

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Enter into a Partnering Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit) for the SR 522 / NE 145 <sup>th</sup> Street Bus Rapid Transit (BRT) Project
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Natasha Walters, Transportation Planning Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline has been working closely with the Central Puget Sound Regional Transit Authority (Sound Transit) to bring light rail to Shoreline and provide/coordinate improvements on the 145<sup>th</sup> Street Corridor. Three key projects are the Sound Transit Lynnwood Link Extension (LLE), including the Shoreline South/145<sup>th</sup> light rail station, the Sound Transit SR 522 / NE 145<sup>th</sup> Street Bus Rapid Transit (BRT), and the City of Shoreline SR 523 (N/NE 145<sup>th</sup> Street) & Interchange 5 Improvements.

The BRT Project was part of the ST3 Plan approved by voters in November 2016. It will connect north Lake Washington and Shoreline communities along SR522 and SR523 (NE 145<sup>th</sup> Street) with the Shoreline South/145<sup>th</sup> light rail station via STRIDE which will provide frequent transit service. In 2017, Sound Transit, the City of Shoreline, and several other local municipalities signed a Partners' Concurrence Document to begin planning efforts for the BRT Project. Sound Transit has since developed an implementation plan, identifying methods of project development and delivery and is currently in the design process.

Sound Transit is now requesting Partnering Agreements with each jurisdiction along the BRT Project in order to establish a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the project. The Partnering Agreement between Sound Transit and Shoreline for the BRT Project is attached to this staff report as Attachment A.

**RESOURCE/FINANCIAL IMPACT:**

With the exception of City of Shoreline staff time to implement the programs and activities identified in this Partnering Agreement, there are no other resource or financial impacts anticipated to result from the authorization of this agreement. Authorization of this agreement provides good faith collaboration, an incentive for Sound Transit in a down-turned economy to stay on schedule in delivering this project, and generates

expediency in finalizing a Funding Agreement scheduled to be presented to Council later this year for the \$10 million Sound Transit has pledged in support of the City's Interchange Project.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into the Partnering Agreement for the SR 522 / NE 145<sup>th</sup> Street BTR Project with Sound Transit.

Approved By:        City Manager **DT**    City Attorney **MK**

## **INTRODUCTION**

Sound Transit is moving design forward on the SR 522 / NE 145<sup>th</sup> Street BRT Project that will provide frequent transit service to the Shoreline South/145<sup>th</sup> light rail station. Sound Transit is requesting the City of Shoreline to enter into a Partnering Agreement that will establish a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the project. This agreement will memorialize specific commitments from Sound Transit and the City of Shoreline for the BRT Project. This agreement is separate from and will not affect the current agreement that both parties have for the Lynnwood Link Extension (LLE) light rail project.

## **BACKGROUND**

The City has been collaborating with Sound Transit over the last few years on three key projects that affect the 145<sup>th</sup> Street Corridor; the Sound Transit LLE (including Shoreline South/145<sup>th</sup> light rail station), the Sound Transit SR 522 / NE 145<sup>th</sup> Street Bus Rapid Transit (BRT), and the City of Shoreline SR 523 (N/NE 145<sup>th</sup> Street) & Interchange 5 Improvements (Interchange Project). Early on, Sound Transit recognized the benefits that improvements at the interchange will provide to both their light rail and BRT projects. As a result of this acknowledgment, Sound Transit has committed to a financial partnership to assist the City in completing the Interchange Project and has provided letters of support to funding agencies on the City's behalf.

This partnership was last discussed with Council at the [January 27, 2020 Council meeting](#) when staff provided an update on the 145<sup>th</sup> Street / I-5 Interchange Project (Interchange Project) as well as the Sound Transit projects in this vicinity. At that time, Sound Transit had committed to \$5 million in support of the Interchange Project.

City of Shoreline staff have indicated to Sound Transit staff that the Interchange Project does not have adequate construction funding without Sound Transit's contribution of up to \$10 million. On April 22, 2020, Sound Transit and the City co-signed a Letter of Concurrence which outlined the scope of the proposed BRT Project within the City of Shoreline and described an increased Sound Transit funding contribution of up to \$10 million for the Interchange Project. This funding is being programmed and expected to be approved as part of the Sound Transit BRT Project budget by the Sound Transit Board in December 2020; the Funding Agreement to support Sound Transit's up to \$10 million contribution to the Interchange Project (separate from the attached Partnership Agreement) is currently under review and is tentatively scheduled to be brought to Shoreline City Council on December 14, 2020.

## **DISCUSSION**

### **The BRT Project Partnering Agreement**

The BRT Project Partnering Agreement between Sound Transit and the City (Attachment A) lays out basic project management, decision making, responsibilities, and process elements for project delivery, including:

- Community engagement
- Streamlined permitting

- Environmental review
- Property acquisition
- Utility relocation

Pending Sound Transit Board approval, the BRT Project components anticipated to be provided by Sound Transit within the City's municipal boundaries and/or along the north side of the NE 145<sup>th</sup> Street corridor include:

- BRT station amenities at the Shoreline South/145<sup>th</sup> Street station to support safe and reliable transfers;
- 15<sup>th</sup> Avenue NE / NE 145<sup>th</sup> Street Station;
- 30<sup>th</sup> Avenue NE (vicinity) Station;
- Portions of BAT (Business Access & Transit) lanes on the 145<sup>th</sup> Street corridor; and
- Other appropriate traffic management measures as identified and implemented with cooperation from both parties.

The BRT Project assumes the construction of two roundabouts replacing two signalized intersections will be constructed at the 145<sup>th</sup> and I-5 Interchange prior to the operation of the BRT Project.

Sound Transit is the lead agency for environmental compliance for the BRT Project and will complete the environmental review working with the City throughout this process. Sound Transit is responsible for any permanent or temporary property rights and/or acquisitions from private individuals and commercial interests to implement the BRT Project. Sound Transit staff have begun outreach to affected property owners. Sound Transit and the City will cooperatively work with utilities for relocation of facilities and will discuss and consider compensation for relocation of City owned facilities.

The City and Sound Transit will identify appropriate actions that could facilitate project delivery. The parties may enter into a separate funding agreement to support the City's permit review and approvals for the BRT Project (both parties currently have an agreement in place for the LLE light rail permitting) and develop a Permitting Plan.

If any components of the BRT Project are later determined to be implemented by the City, appropriate additional agreements will be developed. Both parties will continue to coordinate and work together to achieve their project goals. Each agency has an art program associated with each respective agency's projects; if working together in a cohesive way to fulfill this requirement is determined to be beneficial, the process may be documented in a future agreement.

Sound Transit is requesting the City sign the BRT Project Partnering Agreement mutually negotiated by both parties. Signing the Partnering Agreement strengthens the City's commitment to the BRT Project and demonstrates to Sound Transit the City's willingness to collaborate to keep the BRT schedule.

Sound Transit staff have communicated that it would be beneficial to have this agreement signed prior to November 12, 2020, which is the next Sound Transit

committee meeting where Sound Transit board members will receive a BRT Project update and can authorize the Partnering Agreement.

### **City Support of Sound Transit's BRT Project**

The City has recently provided a letter of support to the Sound Transit Board for the BRT Project. In this letter, the City acknowledges the impacts of the current pandemic and appreciation for efforts to deliver the voter approved ST3 program despite these challenges, and illustrates the need for the BRT Project to move forward on schedule as Sound Transit works through their Capital Program Realignment process. The letter of support also encourages the Sound Transit Board to execute the Funding Agreement for the Interchange Project as soon as possible.

### **Sound Transit Approval of the Funding Agreement**

Sound Transit staff is currently performing a final review of the Funding Agreement and is working to have it to the City of Shoreline by the end of November so that staff can take it to Shoreline City Council in December 2020. This would allow the agreement to go to the Sound Transit Board for execution in January 2021 or soon thereafter.

Sound Transit staff has shared that they expect the Funding Agreement will be executed by the Sound Transit Board in early 2021. If, however, the Sound Transit Board decides not to execute the Funding Agreement, the City will not move forward with the Interchange Project. If this were to occur, Sound Transit would be required to construct alternative, more expensive and impactful road improvements on 145<sup>th</sup> Street in order to ensure their desired transit performance.

In addition, as part of Sound Transit's environmental and permit review processes, they will be asking the City for review and comment on these alternative improvements. If this occurs, City staff will recommend the City not support these alternative improvements and will instead recommend construction of the 145<sup>th</sup> and I-5 roundabouts. Sound Transit staff have been made aware of the City's approach to environmental and permit review if the \$10 million Funding Agreement is not executed.

### **COUNCIL GOAL(S) ADDRESSED**

Support of this BRT Project directly addresses Council Goal 3 to continue preparation for regional mass transit in Shoreline.

### **RESOURCE/FINANCIAL IMPACT**

With the exception of City of Shoreline staff time to implement the programs and activities identified in this Partnering Agreement, there are no other resource or financial impacts anticipated to result from the authorization of this agreement. Authorization of this agreement provides good faith collaboration, an incentive for Sound Transit in a down-turned economy to stay on schedule in delivering this project, and generates expediency in finalizing a Funding Agreement scheduled to be presented to Council later this year for the \$10 million Sound Transit has pledged in support of the City's Interchange Project.

## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into the Partnering Agreement for the SR 522 / NE 145<sup>th</sup> Street BTR Project with Sound Transit.

## **ATTACHMENTS**

Attachment A: Sound Transit and City of Shoreline BRT Project Partnering Agreement

# Attachment A

## PARTNERING AGREEMENT BETWEEN

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)

AND

THE CITY OF SHORELINE

FOR THE SR 522 / NE 145<sup>th</sup> St BUS RAPID TRANSIT (“BRT”) PROJECT

GA 0315-18

This Partnering Agreement (“Agreement”) is between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority organized under RCW 81.112, and the City of Shoreline (“City”), a Washington municipal corporation, for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as “the Parties” or individually as a “Party.”

### RECITALS

**WHEREAS**, in November 2016, the voters approved the Sound Transit 3 Plan (“ST3 Plan”), which is a high capacity transit system expansion plan that includes a wide variety of projects to be implemented over the next 25 years, including the SR 522/NE 145<sup>th</sup> Bus Rapid Transit project (“BRT Project”);

**WHEREAS**, to meet the challenges of delivering the projects in the ST3 Plan, Sound Transit developed a System Expansion Implementation Plan that identifies new methods of project development and delivery;

**WHEREAS**, Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions;

**WHEREAS**, the overall development approach, including phases and key decisions, for the BRT Program is depicted in **Exhibit A**;

**WHEREAS**, the ST3 Plan and the Bus Rapid Transit (BRT) Program include the Refined SR 522/NE 145<sup>th</sup> St BRT proposed BRT Project (**Exhibit B**) which provides for the construction of distinct improvements, referred to as “Components,” that include three (3) BRT station pairs, non-motorized access improvements, bus lanes or queue jumps, and traffic signal adjustments along NE 145<sup>th</sup> Street;

**WHEREAS**, in 2017, Sound Transit, the City, and the cities of Bothell, Kenmore, Lake Forest Park, Seattle, and Woodinville entered into the Partners’ Concurrence Document (attached as **Exhibit C**), the principles agreed to in that document will apply to the BRT Program in general and the BRT Project in particular;

**WHEREAS**, the City and Sound Transit have existing agreements for the Lynwood Link Extension project (“LLE Project”), and this Agreement does not pre-empt or otherwise alter the terms of those agreements;

**WHEREAS**, Sound Transit and the City of Shoreline co-signed a Letter of Concurrence on April 22, 2020 which outlines the scope of the proposed Sound Transit SR 522/145<sup>th</sup> Bus Rapid Transit Project (“BRT Project”) within the City of Shoreline and describes Sound Transit’s funding contribution up to \$10 M and participation in the City of Shoreline’s I-5/145<sup>th</sup> Interchange Project (“Interchange Project”) in support of the City’s 2020 Surface Transportation Program (STP) , subject to approval by the Sound Transit Board of Directors (attached as **Exhibit D**).

**WHEREAS**, the SR523 (N/NE 145<sup>th</sup> Street) corridor is a state highway and City principle arterial, and the Washington State Department of Transportation (“WSDOT”), the City, and the City of Seattle (“Seattle”), collectively the “Corridor Parties,” have jurisdictional responsibilities and interests in design, construction and operations of that corridor;

**WHEREAS**, the Corridor Parties are currently engaged in multiple planning processes regarding future capital investments along the corridor. The Corridor Parties have shared amongst themselves the results of studies, provided comment, and sought to identify a common and consistent understanding of the needs, opportunities and constraints on the corridor, to help guide agency decisions regarding future capital infrastructure.;

**WHEREAS**, as a result of these studies, the City has developed two (2) capital improvement projects, the SR523 (N/NE 145<sup>th</sup> Street) and I-5 Interchange Project (“Interchange Project”) and the SR523 (N/NE 145<sup>th</sup> Street) Aurora Avenue N to I-5 Project (the 145<sup>th</sup> Corridor Project);

**WHEREAS**, the City’s Interchange Project will reconfigure the I-5/145<sup>th</sup> highway interchange with two roundabouts to improve transit access, speed, and reliability; better manage arterial traffic and on and off ramp traffic; and enhance pedestrian and bicycle facilities;

**WHEREAS**, Sound Transit and the City co-signed a Letter of Concurrence on April 22, 2020 which outlines the scope of the BRT Project within the City of Shoreline and describes Sound Transit’s funding contribution up to \$10 M and participation in the City’s Interchange Project in support of the City’s 2020 Surface Transportation Program (STP), subject to approval by the Sound Transit Board of Directors (attached as **Exhibit D**);

**WHEREAS**, the BRT Project proposes to construct a westbound BAT lane from just east of 8<sup>th</sup> Avenue NE to approximately 6<sup>th</sup> Avenue NE. Between 8<sup>th</sup> and 6<sup>th</sup> Avenues the current design includes a 12-foot wide shared use path and a 5-foot wide planting strip. Westbound NE 145<sup>th</sup> Street general-purpose traffic is expected to be metered in order to provide transit priority approaching the roundabout. The City’s Interchange Project will be designed to match



up to this proposed lane in the vicinity of 6<sup>th</sup> Ave NE. The City will be responsible for all improvements to the west of 6<sup>th</sup> Ave NE and for the traffic meter;

**WHEREAS**, the Sound Transit Board is expected to make a decision to select the project to be built and advance the BRT Project into final design in the coming months after the completion of environmental review. Shoreline is expected to complete environmental review of the proposed Interchange Project by the end of 2020. The BRT Project environmental review assumes that the Interchange Project will be completed after the BRT Project in 2024;

**WHEREAS**, the Sound Transit Board of Directors has the sole authority to identify the proposed BRT Project for environmental study and to subsequently select the BRT Project to be built after conclusion of the environmental review phase;

**WHEREAS**, Sound Transit will need to utilize City rights-of-way to build and operate transit service envisioned in the BRT Project;

**WHEREAS**, Sound Transit may acquire permanent and temporary property rights from private individuals and commercial interests within the City of Shoreline to implement the BRT Project;

**WHEREAS**, the timely delivery of the BRT Project is dependent upon close cooperation between the Parties, and the Parties wish to memorialize specific commitments from Sound Transit and from the City for the BRT Project;

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

## **1. PROJECT MANAGEMENT**

- 1.1. **Purpose.** With this Agreement, Sound Transit and the City are establishing a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the BRT Project within the City.
- 1.2. **Designated Representatives.** Each Party's Designated Representative is identified in **Exhibit E**. Exhibit E also describes the duties to be performed by the City's Designated Representative. 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.
- 1.3. **Process for Project Reviews.** BRT Project reviews will involve strategies, such as "over the shoulder" 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 BRT Project opportunities, risks, and issues. The Parties will participate in

these strategies and engagements and seek to resolve issues before Sound Transit provides formal submittals to the City for review.

1.3.1 In alignment with the three (3) month look ahead identified in Section 1.3.3, unless the Parties otherwise agree to an alternate review schedule in cases of multiple or concurrent reviews, Sound Transit will notify the City twenty-one (21) calendar days in advance of providing a BRT Project review package, including draft environmental documents, to the City.

1.3.2 Upon receipt of the BRT Project review package, the City will review and return consolidated comments to Sound Transit from all relevant City reviewers. If Sound Transit would like City permitting staff to be a part of the project review process prior to formal permit submittal, the parties will enter into a funding agreement to support these City of Shoreline review activities.

1.3.3 Sound Transit will provide the City with a minimum three (3)-month look-ahead schedule of review package submittals, updated regularly; and if there are changes to the schedule, Sound Transit will notify the City promptly, to help the City identify and plan for resources needed to conduct its reviews.

1.4. **Decision Making.** The Parties will 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 BRT Project scope, schedule, or budget, and will strive to reach concurrence before decisions are made.

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

1.5.1. **Schedule.** The Parties are mutually committed to meeting key BRT Project milestones. The Parties will regularly review staffing plans and levels of effort to support delivery of the BRT Project within the agreed-upon schedule. Accordingly, the Parties will work in good faith toward the target dates identified in the schedule attached as **Exhibit F**.

1.5.2. **Budget.** The Parties will facilitate the BRT Project being completed within adopted budget.

## 2. **PROJECT DEVELOPMENT**

### 2.1. **Overall Approach to BRT Program Development and Delivery**

2.1.1. Section VII of the Partners' Concurrence Document (**Exhibit C**) describes generally how the Sound Transit Board will engage the City and other stakeholders in their decision-making process for the BRT Project. The

overall development approach for the BRT Program is described in **Exhibit A** and indicates key decision points.

- 2.1.2. During Phase 1, identified in **Exhibit A**, Sound Transit conducted a project refinement activity, which included more detailed analysis to confirm the representative project alternative sites or site development options for the BRT Project.
- 2.1.3. During Phase 2, identified in **Exhibit A**, Sound Transit will complete environmental review of the BRT Project, and the Parties will review development regulations and processes that will likely apply to the BRT Project and identify and document any actions necessary to streamline the permit review process or resolve code conflicts, as further described in Section 5. The Parties will strive to identify the changes and actions that require Shoreline City Council actions, and the City will provide Sound Transit with schedule information to allow sufficient lead time to implement each change or action before permitting begins. At the conclusion of Phase 2, the Sound Transit Board will identify the BRT Project to be built.
- 2.1.4. During Phase 2, the Parties will also determine which components of the BRT Project, if any, will be implemented by the City and begin to develop any applicable funding agreement or agreements. After the Sound Transit Board identifies the BRT Project to be built, Sound Transit will begin the Implementation Phase and, if any components of the BRT Project are to be implemented by the City, execute the funding agreement or agreements whereby Sound Transit would fund design, right-of-way acquisition, permitting, construction, ownership, and maintenance of the components implemented by the City. The funding agreement or agreements should also contain mutually agreeable terms and conditions regarding Sound Transit review, approval, and oversight roles in relationship to the components implemented by the City.

## **2.2. Addressing Access and Transit Integration, Land Use, Transit-Oriented Development, Art, and Sustainability**

- 2.2.1. The Parties agree that the BRT Project stations, roadway improvements, non-motorized improvements, and design decisions will be informed by a balanced commitment to improving customer access from all modes (especially connecting local transit, pedestrian, and bicycle modes) and facilitating transit-supportive land use and urban form.
- 2.2.2. The Parties will identify priorities for improving customer access to the BRT system and will identify opportunities to maximize and leverage

project transit access-related funding by coordinating with City plans and other funding sources.

- 2.2.3. The City expects Sound Transit to design and construct sidewalks, curb ramps, and crosswalks in the immediate vicinity of the BRT stations where the right-of-way is improved by the BRT Project. The City expects that these facilities will be consistent with applicable City standards, though the City may consider design deviations, where necessary, in order to minimize property impacts and where cost is prohibitive due to site constraints or the like, provided that ADA standards and safe pedestrian and bicycle access are maintained.
- 2.2.4. The Parties will coordinate content and sequencing of their planning activities with regard to the BRT Stations, land use, and non-motorized access improvements. This should be done in such a way that both Parties preserve their interests while avoiding duplication of effort or sudden change in direction.
- 2.2.5. The Parties will work together to identify and evaluate opportunities for transit-oriented development (“TOD”) near the BRT Stations, 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 consistent with local plans and codes and Sound Transit’s statutory direction if surplus property is identified through the acquisition process.
- 2.2.6. Sound Transit and the City recognize that each agency has an art program and budget associated with each respective agency’s projects. Both agencies agree to work together to document a process for development, funding, fabrication, and installation of artwork associated with Sound Transit’s BRT Program. The process will describe community outreach and provide a design-review path for the artwork. This process may be documented in a future agreement.
- 2.2.7. The Parties will identify and evaluate opportunities for implementing green building and infrastructure, including certification to third-party standards such as LEED and Greenroads.

### **3. PROJECT DEFINITIONS**

- 3.1. **Project Development.** The Refined Project attached as **Exhibit B** was developed for the ST3 Plan for the purpose of establishing scope, cost estimates, and ridership forecasts. The Representative Project was used to establish the transit mode, corridor, number of

stations, general station locations, and non-motorized access during Phase 1, which resulted in refinements to form the basis for the BRT Project which is the subject of environmental review in Phase 2.

3.1.1 Pending Sound Transit Board approval, BRT Project components anticipated to be provided by Sound Transit within the City's municipal boundaries and/or along the north side of NE 145<sup>th</sup> Street corridor include:

- Lynnwood Link/Shoreline South/145<sup>th</sup> Street Station: BRT station amenities will be provided at the BRT pick-up zone to support reliable transfers between BRT and Lynnwood Link.
- 15<sup>th</sup> Avenue NE/NE 145<sup>th</sup> Street Station: A station would be established, and to facilitate bus speed and reliability, NE 145<sup>th</sup> Street would be widened at this intersection. Existing sidewalks would be reconstructed where disturbed by the BRT Project, as illustrated in the 10% Design Update.
- 30<sup>th</sup> Avenue NE (vicinity) Station: A station would be established, and existing sidewalks would be reconstructed where disturbed by the BRT Project to accommodate the station and any associated roadway widening. Sound Transit will continue to work with its partners to ensure that the final location of the station meets access, safety, and speed and reliability goals.
- NE 145<sup>th</sup> Street BAT Lane: A westbound BAT lane would be constructed by the BRT Project from just east of 8<sup>th</sup> Avenue NE to approximately 6<sup>th</sup> Avenue NE. Between 8<sup>th</sup> and 6<sup>th</sup> Avenues, the 10% Design Update includes a twelve (12) foot wide shared-use path and a five (5) foot wide planting strip. This BAT lane would connect to the westbound turn lane that will be constructed by the Sound Transit Lynnwood Link Extension project ("LLE Project") to provide for speed and reliability improvements for BRT.
- 145<sup>th</sup> Street corridor traffic management: Sound Transit and the City will cooperate to identify and implement appropriate traffic management measures within the existing NE 145<sup>th</sup> Street corridor to enhance safety and maximize travel reliability. The City will work with Sound Transit and other partners to evaluate and implement signal operations that minimize transit delay and enhance pedestrian and motorist safety. In undertaking this, Sound Transit and the City will strive to avoid or minimize negative impacts such as diversion of traffic into neighborhoods or reduced access to nearby schools and churches. As such, eastbound to northbound left turn restrictions may not be appropriate.

3.2 City's Interchange Project will reconfigure the I-5/145<sup>th</sup> Street highway interchange with two (2) roundabouts to improve transit access, speed, and reliability; better manage arterial traffic and on- and off-ramp traffic; and enhance pedestrian and bicycle facilities. The

Interchange Project roundabout on the east side of I-5 would alter the NE 145<sup>th</sup> Street/5<sup>th</sup> Avenue NE intersection and eliminate the planned LLE Project turn lane. As a result, the planned BRT Project BAT lane would merge into general purpose lanes in the vicinity of 6<sup>th</sup> Avenue NE. To ensure BRT speed and reliability equivalent to or better than that offered by the BRT Project configuration, westbound NE 145<sup>th</sup> Street general-purpose traffic would be metered in the vicinity of 6<sup>th</sup> Avenue NE in order to provide transit priority approaching the roundabout. This meter and all associated meter infrastructure would be constructed by the City and activated upon substantial completion of the Interchange Project. The Interchange Project would be designed to match up to the BRT Project curb locations and paving limits in the vicinity of 6<sup>th</sup> Avenue NE.

3.2.3 The Interchange Project does not anticipate underground utility relocations or modifications and therefore it will not modify planned underground LLE Project work.

3.2.4 Sound Transit's BRT Project would benefit from improved transit speed and reliability offered by the City's Interchange Project and, therefore, it is anticipated that Sound Transit would contribute up to \$10 million to the Interchange Project, subject to completion of the City's environmental review. Sound Transit will support the City's grant applications and other efforts to secure full funding for the Interchange Project. Due to economic uncertainty created by the impacts of COVID-19, an agency work group is developing the information and data the Sound Transit Board will consider in a realignment process that may be similar to the 2010 process during the Great Recession. The scope and timing of the BRT Project will be considered during the realignment process and any contributions to the Interchange Project will be subject to approval by the Sound Transit Board.

**3.3 Scope Control.** The Parties agree to follow Sound Transit Board Resolution No. R2009-24 (the "Scope Control Policy") to address requests to enhance the BRT Project scope. Any decisions on scope changes will be memorialized in agreements as mutually determined by the Parties.

#### **4. ENGAGEMENT AND COMMUNICATIONS**

4.1. **Community Engagement and Communication Plan.** The Partners' Concurrence Document (**Exhibit C**), provides a description of the Community Engagement and Communications Plan with regard to the BRT Project.

4.2. **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 BRT Project. Coordination may include identifying opportunities for joint public statements.

## 5. STREAMLINED PERMITTING

- 5.1. **Funding Agreement.** The City and Sound Transit may enter into a separate funding agreement to support the City’s permit review and approval(s) for the BRT Project.
- 5.2. **Code Review.** Sound Transit will coordinate with the City to complete a code review as part of streamlined permitting to assess compatibility of the BRT Project with applicable provisions of the Shoreline Municipal Code (SMC). The City and Sound Transit will identify appropriate actions that could facilitate BRT Project delivery.
- 5.3. **Draft Permitting Plan.** Before completion of Phase 2, the Parties will develop a draft Permitting Plan that supports the proposed BRT Project action and schedule.
  - 5.3.1. The draft Permitting Plan will describe the processes intended to facilitate the timely preparation, filing and processing of any required permits, identify City departments with permitting responsibilities, and address the overall strategy for completing land use and/or discretionary approvals, environmental permits to be issued by the City, and building/trade/ministerial permits.
  - 5.3.2. The draft Permitting Plan will also address the potential or selected delivery method(s) for BRT 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.
  - 5.3.3. The Parties will develop timelines in the draft Permitting Plan that support the ST3 Plan goals of issuing land use decisions within one hundred twenty (120) days of City acceptance of a complete application and the goal of approvals of construction permit decisions within sooner timeframes that includes a “time-clock” process to account for turn-around times for Sound Transit to address comments, clarifications, or necessary revisions.
- 5.4. **Final Permitting Plan.** Upon completion of the environmental review phase and selection of the BRT Project to be built, the Parties will develop a final Permitting Plan and implement the processes identified in the final Permitting Plan. Implementation actions identified in the final Permitting Plan may be formalized in permitting agreements, development agreements, or other agreements as mutually agreed by the Parties.
- 5.5. Nothing in this Agreement shall be deemed a waiver of the City’s regulatory authority, review fees, nor a predetermination of BRT Project compliance with applicable codes and regulations.

## **6. ENVIRONMENTAL REVIEW**

- 6.1. For the BRT Project, 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 BRT Project in accordance with SEPA. The City, including all relevant departments and divisions, will participate in the environmental review process to ensure that the scope of review, 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 BRT Project permitting process regarding environmental impacts or mitigation measures.
- 6.2. The City commits to participating in the environmental review process as a Consulted Agency under SEPA, and as a Cooperating Agency under the National Environmental Policy Act (“NEPA”) if federal funds are to be obtained for the BRT Project, as appropriate. The City will review the scope and environmental documents for the BRT Project. The environmental review will cover the City’s issuance of all permits for the BRT Project as well as agreed upon environmental mitigation for BRT Project impacts. The City will use and rely on the BRT Project’s environmental documents and agreed upon mitigation measures to satisfy its SEPA responsibilities, consistent with WAC 197-11-600.

## **7. ESSENTIAL PUBLIC FACILITIES**

- 7.1. The Parties agree that the BRT Project is an essential public facility (“EPF”) and that the requirements of RCW 36.70A.200 apply. The siting and location of the BRT Project will be consistent with Chapter 36.70A RCW.

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

- 8.1. Sound Transit has selected Design-Bid-Build as the delivery method for all BRT project elements in along 145<sup>th</sup> as design build delivery format.

## **9. PROPERTY ACQUISITION**

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

- 9.1.1. Sound Transit will require use of City rights-of-way to build and operate transit service envisioned in this BRT Project. Sound Transit may also acquire permanent and temporary property rights from private individuals and commercial interests to implement the BRT Project.
- 9.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements, early in the BRT Project development phase. Sound Transit will assess the risk of



potential loss of critical parcels due to imminent property sale or development pressure in the corridor. Parcels at risk of imminent development may be subject to further evaluation and potential suitability for early protective acquisition by Sound Transit.

- 9.1.3. The City's Designated Representative will notify Sound Transit's Designated Representative of potential development activities (pre-application or permit requests, etc.) on parcels along the refined BRT Project, once identified.

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 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 and protocols for developing plans for the necessary relocation of utilities owned by the City. To the extent possible the City will use its existing franchise agreements with third-party utilities to have the utilities moved at their expense. The Parties agree that they will discuss and consider Sound Transit payments to the City for the cost of relocation of utilities owned by the City as part of the development of such procedures and protocols. The schedule and timeline for utility relocation is critical to the overall BRT Project schedule.

## **10. DISPUTE RESOLUTION**

- 10.1. The Parties will work cooperatively and in good faith to resolve issues as they arise. 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 BRT Project, except as set forth herein.
- 10.2. The Parties will use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.
- 10.3. 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 shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 10.4. 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, as shown in **Exhibit D**. The Parties will use their best efforts to resolve disputes arising out of or related to this Agreement or the BRT Project using good faith

negotiations by engaging in the following dispute resolution process should any such disputes arise:

10.4.1. Level One: Sound Transit's Designated Representative and the City's Designated Representative will meet to discuss and attempt to resolve the dispute in a timely manner. If these individuals 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.

10.4.2. Level Two: Sound Transit's BRT Program Director and the City's Transportation Services Manager will meet to discuss and attempt to resolve the dispute in a timely manner. If these individuals cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

10.2.3 Level Three: Sound Transit's Corridor Development Director and the City's Public Works Director will meet to discuss and attempt to resolve the dispute in a timely manner.

10.5. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within 14 calendar days, the Parties are free to seek any available legal remedy, up to and including filing suit. At all times prior to resolving the dispute, the Parties will 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.

10.6. The dispute resolution process may be supplemented by subsequent agreements identified within this agreement

## **11. GENERAL PROVISIONS**

11.1. **Duration of Agreement.** This Agreement shall take effect on the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until the BRT Project contemplated by this Agreement is completed and the first day of revenue operation has occurred, unless this Agreement is extended by mutual agreement of the Parties pursuant to Section 11.9 or superseded by a future agreement.

11.2. **Warranties**

11.2.1. By execution of this Agreement, the City warrants 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; and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatory for the City hereto is authorized to sign this Agreement.

11.2.2. By execution of this Agreement, Sound Transit warrants 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; and that the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatory for Sound Transit hereto is authorized to sign this Agreement.

11.3. **Administration of Agreement.** This Agreement will be jointly administered by Sound Transit’s Designated Representative and the City’s Designated Representative. Each Party shall be responsible for its own public records and public records requests submitted pursuant to chapter 42.56 RCW.

11.4. **Assignment and Beneficiaries.** Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. 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.

11.5. **Notices.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

11.5.1 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.

11.6. **Federal Provisions.** Sound Transit’s design and construction of the BRT Project may become subject to a financial assistance contract between Sound Transit and the Federal Transit Administration (“FTA”) and/or the Federal Highway

Administration (“FHWA”). Both Parties recognize that the FTA/FHWA may request a change to this Agreement to comply with its funding requirements.

- 11.7. **Governing Law and Venue.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. Venue of any suit between the Parties arising out of this Agreement shall be King County Superior Court or the US District Court for Western Washington.
- 11.8. **Interpretation.** 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. Nothing herein shall be construed as a waiver of either Party’s statutory or constitutional owners, The Parties intent that this Agreement be interpreted to the full extent authorized by applicable law.
- 11.9. **Costs.** Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Agreement. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its own legal costs and expenses, including attorney’s fees, incurred in prosecuting or defending such claim or lawsuit, including all appeals. However, nothing in this paragraph shall be construed to limit the Parties’ rights to indemnification.
- 11.10. **Legislative Actions.** 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 the Shoreline City Council are recognized as legislative actions. The Parties further 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 execution must first be approved by vote of the Sound Transit Board or the Shoreline City Council, such actions or executions are recognized to be legislative actions.
- 11.11. **Cooperative Efforts.** The Parties agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 11.12. **Non Waiver.** 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, nor such failure to enforce shall not constitute a waiver of rights or acquiescence to the other Party’s conduct.
- 11.13. **No Joint Venture.** 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.

- 11.14. **Counterparts.** 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.
- 11.15. **Amendments.** 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.
- 11.16. **Captions.** The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.
- 11.17. **Severability.** 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.

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 shall be the last date written below:

**SOUND TRANSIT**

**CITY OF SHORELINE**

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

By: \_\_\_\_\_  
Debbie Tarry, City Manager

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

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

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

Authorized by City Council on \_\_\_\_\_, 2020

**EXHIBIT LIST**

- Exhibit A: Overall Approach to Project Development and Delivery
- Exhibit B: ST3 Plan Refined Project Template
- Exhibit C: SR 522/SR 523 Partners' Concurrence Document
- Exhibit D: Letter of Concurrence
- Exhibit E: Designated Representatives and Description of Role
- Exhibit F: Schedule Milestones

## EXHIBIT A

### BRT PROGRAM



#### Phase 1: Project Refinement

- Community Engagement and Communications Plan Activities
- Proposed action concurrence document

**CONCLUSION: BOARD Approves proceeding with conceptual design and environmental review for PROPOSED ACTION**

#### Phase 2: Complete Conceptual Engineering and Environmental Review

- Continued Community Engagement and Communications Plan Activities
- Select project delivery method
- Draft Permitting Plan

**CONCLUSION: BOARD SELECTS PROJECT TO BUILD**

#### Implementation Phase

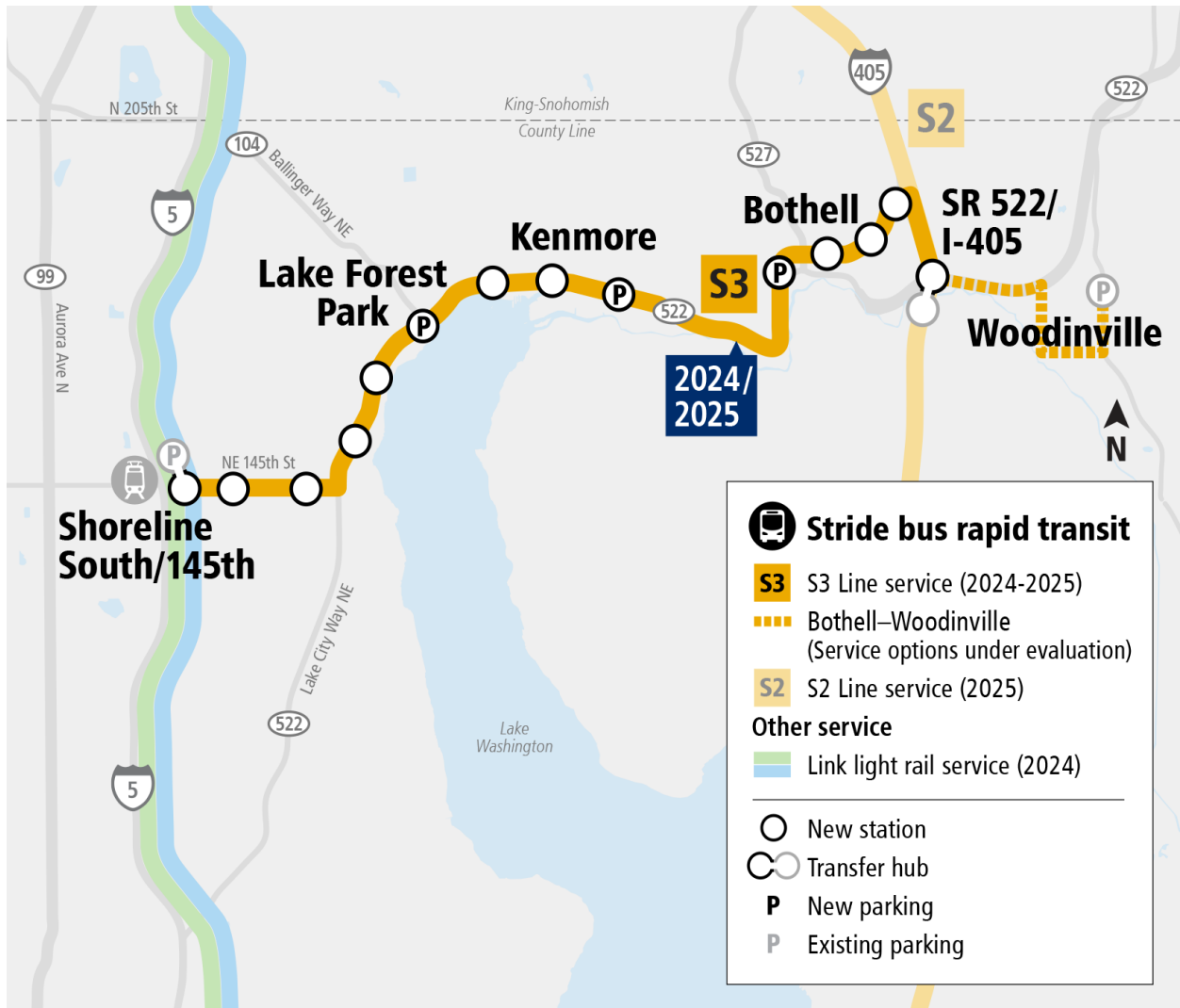
- Permitting actions
- Construction begins
- Pre-Operations testing

#### Operations

- Facilities open to public/revenue service begins

EXHIBIT B

ST3 PLAN REFINED PROJECT TEMPLATE



**EXHIBIT C**

**SR 522/SR 523 BRT PARTNERS' CONCURRENCE DOCUMENT (GCA 0176-17)**

(see following seven pages)



**Sound Transit SR 522/523 Bus Rapid Transit (BRT) Project**  
**Partners' Concurrence Document**  
**GA 0176-17**

**I. INTRODUCTION**

- A. 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.
- B. To meet the challenges of delivering the ST3 projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that embraces new alternative methods of working. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and developed new approaches for working with project partners, stakeholders, and local jurisdictions. Additionally, Sound Transit will conduct a robust city and public outreach and stakeholder engagement effort to reach early and durable agreement on project definition, including station locations, access, branding, transit integration, and other project components. The public partner and stakeholder involvement process will be designed to reach key milestones earlier in the project development process, including early identification of the preferred alternative, to achieve the accelerated project delivery schedule.
- C. While the ST3 Plan adds Bus Rapid Transit (BRT) service in two corridors, Interstate 405 (1-405) and SR 522/SR 523, this Partners' Concurrence Document is applicable to the SR522/523 BRT Project only. BRT benefits to Sound Transit riders include:
- Reliable and frequent: Service every 10 minutes in the peak and off-peak periods from NE 145th Street to UW Bothell and every 20 minutes in the peak and off-peak between UW Bothell and Woodinville.
  - Dependable: Reliable headways with bidirectional service with up to 19 hours of service Monday through Saturday, and up to 17 hours on Sunday.
  - Accessible: Stations accessible for all persons including those with disabilities, providing shelter and information on schedules and routes with direct connections to local and regional destinations.
  - Easily identifiable: Distinct and consistent branding for stations and vehicles.
- D. This Concurrence Document has been developed to help facilitate the delivery of SR 522/523 BRT. It is intended to broadly describe roles, responsibilities, goals, and expectations for the public agencies participating in the Project. This document and subsequent agreements will help the Parties cooperate effectively, so that revenue service begins on schedule by the end of 2024. Specific roles and responsibilities will be defined in partnership agreements with individual agencies (see section VIII.B.).

## II. PARTIES

The Parties are Sound Transit, the Washington State Department of Transportation (WSDOT), King County, and the cities of Bothell, Kenmore, Lake Forest Park, Seattle, Shoreline, and Woodinville.

## III. PROJECT INFORMATION

- A. Sound Transit's BRT program development for the I-40S and SR522/523 BRT Projects will involve coordinated planning, design, and implementation of BRT elements, including routes, stations, a bus operations and maintenance facility, vehicle fleet, rider information/technology integration, and branding. The two Projects share several common elements including a bus operation and maintenance facility, BRT station design and functional elements, vehicles purchases, and branding. Other documents and agreements may be developed to separately address the 1-405 BRT Project and common elements shared between the two Projects.
- B. The SR 522/523 BRT Project will be developed along the SR 522 and SR 523 corridors, with a western terminus at the future Shoreline South/145th Link station (serving the SR 523/1-5 interchange), then east along SR 523 to the intersection with SR 522 (Bothell Way NE) and continuing along SR 522, 99th Ave. NE, NE 185<sup>th</sup> St, and Beardslee Blvd to the University of Washington (UW) Bothell campus. BRT service, with limited capital improvements, will be provided from UW Bothell to Woodinville. The cities along this corridor, WSDOT, and Sound Transit have each undertaken previous efforts to develop transit and BRT infrastructure such as Business Access and Transit (BAT) lanes in Kenmore and Bothell and the 145<sup>th</sup> Multi-modal Corridor Study led by the City of Shoreline in partnership with the parties to this document. Also, in 2016 the cities formed a coalition to promote adding the 522 BRT Project to the ST3 project list.
- C. The ST3 Plan included a "representative alignment" for SR 522/523 BRT, which is a conceptual scope of work and estimated costs for the Project for the purpose of generating preliminary cost and planning data. The representative alignment is attached as **Exhibit A**. The Project will use general purpose lanes, queue jumps, and existing and new BAT lanes and bus only lanes as well as operational improvements. There are nine station pairs, three 300-stall parking garages, and a transit center planned at UW Bothell/Cascadia College. Depending on location, improvements to rights-of-way will be owned and maintained by WSDOT or the applicable city. Sound Transit will be responsible for ownership and maintenance of transit facility elements (shelters, benches, garages, etc.).

## IV. KEY ROLES AND RESPONSIBILITIES

- A. Sound Transit: Serves as the Project lead and is the lead agency for compliance with the State Environmental Policy Act . Sound Transit and its partners will collaborate to identify a preferred alternative prior to initiation of the environmental review process, and to refine it throughout the project development process. The Sound Transit Board of Directors makes final decisions regarding the Project based on environmental review and input from project partners, stakeholders, local jurisdictions, and other public comment. Sound Transit is responsible to fund the design and construction of the SR 522/523 BRT Project and ensure operation and maintenance of SR 522/523 BRT service.

- B. WSDOT: Will have design approval as appropriate for State Routes and may serve as potential construction agent<sup>1</sup>.
- C. Cities: Local agencies have in some cases already made significant capital improvements to this corridor to accommodate BRT service. They also have regulatory authority for permitting decisions and design authority for city streets, will collaborate with Sound Transit on design, or may have design approval under agreement with Sound Transit, and may serve as potential design and construction agents. Specific roles and responsibilities will be described in subsequent partnership agreements.
- D. King County: A portion of SR 523 (NE 145th St.) is in unincorporated King County. As a state highway, WSDOT has regulatory authority and maintenance responsibility over King County's portion of the roadway. King County will provide input to design. King County Metro provides transit service along the corridor and will work with Sound Transit to integrate capital and service needs and improvements with the SR 522/523 BRT Project along the corridor.

**V. GENERAL GOALS AND EXPECTATIONS**

- A. Sound Transit plans to develop, build, and operate BRT in the SR 522/523 corridor.
- B. Sound Transit recognizes that transit facilities and services play an important role in helping communities achieve long-term land use and transportation goals including place-making and downtown planning.
  - 1. For example, Sound Transit recognizes that cities have an interest in the function and design of parking facilities to be developed in this Project in Lake Forest Park, Kenmore, and Bothell. All members of the Project team should collaborate and seek to achieve the best possible architectural and operational solutions.
- C. Sound Transit's services implemented for this Project will be of high quality, consistent with Sound Transit financial plans, and open for service on schedule.
- D. The SEIP establishes timelines for project delivery consistent with the ST3 Plan. To deliver projects within the established timelines, Sound Transit is embracing new ways of organizing internally, as well as new approaches for working with stakeholders, partners, jurisdictions, and the planning, design, and construction contracting communities. It is in the mutual interests of the Parties to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- E. Transparent processes with clear goals, objectives, and decision-making milestones will help ensure success. The Parties will develop a schedule outlining key decision-making milestones, working collaboratively to develop the Project within scope, schedule, and budget.

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<sup>1</sup> Guidelines Reached by the Washington State Department of Transportation and the Association of Washington Cities on the Interpretation of Selected Topics of RCW 47.24 and Figures of WAC 468-18-050 for the Construction, Operations and Maintenance Responsibilities of WSDOT and Cities for Such Streets is available at: <http://www.wsdot.wa.gov/NR/rdonlyres/56224677-BSBE-41F4-96CI-01BC888052CB/0/CityStreets.pdf>

- F. The Parties agree to work cooperatively and in good faith toward resolution of issues in a timely manner.
- G. The Sound Transit financial plan includes funding for the Project representative alignments, including identified costs for preliminary engineering and environmental review, staffing, final design and specifications, planning for transit-oriented development, transit integration, sustainability, station access, property acquisition and relocation, permits, construction, mitigation, and contingencies. Future federal or other grant funding may also be secured.
- H. To ensure effective intergovernmental cooperation and efficient Project review, Sound Transit and the Parties shall each designate staff representative(s) responsible for communication and coordination regarding the Project and to review the work of assigned staff within their organization.
- I. The Parties will strive to ensure that all applicable local, state, and federal requirements are met. The Parties will review development regulations and permit review processes to identify potential code and process changes necessary to streamline the permit review process or resolve code conflicts as mutually agreed. The Parties will strive to identify the changes and actions requiring Executive or Council actions with sufficient lead time to implement the changes or actions before permitting begins.
- J. Recognizing the above principles and the complexities of the tasks involved, the Parties will take steps to provide efficient processes, including but not necessarily limited to:
  - 1. Organize functions to ensure effective communication between team representatives and between teams and the respective organizations.
  - 2. Provide executive oversight and direction to the assigned teams to ensure the performance of assigned elements.
  - 3. Give priority to the reviews and approvals related to the Project, as appropriate and mutually agreed by respective agencies.
  - 4. Evaluate task completion on an ongoing basis to minimize time required to design and construct Project elements.
  - 5. Monitor Project status and tasks on an ongoing basis to keep Project on-track.
  - 6. Identify and implement opportunities for conducting concurrent and streamlined activities to support efficient design and construction phases.
  - 7. Conduct meetings to follow timeline and encourage meaningful input by the Parties.
- K. Specific commitments by each Party may be identified in future agreements and plans (see section VIII.B.).
- L. The performance of the system as a whole depends on the performance of individual components such as travel lanes, stations, intersections, etc. Each jurisdiction has an interest in helping to individually and collectively ensure the system can meet performance goals.

VI. PROJECT SCHEDULE AND DELIVERY DATE

- A. The Project is scheduled to begin revenue service along the corridor before the end of 2024. An 18-month look ahead is attached to this document as **Exhibit B**. As project development proceeds, updated schedules will be developed by Sound Transit and shared among the parties for review and input.
- B. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin BRT revenue service on time. Accordingly, the parties will work in good faith toward the target dates identified in the schedule by raising any concerns, potential conflicts, or other issues as early as possible, and by working collaboratively to solve problems.
- C. The Parties will coordinate their respective planning, capital development, and service programs to take advantage of opportunities to reduce costs and increase benefit for all partners.
- D. The Parties will coordinate to manage construction schedules in such a way to minimize public disruption whenever possible.

VII. COMMUNITY ENGAGEMENT AND COMMUNICATIONS

- A. Sound Transit will consult with the partners to develop a Community Engagement and Communications Plan that describes the process for convening and managing three community engagement groups as envisioned in the SEIP - an Elected Leadership Group, a Stakeholder Group, and an Interagency Group – as well as engaging with the public and the media. The Parties agree that the purpose of engaging with these groups is to offer opportunities for greater and sustained collaboration early in Project development. The Community Engagement and Communications Plan will further describe the roles and responsibilities of the groups generally comprised as follows:
  - 1. The Elected Leadership Group will be comprised of Sound Transit Board members and other local elected officials in the corridor.
  - 2. The Stakeholder Group will be comprised of transit riders, residents, business owners, major institutional representatives, community organizations and other members of the public.
  - 3. The Interagency Group will be comprised of senior staff from Sound Transit and the city, county, state, and federal permitting agencies empowered with technical decision-making authority.
    - i. As of the date of this writing, Sound Transit, City Managers, and senior agency staff along this corridor have already started meeting regularly. This group has helped to serve the collaboration goal of the SEIP and there is support for it to continue these regular meetings. Such a 'city managers' group could serve as the inter-agency group.
  - 4. These groups will be tailored to the needs of the Project, and will help advise and guide the Project as alternatives are analyzed, a preferred alternative is identified, and final decisions are made by the ST Board.

5. Sound Transit recognizes that:

- i. The groups described in this section will help to ensure the SR 522/523 BRT Project is designed and built to operate as a well-integrated system along the corridor. Such multi-jurisdictional groups are not a substitute for community-specific decision-making.
- ii. There will be issues and opportunities that are specific to individual cities or locations and that the relevant partner agencies should collaborate to address those issues.

B. Each partner is encouraged to use their own communication and outreach infrastructure in support of the Project. For example, a city could use a planned event or its website to help notify and engage community members.

#### VIII. **ADDITIONAL AGREEMENTS**

- A. This Concurrence Document is the first of multiple agreements and concurrence actions that may be necessary to document shared understanding and commitments between Sound Transit and the other Parties over the life of the Project. This document may be signed in counterparts, and it is effective between Sound Transit and each of the signing Parties once signed. The Parties anticipate entering into future agreements as the Project advances through subsequent design and delivery phases. Future agreements may include a partnering agreement, preferred alternative concurrence document, permitting plan, permitting and development agreements, or other agreements as mutually determined by the Parties.
- B. Sound Transit will collaborate with its partners to propose to develop, negotiate, and execute future agreements on a case-by-case basis, consistent with the SEIP and this Concurrence Document. The parties acknowledge that timely consideration of those agreements will help facilitate the Project. The Partnering Matrix, included as an appendix in the SEIP (see **Exhibit C**), lists and describes the types of agreements that may be required to deliver the Project.

IX. SIGNATURE PAGE

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Jennifer Phillips, City Manager  
City of Bothell

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Rob Karlinsey, City Manager  
City of Kenmore

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Pete Rose, City Manager  
City of Lake Forest Park

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Scott Kubly, SOOT Director  
City of Seattle

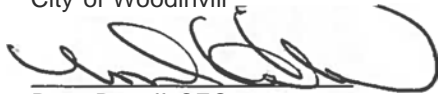


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Debbie Tarry, City Manager  
City of Shoreline

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Brandon Buchanan, City Manager  
City of Woodinville



---

Peter Rogoff, CEO  
Sound Transit

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Harold Taniguchi, Director, King County DOT  
King County

---

Patty Rubstello, Assistant Secretary, Urban Mobility and Access  
WSDOT

EXHIBITS:

Exhibit A: SR 522 BRT Project Template

Exhibit B: 18-month Project look-ahead

Exhibit C: System Expansion Implementation Plan including Partnering Matrix

**EXHIBIT D**

**LETTER OF CONCURRENCE**

**(see following two pages)**





April 22, 2020

Debbie Tarry, City Manager  
City of Shoreline  
17500 Midvale Avenue North  
Shoreline, WA 98133

**RE: Sound Transit Contribution to Shoreline Interchange Project**

Dear Ms. Tarry:

I am writing to confirm Sound Transit's interest in providing a financial contribution to the City of Shoreline's SR 523 (N/NE 145th Street) & I-5 Interchange Improvements project (Interchange Project) that includes a design with roundabouts. This contribution would reflect the benefits of the roundabout project design to Sound Transit's riders and to our SR 522 / NE 145th Stride Bus Rapid Transit project.

For several years, the cities of Shoreline and Seattle, WSDOT, King County Metro and Sound Transit have been collaborating on several capital planning and design projects that affect the I-5 Interchange area at NE 145th St (SR 523). These include Shoreline's Connecting Washington capital project on NE 145th St, Sound Transit's Lynnwood Link Extension (LLE) project and our SR 522 Stride BRT project. Other related projects include potential King County Metro service changes, potential land use and zoning changes by the city of Seattle and WSDOT's larger vision study for the corridor.

The multiple projects offer opportunities and challenges for each agency to share data and analysis, align decision-making and collaborate to find cost-effective solutions. Sound Transit believes that the roundabout design for the interchange offers such a solution. The design would improve transit travel time and reliability, offer safer pedestrian and bicycle connections, reduce adjacent property impacts and improve general traffic capacity. We appreciate each agency's cooperation to develop this win-win approach.

We intend our contribution to reflect the value of the project to Sound Transit and to help provide a contribution and potential match for the City's Surface Transportation Program grant application for the Interchange Project. In support of this grant application, Sound Transit anticipates contributing up to \$10 Million to the Interchange Project.

Important elements to note:

- Environmental review and permitting for the Interchange Project must be completed in a time sufficient to support final design and construction and align with 2024 opening of the LLE and Stride BRT projects.
- Sound Transit will not complete project development or construction. We understand that WSDOT Northwest Region has expressed their interest in doing so.

**CHAIR**

**Kent Keel**

*University Place Councilmember*

**VICE CHAIRS**

**Dow Constantine**  
*King County Executive*

**Paul Roberts**  
*Everett Councilmember*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**David Baker**  
*Kenmore Mayor*

**Claudia Balducci**  
*King County Council Chair*

**Bruce Dammeier**  
*Pierce County Executive*

**Jenny Durkan**  
*Seattle Mayor*

**Debora Juarez**  
*Seattle Councilmember*

**Joe McDermott**  
*King County Council Vice Chair*

**Roger Millar**  
*Washington State Secretary  
of Transportation*

**Ed Prince**  
*Renton Councilmember*

**Kim Roscoe**  
*Fife Mayor*

**Nicola Smith**  
*Lynnwood Mayor*

**Dave Somers**  
*Snohomish County Executive*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

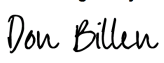
**Peter M. Rogoff**

Debbie Tarry  
April 22, 2020  
Page 2

- Due to the economic uncertainty created by the impacts of COVID-19, an agency work group is developing the information and data the Sound Transit Board will consider in a realignment process that may be similar to the 2010 process during the Great Recession. The scope and timing of the BRT Project will be considered during the realignment process and any contributions to the Interchange Project will be subject to approval by the Sound Transit Board.
- Sound Transit is highly interested in seeing this project completed. We will continue to collaborate with all partners to resolve issues, identify funding options, and complete design and construction.

We hope that this collaborative work across multiple jurisdictions is recognized and the Interchange Project is strongly considered for funding. Partnerships like this will help make Sound Transit's investments in high capacity transit even more successful.

Sincerely,

DocuSigned by:  
  
82706978D0E842F...

Don Billen  
Executive Director – Planning, Environmental and Project Development  
Sound Transit

## EXHIBIT E

### DESIGNATED REPRESENTATIVES

#### SOUND TRANSIT:

Kathy Leotta  
Project Manager  
Sound Transit  
401 S Jackson St  
Seattle, WA 98104  
(206) 903-7028  
[kathy.leotta@soundtransit.org](mailto:kathy.leotta@soundtransit.org)

#### CITY OF SHORELINE:

Nora Daley-Peng  
Senior Transportation Planner  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133  
(206) 801-2483  
Ndaleypeng@shorelinewa.gov

### CITY DESIGNATED REPRESENTATIVE ROLE

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 (including Public Works, Planning and Community Development, 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 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 would also be anticipated.

Key responsibilities of the Designated Representative would include:

#### **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, City Council, and City Manager.
- Manage internal coordination efforts between various City departments.
- Attend 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 project refinements, station area planning, system access, TOD or other issues.
- Support and facilitate Sound Transit with successfully navigating the City's processes and meeting the City's permitting requirements in a timely manner.

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

- Respond to Sound Transit and consultant 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 environmental related documents and resolve inconsistencies among review comments between departments.
- Coordinate City staff review of design submittals for BRT stations, roadway improvements, and other BRT elements 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 agreements with Sound Transit at key decision points or milestones in project development.
- Facilitate administration of interagency agreements, including City budget process, legislation, and ongoing reporting and financial management.

## EXHIBIT F

### SCHEDULE MILESTONES

