

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Enter into a Funding Agreement with the Central Puget Sound Regional Transit Authority (Sound Transit) for the City of Shoreline SR 523 (N/NE 145th Street) & I-5 Interchange Project
DEPARTMENT:	Public Works
PRESENTED BY:	Nytasha Walters, Transportation Services Manager
ACTION:	<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 145th Street Corridor. Two key projects are the Sound Transit State Route 522 / NE 145th Street Bus Rapid Transit (BRT) Project and the City of Shoreline State Route 523 (N/NE 145th Street) & Interstate-5 Interchange Improvements (Interchange) Project.

Recognizing that the City Interchange Project will provide for BRT operational improvements (including transit priority metering), reduce capital costs to Sound Transit over the alternative signal Improvement project, and provide pedestrian access and safety benefits, Sound Transit confirmed interest in providing a financial contribution that reflects the benefits to Sound Transit riders that the Interchange Project will provide.

This collaboration was formalized in a Partnering Agreement between Sound Transit and the City that was executed on January 12, 2021. The Partnering Agreement outlines the roles and responsibilities for each party in implementing these projects. The final component of this partnership is to execute a Funding Agreement. This Agreement, which provides for a \$10 million contribution from Sound Transit to the Interchange Project, has been developed and is attached to this staff report as Attachment A. Tonight, staff is seeking Council authorization for the City Manager to enter into this Funding Agreement with Sound Transit.

RESOURCE/FINANCIAL IMPACT:

This Funding Agreement commits Sound Transit to a \$10 million funding obligation for the Interchange Project which will be utilized in the right-of-way and construction phases. Although the City has secured Federal Highway Administration (FHWA) funding, Regional Mobility State funding, and pending State Transportation Improvement Board (TIB) funding (application was submitted this summer and

successful candidates will be announced late fall), the City would not be financially able to move the Interchange Project forward through construction without these Sound Transit funds.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the Funding Agreement with Sound Transit for financial contribution to the Interchange Project.

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

INTRODUCTION

Since Sound Transit established that its Lynnwood Link Extension (LLE) project would be constructing two light rail stations in the City of Shoreline (City), both agencies have been working closely together on projects that would provide access to the future Shoreline South/148th light rail station. Sound Transit is designing and will construct their BRT Project improvements (providing bus rapid transit from the station, along 145th Street east of I-5 to SR 522 then north/ northeast to the cities of Shoreline, Seattle, Lake Forest Park, Kenmore, and Bothell) and the City is designing and will construct the Interchange Project with a pair of roundabouts to improve safety, efficiency, and access.

The Interchange Project improvements are beneficial to the operation of the Sound Transit BRT Project and mitigates improvements that Sound Transit may have otherwise had to implement for the BRT Project and the LLE project. Acknowledging this, Sound Transit committed to a financial partnership with the City which was memorialized in a Partnering Agreement executed on January 12, 2021. The attached Funding Agreement (Attachment A) is the final piece of this partnership, providing specifics on the \$10 million that Sound Transit will contribute to the Interchange Project.

BACKGROUND

The City has been collaborating with Sound Transit over the last few years on key projects in the vicinity of the future Shoreline South/148th Station. Early on, Sound Transit recognized the benefits that improvements at the interchange will provide to both their light rail and BRT projects.

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 a Sound Transit funding contribution of up to \$10 million for the Interchange Project as recognition of the mutual benefits the Interchange Project was providing. This Letter of Concurrence allowed the City to move forward with the Interchange Project seeking additional funding with the confidence that Sound Transit would be providing the crucial matching funds to secure federal and state funding.

With the Letter of Concurrence in place, both parties began work on a Partnering Agreement which laid out basic project management, decision making, responsibilities, and process elements for project delivery. This Partnering Agreement was brought before Council in a [staff report at the November 9, 2020 Council meeting](#) and was executed on January 12, 2021.

The attached Funding Agreement is a final step in safeguarding a Sound Transit financial commitment. This agreement sets forth the terms and conditions for Sound Transit's contribution of up to \$10 million in funding for the Interchange Project. Originally anticipated to be finalized and presented to the Sound Transit Board in early 2021, funding shortfalls resulted in delays and Board discussions on which projects to move forward with adjusted schedules. Shoreline has worked closely with Sound Transit staff to keep the BRT Project moving forward with a slight delay, now expected to be operational in 2026. Staff is asking that Council authorize the City Manager to

sign this Funding Agreement so that it may go before the Sound Transit Board on November 18, 2021.

DISCUSSION

The City has been actively seeking funding to complete the Interchange Project since its inception. The \$10 million in funding from Sound Transit should provide close to complete funding of the Interchange Project if a pending Transportation Improvement Board (TIB) funding application submitted this summer is successful. TIB will announce successful candidates in late fall. If successful, the Interchange Project will have the following funding in place:

Revenue Source	Amount (\$)	Phase
Roads Capital Fund	\$ 1,039,000	Design
Federal STP	\$ 3,892,500	Design
TIB (<i>pending</i>)	\$ 5,000,000	ROW & Construction
Federal STP	\$ 4,920,000	Construction
Sound Transit	\$ 10,000,000	Available for all phases
Regional Mobility	\$ 5,000,000	ROW & Construction
Total	\$ 29,851,500	

This represents just under \$30 million in secured revenue (again, pending the TIB results). The total project cost is currently estimated at approximately \$31 million. The difference between available revenue and the total project will be absorbed by adjustments to scope and coordination with the Sound Transit LLE project revisions.

In January 2021, when the City entered into the Partnership Agreement with Sound Transit outlining responsibilities for each party, it was in good faith that the Funding Agreement would also be executed at a later date. At the time, staff felt comfortable with this decision informing Sound Transit that should their Board decide not to execute a Funding Agreement, the City would not be able to move forward with the Interchange Project. If that were to occur, Sound Transit would be required to construct alternative, more expensive, and impactful road improvements on 145th Street in order to ensure their desired transit performance.

At this point, Sound Transit staff have assured City staff that the Board is scheduled to approve and execute this Funding Agreement at their November 18, 2021 meeting.

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

This Funding Agreement commits Sound Transit to a \$10 million maximum funding obligation for the Interchange Project which will be utilized in the right-of-way and construction phases. Although the City has secured Federal Highways Administration (FHWA) funding, Regional Mobility State funding, and pending State Transportation Improvement Board (TIB) funding (application was submitted this summer and successful candidates will be announced late fall), the City would not be in a financial place to move the Interchange Project forward through construction without these Sound Transit funds.

The Funding Agreement sets forth the terms and conditions for Sound Transit's financial contribution and participation in the Shoreline Interchange Project to support the Sound Transit BRT Project. It also sets forth the City's responsibility in developing and delivering the Interchange Project. Should the City at any point decide not to continue with construction of the Interchange Project, the City would be responsible in reimbursing any expended outside funding.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the Funding Agreement with Sound Transit for financial contribution to the Interchange Project.

ATTACHMENT

Attachment A: Sound Transit and City of Shoreline Funding Agreement for the Interchange Project

FUNDING AGREEMENT
BETWEEN SOUND TRANSIT AND THE CITY OF SHORELINE
FOR CONTRIBUTION TO THE INTERCHANGE PROJECT

GA XXXX-XX

This agreement (“Agreement”) is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 (“Sound Transit”), and the City of Shoreline, a Washington municipal corporation (“City”), 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, 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.

WHEREAS, the City is responsible for administering land use laws and development regulations that will apply to Sound Transit projects located within the City’s jurisdiction. The City is also responsible for managing public streets and municipal utilities within its jurisdiction and for providing municipal services, such as public safety.

WHEREAS, Sound Transit is implementing high capacity transit improvements and service along segments of SR 522/NE 145th Street, known as the SR 522/NE 145th Bus Rapid Transit Project (“SR 522/NE 145th BRT Project”).

WHEREAS, the purpose of the SR 522/NE 145th BRT Project is to establish bus rapid transit (BRT) connecting the Cities of Bothell, Kenmore, Lake Forest Park, Shoreline, and Seattle via State Route 522 and NE 145th Street and connecting the Lynnwood Link Extension (“LLE Project”) Shoreline South/148th light rail station to I-405 BRT in Bothell, which are other projects currently being implemented by Sound Transit.

WHEREAS, the City plans to construct a multi-lane roundabout interchange project at the NE 145th Street/I-5 Interchange (“Interchange Project”). The roundabout east of I-5 will include utility cabinet and subsurface infrastructure that supports traffic metering for bus priority (“Transit Priority Element”) that, once activated, will provide a benefit to bus operations. The City has issued a State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) on October 15, 2021. The City plans to complete construction of the Interchange Project in 2024.

WHEREAS, the City and Sound Transit executed a Partnering Agreement on January 12, 2021 (“Partnering Agreement”) which outlines roles and responsibilities for both Parties to implement the SR 522/NE 145th BRT Project and provides guidance to implement the Interchange Project.

WHEREAS, Sound Transit has completed 30 percent design of the SR 522/NE 145th BRT Project and issued a SEPA DNS on March 21, 2021. Sound Transit plans to complete construction of BRT infrastructure prior to initiating BRT revenue service in 2026.

WHEREAS, Sound Transit supports the City’s proposal to complete the design and construction of the Interchange Project including the Transit Priority Element as it will provide for BRT operational improvements and includes pedestrian access and safety benefits.

WHEREAS, at the execution of this Agreement, the design for the Interchange Project has been partially funded by a U.S. Department of Transportation Surface Transportation Program (“STP”) grant. The City is seeking additional funding sources for the Interchange Project.

WHEREAS, the Parties intend to continue coordination and support for the Interchange Project grant proposals and similar funding efforts.

WHEREAS, Sound Transit staff and the City of Shoreline staff co-signed a concurrence letter on April 22, 2020 (“April Concurrence Letter”) that confirmed Sound Transit’s interest in providing a financial contribution to the Interchange Project that reflects to benefits of the roundabout project design to Sound Transit’s riders and the SR 522/NE 145th BRT Project, up to \$10 Million as potential match for grant applications.

WHEREAS, the Sound Transit Board identified the SR 522/NE 145th BRT Project to be built as described in Board Resolution R2021-07.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to the following:

AGREEMENT

1. **Purpose.** This Agreement sets forth the terms and conditions for Sound Transit’s financial contribution and participation in the City of Shoreline’s proposed Interchange Project to support the SR 522/NE 145th BRT Project. It also sets forth the City of Shoreline’s responsibilities for developing and delivering the Interchange Project, which may include transferring responsibility to deliver the Interchange Project to the Washington State Department of Transportation (WSDOT).
2. **SR 522/NE 145th BRT Project Improvements.**
 - 2.1 The City agrees to support Sound Transit’s implementation of the SR 522/NE 145th BRT Project as described in Sound Transit Board Resolution R2021-07.
 - 2.2 Sound Transit Board Resolution R2021-07 identifies SR 522/NE 145th BRT Project improvements in the vicinity of the Interchange Project as a light rail connection at the Shoreline South/148th Light Rail Station, and a westbound Business Access and Transit (BAT) lane from 8th Avenue NE to 6th Avenue NE. Sound Transit has completed 30 percent design of these improvements, including frontage improvements of a twelve foot wide shared-use path and five foot wide planting strip between the eastern curb of 8th Avenue NE and the western curb of 6th Avenue NE and curb ramps

at intersections within those limits, as shown in Exhibit A. Sound Transit will not be constructing frontage improvements west of the western 6th Avenue NE curb return. Sound Transit intends to pursue City approval of design deviations for some of the SR 522/NE 145th BRT Project frontage improvements to minimize private property impacts and to accommodate other site constraints that will be consistent with Americans with Disabilities Act (ADA) standards and safe pedestrian and bicycle access goals. The City agrees it will timely consider the requested deviations in accordance with its applicable standards.

3. Interchange Project Improvements.

- 3.1 The Interchange Project would replace two signalized intersections on the west (NE 145th Street/I-5 on-off ramps) and east (NE 145th Street/5th Avenue NE) sides of the overpass with multi-lane roundabouts, with a westbound transit priority meter for transit entering the roundabout. Roundabouts will eliminate the need for a center lane with left-turn pockets on the existing bridge deck and will allow reconfiguration of the bridge deck from a 5-lane to a 4-lane roadway. The space no longer required for the roadway will be repurposed as a shared pedestrian and bicycle path across the north side of the bridge, protected by raised curbs. The existing walkway on the south side of the bridge will be retained.
- 3.2 The LLE Project includes proposed improvements at the 5th Ave NE intersection that would be altered by the Interchange Project. To streamline the two projects, the turn lanes at NE 145th Street and 5th Ave NE, signal modifications and other items will be deleted or revised from the LLE Project and instead alternate intersection improvements will be included and constructed by the Interchange Project. The City's Interchange Project team and ST's LLE Project team will work together to identify revisions to the LLE project to determine the appropriate additions and deletions. These revisions will be documented separately between the two project teams.
- 3.3 The proposed SR 522/NE 145th BRT Project westbound BAT lane would merge into general purpose lanes in the vicinity of 6th Avenue NE. The Interchange Project would be designed to match up to the BRT Project curb locations and paving at 6th Avenue NE. The Interchange Project would provide infrastructure for a westbound Transit Priority Element at 6th Avenue NE and would include all roadway and frontage improvements on NE 145th Street west of the Transit Priority Element as shown in Exhibit A. The Transit Priority Element is the signal including all conduit, wiring, software and hardware necessary to make the signal operate to provide priority for buses in the BAT lane to enter the roundabout ahead of general-purpose traffic. The Transit Priority Element would be activated upon completion of the westbound BAT lane. It will then be operated consistent with provisions described in Section 4.3 of this agreement and documented in future operating agreements.
- 3.4 The Transit Priority Element will be designed by the City to communicate with buses so that a bus approaching the roundabout would be recognized and given priority access within the roundabout. ST is responsible to provide the City with the system requirements for the buses.

4. Interchange Project Administration.

- 4.1 The City is the “Lead Agency” for purposes of compliance with National Environmental Policy Act “NEPA” and State Environmental Policy Act “SEPA” as is determined to be required.
- 4.2 The City is responsible for fully coordinating and delivering the Project including securing funding, design, property acquisition, and construction of the Project. As part of the design, the City is responsible to coordinate and participate in the development and approval of an operations and maintenance agreement (O&M Agreement) between the City, WSDOT and the City of Seattle. Sound Transit will have no responsibility for ownership, operation or maintenance of any of the assets, including the Transit Priority Element. The City and Sound Transit will coordinate delivery schedules and construction sequencing to minimize additional cost or delay in either parties’ construction projects. The City is responsible for all construction activities within the limits of the interchange projects and ensuring it meets final inspection and acceptance requirements for WSDOT and other asset owners that are defined in the O&M Agreement. The City retains the right to contract any or all portions of the work for design and construction, including contracting with WSDOT.
- 4.2.1 The City agrees to ensure inclusion of apprenticeship and other small/disadvantaged business participation goals that are consistent with the intent of Sound Transit’s existing Project Labor Agreement in Interchange Project construction contracts, including those assigned to WSDOT. The City will ensure usage of LCP Tracker software or similar software to monitor compliance with the goals. Sound Transit will provide training and assistance to assigned staff to use the LCP Tracker software, if needed.
- 4.2.2 The City will ensure its contractors, including those assigned to WSDOT, shall be responsible for maintaining labor harmony on projects funded in whole or in part by this agreement. The City further agrees to insert language into all construction contracts funded in whole or in part by this funding agreement, that sets project-wide goals as follows: 20% of all hours worked, are to be worked by Washington State registered apprentices, 21% of all hours worked are to be worked by workers of color, and 12% of all hours worked are to be worked by women. Additionally, the City agrees to require all contractors, of every tier level, to utilize LCP Tracker to track, monitor and collect all workforce data through the collection of certified payroll information. Sound Transit will provide project level access to LCP Tracker, training on its use, assistance with information extraction, and electronic copies of the certified payrolls submitted by all contractors on the project. In addition, upon request, the Sound Transit Office of Labor Relations will assist in the effort to promote and maintain Labor Harmony on the portions of work covered by this funding agreement.
- 4.3 The O&M Agreement should address topics specific to Transit Priority Element operations such as transit priority, transit speed and reliability, intersection pedestrian and vehicle safety, and actions to avoid or mitigate negative impacts. The O&M Agreement for the Transit Priority Element may be set out in a separate agreement.
- 4.4 The City of Shoreline’s design will support the use of a transit priority meter that is compatible with a future Sound Transit corridor wide operation plans to support transit speed and

reliability. This plan will be developed in the future with the SR522/145th BRT project partners as the BRT systems requirements are developed.

4.5 The identification of the designated representatives and responsibilities of which for this Agreement are those identified and articulated in the Partnering Agreement.

5. Funding, Invoicing and Payments.

5.1 Sound Transit's funding obligation under this Agreement is ten million dollars (\$10,000,000.00).

5.2 The City will submit periodic invoices to Sound Transit during the various phases (design, ROW or construction) of the Interchange Project. Sound Transit will reimburse the City upon receipt of invoices from the City. The City may use Sound Transit funding as match for other grants, however, it is understood that there is no matching requirements related to the Sound Transit funding. The City may also program ST funding at its discretion so as to maximize all other funding sources, but will seek to expend grant sources prior to utilization of ST funds in each phase.

5.3 The City shall submit invoices no more frequently than quarterly and supporting documentation for payment of Sound Transit's contributions. The invoices must include the appropriate purchase order number, which will be provided by Sound Transit after execution of this Agreement, a cover memo as described in Exhibit B, and supporting documentation detailing the work completed and associated costs.

5.3.1 The City shall submit invoices with the required documentation via email to AccountsPayable@SoundTransit.org. Invoices are payable thirty days upon Sound Transit's receipt of the invoice and acceptable documentation.

5.3.2 Supporting documentation includes payroll logs, consultant/contractor/partner agency invoices, itemized details of other direct costs to the Interchange Project, or other documentation of Interchange Project costs.

5.3.3 Labor Compliance Documentation for the construction phase.

5.3.4 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound transit will notify the City of its determination and request that the City provide additional documentation. Sound transit may withhold payment for contested portions of the invoice until supporting documentation for the contested portions are provided, however such approval shall not be unreasonable withheld.

5.4 Sound Transit will withhold one hundred thousand dollars (\$100,000) from reimbursement until the Operations Agreement described in Section 4.3 has been executed.

6. Termination.

6.1 Sound Transit may terminate this Agreement if construction of the Traffic Priority Element is not completed before the expiration date of this Agreement as described in Section 11, unless otherwise mutually agreed by the Parties. If this Agreement is terminated under this subsection, the City shall reimburse Sound Transit the full amount of all payments associated with the incomplete

improvements made to the City pursuant to this Agreement within ninety (90) days of the date of termination.

6.2 Dispute Resolution Required. Before either Party may terminate this Agreement for cause, it must attempt to seek resolution through the dispute resolution process set forth in the Partnering Agreement.

6.3 Except as provided in this Section, a termination by either Party shall not extinguish or release the other 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 accordance with the terms of this Agreement.

7. Indemnity.

7.1 To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, and employees) against claims, demands, losses, lawsuits, actions, or liability, relating to the City's design, construction, or operation of the capital improvements, including claims by the City's employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY EMPLOYEE(S) DIRECTLY AGAINST THE CITY.**

7.2 Each Party bears full responsibility for its tax liabilities arising from its responsibilities under this Agreement. Each Party will indemnify the other Party, and hold that other Party harmless from the tax liability of the indemnifying Party, including, but not limited to, penalties, fines, and interest that are assessed by any tax authority against the indemnifying Party, attorney's fees and costs incurred in response to any claims or assessments against the indemnified Party.

7.3 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.

8. Insurance.

- 8.1 **Coverage.** During the construction phase of any eligible elements (per Section 8) within the project corridor, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:
- 8.1.1. Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.
- 8.1.2. Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.
- 8.1.3. Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.
- 8.1.4. Builders Risk coverage will be the responsibility of all contractors and subcontractors.
- 8.1.5. Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- 8.1.6. Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.
- 8.2 **Certificates.** Certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. Certificates of Insurance will be provided to Sound Transit before the start of any work performed under this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit.
9. **Dispute Resolution.** Any dispute arising from this Agreement shall be resolved as articulated in the Partnering Agreement.
- 9.1. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that will be time barred before the dispute resolution process will be completed.
10. **Audits.** The Parties will each maintain accounts and records, including contract and financial records that 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 must 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 in accordance with chapter 40.14 RCW, and agreed to by the City and Sound Transit.

11. Duration. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This agreement will expire on **December 31, 2025** unless this Agreement is extended by mutual agreement of the Parties in accordance with Section 16.9 below, superseded by a future agreement, or suspended or terminated in accordance with Section 6 above.

12. Warranties.

By execution of this Agreement, the City warrants:

12.1.1 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; and

12.1.2 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.

12.2 By execution of this Agreement, Sound Transit warrants:

12.2.1 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; and

12.2.2 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.

13. Administration of Agreement.

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

13.2 Each Party shall be responsible for its own public records and public records requests.

14. Assignment. 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 and their successors and assigns. No other person is intended to have a cause of action based upon any provision of this Agreement.

15. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must 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. However, notice under Section 10, Termination, must be delivered in person or by certified mail, return receipt requested.

16. General Provisions.

- 16.1 The Parties may 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 City Council are recognized to be legislative actions. The Parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 16.2 This Agreement shall be interpreted, constructed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 16.3 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 unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend 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.
- 16.4 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.
- 16.5 Neither Party is relieved by 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.
- 16.6 This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 16.7 Each Party is responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification.
- 16.8 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.

16.9 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. Such amendments shall be binding upon the Parties without the need for formal approval by the Sound Transit Board or the City as long as the amendments are generally consistent with this Agreement and do not exceed the funding amount identified in Section 5 or the authority granted by the Sound Transit Board to the Sound Transit CEO. This Agreement may be extended for an additional nine months by mutual agreement of the parties, without additional formal Board or City approval, in order to effectuate the intent of the Agreement.

17. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the Agreement to satisfy the original intent of the Parties.

Each of the Parties has executed this Agreement by having its authorized representative sign below:

CITY OF SHORELINE

SOUND TRANSIT

By: _____
Debbie Tarry, City Manager

By: _____
Peter M. Rogoff, Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Name, Title

By: _____
Name, Title

Exhibit List:

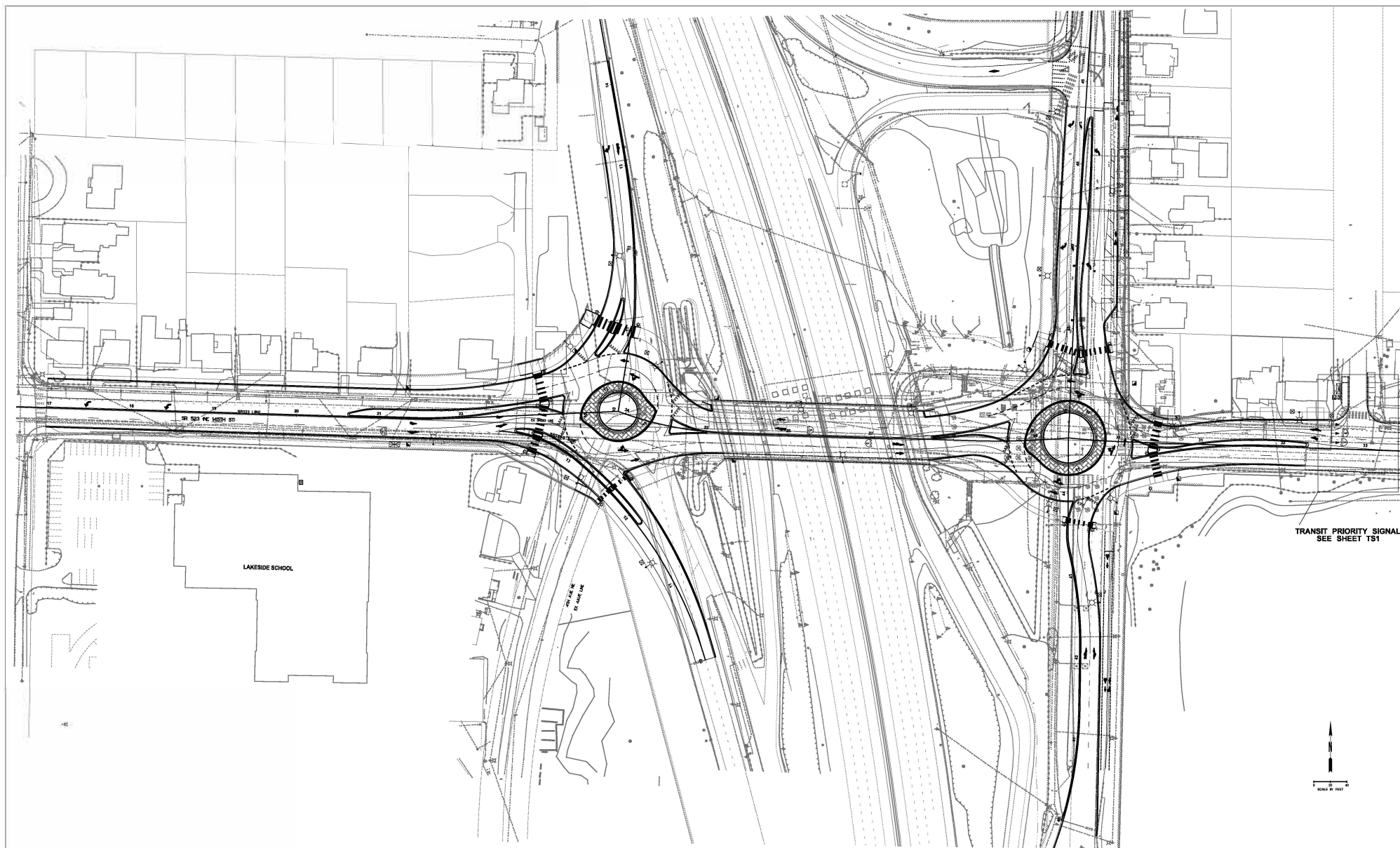
Exhibit A: Vicinity Map showing Interchange Project Improvements and NE 145th/SR 522 BRT Improvements

Exhibit B: Invoice Form

[INSERT EXHIBIT A: PROJECT MAP]

Exhibit B: Invoice Form

Invoice No. _____ Dated: _____



TRANSIT PRIORITY SIGNAL
SEE SHEET TS1



FILE NAME: c:\pms_working\schonrad\synd\01440146\UTL\BRS ROLL PLOT-updated by Yong.dgn		DATE: 2-02-08 PM	TIME: 2:40:08 PM	RELEASE FOR CONSTRUCTION	SCALE: 1" = 40'	FED.AID PROJ.NO.:	SR 523	MP 0.75 TO MP 1.51	PLAT 1
DATE: 01/22/01	DESIGNED BY: YZSU	ENTERED BY:	CHECKED BY:	PROJ. ENGR. R. MCCAGHAUGHY	CONTRACT NO. XXXXXX	TO WASH:	STPA-6523(011)	SR 523 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS	FEBRUARY 2001
PRELIMINARY NOT FOR CONSTRUCTION						LOCHNER			

GENERAL NOTES

1. UTILITY LOCATIONS ARE APPROXIMATE. ALL UNDERGROUND UTILITIES SHALL BE VERIFIED AND LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION.
2. ALL PVC CONDUITS CONTAINING CONDUCTORS SHALL INCLUDE GROUND WIRES. SPARE/EMPTY CONDUITS SHALL CONTAIN BULL LINE TAPE AND SHALL BE LABELED SEATTLE CITY LIGHT.
3. JUNCTION BOXES SHALL NOT BE INSTALLED IN SIDEWALKS OR CURB RAMP.
4. TOP OF ILLUMINATION/SIGNAL POLE FOUNDATIONS SHALL BE FLUSH TO ADJACENT SIDEWALK, TOP SOIL SURFACE, OR CURB AND GUTTER.
5. ALL EXISTING CONDUITS WHICH ARE NO LONGER IN USE SHALL BE CAPPED AND ABANDONED AFTER REMOVAL OF CONDUCTORS AND ELBOWS.

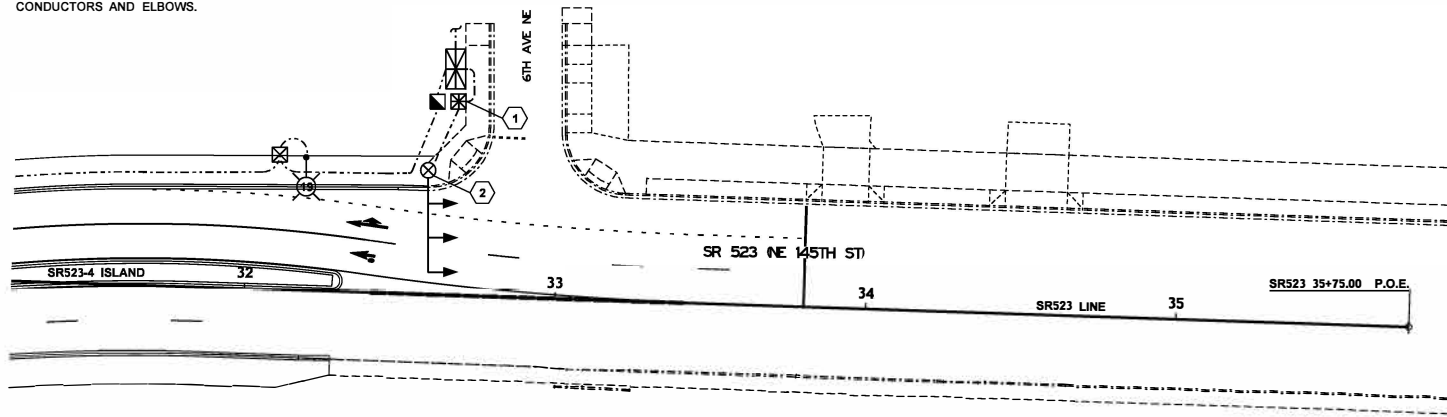


LEGEND

- EXISTING POWER POLE
- TYPE 1 JUNCTION BOX
- TYPE 2 JUNCTION BOX
- ELECTRICAL SERVICE CABINET
- NEW BURIED CONDUIT
- EXISTING OVERHEAD POWER
- TYPE 1 LIGHT STANDARD
- CONSTRUCTION NOTE**
- WIRE NOTE
- RAPID-FLASHING BEACON RECTANGULAR TYPE (RRFB)
- TRANSIT PRIORITY SIGNAL

SIGNAL CONSTRUCTION NOTES

- 1 CONSTRUCT FOUNDATION AND INSTALL TRAFFIC SIGNAL CONTROL CABINET
- 2 CONSTRUCT FOUNDATION AND INSTALL TRANSIT PRIORITY SIGNAL POLE



FILE NAME c:\pw_working\lochner-sdc\yhzuid014401416242_PS_Transit Signals.dgn		REGION NO. 10	STATE WASH	FED.AID PROJ.NO. STPUL-0523(011)	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>	SR 523	MP 0.78 TO MP 1.11	Plot 1	
TIME 3:34:42 PM	DATE 9/14/2021	DESIGNED BY G WILLHELM	ENTERED BY N BATEMAN	CHECKED BY Y ZHU		SR 523 (N/NE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS	KING COUNTY	FEBRUARY 2021	PLAN REF NO TS1
PLOTTED BY YZHU	PROJ ENGR. R MCGAUGHEY	REGIONAL ADM. M COTTEN	REVISION	DATE		TRANSIT PRIORITY SIGNAL			SHEET XX OF
									DIRECTS

Exhibit B

TO: Sound Transit
Accounts Payable
401 S Jackson Street
Seattle, WA 98104

accountspayable@soundtransit.org

Attention: Accounts Payable and [Sound Transit’s Designated Representative]
Re: Funding Contribution to the right of way and construction phases of the Interchange Project

The City’s authorized representative certifies that the amount of \$_____ is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation.

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

City of Shoreline

By: _____ Date: _____
[Name, Position]