed basis (with fluctuating work load efforts month to month), as agreed upon between the City and the NPS, the NPS DSC PM would work on other NPS projects if there is a slowdown in the Potomac Yard Metrorail Station project workload. When this occurs, and the NPS DSC PM works on other NPS projects, the DSC PM would not charge the account set up for the COA funding. When the Potomac Yard Metrorail Station project workload resumes, the DSC PM would re-engage the specific account accordingly and reflect those costs through reporting to the COA. When the City provides any review documentation to the DSC PM, it is immediately regarded as “priority” for the DSC PM. The DSC PM will coordinate for a timely review by the respective NPS staff.

NPS shall:

- a) Provide to the City, on a biannual basis, documentation to justify all charges made to the Project for example such documentation as properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- b) Initiate review of costs incurred on September 1st of each federal fiscal year of the Cost Recovery Period (defined below) and communicate to COA of costs and expected remaining expenditures for the year.
- c) Refund any remainder of the cost recovery advance to COA on or before September 30th of the federal fiscal year of the year the project is completed
or,
 Issue a bill of collection to COA to recover any costs incurred that were not covered by the advance during that federal fiscal year.
- d) Return any unused funds upon Agreement termination to COA within 30 days.
- e) NPS shall provide the City with a final reconciliation based on actual costs, and provide the City with a final invoice for any unpaid costs within thirty (30) Days’ notice of Project completion/close out.
- f) Maintain appropriate records in accordance with federal accounting procedures and regulations.

SCHEDULE

Estimated expenditures

Year	DSC Project Management	Forecasted Payments
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<u>FY2018 (May 2018 – Sep 30, 2018)</u>	\$70,000 (140 days for FY18)	4/1/2018
<u>FY2019 (Oct 1, 2018 – Sep 30, 2019)</u>	\$183,120	10/1/18 and 4/1/19
<u>FY2020 (Oct 1, 2019 – Sep 30, 2020)</u>	\$183,120	10/1/19 and 4/1/20
<u>FY2021 (Oct 1, 2020 – Sep 30, 2021)</u>	\$183,120	10/1/20 and 4/1/21
<u>FY2022 (Oct 1, 2021 – Sep 30, 2022)</u>	\$154,000 (300 days for FY22)	10/1/21 and 4/1/22
\$773,360		

The period from application to restoration shall be referred to hereafter as the ‘**Cost Recovery Period.**’

DSC Permit Project Manager time estimate:

Weekly DSC oversight: DSC GS – 12 Project Specialist – projected work load will fluctuate as detailed above in Section 4A. The NPS DSC PM will be utilized on an as-needed basis for the duration of this Cost Agreement. Due to the fluctuations in overall workload for the DSC PM and the NPS staff, the forecasted overall NPS costs for the duration of this agreement is one (1) full time employee (FTE) (as reflected in the above table).

COA forecasts that the NPS will begin to receive design and construction documents (and associated technical materials) from the COA in the Spring of 2018.

RESOLUTION AND COMMUNICATION:

The purpose of the communication and resolution matrix is to ensure good communication, and to provide a framework to resolve complex problems in a timely and efficient manner. As part of this effort, the communications hierarchy below will guide those efforts. The aim is to resolve issues through communications at levels I and II. The matrix describes the hierarchy and individuals involved at each stage in the event site issues become escalated and require additional input.

RESOLUTION AND COMMUNICATION MATRIX TABLE:

Level	COA	DSC / NCR	Park	Target Time to Resolve
I	Project Coordinator Jason Kacamburas Jason.Kacamburas@AlexandriaVA.gov office: (703) 746-4049 cell: (571) 414-1115	DSC Project Specialist (Primary NPS POC)	GWMP Chief of Resource Management Simone Monteleone Simone_monteleone@nps.gov office: (703) 289-2512 cell: (202) 734-0932	10 Working Days

Attachment

II	DPI Director Mitchell C. Bernstein Mitchell.Bernstein@Alexandri aVA.gov office: (703) 746-4036 cell: (703) 898-6455	DSC Branch Chief Christopher Close Chris_close@nps.gov office: (202) 619-7455 cell: (720) 925-1713	GWMP Superintendent Alexcy Romero Alex_romero@nps.gov office: (703) 289-2500	10 Working Days
III	City Manager Mark Jinks Mark.Jinks@alexandriava.gov office: (703) 746-4300	NCR Associate Regional Director of Lands Planning and Design Peter May peter_may@nps.gov office: (202) 619-7063	NCR Regional Director Bob Vogel Main office 202-619-7023	10 working Days

1. Issues will be clearly defined by all parties and documented.
2. Resolve all issues at the lowest level of management possible.
3. Proceed jointly to the next level when issues can't be resolved within the specified time limit.
4. Once escalation is initiated, the issue should be transmitted jointly by those involved from one level to the next level, to eventual resolution.

The person that reaches the resolution will ensure that the resolution information is communicated in writing, including the rationale for the resolution, to all affected parties and those identified in the matrix.

TERMINATION

Either party may terminate the Agreement in whole or in part by providing the other party thirty (30) days written notice. Unless otherwise terminated or extended in writing by the parties, the Agreement shall terminate five (5) years after the last signature.

BINDING

Nothing in this Agreement shall be construed to bind the National Park Service to approve the documents or Special Use Permits being reviewed.

PARTNERSHIP

The parties hereto acknowledge and agree that this Agreement does not create a partnership between the City of Alexandria and the National Park Service and no party shall have any obligation to the other beyond the terms and conditions of this Agreement.