

RESOLUTION NO. 4002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BEAUX ART VILLAGE, HEREAFTER CALLED "BEAU ARTS"; THE CITY OF BELLEVUE, HEREAFTER CALLED "BELLEVUE"; THE CITY OF BOTHELL, HEREAFTER CALLED "BOTHELL"; THE CITY OF CLYDE HILL, HEREAFTER CALLED "CLYDE HILL"; THE CITY OF HUNTS POINT, HEREAFTER CALLED "HUNTS POINT"; THE CITY OF KIRKLAND, HEREAFTER CALLED "KIRKLAND"; THE CITY OF ISSAQUAH, HEREAFTER CALLED "ISSAQUAH"; THE CITY OF MEDINA, HEREAFTER CALLED "MEDINA"; THE CITY OF MERCER ISLAND, HEREAFTER CALLED "MERCER ISLAND"; THE CITY OF NEWCASTLE, HEREAFTER CALLED "NEWCASTLE"; THE CITY OF REDMOND, HEREAFTER CALLED "REDMOND"; THE CITY OF RENTON, HEREAFTER CALLED "RENTON"; THE CITY OF WOODINVILLE, HEREAFTER CALLED "WOODINVILLE"; THE CITY OF YARROW POINT, HEREAFTER CALLED "YARROW POINT"; 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 REGIONAL TRANSIT AUTHORITY, HEREAFTER CALLED THE "RTA"; THE TRANSPORTATION IMPROVEMENT BOARD, HEREAFTER CALLED "TIB"; AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, HEREAFTER CALLED THE "WSDOT".

WHEREAS, in 1987 Bellevue, Redmond, Kirkland, Issaquah, Bothell, King County, the former Municipality of Metropolitan Seattle, the former Puget Sound Council of Governments, and WSDOT entered into an interlocal agreement to establish and participate in a multijurisdictional transportation planning effort referred to as the Eastside Transportation Program (ETP); and

WHEREAS, the area represented on the attached sketch (Exhibit 1) is the ETP boundary area, hereinafter called the "Eastside"; and

WHEREAS, the parties to this Agreement recognize that multijurisdictional transportation planning and the development of a multijurisdictional transportation plan for the Eastside has been, and will continue to be, of benefit to the parties and to affected citizens; and

WHEREAS, since 1987 the ETP has served as the central forum for information sharing, consensus building, and coordination to resolve transportation issues and establish priorities for implementing transportation projects and programs on a subregional basis; and

WHEREAS, the number of parties currently participating in ETP has expanded over those identified in the 1987 ETP Interlocal Agreement to include the cities of Mercer Island, Woodinville, Renton, Newcastle, Beaux Arts, Medina, Clyde Hill, Yarrow Point and Hunts Point, as well as Snohomish County; and

WHEREAS, the study outlined by the 1987 Interlocal Agreement has been completed, the funds expended, and the completion date of December 31, 1988, has been met; and

WHEREAS, no revised Interlocal Agreement that reflects current membership and purpose has been developed to substitute for the 1987 Interlocal Agreement; and

WHEREAS, the parties to this Agreement seek to reconfirm the commitment to improved transportation included in the 1987 Interlocal Agreement and recognize the need to link

transportation to land use, to develop consistent and coordinated transportation plans, to pursue member jurisdictions' input and concurrence, and to promote and reconcile Eastside objectives within a broader regional, state, and national policy-making framework; and

WHEREAS, Growth Management legislation requires intergovernmental coordination efforts, including an assessment of the impacts of transportation plans and land use assumptions on the transportation systems of adjacent jurisdictions; and

WHEREAS, the parties to this Agreement recognize that significant changes in land use, travel demand, and regulatory requirements have taken place since the adoption of the ETP Recommendation Report in 1991; and

WHEREAS, the parties to this Agreement desire to develop an update to the 1991 ETP Recommendation Report in order to develop an updated Eastside transportation plan and to coordinate the implementation of transportation projects and programs for the benefit of the traveling public; and

WHEREAS, an Intermodal Surface Transportation Efficiency Act grant of \$200,000.00 has been allocated for the development of the ETP's Recommendation Report Update, which grant requires local matching funds totaling \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

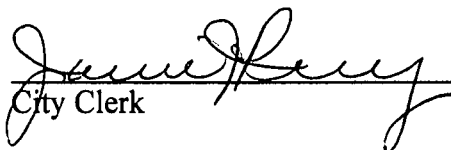
Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City an Interlocal Agreement substantially similar to that attached as Exhibit A.

PASSED by majority vote of the Kirkland City Council on the 2nd day of April, 1996.

SIGNED IN AUTHENTICATION thereof on the 2nd day of April, 1996.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

**Interlocal Agreement  
for the  
Eastside Transportation Program**

(This revised interlocal agreement re-establishes the framework for the Eastside Transportation Program (ETP), originally established in 1986, and identifies financial contributions needed for updating the ETP Recommendations Report.)

Adopted by the ETP Steering Committee

August 18, 1995

Transmitted to participating members for signature on

September 22, 1995

Adopted with revisions by the ETP Steering Committee

March 1, 1996

City of Bellevue

City of Bothell

City of Kirkland

City of Issaquah

City of Mercer Island

City of Newcastle

City of Redmond

City of Renton

City of Woodinville

King County

Snohomish County

Small Cities:

Beaux Arts

Clyde Hill

Hunts Points

Medina

Yarrow Point

Transportation Improvement Board

Puget Sound Regional Council

Regional Transit Authority

Washington State Department of Transportation

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by and-among the TOWN OF BEAUX ART VILLAGE, hereafter called "Beaux Arts"; the CITY OF BELLEVUE, hereafter called "Bellevue"; the CITY OF BOTHELL, hereafter called "Bothell"; the CITY OF CLYDE HILL, hereafter called "Clyde Hill"; the CITY OF HUNTS POINT, hereafter called "Hunts Point"; the CITY OF KIRKLAND, hereafter called "Kirkland"; the CITY OF ISSAQUAH, hereafter called "Issaquah"; the CITY OF MEDINA, hereafter called "Medina"; the CITY OF MERCER ISLAND, hereafter called "Mercer Island"; the CITY OF NEWCASTLE, hereafter called "Newcastle"; the CITY OF REDMOND, hereafter called "Redmond"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF WOODINVILLE, hereafter called "Woodinville"; the CITY OF YARROW POINT, hereafter called "Yarrow Point"; 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 Regional Transit Authority, hereafter called the "RTA"; the Transportation Improvement Board, hereafter called the "TIB"; and the Washington State Department of Transportation, hereafter called the "WSDOT".

WHEREAS, in 1987 Bellevue, Redmond, Kirkland, Issaquah, Bothell, King County, the former Municipality of Metropolitan Seattle, the former Puget Sound Council of Governments, and WSDOT entered into an interlocal agreement to establish and participate in a multi-jurisdictional transportation planning effort referred to as the Eastside Transportation Program ("ETP"); and

WHEREAS, the area represented on the attached sketch (Exhibit 1) is the ETP boundary 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 the Eastside has been and will continue to be of benefit to the parties and to affected citizens; and

WHEREAS, since 1987 the ETP has served as the central forum for information sharing, consensus building, and coordination to resolve transportation issues, and establish priorities for implementing transportation projects and programs on a sub-regional basis; and

WHEREAS, the number of parties currently participating in ETP has expanded over those identified in the 1987 ETP Interlocal Agreement to include the cities of Mercer Island, Woodinville, Renton, Newcastle, Beaux Arts, Medina, Clyde Hill, Yarrow Point and Hunts Point, as well as Snohomish County; and

WHEREAS, the study outlined by the 1987 Interlocal Agreement has been completed, the funds expended, and the completion date of December 31, 1988 has been met; and

WHEREAS, no revised Interlocal Agreement that reflects current membership and purpose has been developed to substitute for the 1987 Interlocal Agreement, and

WHEREAS, the parties to this Agreement seek to reconfirm the commitment to improved transportation included in the 1987 Interlocal Agreement, and recognize the need to link transportation to land use, to develop consistent and coordinated transportation plans, to pursue member jurisdiction's input and concurrence, and to promote and reconcile Eastside objectives within the broader regional, state and national policy making framework; and

WHEREAS, Growth Management legislation requires intergovernmental coordination efforts, including an assessment of the impacts of transportation plans and land use assumptions on the transportation systems of adjacent jurisdictions; and

WHEREAS, the parties to this Agreement recognize that significant changes in land use, travel demand, and regulatory requirements have taken place since the adoption of the ETP Recommendation Report in 1991; and

WHEREAS, the parties to this Agreement desire to develop an update to the 1991 ETP Recommendation Report in order to develop an updated Eastside transportation plan and to coordinate the implementation of transportation projects and programs for the benefit of the traveling public; and

WHEREAS, an Intermodal Surface Transportation Efficiency Act grant of \$200,000.00 has been allocated for the development of the ETP's Recommendation Report Update, which grant requires local matching funds totaling \$50,000.00

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

### 1.0 Purpose of ETP

The purpose of this Agreement is to identify the members and nonmember participants in the ETP, commit to the preparation of an Update Report and provide for the continuation of the ETP as a central forum for information sharing, consensus building, and coordination in the resolution of transportation issues and the setting of priorities for implementing multi-modal transportation projects and programs.

### 2.0 Members and Nonmember Participants

2.1 The members of the ETP and their voting rights shall be as follows:

MEMBERS	NUMBER OF REPRESENTATIVES	VOTING
Bellevue	2	yes
Bothell	2	yes
Kirkland	2	yes
Issaquah	2	yes
Mercer Island	2	yes
Redmond	2	yes
Renton	2	yes
Woodinville	2	yes
Newcastle	2	yes
King County	4	yes
Snohomish County	1	yes
PSRC	1	no
WSDOT	1	yes
Regional Transit Authority	1	no
TIB	1	no
Small Cities Combined:	2	yes
Beaux Arts		
Hunts Point		
Medina		
Clyde Hill		
Yarrow Point		

2.2 Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition the ETP for membership during the annual open enrollment period (November 1 through December 15). The number of representatives on the ETP Steering Committee ("ETPSC") and the voting status of new members shall be determined by a simple majority of voting representatives present at a duly constituted meeting of the ETPSC.

2.3 The following organizations, while not members, are nonvoting participants in the ETP.

A. Eastside Transportation Committee

B. Washington Environmental Council

2.4 Additional private sector groups that represent the Eastside may be added as nonvoting, nonmember participants in the ETP during the annual open enrollment period (November 1 through December 15). Addition of such nonmember participants shall be determined by a two thirds majority vote of voting representatives present at a meeting of the ETPSC.

### 3.0 Steering Committee

3.1 The Eastside Transportation Program Steering Committee (ETPSC) shall consist of:

(a) elected officials appointed from each of the participating counties and cities, in the number specified above, and the Director of WSDOT's Office of Urban Mobility;

(b) the Executive Director of the PSRC, an Eastside board member of the RTA, and the Director of the TIB, representing the nonvoting members of the ETP;

(c) a representative designated by the membership of the Eastside Transportation Committee and a representative designated by the Washington Environmental Council, representing nonvoting, nonmember participants in the ETP.

3.2 The ETPSC is created and will be responsible for overall program direction, approving Technical Advisory Committee recommendations and on-going communication with the governing body of each member jurisdiction.

3.3 Any ETPSC participant may appoint a person to act permanently in his/her place by notifying the Committee in writing of such appointment. There shall be no alternate representatives.

3.4 The chair and vice chair shall be elected by a majority of the voting representatives on the ETPSC, and each shall be a representative of a member county or city. The chair and vice chair shall serve a term of one year from February 1 through January 31 of the following year. The chair and the vice chair shall conduct the ETPSC activities within adopted procedures and guidelines. The chair and vice chair are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of ETPSC.

3.5 ETPSC Administrative Procedures -- The ETPSC shall adopt by simple majority vote, and review annually, such Administrative Procedures as are deemed necessary. Modifications to these procedures will not alter this Interlocal Agreement.

3.6 ETPSC Action -- With a simple majority, the ETPSC can adopt resolutions in support of member jurisdictions or regional activities, authorize studies, approve correspondence or request information. Any individual ETPSC participant may request that a minority statement be included in the ETPSC communications or otherwise distributed with the ETPSC adopted majority position.

#### 4.0 Technical Advisory Committee (TAC)

Each ETP member shall appoint an appropriate staff person to the Technical Advisory Committee (TAC) which will provide technical assistance as requested by the ETPSC and shall advise the ETPSC on emergent transportation issues, be responsible for overall program development including preparation of the work program, direction and review of consultant work, development and implementation of a public information effort, and coordination of its activities with adjacent jurisdictions including, but not limited to, the rural cities, and the City of Seattle. Representatives from other jurisdictions, agencies or groups may be added to the TAC as determined by the ETPSC. The ETP TAC should represent planning, public works and inter-governmental relation departments of member jurisdictions and agencies. When appropriate, the TAC will make recommendations for consideration of the ETPSC. The TAC's recommendations shall be arrived at by consensus of a majority of the TAC members present. If the Technical Advisory Committee is unable to reach consensus on a particular issue, TAC members may present a dissenting opinion to the ETPSC for consideration.

#### 5.0 Lead Agency

King County 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. King County shall appoint a staff member to serve as Project Manager for the update of the ETP Recommendations Report. King County shall also provide general administrative and program support for the ETP. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities. Lead agency responsibilities shall include:

- a. Provide administrative support to the ETPSC meetings, such as develop materials, assist chair in setting meeting agendas, prepare meeting summaries, and ensure timely distribution of ETPSC and TAC meeting notices and materials.
- b. Work as necessary with the host jurisdiction on ETPSC meeting site arrangements.
- c. Record, administer and distribute funds collected as dues and contributions by ETP members for special projects. The Lead Agency shall maintain open records for inspection by members of the Eastside Transportation Program.

- d. Provide support as needed to the ETPSC Chair including the preparation of correspondence and other materials.
- e. Coordinate TAC and other standing or ad hoc committee meetings; develop material; prepare meeting summaries.
- f. Monitor land use and transportation planning efforts of agencies within the Puget Sound region for issues/activities relevant to ETP.
- g. As needed, coordinate consultant services or other special projects agreed upon by the ETPSC including taking the lead in drafting consultant scope of work or project descriptions, and providing project and consultant management.
- h. Monitor the ETP work program to ensure agenda items are scheduled in a timely manner.
- i. Coordinate the maintenance and updating of the Eastside Transportation Plan.
- j. Coordinate the joint submittal of grant applications for funding under sources available through, local, state, federal and private sources.

#### **6.0 Member Agency Staff Support**

Each member jurisdiction is expected to contribute such staff as is necessary to accomplish the work program adopted by the ETPSC. Jurisdictions may be excused from such a commitment if doing so conflicts with the day to day operation of the jurisdiction's activities.

#### **7.0 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. For the purpose of holding and disbursing funds under this Agreement, the Lead Agency shall establish a fund entitled Eastside Transportation Program Fund. All cash contributions of the parties shall be placed in this Fund until disbursed by the lead agency for consultant contracts or other expenses approved by the ETPSC.

#### **8.0 Disposal of Property**

At such time as this Agreement is terminated, any unexpended and uncommitted funds shall be distributed proportionately to those members of the ETP at the time of termination. A member'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 contribution of all members remaining at the time of termination. Any personal property other than cash shall remain with the Lead Agency.



## 9.0 Withdrawing From this Agreement

Any member or participant may withdraw from the program at any time by providing written notice to the other parties at least ten (10) days in advance of the effective date for the withdrawal. However, funds contributed to the program will not be refunded. Such termination shall be in addition to any party's rights to terminate for convenience or default. Each party's funding to perform its obligations under this 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.

## 10.0 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 all tasks have been completed to the satisfaction of the Steering Committee or until such time as the participating members choose to conclude the Program for other reasons, but in no case shall the Program extend beyond December 31, 1999, without the parties agreeing, in writing, to an extension.

## 11.0 Financing

a. Yearly Dues -- Each member county and city will contribute \$250.00 annually per vote awarded 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 Steering Committee.

b. Eastside Transportation Program Recommendation Report.

Grant Funds -- The award of a \$200,000 grant made under the Intermodal Surface Transportation Efficiency Act, Surface Transportation Program for the years 1997, 1998, shall be the Update's main funding source. All grants funds shall be administered by the Lead Agency under the direction of the Steering Committee

Matching Funds -- The following member Jurisdictions shall contribute a one-time cash contribution to the lead jurisdiction prior to that agency obligating itself to consultant contracts.

Bellevue	\$5,000
Bothell	\$5,000
Issaquah	\$5,000

Kirkland	\$5,000
Mercer Island	\$5,000
Newcastle	\$5,000
Redmond	\$5,000
Renton	\$5,000
Woodinville	\$5,000
Small Cities	
Beaux Arts	\$1,000
Clyde Hill	\$1,000
Hunts Point	\$1,000
Medina	\$1,000
Yarrow Point	\$1,000
 Total Matching Funds	 \$50,000.00

In-kind Contributions -- In-kind contribution or cash donations shall be provided by:

Eastside Transportation Committee  
King County  
Puget Sound Regional Council  
Regional Transit Authority  
Snohomish County  
Transportation Improvement Board  
Washington Environmental Council  
Washington State Department of Transportation

## 12.0 Filing

This Agreement shall be filed with the City Clerk of all parties to this Agreement, the King County Department of Records and Elections and applicable county auditors as required by RCW 39.34.040.

## 13.0 Legal Relations

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

13.2 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.

13.3 Each party shall defend, indemnify and hold harmless the other party and all of its 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 errors, omissions or negligent acts of the first party, its contractor, and/or employees, agents, and representatives in

performing the first 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 either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

13.4 The provisions of this Section 13 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.

#### **14.0 Entirety and Modifications**

14.1 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.

14.2 This Agreement may be modified only by written instrument signed by all the parties hereto.

#### **15.0 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 BELLEVUE

CITY OF RENTON

CITY OF MEDINA

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF BOTHELL

CITY OF WOODINVILLE

CITY OF YARROW POINT

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF KIRKLAND

KING COUNTY

TRANSPORTATION  
IMPROVEMENT BOARD

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF ISSAQUAH

SNOHOMISH COUNTY

PUGET SOUND REGIONAL  
COUNCIL

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF MERCER ISLAND

TOWN OF BEAUX ART  
VILLAGE

REGIONAL TRANSIT  
AUTHORITY

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF NEWCASTLE

CITY OF CLYDE HILL

WASHINGTON STATE  
DEPARTMENT OF  
TRANSPORTATION

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF REDMOND

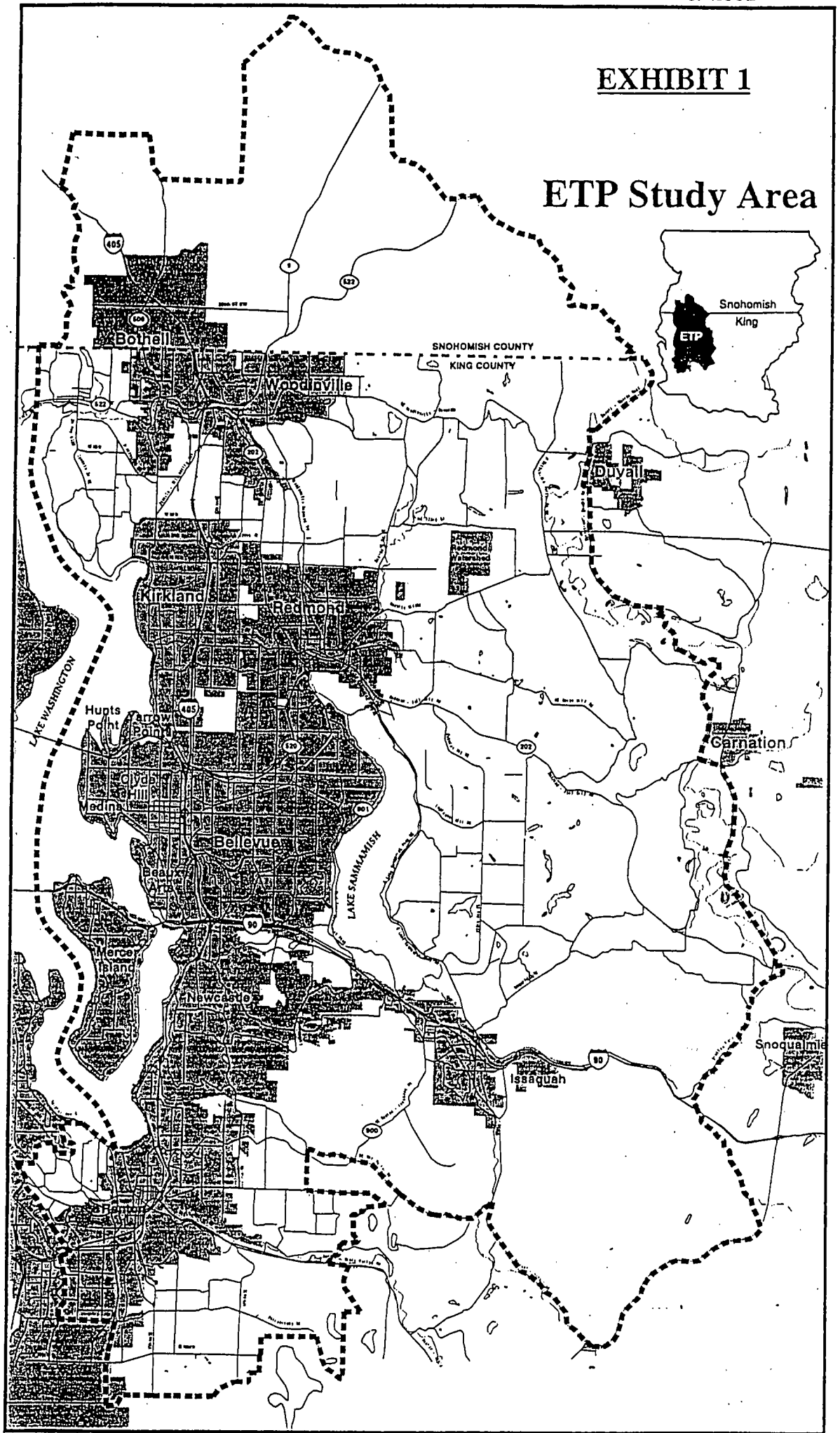
CITY OF CITY OF HUNTS  
POINT

By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT 1**

**ETP Study Area**



## EXHIBIT 2

### General Scope of Work -- ETP Update

#### Phase I (ETP Technical Staff and Steering Committee) - complete by April 1996

- Review existing information (PSRC and local Comprehensive plans) and develop baseline and horizon year (2010) information
- Establish goals, objectives and criteria for project/program evaluation and selection
- Determine basic network (by mode and across modes)

#### Phase II (Consultant Assistance) -- complete by December, 1996

- Develop performance indicators and obtain information for evaluation
- Develop alternatives
- Analyze alternatives
- Develop preliminary recommendations

#### Phase III (ETP Technical Staff and Steering Committee) -- Complete by March, 1997

- Review and evaluate preliminary recommendations
- Revise/refine recommendations as necessary
- Adopt ETP Update

#### Phase IV (ETP Participating Jurisdictions) -- complete by June, 1997

- Adopt ETP Update and incorporate into local comprehensive plans
- Amend Metropolitan Transportation Plan to incorporate ETP Update

#### Phase V (ETP Participating Jurisdictions)

- Implement projects and program in adopted ETP Update