

RESOLUTION R 3353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY OF KIRKLAND TO ENTER INTO AN INTERLOCAL AGREEMENT WITH KING COUNTY, THE CITIES OF BELLEVUE, REDMOND, ISSAQAH AND BOTHELL, TOGETHER WITH METRO, THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE PUGET SOUND COUNCIL OF GOVERNMENTS TO JOINTLY UNDERTAKE PLANNING AND DEVELOPMENT OF A MULTI-JURISDICTIONAL TRANSPORTATION PLAN; AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH INTERLOCAL AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND

Whereas, King County, the cities of Bellevue, Redmond, Kirkland, Bothell and Issaquah; the municipality of metropolitan Seattle (Metro); the Washington State Department of Transportation; and the Puget Sound Council of Governments (PSCOG) have indicated their willingness to enter an Interlocal Agreement to undertake the development of a multi-jurisdictional transportation program for the area commonly known as "The Eastside" (as defined in Exhibit 3); and

Whereas, the City Council for the City of Kirkland has determined that it is in the best interest of each of the Eastside jurisdictions and the citizens of Kirkland that a multi-jurisdictional transportation planning process and transportation program be developed for the Eastside and administered by the City of Redmond with the support and active participation of the Eastside jurisdictions and transportation agencies; and

Whereas, each of the aforesigned governmental bodies is authorized to enter into such an Interlocal Governmental Agreement; now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland an Interlocal Governmental Agreement between King County, the City of Bellevue, the City of Redmond, the City of Kirkland, the City of Issaquah, the City of Bothell, the municipality of Metropolitan Seattle (Metro), the Washington State Department of Transportation and the Puget Sound Council of Governments (PSCOG) in substantially the same form as the agreement set forth in Exhibit "A" attached to the original of this resolution and by this reference incorporated herein. said agreement provides that the City of Kirkland share the cash cost of transportation plan development during 1987, not to exceed \$8,000.

Section 2. The Deputy City Clerk for the City of Kirkland is hereby directed to forward a certified copy of this resolution to the City of Redmond as lead agency under the Interlocal Agreement.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of February, 1987.

Signed in authentication thereof this 17th day of February, 1987.

Doris Cooper
MAYOR

ATTEST:

Janice Peery
DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)

EASTSIDE TRANSPORTATION PROGRAM

January 27, 1987

King County
City of Bellevue/City of Redmond
City of Kirkland/City of Issaquah
City of Bothell/WSDOT/Metro/PSCOG
Eastside Transportation Program

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1987, by and between KING COUNTY, a legal subdivision of the State of Washington, hereafter called "County," and the CITY OF REDMOND who shall serve as lead agency for the purpose of administering this program, a non-charter code city of the State of Washington, hereafter called "Redmond", and the City of Bellevue, a non-charter code city of the State of Washington, hereafter called "Bellevue", and the CITY OF KIRKLAND, a non-charter code city of the State of Washington, hereafter called "Kirkland", and the City of Issaquah, a non-charter code City of the State of Washington, hereafter called "Issaquah", and the City of Bothell, a non-charter code city of the State of Washington, hereafter called "Bothell", and the Municipality of Metropolitan Seattle, hereafter called "Metro", and the Washington State Department of Transportation, hereafter called "WSDOT", and the Puget Sound Council of Governments, hereafter called "PSCOG".

WHEREAS, the area represented on the attached sketch (Exhibit 3) is the study area, hereinafter called the "Eastside", and

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and the development of a multi-jurisdictional transportation plan for this area would be of benefit to the parties and to affected citizens, and,

WHEREAS, the Eastside Transportation Program (ETP) has been proposed by the parties to this Agreement in order to develop a coordinated transportation plan and multi-jurisdictional transportation planning process that is designed to obtain the objectives noted in Exhibit 2 and will be offered to all jurisdictions for their consideration, and,

WHEREAS, the parties have authorized an expenditure of \$107,000 for the 1987 portion ETP. Now, Therefore,

THE PARTIES HEREBY AGREE AS FOLLOWS;

1. Purpose of Agreement. The parties to this agreement shall undertake the Eastside Transportation Program as substantially described in the attached Work Program (Exhibit 2).
2. Program Administration. A Steering Committee is created and will be responsible for overall program administration, establishing program direction, approving Technical Committee recommendations, and on-going communication with administrative officials and policy makers. The Steering Committee shall consist of two Directors or managers representing Planning and Public Works from each of the participating cities and the County, and a permanent representative of comparable authority from Metro, the WSDOT Public Transportation and Planning Engineer, and the PSCOG Subregional Director. The Steering Committee may also approve three members from the private sector representing the Eastside. Any Steering Committee member may appoint a person to act permanently in his/her place by notifying the Committee in writing of such appointment. The chair shall be elected by the members, and shall be a representative of one of the participant cities.
3. Program Development. The Technical Committee appointed by the individual members of the Steering Committee, shall be responsible for overall program development including drafting of the work program, managing and approving consultant work, public information material, and a final report with recommendations and conclusions. The Committee will also be responsible for coordinating its activities with adjacent jurisdictions including, but not limited to, Snohomish County, Medina, Yarrow Point, Seattle, Mercer Island, Clyde Hill, Hunts Point, Beaux Arts, and Renton. All work and decisions of the Technical Committee must be approved by the Steering Committee.
4. Lead Agency. The City of Redmond will be the lead agency for the purposes of receipt of funds, contract administration and disbursement of funds associated with consultant contracts and study-related expenses and

shall appoint a Redmond City staff member to serve as project manager and chair of the Technical Committee. The project manager shall be approved by the Technical Committee and Steering Committee.

5. Completion of Study. This Agreement shall be in effect until all tasks have been completed to the satisfaction of the Steering Committee or until such time as the participating members choose to conclude the study for other reasons, but in no case shall the study extend beyond December 31, 1988, without the parties agreeing, in writing, to an extension.
6. 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 City of Redmond. For the purpose of holding and disbursing funds under this Agreement, Redmond shall establish a City fund entitled Eastside Transportation Program Fund. All cash contributions of the parties shall be placed in this Fund until disbursed by Redmond for consultant contracts or other expenses approved by the Steering Committee.
7. Disposal of Property. At such time as this Agreement is terminated, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination. A party's pro-rata share shall be determined using the ratio resulting from the value of its actual combined cash and in-kind contribution to the actual combined cash and in-kind contributions of all parties remaining at the time of the termination. Any personal property other than cash shall remain with the lead agency.
8. Withdrawing From Study. Any participant may withdraw from the program at any time. However, funds contributed to the program will not be refundable and all obligations incurred prior to withdrawal must be met, including, but not limited to, the obligation to compensate consultants hired prior to withdrawal. However, no participant shall obligate itself beyond the payment schedule noted in Section #9 unless they notify the Steering Committee in writing.
9. Payment of Cost of Study. Participating jurisdictions shall provide cash (1987 only) and in-kind (total program) contributions to the study based

shall appoint a Redmond City staff member to serve as project manager and chair of the Technical Committee. The project manager shall be approved by the Technical Committee and Steering Committee.

5. Completion of Study. This Agreement shall be in effect until all tasks have been completed to the satisfaction of the Steering Committee or until such time as the participating members choose to conclude the study for other reasons, but in no case shall the study extend beyond December 31, 1988, without the parties agreeing, in writing, to an extension.
6. 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 City of Redmond. For the purpose of holding and disbursing funds under this Agreement, Redmond shall establish a City fund entitled Eastside Transportation Program Fund. All cash contributions of the parties shall be placed in this Fund until disbursed by Redmond for consultant contracts or other expenses approved by the Steering Committee.
7. Disposal of Property. At such time as this Agreement is terminated, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination. A party's pro-rata share shall be determined using the ratio resulting from the value of its actual combined cash and in-kind contribution to the actual combined cash and in-kind contributions of all parties remaining at the time of the termination. Any personal property other than cash shall remain with the lead agency.
8. Withdrawing From Study. Any participant may withdraw from the program at any time. However, funds contributed to the program will not be refundable and all obligations incurred prior to withdrawal must be met, including, but not limited to, the obligation to compensate consultants hired prior to withdrawal. However, no participant shall obligate itself beyond the payment schedule noted in Section #9 unless they notify the Steering Committee in writing.
9. Payment of Cost of Study. Participating jurisdictions shall provide cash (1987 only) and in-kind (total program) contributions to the study based

on the following table. Additional funds may be required from the participants in 1988 to complete the study. The cash contributions will be contributed to the lead jurisdiction prior to that agency obligating itself to consultant contracts. The in-kind contributions shall serve as a guideline to that member of the study.

	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
PSCOG	\$	\$ 63,000	\$ 63,000
King County	\$ 20,000	\$ 20,000	\$ 40,000
Bellevue	\$ 25,000	\$ 10,000	\$ 35,000
Redmond	\$ 8,000	\$ 32,000	\$ 40,000
Kirkland	\$ 8,000	\$ 5,000	\$ 13,000
Issaquah	\$ 3,000	\$ 5,000	\$ 8,000
Bothell	\$ 3,000	\$ 5,000	\$ 8,000
Metro	\$ 10,000	\$ 10,000	\$ 20,000
WSDOT	\$ 30,000	\$ 5,000	\$ 35,000
Private	As available		
<hr/> Total	\$107,000	\$155,000	\$262,000

10. This Agreement shall be filed with the City Clerk of all parties to this Agreement, the King County Auditor and the Secretary of State, as required by RCW 39.34.040.

EXHIBIT 2

WORK PROGRAM
EASTSIDE TRANSPORTATION PROGRAM
(ETP)
1/27/87

I. INTRODUCTION

The Eastside area (see Exhibit 3) is one of the fastest growing areas in the state, changing rapidly in the last 30 years from a rural to a metropolitan area, and current projections indicate that this area will continue to grow. The population of the Eastside in 1970 was approximately 200,000 and by 1980 it had grown by 50% to nearly 300,000. It is estimated that by the year 2000 the population will increase to approximately 450,000.

More dramatic than the population increases on the Eastside has been the employment growth. While the population increased by 50% during the 1970's, employment increased 115%. In 1980 there were over 88,000 jobs in this area. By the year 2000 it is estimated that there will be nearly a 102% increase in employment to approximately 178,000 jobs.

These factors have combined to make transportation problems the number one issue on the Eastside. Vehicle trips in the central part of the Eastside increased 50% in the 1970's from 1,000,000 to nearly 1,500,000. Between 1980 and 2000 it is estimated that trips will increase an additional 75% to over 2,600,000 and current growth rates would appear to substantiate these predictions.

The transportation system is currently experiencing severe levels of congestion. The major freeways, I-405, SR 520 and I-90 are currently at or near capacity in several areas. Freeway congestion and increasing non-freeway vehicle trips have caused almost all major arterials in this area to be near or at capacity and in some cases significantly above capacity. It is safe to assume that there is not enough capacity in the Eastside freeway and arterial system to handle even conservative estimates of employment and population growth.

Recognizing that the transportation issues do not stop at corporate limits, the Eastside Transportation Program is proposed as a mechanism to cooperatively manage the impacts of growth, on the transportation system. This cooperation will offer the opportunity to creatively, efficiently and effectively deal with the long term transportation needs of the Eastside. Concurrently, it creates a foundation for cooperation on other issues of common interest to this area.

II. PROGRAM OBJECTIVES

The objectives of the Eastside Transportation Program are:

- A. Education: Inform staffs, decision makers, citizens and business community on the current and future transportation issues on the Eastside.

This will include:

1. Developing a computer model that illustrates future travel patterns, identifies problem areas and their underlying causes.
 2. A public information program which involves elected officials, individuals and organizations and communicates in a non-technical way the range of problems and alternative solutions to transportation issues on the Eastside.
- B. Planning and Implementation Program: By June, 1988, develop a program that identifies and prioritizes short and long-term regional problems, identifies alternative solutions and makes a recommendation thereon. This program will include implementation measures such as a financing plan and proposed legislative changes.
- C. Regional Transportation Plan: The regional components of the Eastside Transportation Program shall, through ongoing communications, be submitted to the Transportation Growth and Development Committee of the PSCOG for inclusion in the Regional Transportation Plan.
- D. Coordination: All participating jurisdictions shall keep the Project Manager informed of all local transportation studies deemed pertinent to the Eastside Transportation program.
- E. Program Approval: Develop a consensus among participants on a strategy for meeting the transportation needs of the Eastside which provides a basis for local, regional and state plans and implementation programs.
- F. Monitoring and Evaluation: Develop and initiate an on-going interjurisdictional transportation planning and implementation process which will promote, monitor and evaluate Eastside transportation objectives as growth occurs.

III. GENERAL APPROACH

The Technical Committee* appointed to manage the study shall develop a recommended work program and interlocal agreement for approval by the Steering Committee and jurisdictions involved in the study. Upon approval of the agreement, the Technical Committee shall be responsible for preparation of the study, consultant selection, a public information program and presentation to decision making bodies. An effort will be made throughout the program to keep each of the affected jurisdictions, community organizations and citizens informed on the progress of the study. At key points in the program, public meetings will be scheduled to provide information on the study and seek input on the direction and findings of the program.

Upon completion of the study, each of the participants will be asked to approve a strategy for meeting the Eastside's transportation needs by adopting or modifying plans and programs to implement the study's findings.

* See Section IV for definition of these terms.

IV. PARTICIPATION AND MANAGEMENT

Participants in the study are proposed to include:

- | | |
|--|---|
| . City of Bellevue | . City of Redmond |
| . City of Kirkland | . Puget Sound Council of Governments
(PSCOG) |
| . City of Bothell | . King County |
| . City of Issaquah | . Metro (Municipality of Metropolitan
Seattle) |
| . Washington State Department
of Transportation (WSDOT) | |

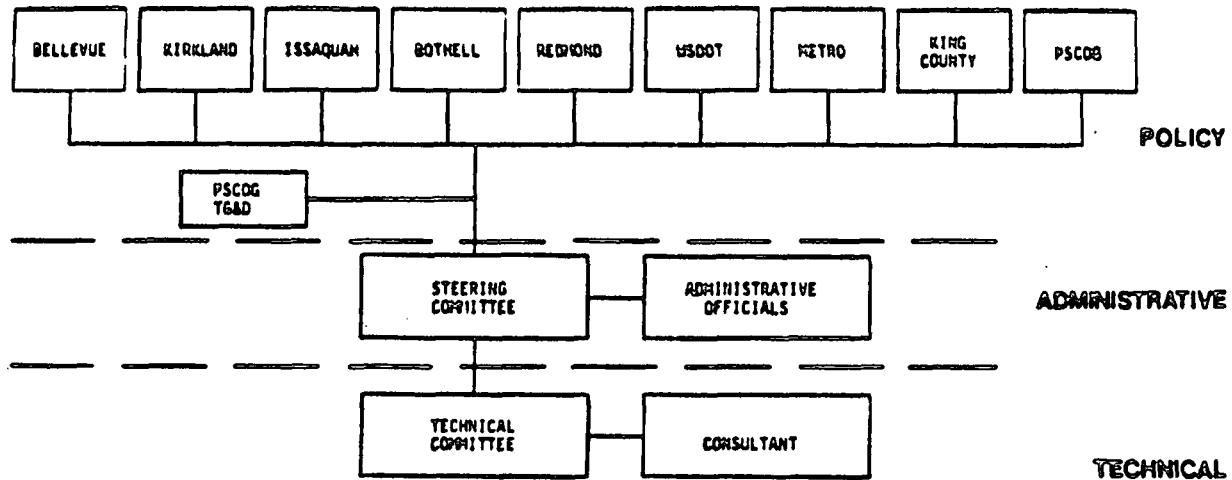
Each participant shall agree to enter into an interlocal agreement and provide in-kind and/or financial contributions in the amount specified in the agreement. In-kind contributions will include, but not be limited to, participation in a Technical Committee and Steering Committee.

Technical Committee: The Technical Committee appointed by the individual members of the Steering Committee, shall be responsible for overall program development including drafting of the work program, public information material, and a final report with recommendations and conclusions. The Committee will also be responsible for coordinating its activities with adjacent jurisdictions including, but not limited to, Snohomish County, Medina, Yarrow Point, Seattle, Mercer Island, Clyde Hill, Hunts Point, Beaux Arts, and Renton. All work of the Technical Committee would be required to be approved by the Steering Committee prior to public dissemination. The Technical Committee shall appoint a member to serve as project manager.

Steering Committee: The Steering Committee shall consist of the Director of Planning and the Director of Public Works from each of the participating cities and the county and a permanent designee of comparable authority from Metro, the WSDOT Public Transportation and Planning Engineer, and the PSCOG Subregional Director. Any Steering Committee member may appoint a person to act permanently in his/her place by notifying the Committee in writing of such appointment. The chair shall be elected by the members, and shall be a representative of one of the participant cities. The Steering Committee will be responsible for establishing program direction, approval of Technical Committee recommendations and on-going communication with administrative officials.

Lead Jurisdiction: As part of the interlocal agreement a participating jurisdiction will be selected by the Steering Committee to act as contract administrator and disperse funds associated with consultant agreements.

V. CHART OF ORGANIZATION



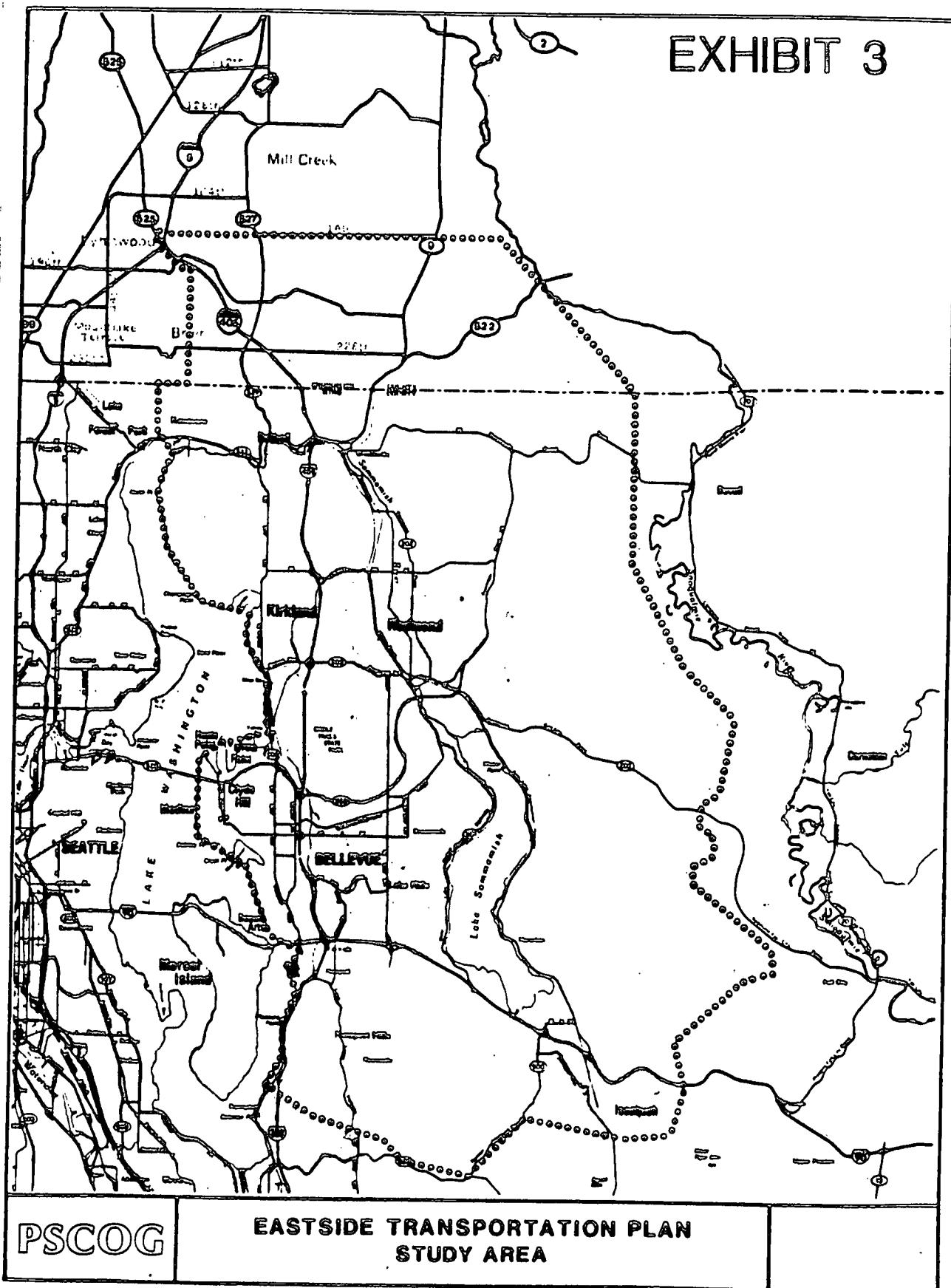
VI. TASKS

A detailed list of the tasks associated with this program will be made available upon request. The task description will be modified and updated in conjunction with consultant and PSCOG work programs and any subsequent changes to the program.

VII. SCHEDULE

A detailed schedule will be developed and updated by the Technical Committee and be made available upon request. Though there are numerous factors that could affect the schedule it is estimated that the study and approval portions of the program will be completed on or before June of 1988.

EXHIBIT 3



OLI