

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

<b>AGENDA TITLE:</b> SeaShore Agreement <b>DEPARTMENT:</b> City Manager's Office <b>PRESENTED BY:</b> Robert L. Olander, City Manager
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**PROBLEM / ISSUE STATEMENT:**

Over the past two years the members of the SeaShore Transportation Forum have not been able to arrive at a final agreement on the issue of some cities or jurisdictions voting in more than one transportation forum for grant or resource allocation issues. At the July 18, 2007 SeaShore meeting (Attachment B) the members present were able to agree on compromise language as follows:

No jurisdiction shall cast a vote for funding recommendations of federal funding allocated by the Puget Sound Regional Council in more than one forum or recommending body. Snohomish County cities shall not have voting rights in SeaShore for allocation of resources in King County. All jurisdictions may vote on other issues, unless an agency requesting a SeaShore recommendation specifies that different voting boundaries or criteria shall be used, or a decision is otherwise specifically required by law or rule to be made by other boundary or criteria.

**ALTERNATIVES ANALYZED:**

The suggested language is an improvement over previous versions in that it:

1. Prohibits Snohomish County cities from voting on resource allocations within King County.
2. Prohibits cities from submitting and voting on a project in more than one forum at the same time.

However, it does not prohibit those cities with membership in both SeaShore and the Eastside Transportation Forum (ETP) from "forum shopping". For example, Woodinville might believe that one of its projects would be more competitive in SeaShore than in ETP and vote to have it become a priority recommended by SeaShore to the Puget Sound Regional Council. However, Shoreline, Seattle and Lake Forest Park do not have reciprocal rights in ETP since the ETP agreement does not provide voting rights to Shoreline, Seattle, and Lake Forest Park.

However, staff does believe that the compromise language is a step in the right direction. The issue of "forum shopping" is hypothetical and if it ever does become a significant problem we can request SeaShore to revisit this issue.

### **RECOMMENDATION**

It is recommended that Council endorse the attached amendments to the SeaShore agreement.

Approved By:      City Manager  City Attorney \_\_\_\_

#### **Attachments**

- A.    Agreement for the SeaShore Transportation Forum
- B.    SeaShore Forum Minutes – July 18, 2007

## Robert Olander

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**From:** Cindy Ryu  
**Sent:** Sunday, August 26, 2007 9:52 AM  
**To:** Rich Gustafson - Contact; Maggie Fimia; cindy4shoreline@yahoo.com; Rich Gustafson; Janet Way; ronaldhansen@hansen-mclaughlin.com; Cindy Ryu; mfimia@zipcon.com; Robert Ransom; Robert Olander; RansomRL@aol.com; cindyryu@allstate.com; Ronald Hansen; Julie Modrzejewski; janetway@yahoo.com; Carolyn Wurdeman; Keith McGlashan  
**Subject:** FW: "Compromise" supplemental agreement language



July 18 07

roposed changes to:eaShore.doc (81 KB



July 18

FYI and comment.

Cindy Ryu, MBA  
Councilmember

-----Original Message-----

**From:** Marks, Sally [mailto:Sally.Marks@METROKC.GOV]  
**Sent:** Tue 8/21/2007 8:45 AM  
**To:** Allen, George; Amundson, Angela; Baker, David (2); Baker, David (Kenmore); Ceis, Tim; Clark, Sally; Conlin, Richard; Cummings, Mike; Doug Wittinger; E: Gorcester, Steve; Eastwood, Randy; Ewing, Patrick; Ferguson, Bob; Fiene, Don; Freed, Joshua; Gossett, David; Kenmore - Glenn Rogers; Marin, Richard; Nelson, Gary; Olson, Peggy; Picard, Chris; Price, Chuck (1); Pritchard Olson, Peggy (2); Robert Ransom; Richter, Karen; Roberts, Kirk; Cindy Ryu; Sterner, Ed; Sterner, Ed (home); Wittinger, Doug (2)  
**Cc:** Hunt, Kimberly; Hensel, Bob; Hodson, Doug; Howard, Charlie; Jensen, Neil; City Council; McGlashan, Keith (2); Monken, Mick; Perry, Andrea; Behee, Roland; Bender, Jeff; Bergman, Mike; Burke, Dan; Charlie Shell; Chen, Michelle; Day, Ted; Dewey, Peter; Dezarn, Sheila; Elias, Kathy; English, Rob; Fellows, Rob; Gebert, Dave; Haines, Karen; Hardy, Patrice; Hauss, Bertrand; Hebert, Joe; Heffernan, Peter; Howell, John; Hunt, Kimberly; Kandathil, Heidi; Larson, Jay; McGourty, Kelly; Kirk McKinley; Moore, Jim; O'Claire, Christina; Osterhoudt, Sue; Otterstrom, Karl; Poor, Geri; Prestrud, Charles; Ritterbush, Scott; Ruether, Sarah; Safavian, Seyed; Sawyer, Janine; Schmid, Andrew; Shafer, Lisa; Sheck, Ron; Shelden, Matt; Alicia Sherman; Washington, Tom; Whisner, Jack; Zenk, Frank  
**Subject:** "Compromise" supplemental agreement language

The SeaShore Transportation Forum Co-Chairs asked that the supplemental language for the agreement, which was supported by most members at the July 18 meeting, be distributed in advance of the September meeting for review. Attached is a copy of the agreement with the new language inserted, along with the meeting summary from the July meeting. Members are asked to talk with their respective councils about the new language so they can provide feedback at the September 19 Forum meeting. Please let me know if you have any questions.

Sally Marks  
Supervising Transportation Planner  
Office of Regional Transportation Planning  
King County Department of Transportation  
201 S. Jackson Street KSC-TR-0814  
Seattle, WA. 98104  
(206) 263-4710  
Fax (206) 684-2111

AGREEMENT  
For the  
SEASHORE TRANSPORTATION FORUM

Parties to Agreement:

City of Bothell	Puget Sound Regional Council
City of Kenmore	Sound Transit
City of Lake Forest Park	Community Transit
City of Shoreline	Transportation Improvement Board
City of Woodinville	Washington State
City of Edmonds	Department of Transportation
City of Mountlake Terrace	Port of Seattle
King County	
Snohomish County	
City of Seattle	

Approved by the SeaShore Transportation Forum on December 13, 2006 with  
amendments approved in principle on July 18, 2007

Transmitted to participating members on \_\_\_\_\_.

THIS AGREEMENT is made and entered into by and among the CITY OF BOTHELL, hereafter called "Bothell"; the CITY OF KENMORE, hereafter called "Kenmore"; the CITY OF LAKE FOREST PARK, hereafter called "Lake Forest Park"; the CITY OF SHORELINE, hereafter called "Shoreline"; the CITY OF WOODINVILLE, hereafter called "Woodinville"; CITY OF EDMONDS, hereafter called "Edmonds"; CITY OF MOUNTLAKE TERRACE, hereafter called "Mountlake Terrace"; the CITY OF SEATTLE, hereafter called "Seattle"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; SNOHOMISH COUNTY, a legal subdivision of the State of Washington, hereafter called "Snohomish County"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA, hereafter called "Community Transit"; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB."; and the PORT OF SEATTLE.

WHEREAS, each of the jurisdictions in the north King County-south Snohomish County area has experienced significant population growth and economic development in the last decade, and projects continued growth and development in the future; and

WHEREAS, many of the transportation issues faced by the cities in north King County and south Snohomish County are similar to those faced by the City of Seattle; and

WHEREAS, King County and cities in other portions of urbanized King County have found that benefits can be achieved by multijurisdictional coordination, including a cooperative approach to the planning, financing, and construction of needed transportation improvements; and

WHEREAS, this coordination is facilitated by continuing forums for discussion and recommendations on common issues; and

WHEREAS, the King County Comprehensive Plan for Public Transportation—Long Range Policy Framework, originally adopted in 1993 and updated in 2002, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, calls for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, King County, Seattle, Bothell, and Lake Forest Park formed a SeaShore Transportation Forum and began discussions about common transportation issues in 1995 to develop recommendations on transit service; and

WHEREAS, the new cities of Shoreline and Kenmore have been formed since that time, and have been participating in SeaShore discussions; and

WHEREAS, the Cities of Woodinville, Edmonds and Mountlake Terrace have agreed to join as members of the Forum; and

WHEREAS, Community Transit and Snohomish County also have been involved in discussions of inter-county coordination and other common issues through SeaShore; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend modifications to Sound Move Plan implementation-related services and projects, and to participate in future phase (Phase II) high capacity transit plan development efforts; and

WHEREAS, the "North King County" subarea for Sound Transit consists of the cities of Seattle, Shoreline and Lake Forest Park; and

WHEREAS, the Cities of Seattle, Shoreline and Lake Forest Park, and King County are included in the "Seattle-North King County" subarea designated by the King County Metro Long Range Development Plan and Six Year Plan for transit planning and service allocation (Attachment A); and

WHEREAS, the boundaries of the "Seattle-North King County" subarea are not altered by changes to the membership of the Forum (Attachment A); and

WHEREAS, the SeaShore Transportation Forum is expected to continue to provide valuable input on numerous planning and implementation decisions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **1.0 Purpose of Agreement**

The purpose of the Agreement is to identify the members of the SeaShore Transportation Forum (SeaShore) and provide for the continuation of SeaShore as the Seattle-north King-south Snohomish County forum for information sharing, advocacy, consensus building and coordinating to resolve transportation issues.

### **2.0 Role of SeaShore**

The SeaShore is the forum established by King County for the Seattle-North King County transportation subarea of King County at which elected officials may provide input into the following decisions, and such other transportation-related issues as the members determine:

- a) development of the King County Metro Six Year Transit Development Plan
- b) implementation of transit service priorities
- c) recommendations for the Safe, Accountable, Flexible, Efficient Transportation Equity Act-Legacy for Users (SAFETEA-LU) regional project identification and Countywide project selection
- d) recommendations to Sound Transit on its services and projects
- e) coordination with the Eastside Transportation Partnership and the South County Area Transportation Board on countywide and regional transportation issues.

The SeaShore Transportation Forum also serves as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and discuss priorities for implementing transportation projects and programs on a subregional basis for the north part of King County and the south part of Snohomish County.

The other two subareas have similar forums: the Eastside Transportation Partnership and the South County Area Transportation Board

### **3.0 Membership and Representation**

- 3.1 The members of SeaShore shall be the following counties and cities (hereinafter referred to as "jurisdiction(s)": King County and Snohomish County, and the cities of Seattle, Shoreline, Lake Forest Park, Kenmore, Woodinville, Edmonds, Mountlake Terrace and Bothell; the following transportation agencies (hereinafter

referred to as "agency(ies)": the Washington State Department of Transportation (WSDOT), Puget Sound Regional Council (PSRC), Sound Transit, Transportation Improvement Board (TIB), Community Transit and the Port of Seattle. Membership may be extended to others at a later date as SeaShore may later determine.

3.2 Each member city and county ("jurisdiction") shall be entitled to two positions on SeaShore. Each agency shall be entitled to one position on SeaShore. Each jurisdiction should appoint two representatives, and each agency should appoint one representative, each for one-year terms. Alternates may also be designated. For the jurisdictions, the representatives should be elected officials; the alternates may be elected officials or high-level staff members as best serves both the jurisdiction and SeaShore. For agencies, their representatives and alternates may be either elected officials or other high-level staff members as such agencies may deem appropriate.

3.3 Each jurisdiction's representatives, or their alternate in their absence, shall have one vote. Representatives of agencies shall be non-voting representatives.

3.4 The "Seattle-North King County" subarea is recognized as one of three subareas in King County Metro Transit and Sound Transit policy decisions allocating service or capital resources. The SeaShore Transportation Forum is established as the body responsible for making recommendations on these issues. For actions relating to these issues, only those jurisdictions in the "Seattle-North King County" subarea shall vote.

3.5 No jurisdiction shall cast a vote for funding recommendations of federal funding allocated by the Puget Sound Regional Council in more than one forum or recommending body. Snohomish County cities shall not have voting rights in SeaShore for allocation of resources in King County. All jurisdictions may vote on other issues, unless an agency requesting a SeaShore recommendation specifies that different voting boundaries or criteria shall be used, or a decision is otherwise specifically required by law or rule to be made by other boundary or criteria.

3.6 If a case arises where voting boundary or criteria is in question, all jurisdictions may vote. If the outcome is not unanimous, the detailed results shall be recorded by jurisdiction and forwarded to the agency requesting the recommendation for their information.

#### **4.0 Conduct**

4.1 SeaShore shall endeavor to make decisions by consensus. If consensus cannot be reached, final decisions will be made by majority vote of the voting members present at the meeting at which action is taken. Dissenting opinions may also be provided to the appropriate decision-makers.

- 4.2 SeaShore will be responsible for overall program direction, approving staff recommendations, and on-going communication with the governing body of each member jurisdiction and agency.
- 4.3 SeaShore may establish its own bylaws and rules of procedure and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of this Agreement and modifications to such bylaws and rules will not alter this Agreement.
- 4.4 A Chair or two Co-Chairs shall be chosen by Seashore to serve a term of one-year from January 1 through December 31. The Chair(s) shall conduct the SeaShore activities and are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence and speaking on behalf of SeaShore. At least one Chair shall be a representative of a jurisdiction located in whole or in part in the Seattle-North-King-County Subarea.

## **5.0 Committees**

The SeaShore may establish committees as are necessary to carry out its purpose. A Technical Advisory Committee (TAC) of jurisdiction and agency staff shall be formed to advise SeaShore of emergent transportation issues and provide recommendations for action. Each jurisdiction and agency may designate a representative (and an alternate) to the TAC. Other committees may be formed on an ongoing or ad hoc basis as determined by SeaShore from time to time.

## **6.0 Lead Agency**

King County shall provide general administrative and program support for the SeaShore and will be the Lead Agency for the purposes of coordination and receipt of any funds or contract administration. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

## **7.0 Member Agency Staff Support**

Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SeaShore.

## **8.0 Work Program**

The SeaShore may undertake activities consistent with its purposes and shall prepare an annual work program for the following year, and progress report on the year just completed for submittal to its members.

## **9.0 Financing and Cost Sharing Guidelines:**

**9.1 SeaShore Yearly Dues** -- Each member jurisdiction will contribute \$500 annually to remain members in good standing. The designated Lead agency shall not be required to

pay yearly dues. This revenue shall be used for special events, public education, or other expenses authorized by the SeaShore Forum.

9.2 The following guidelines shall generally apply:

- (1) Annual Review of Financing: The Forum shall determine by June 30 of each year whether an additional financial contribution will be requested of the member jurisdictions and agencies.
- (2) Member Jurisdictions: Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Forum. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
- (3) Non-voting Member Agencies/Organizations: The member agencies shall not be expected to make a direct funding contribution. However, subject to the availability of member funding, in-kind contributions may be necessary as determined by an action of SeaShore.
- (4) Modification to Agreement Required: A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to a change in funding participation.

## **10.0 Withdrawal of a Party from this Agreement**

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any dues or other payments to support SeaShore activities and shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein.

## **11.0 Duration**

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2008, unless terminated earlier or extended in accordance with Section 18.0.

## **12.0 Termination**

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 14.0.

## **13.0 Real and Personal Property**

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 12.0, any personal property other than cash shall remain with the Lead Agency.

## **14.0 Return of Funds**

At such time as this Agreement expires or is terminated in accordance with Section 12.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the original contribution.

## **16.0 Filing**

This Agreement shall be filed with the King County Department of Records and Elections.

## **17.0 Legal Relations**

17.1 The parties shall comply with all applicable state and federal laws and regulations.

17.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

17.3 Each party shall defend, indemnify, and hold harmless the other parties and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the indemnifying party, its contractor, and/or employees,

agents, and representatives in performing the indemnifying party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

17.4 The provisions of this Section 17 shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

## 18.0 Entirety and Modifications

18.1 This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

18.2 This Agreement may be modified or extended only by written instrument signed by all parties hereto.

## 19.0 Counterparts

The signature page of this Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

CITY OF BOTHELL	KING COUNTY	COMMUNITY TRANSIT
By _____ Date _____	By _____ Date _____	BY _____ Date _____
CITY OF KENMORE	SNOHOMISH COUNTY	CITY OF SEATTLE
By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF LAKE FOREST PARK	PUGET SOUND REGIONAL COUNCIL	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By _____	By _____ Date _____	By _____

Date _____		Date _____
CITY OF SHORELINE	SOUND TRANSIT	TRANSPORTATION IMPROVEMENT BOARD
By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF WOODINVILLE	CITY OF MOUNTLAKE TERRACE	CITY OF EDMONDS
By _____ Date _____	By _____ Date _____	By _____ Date _____
<u>PORT OF SEATTLE</u>		
By _____ Date _____		

Attachment A (map)

## **SEASHORE TRANSPORTATION FORUM**

Meeting Minutes  
July 18, 2007

### Members

Councilmember Patrick Ewing, City of Bothell (Co-Chair)  
Councilmember Ed Sterner, City of Lake Forest Park (Co-Chair)  
Councilmember Richard Marin, (City of Edmonds), Sound Transit Representative  
Councilmember Peggy Pritchard Olson, City of Edmonds  
Deputy Mayor David Baker, City of Kenmore  
Doug Hodson, King County Executive Sims' Alternate  
Councilmember Don Fiene, City of Lake Forest Park  
Councilmember Doug Wittinger, City of Mountlake Terrace  
Councilmember Sally Clark, City of Seattle  
Chris Picard, WSDOT

### **I. Public Comment**

No public comment was provided.

### **II. Summary of June 20, 2007 Meeting**

The summary of the June 20, 2007 meeting was approved.

### **III. SeaShore Forum Agreement Issues**

Councilmember Marin reported that he and other Snohomish County representatives had discussed the Seattle Mayor's position on the agreement with representatives from the Mayor's office. As a result, the Snohomish County representatives gained a better understanding of Seattle's concerns about the allocation of resources and voting rights in the subareas. To address this, they suggested the following additional language for the agreement: "No jurisdiction shall cast a vote for funding recommendations in more than one forum or recommending body. Snohomish County cities shall not have voting rights in the SeaShore Forum for allocation of resources."

Councilmember Pritchard Olson added that the discussions with Seattle confirmed for her that there needs to be a level playing field when determining project funding recommendations. She recognized that this was not a specific SeaShore issue and that Seattle's concern was valid. She continued by saying that the Forum plays an important educational role and it would be best to have Seattle's participation.

Co-Chair Sterner noted that the suggested agreement language proposed by Snohomish County would put the onus on the city to decide where it would vote. Councilmember Marin agreed, indicating that it would mean that he could not vote on resource issues both in the SeaShore Forum and at Snohomish County Tomorrow.

Co-Chair Ewing expressed some concern about Bothell's situation, since it is located in both King and Snohomish Counties and it is a member of ETP and SeaShore. He also indicated that it will be important to clarify the meaning of "resource allocation" issues. Councilmember Marin suggested that this should pertain to projects funding recommendations through the PSRC's process. Co-Chair Sterner clarified that the Forum had previously agreed that recommendations on Sound Transit capital and service plans and Metro services should be voted on only by jurisdictions within the subarea boundaries.

Deputy Mayor Baker indicated that he understood the need to limit jurisdictions to voting in only one subarea, but he questioned why Seattle was permitted to identify three projects for the regional project competition. Chris Picard clarified that the regional project competition process was not developed by PSRC staff, but by the King County Project Evaluation Committee and then approved by the King County members of the Transportation Policy Board. He also expressed support for the proposed language.

Councilmember Wittinger said that he thought the proposed language would solve most of the immediate problems, but suggested that the purpose and operations of all three subareas should be revisited for the longer term. Co-Chair Sterner noted that like most compromises, this language is not perfect, but would provide an acceptable solution.

Several minor edits to the language were suggested, including the following: "No jurisdiction shall cast a vote for funding recommendations of federal funding allocated by the Puget Sound Regional Council in more than one forum or recommending body. Snohomish County cities shall not have voting rights in the SeaShore Forum for allocation of resources in King County."

In general, Forum members expressed support for the language and asked that it be distributed to members for consideration and included on the next meeting agenda for action. Co-Chair Sterner asked that edits be provided in advance of the next meeting so that all members will have an opportunity to review the language beforehand. Councilmember Marin suggested that elections of officers should also be scheduled at the same time. Councilmember Fiene suggested that the current co-chairs continue through the year. Councilmember Pritchard Olson agreed, adding that the Forum should consider co-chairs for 2008 well in advance.

**ACTION: The Forum agreed that Councilmembers Sterner and Ewing should continue to serve as co-chairs through 2007, and that the Forum should consider 2008 officers well in advance of the end of the year.**

Doug Hodson thanked the Snohomish County representatives for their help in developing compromise language. Councilmember Fiene noted that the discussion had been helpful in clarifying how the various forums act in advisory capacities and lead to better regional recommendations.

#### **IV. Concurrency and Regional Transportation System Development**

Seyed Safavian introduced Mark Hallenbeck, indicating that he had given a presentation on concurrency and regional transportation system development to a conference of the Institute of Traffic Engineers which had been well-received. Mr. Hallenbeck provided an overview of the current status of concurrency as well as potential changes. He began by explaining that concurrency is the provision of adequate transportation facilities and a measurement process used to regulate the interrelationship between development and transportation facilities and services. State law allows each jurisdiction to define its own concurrency system, so the definition of “adequate” facilities changes by jurisdictions, according to each city’s goals and politics.

Most jurisdictions use roadway congestion (a single mode) as the exclusive measure of performance, which results in solutions that are road-oriented. This works well in some areas, such as rural areas and lightly developed ex-urban areas, but does not work well where auto travel provides only a portion of the mobility serving an area. This is especially true if local plan goals and policies call for expanding alternative modes of travel such as transit, rideshare, bike and walk, which is common in urban centers.

Because the process is focused at the local jurisdiction level, existing concurrency systems ignore the impacts of local development on regional travel, and local success in balancing land use and transportation is often overwhelmed by regional traffic impacts. Improvements to the system would involve two tiers—local concurrency and regional concurrency. Mr. Hallenbeck’s presentation included a recommendation that a regional authority must control transportation funding of all modes, including existing and new revenues.

Forum members had several questions about how to accomplish improvements. Councilmember Clark was interested in how to build work force housing. Councilmember Fiene indicated a need to clarify and strengthen the relationship between transportation and the assignment of growth targets. Mr. Hallenbeck agreed, adding that increased density can provide desirable development patterns. Councilmember Marin

asked that Mr. Hallenbeck return to a future meeting to review more information related to this topic.

#### **V. South Lake Union Streetcar Agreement and Redeployment of Transit Service Hours**

David Hull, King County Metro staff, provided an overview of the South Lake Union Streetcar agreement which had been approved by the King County Council. He reported that the streetcar is being built by the City of Seattle and private businesses participating in a Local Improvement District, and that King County Metro will initially operate the service reimbursed by Seattle. Service will start in December. After Link light rail is in operation, Seattle will reimburse King County Metro for 25% of the net operating costs, and King County Metro is planning to invest half of the transit service hours freed up by the operation of Link into operation of the streetcar.

Mr. Hull explained that King County guidelines for redeploying service, adopted in 1998, call for redeploying the hours within the subarea; generally this also means that the services are redeployed within the same corridor. He used the changes in the SR 522 corridor which occurred when Sound Transit Route 522 service began as an example—Metro service hours were removed from SR 522 regional service and used to provide local service to complement the regional service in the corridor. When the King County Council approved the agreement for the South Lake Union streetcar, it did not finalize how the redeployed hours would be allocated within the subarea. However, King County Metro is assuming that half of the redeployed hours would be directed to operation of the streetcar.

Co-Chair Sterner expressed concern that most of the Sound Transit funds raised in the north end of the county were being devoted to light rail, with few direct benefits for those citizens. He suggested that Shoreline and Lake Forest Park receive additional transit service frequency from the redeployed hours available when light rail begins service.

**The Forum agreed to cancel the August meeting and re-convene on September 19.**

#### **Other attendees:**

Charles Prestrud, WSDOT	Seyed Safavian, City of Bothell
Sally Marks, King County DOT	Kevin Garrett, City of Lynnwood
Bertrand Hauss, City of Edmonds	Kathleen McMullen, Community Transit
Jeff Bender, City of Seattle	Alicia Sherman, City of Shoreline
David Hull, King County Metro	Kelly McGourty, PSRC
Mike Bergman, Sound Transit	