

RESOLUTION R-5266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KIRKLAND, KING COUNTY, SNOHOMISH COUNTY, THE CITY OF REDMOND, THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT), PUGET SOUND ENERGY, THE CITY OF BELLEVUE, THE CITY OF WOODINVILLE, THE CITY OF RENTON, AND THE EASTSIDE GREENWAY ALLIANCE REGARDING THE ORGANIZATION OF THE EASTSIDE RAIL CORRIDOR REGIONAL ADVISORY COUNCIL.

1 WHEREAS, King County, the City of Kirkland, the City of
2 Redmond, the City of Woodinville, Snohomish County and Sound Transit
3 are owner jurisdictions of portions of the Eastside Rail Corridor; and
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5 WHEREAS, Puget Sound Energy, King County and Sound Transit
6 are easement holders in the corridor; and
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8 WHEREAS, the Cities of Bellevue and Renton are jurisdictions
9 through which sections of the corridor pass; and
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11 WHEREAS, the Eastside Greenway Alliance is an advocate for the
12 non-profit and private sectors interested in the potential mobility and
13 recreation options provided by the corridor; and
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15 WHEREAS, the Eastside Rail Corridor Regional Advisory Council
16 (RAC) was established to carry out a regional planning process to
17 coordinate planning and development activities so as to ensure effective
18 use of the rail banked portion of the Eastside Rail Corridor (ERC) and
19 the Redmond Spur; and
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21 WHEREAS, development of the ERC will enhance the mobility of
22 this region by creating a critical north-south transportation corridor that
23 will allow for multimodal connections, including high-capacity transit and
24 non-motorized trail use; and
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26 WHEREAS, in furtherance of those and other goals the
27 jurisdictions and entities referenced above now wish to enter into a
28 Memorandum of Understanding restating RAC purposes, membership,
29 leadership, meetings, staff, authority and legal relationships.
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31 NOW, THEREFORE, be it resolved by the City Council of the City
32 of Kirkland as follows:
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34 Section 1. The City Manager is authorized and directed to
35 execute the Memorandum of Understanding Regarding the Organization
36 of the Eastside Rail Corridor Regional Advisory Council substantially in
37 the form of the attached Exhibit A.

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Passed by majority vote of the Kirkland City Council in open meeting this 5th day of September, 2017.

Signed in authentication thereof this 5th day of September, 2017.



Amy Walen, Mayor

Attest:



Kathi Anderson, City Clerk

MEMORANDUM OF UNDERSTANDING
Regarding the Organization of the
Eastside Rail Corridor Regional Advisory Council

This MEMORANDUM OF UNDERSTANDING is made by and among KING COUNTY, SNOHOMISH COUNTY, THE CITY OF KIRKLAND, THE CITY OF REDMOND, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT), PUGET SOUND ENERGY (PSE), THE CITY OF BELLEVUE, THE CITY OF WOODINVILLE, THE CITY OF RENTON, and THE EASTSIDE GREENWAY ALLIANCE (EGA) (collectively, the "Parties"). This MOU sets forth the Parties' mutual understanding regarding, and intent to structure the Eastside Rail Corridor Regional Advisory Council (RAC).

RECITALS

WHEREAS, King County, the City of Kirkland, the City of Redmond, City of Woodinville, Snohomish County and Sound Transit are owner jurisdictions of portions of the Eastside Rail Corridor, and

WHEREAS, Puget Sound Energy, King County and Sound Transit are easement holders of the corridor, and

WHEREAS, the cities of Bellevue and Renton are jurisdictions through which sections of the corridor pass, and

WHEREAS, the Eastside Greenway Alliance has been an active voice for the non-profit and private sector community interested in the potential mobility and recreation options provided by the corridor, and

WHEREAS, the Eastside Rail Corridor Regional Advisory Council (RAC) was established by King County Council ordinance as a collaborative group to carry out a regional planning process to coordinate planning and development activities so as to ensure effective use of the rail banked portion of the Eastside Rail Corridor (ERC) and the Redmond Spur, and

WHEREAS, development of the ERC will enhance the mobility of our region by creating a critical north-south transportation corridor that will allow for multimodal connections, including high-capacity transit and non-motorized trail use. The corridor will help us integrate the pieces of our larger transportation networks. The corridor will enable key utility improvements to help meet the demands of a growing population. The corridor will expand the recreation network, creating equitable access for all residents, and benefiting generations of Puget Sound residents, and,

WHEREAS, the RAC has evolved to include members from non-owner jurisdictions and groups to support the development of the vision of the corridor and surrounding land uses, and

WHEREAS, the owners and easement holders of the ERC retain their jurisdictional authority and are implementing and planning projects within and over their individually owned segments of the corridor and this MOU does not affect or limit any owners' or easement holders' property rights within the corridor;

THEREFORE, the Parties above have reached the following understanding:

SECTION 1. Purpose of the Eastside Rail Corridor Regional Advisory Council (RAC):

The purposes of the RAC are consistent with the owner and easement holder uses and plans for the corridor, (1) to set and advance the multiple use vision of the ERC, as initially set forth in the RAC's Creating Connections report, which emphasized the transportation mobility, utility, recreational and equity benefits of the corridor and (2) to support the implementation of the ERC Regional Trail as identified in the King County Trail Master Plan and in corresponding plans developed by certain RAC member jurisdictions. The RAC will also serve as a venue for coordinating efforts of member jurisdictions to advance common goals such as: advocating for the funding and implementation of Trail Master Plan improvements and collaborating to develop a brand identity for the corridor, compatible with existing identities in several RAC member jurisdictions.

The RAC will serve as a venue to jointly:

- Coordinate the planning, development, public engagement, and communications and marketing activities to the extent possible to ensure effective use of the railbanked portion of the corridor.
- Coordinate the partner planning process for the trail, high-capacity transit, and utility uses in the ERC.
- Coordinate with affected cities around local planning and development.
- Address both near-term and long-term recommendations.
- Recommend any needed changes to the county's countywide planning policies relative to the corridor.
- Coordinate on funding capital projects and potentially operations.
- Develop legislative agendas and lobbying as it pertains to ERC projects and issues.
- Weigh in on Sound Transit and Metro Long Range Plans as related to the Eastside Rail Corridor.
- Approve a work plan and corresponding budget that sets out the work for the RAC for the year. Members will assign staff to participate in coordination and collaboration efforts.

SECTION 2a. RAC Membership:

The RAC membership will be driven by the RAC vision. Members will include owner jurisdictions (King County, City of Kirkland, City of Redmond, Sound Transit, City of Woodinville, and Snohomish County) as well as easement holders (PSE, King County and Sound Transit), and cities directly adjacent to the corridor who hold permitting and land use authority, (City of Bellevue and City of Renton), and the Eastside Greenway Alliance. King County will have four representatives, the King County Executive (or his/her designee), and three members from the County Council. The Eastside Greenway Alliance will have one member appointed to serve as representative of the Alliance. All other parties will have one representative from each party as a member of the RAC.

SECTION 2b. New RAC Membership:

The RAC will add or remove members, membership agencies and jurisdictions based on the following processes:

- Consensus agreement of the current RAC membership.
- Signed letter of interest by all parties acknowledging the change to the membership structure.

SECTION 3. RAC Leadership:

The RAC will have a Chair and a Vice Chair. The Chair will be an elected official from the King County RAC membership. The Vice Chair will be an elected official from another ERC owner jurisdiction. The Chair and Vice Chair position will be selected every two (2) years by the ownership jurisdiction members of the RAC. The RAC will operate under a consensus model, and will not take votes approving or disapproving any particular item before the RAC. The RAC may establish subcommittees of members and staff as needed to address special and or specific issues related to the work of the RAC.

SECTION 4. ERC RAC Meetings:

The RAC will meet on a quarterly basis. Meetings will take place in a standing time slot mutually agreed upon by the Chair and Vice Chair of the RAC, after consultation with other RAC members. The meeting dates for each will be set in the fourth meeting of the prior year. The RAC meeting frequency can be adjusted by consensus of the Parties.

SECTION 5. RAC Staffing:

The work of the RAC will be supported by a staff group comprised of senior staff from RAC member organizations and invited technical experts, to undertake work addressing the RAC priorities. The staff group will serve as an information sharing venue for distributing information on completed, current, and anticipated activities that provide tangible outcomes supporting the vision. The staff group will make recommendations on

information items that should be placed on the RAC agenda. King County will deploy staff resources specifically to support the RAC operations and actions.

SECTION 6. Property Rights; Jurisdictional Authority.

Nothing herein is intended to limit or affect the Parties' jurisdictional authority over, or their individually-owned property interests in segments of the Eastside Rail Corridor.

SECTION 7. Legal Relations.

This MOU shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligations or other liability thereon. No party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, any other party. This MOU creates no right, privilege, duty, obligation, or cause of action in any person or entity not a party to it. No Party is obligated to participate under this MOU, but to the extent that a Party elects to participate under this MOU then it shall comply with the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, effective as of the date first written below.

Signatories:

King County

City of Kirkland

City of Redmond

Sound Transit

Puget Sound Energy

Eastside Greenway Alliance

City of Bellevue

City of Renton

City of Woodinville

Snohomish County