

RESOLUTION R- 4535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN the TOWN OF BEAUX ARTS VILLAGE, hereafter called "Beaux Arts," and the CITY OF BELLEVUE, hereafter called "Bellevue"; and the CITY OF BOTHELL, hereafter called "Bothell"; and the CITY OF CLYDE HILL, hereafter called "Clyde Hill;" and the CITY OF HUNTS POINT, hereafter called "Hunts Point"; and the CITY OF KENMORE, hereafter called "Kenmore," and the CITY OF KIRKLAND, hereafter called "Kirkland;" and the CITY OF ISSAQUAH, hereafter called "Issaquah;" and the CITY OF MEDINA, hereafter called "Medina;" and the CITY OF MERCER ISLAND, hereafter called "Mercer Island;" and the CITY OF NEWCASTLE, hereafter called "Newcastle;" and the CITY OF REDMOND hereafter called "Redmond;" and the CITY OF RENTON, hereafter called "Renton;" ;" and the CITY OF SAMMAMISH, hereafter called "Sammamish;" and the CITY OF WOODINVILLE, hereafter called "Woodinville;" and 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 Central Puget Sound Regional Transit Authority, hereafter called "Sound Transit"; the Transportation Improvement Board, hereafter called the "TIB"; the Eastside Transportation Association, hereafter called "ETA"; the Eastside Transportation Choices coalition, hereafter called the "ETC"; the Washington State Department of Transportation, hereafter called the "WSDOT"; and the Washington State Transportation Commission.

WHEREAS, the boundary area for the Eastside Transportation Partnership ("ETP") is the area represented on the attached map (Exhibit A), 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 would be of benefit to the parties and to affected citizens; and

WHEREAS, since 1987 this group 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, revised Inter-local Agreements reflecting updated membership, purposes, and procedures have been approved subsequently as needed to govern ETP activities and provide for the development of priority transportation improvement plans for the Eastside; and

## EXHIBIT 1

**2006-2009 Agreement  
for the  
Eastside Transportation Partnership**

## Parties to Agreement:

|                       |   |
|-----------------------|---|
| City of Bellevue      | Small Cities                              |
| City of Bothell       | Beaux Arts                                |
| City of Kirkland      | Clyde Hill                                |
| City of Issaquah      | Hunts Points                              |
| City of Mercer Island | Medina                                    |
| City of Newcastle     | Yarrow Point                              |
| City of Redmond       | Transportation Improvement Board          |
| City of Renton        | Eastside Transportation Association       |
| City of Kenmore       | Puget Sound Regional Council              |
| City of Sammamish     | Sound Transit                             |
| City of Woodinville   | Washington State Department of            |
| King County           | Transportation                            |
| Snohomish County      | Washington Transportation Commission      |
|                       | Eastside Transportation Choices Coalition |

Transmitted to participating members for signature on October 31, 2005.

THIS AGREEMENT is made and entered into by and among the TOWN OF BEAUX ARTS VILLAGE, hereafter called "Beaux Arts," and the CITY OF BELLEVUE, hereafter called "Bellevue"; and the CITY OF BOTHELL, hereafter called "Bothell"; and the CITY OF CLYDE HILL, hereafter called "Clyde Hill;" and the CITY OF HUNTS POINT, hereafter called "Hunts Point"; and the CITY OF KENMORE, hereafter called "Kenmore," and the CITY OF KIRKLAND, hereafter called "Kirkland;" and the CITY OF ISSAQUAH, hereafter called "Issaquah;" and the CITY OF MEDINA, hereafter called "Medina;" and the CITY OF MERCER ISLAND, hereafter called "Mercer Island;" and the CITY OF NEWCASTLE, hereafter called "Newcastle;" and the CITY OF REDMOND hereafter called "Redmond;" and the CITY OF RENTON, hereafter called "Renton;" ;" and the CITY OF SAMMAMISH, hereafter called "Sammamish;" and the CITY OF WOODINVILLE, hereafter called "Woodinville;" and 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 Central Puget Sound Regional Transit Authority, hereafter called "Sound Transit"; the Transportation Improvement Board, hereafter called the "TIB"; the Eastside Transportation Association, hereafter called "ETA"; the Eastside Transportation Choices coalition, hereafter called the "ETC"; the Washington State Department of

Transportation, hereafter called the "WSDOT"; and the Washington State Transportation Commission.

WHEREAS, the boundary area for the Eastside Transportation Partnership ("ETP") is the area represented on the attached map (Exhibit A), 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 would be of benefit to the parties and to affected citizens; and

WHEREAS, since 1987 this group 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, revised Inter-local Agreements reflecting updated membership, purposes, and procedures have been approved subsequently as needed to govern ETP activities and provide for the development of priority transportation improvement plans for the Eastside; and

WHEREAS, ETP has been effective in advocating for implementation of its priorities;

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 voting members of ETP, the non-voting members of the ETP, and provide for the continuation of the ETP as the Eastside forum for information sharing, consensus building, and coordination to resolve transportation issues and establish priorities for implementing multi-modal transportation projects and programs.

#### **2.0 Role of ETP**

The ETP is the forum established for the Eastside subarea of King County at which elected officials, including representatives from Snohomish County, may provide input into the following decisions:

- a. Recommendations for the Safe, Accountable, Flexible, Efficient Transportation Equity Act-Legacy for Users (SAFETEA-LU) regional project identification and Countywide project selection
- b. Development of the King County Metro six year transit development plan, and implementation of transit service priorities
- c. Recommendations to Sound Transit on its plans and implementation of projects and services, consistent with the principle of subarea equity and other financial policies

- d. Coordination with the South County Area Transportation Board and the SeaShore Transportation Forum on countywide and regional transportation issues
- e. Other transportation related issues as the members determine

### 3.0 Voting and Non-voting Members

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

| <b>MEMBERS</b>   | <b>Number of<br/>Representatives</b> | <b>Voting</b> |
|--|--------------------------------------|---------------|
| Bellevue   | 2                                    | Yes           |
| Bothell  | 2                                    | Yes           |
| Kenmore  | 2                                    | Yes           |
| Kirkland   | 2                                    | Yes           |
| Issaquah   | 2                                    | Yes           |
| Mercer Island  | 2                                    | Yes           |
| Redmond  | 2                                    | Yes           |
| Renton   | 2                                    | Yes           |
| Sammamish  | 2                                    | Yes           |
| Woodinville  | 2                                    | Yes           |
| Newcastle  | 2                                    | Yes           |
| King County  | 4                                    | Yes           |
| Snohomish County   | 1                                    | Yes           |
| PSRC   | 1                                    | No            |
| WSDOT  | 1                                    | Yes           |
| Sound Transit  | 1                                    | No            |
| Transportation Improvement Board   | 1                                    | No            |
| Washington State Transportation Commission   | 1                                    | No            |
| Eastside Transportation Association  | 1                                    | No            |
| Eastside Transportation Choices Coalition  | 1                                    | No            |
| Small Cities (Beaux Arts, Hunts Point, Medina, Clyde Hill,<br>Yarrow Point) Combined | 2                                    | Yes           |

3.2 Existing or new cities legally formed under the laws of incorporation of the State of Washington, located within the ETP boundaries, may petition ETP for membership during the annual open enrollment period (February 1 through March 15). The number of ETP representatives and the voting status of new members shall be determined by a simple majority of voting representatives present at a meeting of the ETP.

3.3 Additional private sector groups that represent the Eastside may be added as nonvoting members in ETP during the annual open enrollment period (February 1 through March 15). Addition of such nonvoting members shall be based on meeting the following criteria, as established in the ETP Procedures adopted October 8, 2004:



- Groups must represent the entire Eastside, and not be limited to one or two jurisdictions
- Groups must have a membership of at least 30 people
- Groups must have an adopted mission and bylaws or operating procedures
- Groups must have a mission that is compatible with ETP's mission
- Groups must accept ETP's mission and purpose
- Groups that participate will be evaluated at the end of the agreement period to determine whether they met the criterion of ETP's mission

Addition of such nonvoting members shall be determined by a two-thirds majority vote of voting representatives present at a meeting of the ETP. Other groups or private citizens may attend ETP meetings and provide input during the public comment period.

#### **4.0 Representation and Conduct**

4.1 The representation on ETP shall be as follows:

(a) elected officials appointed for a one-year term from each of the participating counties and cities, in the number specified above

(b) the Director of WSDOT's Planning and Policy Office, the Executive Director of the PSRC; an Eastside board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.

(c.) a representative designated by the membership of the Eastside Transportation Association, and a representative designated by the membership of the Eastside Transportation Choices coalition, or other representatives from non-governmental interest groups that ETP determines shall become nonvoting members of ETP.

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

4.3 On an annual basis, an ETP member jurisdiction shall inform the Lead Agency in writing of its representatives and alternates in writing. Designated alternates may vote in place of designated representatives in the absence of the designated representative.

4.4 The chair and vice chair shall be elected by a majority of the voting representatives on the ETP, 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 ETP 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 the ETP.

4.5 The ETP may establish its own bylaws and rules of procedures 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.

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

## **5.0 Technical Advisory Committee (TAC)**

Each member jurisdiction or agency shall appoint an appropriate staff person to the Technical Advisory Committee (TAC). The TAC shall provide technical assistance as requested by the ETP and shall advise the ETP on emergent transportation issues, and be responsible for overall program development including drafting of the work program. The TAC shall also direct and review consultant work, maintain a public information effort, and coordinate its activities with adjacent jurisdictions including, but not limited to, the rural cities, and the City of Seattle. Other jurisdictions, agencies or groups may be added to the TAC as determined by the ETP. The ETP TAC should represent planning, public works and inter-governmental relations departments of member jurisdictions and agencies. When appropriate, the TAC will make recommendations for consideration of the ETP. 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 ETP for consideration.

## **6.0 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 special projects. King County shall also provide general administrative and program support for the ETP, shared with technical staff representatives of ETP member jurisdictions and agencies, as shown below. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

- a. Provide administrative support to the ETP meetings, such as develop materials, assist chair in setting meeting agendas, prepare meeting summaries, and ensure timely distribution of ETP and TAC meeting notices and materials.
- b. Work as necessary with the host jurisdiction on ETP 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 ETP.
- d. Provide support as needed to the ETP 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 ETP including taking the lead in drafting consultant scope of work or project descriptions.
- h. Monitor the ETP work program to ensure agenda items are scheduled in a timely manner.
- i. Coordinate the maintenance and updating of the ETP Mobility Action Priorities (MAP), when determined appropriate and feasible.
- j. Coordinate the joint submittal of grant applications for funding under sources available through, local, state, federal and private sources.

## **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 ETP. Jurisdictions may be excused from such a commitment if doing so conflicts with the day to day operation of the jurisdiction's activities.

## **8.0 Work Program**

The ETP may undertake activities consistent with its purposes and shall prepare an annual work program for the following year for submittal to its members.

## **9.0 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 payments to ETP but 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.

#### **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 the tasks have been completed to the satisfaction of the ETP 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, 2008, unless terminated earlier or extended in accordance with Section 11.0. If all parties desire to extend this Agreement beyond December 31, 2008, they shall execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2010.

#### **11.0 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 13.0.

#### **12.0 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 11.0, any personal property other than cash shall remain with the Lead Agency.

#### **13.0 Return of Funds**

At such time as this Agreement expires or is terminated in accordance with Section 11.0, 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.

#### **14.0 Financing**

14.1 **ETP 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 ETP.

#### **15.0 Filing**

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

#### **16.0 Legal Relations**

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

16.2 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.

16.3 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 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 any immunity that, as respects the other party only, 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.

16.4 The provisions of this Section 16 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.

#### **17.0 Entirety and Modifications**

17.1 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.

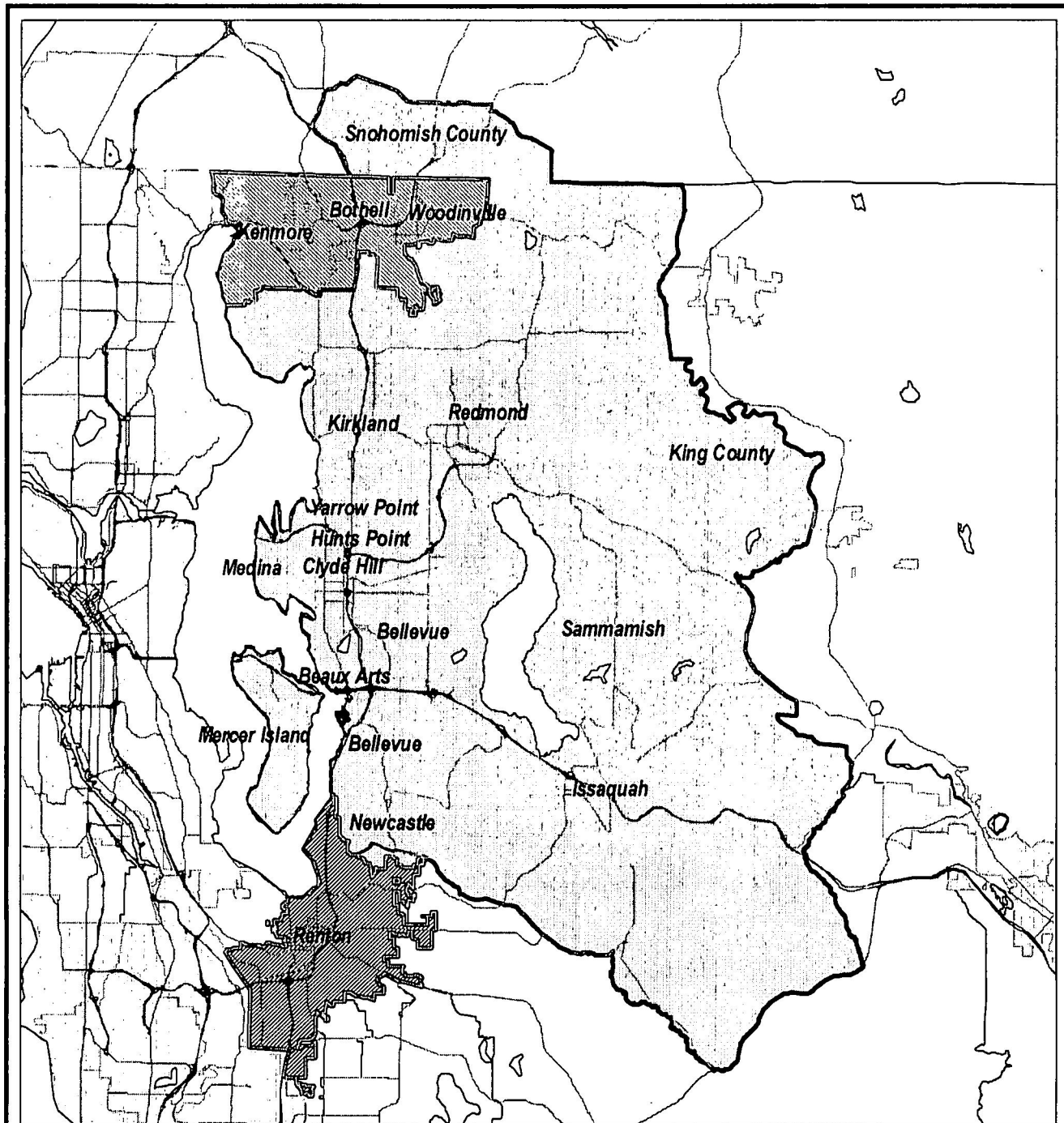
17.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

**18.0 Counterparts**

The signature pages 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<br><br>By _____<br>Date _____                          | CITY OF RENTON<br><br>By _____<br>Date _____                      | CITY OF MEDINA<br><br>By _____<br>Date _____                                |
| CITY OF BOTHELL<br><br>By _____<br>Date _____                           | CITY OF WOODINVILLE<br><br>By _____<br>Date _____                 | CITY OF YARROW POINT<br><br>By _____<br>Date _____                          |
| CITY OF KIRKLAND<br><br>By _____<br>Date _____                          | KING COUNTY<br><br>By _____<br>Date _____                         | TRANSPORTATION IMPROVEMENT BOARD<br><br>By _____<br>Date _____              |
| CITY OF ISSAQUAH<br><br>By _____<br>Date _____                          | SNOHOMISH COUNTY<br><br>By _____<br>Date _____                    | PUGET SOUND REGIONAL COUNCIL<br><br>By _____<br>Date _____                  |
| CITY OF MERCER ISLAND<br><br>By _____<br>Date _____                     | TOWN OF BEAUX ARTS VILLAGE<br><br>By _____<br>Date _____          | SOUND TRANSIT<br><br>By _____<br>Date _____                                 |
| CITY OF NEWCASTLE<br><br>By _____<br>Date _____                         | CITY OF CLYDE HILL<br><br>By _____<br>Date _____                  | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION<br><br>By _____<br>Date _____ |
| CITY OF REDMOND<br><br>By _____<br>Date _____                           | CITY OF HUNTS POINT<br><br>By _____<br>Date _____                 | WASHINGTON STATE TRANSPORTATION COMMISSION<br><br>By _____<br>Date _____    |
| CITY OF SAMMAMISH<br><br>By _____<br>Date _____                         | EASTSIDE TRANSPORTATION ASSOCIATION<br><br>By _____<br>Date _____ | CITY OF KENMORE<br><br>By _____<br>Date _____                               |
| EASTSIDE TRANSPORTATION CHOICES COALITION<br><br>By _____<br>Date _____ |   |   |



## Eastside Transportation Partnership (ETP) Boundary (2003)

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.



November 13, 2002

0 4 0 0 4 0 8 12 16 2 Miles

Revised: 11/13/02



King County

### Legend

- Streets - Principal Arterials
- Streets - Freeways
- ETP
- Seashore & ETP
- SCATBd & ETP
- Incorporated Area



WHEREAS, ETP has been effective in advocating for implementation of its priorities;

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 1.

Passed by majority vote of the Kirkland City Council in open meeting this 13th day of December, 2005.

Signed in authentication thereof this 13th day of December, 2005.

Mary Alyce Buleigh  
MAYOR

Attest:

Heidi Anderson  
City Clerk