2009-2012 Agreement
for the
Eastside Transportation Partnership

Parties to Agreement

City of Bellevue
City of Bothell
City of Issaquah
City of Kenmore
City of Kirkland
City of Mercer Island
City of Newcastle
City of Redmond
City of Renton
City of Sammamish
City of Woodinville
Community Transit
Eastside Transportation Choices Coalition
Port of Seattle
Snohomish County
Transportation Improvement Board
Washington State Transportation Commission
Small Cities
  Beaux Arts
  Clyde Hill
  Hunts Point
  Medina
  Yarrow Point
Snoqualmie Valley Cities
  Carnation
  Duvall
  North Bend
  Snoqualmie
Eastside Transportation Association
King County
Puget Sound Regional Council
Sound Transit
Washington State Department of Transportation

Transmittal date to participating members for approval on December 30, 2008.

THIS AGREEMENT is made and entered into by and among the TOWN OF BEAUX ARTS VILLAGE, hereafter called "Beaux Arts"; the CITY OF BELLEVUE, hereafter called "Bellevue"; the CITY OF BOTHELL, hereafter called "Bothell"; the CITY OF CARNATION, hereafter called "Carnation"; the CITY OF CLYDE HILL, hereafter called "Clyde Hill"; the CITY OF DUVALL, hereafter called "Duvall"; the CITY OF HUNTS POINT, hereafter called "Hunts Point"; the CITY OF ISSAQUAH, hereafter called "Issaquah"; the CITY OF KENMORE, hereafter called "Kenmore"; the CITY OF KIRKLAND, hereafter called "Kirkland"; the CITY OF MEDINA, hereafter called "Medina"; CITY OF MERCER ISLAND, hereafter called "Mercer Island"; the CITY OF NEWCASTLE, hereafter called "Newcastle"; the CITY OF NORTH BEND, hereafter called "North Bend"; the CITY OF REDMOND, hereafter called "Redmond"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SAMMAMISH, hereafter called "Sammamish"; the CITY OF SNOQUALMIE, hereafter called "Snoqualmie"; 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 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 WASHINGTON STATE TRANSPORTATION COMMISSION, hereafter called the "Transportation Commission"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; the PORT OF SEATTLE; the EASTSIDE TRANSPORTATION ASSOCIATION, hereafter called the "ETA"; and the EASTSIDE TRANSPORTATION CHOICES COALITION, hereafter called the "ETCC".

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the Eastside Transportation Partnership (ETP) has effectively served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the East King subarea; and

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, 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, called 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, Sound Transit relies on the three subarea transportation boards to review and recommend Sound Transit plans and implementation of projects and services; and

WHEREAS, the geographic subarea boundary area for the East King Subarea is the area represented on the attached map (Exhibit A);

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 provide for the continuation of the Eastside Transportation Partnership (ETP) as the East forum for local governments to share information, build consensus, and coordinate among jurisdictions and agencies with the goal of providing advice on plans, programs, policies and priorities for regional transportation decisions.

2.0 Role of Subarea Transportation Boards

1. The Eastside Transportation Partnership (ETP) is the forum established for the East subarea of King County for elected officials to provide advice into the following decisions:
    a. The King County Metro six year transit development plan, and implementation of transit service priorities
    b. Sound Transit plans and implementation of projects and services
2. The ETP may also provide input on other countywide and regional transportation issues.
3. The three subarea transportation boards shall hold at least one joint meeting annually to address issues of mutual interest and concern and promote regional decisions.

3.0 Voting and Non-voting Members

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

Voting Members	**Number of Reps.**	**Voting Rights**			
		Sound Transit[1]	Metro Transit[2]	Regional Competition[3]	Other[4]
Bellevue	2	Yes	Yes	Yes	Yes
Bothell	2	Yes	Yes	Yes	Yes
Kirkland	2	Yes	Yes	Yes	Yes
Issaquah	2	Yes	Yes	Yes	Yes
Mercer Island	2	Yes	Yes	Yes	Yes
Newcastle	2	Yes	Yes	Yes	Yes
Redmond	2	Yes	Yes	Yes	Yes
Renton	2	Yes	No	Yes*	Yes
Kenmore	2	Yes	Yes	Yes	Yes
Sammamish	2	Yes	Yes	Yes	Yes
Woodinville	2	Yes	Yes	Yes	Yes
Small Cities Coalition	2 (shared)	Yes	Yes	Yes	Yes
Snoqualmie Valley Cities	2 (shared)	No	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes
Snohomish County	1	No	No	No	Yes

3.2 The non-voting members of **ETP** shall be as follows:

Non-Voting Member	**Number of Representatives**
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Eastside Transportation Choices Coalition	1
Eastside Transportation Association	1

3.3 A roll call vote shall be taken on recommendations from the subarea board regarding Sound Transit capital and service plans and implementation, Metro Transit service plans, and identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board. The results shall be recorded by jurisdiction.

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[1] Recommendations on Sound Transit capital and service plans and implementation

[2] Recommendations on Metro Transit service plans

[3] Identification of projects for the regional competition, if prescribed by process approved by the King County members of the Transportation Policy Board (*projects in Renton north of the Cedar River)

[4] Other recommendations including

- Recommendations to the PSRC on plans, policies and programs, such as input on alternatives, policies and criteria for the regional transportation plan; on studies and analyses conducted; on criteria; on funding policies; and on regional priorities.
- Recommendations to the State Legislature, committees and commissions established by the Legislature, such as input on proposed legislation; on recommendations from commissions; and on transportation budgets and priorities.
- Recommendations to WSDOT on projects, policies, programs, priorities and funding, such as input on alternatives, funding, and priorities for major corridors; on tolling; on transportation demand management; on Commute Trip Reduction; on active traffic management; and on state transportation plans.
- Recommendations to the State Transportation Commission, such as input on policies regarding tolling, preservation, capacity improvements and funding.
- Recommendations to the federal delegation on federal legislation, such as input on reauthorization; and on funding priorities.

4.0 Representation and Conduct

4.1 The representation on the Eastside Transportation Partnership (ETP) shall be as follows:

1. Elected officials appointed for a one-year term from each of the participating counties and cities, in the number specified above. King County representation shall be a maximum of two Councilmembers and the King County Executive or his designee. Snohomish County representation shall be the Snohomish County Executive or his designee.
2. High level staff from WSDOT, Community Transit, the Port of Seattle and the PSRC; an East King subarea board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.
3. A representative of a private sector group or groups as determined by ETP.

4.2 Each participating member shall appoint an alternate. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.3 On an annual basis, member jurisdictions shall inform the Lead Agency in writing of its representatives and alternates and provide the appropriate contact information for each.

4.4 The ETP will be responsible for overall program direction, approving Technical Advisory Committee recommendations and providing direction for input on transportation decisions

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 The ETP may establish subcommittees as it determines appropriate.

4.7 With a simple majority of voting members as shown in Section 3.1, the ETP can adopt resolutions, authorize correspondence, request studies, or provide other advisory input to member jurisdictions or regional and state activities, including plans policies, programs, projects or legislative issues.

4.8 Any voting member may request that a minority statement be included in communications or otherwise distributed with the adopted majority position.

5.0 Chair and Vice Chair

5.1 The chair and vice chair of ETP shall be representatives of a member county or city located within the subarea's geographic boundaries. The chair and vice chair shall be elected by a majority of the voting representatives from jurisdictions within the subarea's geographic boundaries.

5.2 The chair and vice chair shall be nominated by a nominating committee established in November of each year, and nominated in December of each year.

5.3 The chair and vice chair shall serve a term of one year from February 1 through January 31 of the following year.

5.4 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.

6.0 Technical Advisory Committee (TAC)

6.1 Each member jurisdiction or agency shall appoint at least one planning, public works and/or intergovernmental staff person to the Technical Advisory Committee (TAC). Private sector groups shall not participate in TAC activities. Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the ETP.

6.2 The TAC shall provide technical assistance as requested by the ETP and shall advise the ETP and their respective members on emergent transportation issues, and be responsible for overall program development including drafting of the work program. The TAC shall also review consultant work, and coordinate its activities with adjacent jurisdictions, including the other subarea transportation forums.

6.3 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 discussion questions or a dissenting opinion to the ETP for consideration.

7.0 Lead Agency

7.1 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. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.2 Lead Agency responsibilities include administrative and technical support for meetings and ongoing operations; collection, administration and distribution of dues; support to the chair and vice chair; preparation of correspondence and other materials; development and monitoring of work program; and coordination of consultant services or other special projects as directed by the ETP.

8.0 Annual Work Program

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

9.0 Financing and Cost Sharing Guidelines

9.1 Yearly Dues -- Each member city will contribute $100.00 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, including an annual joint meeting of the subarea transportation boards, public education, or other expenses authorized by the ETP.

9.2 The following guidelines shall generally apply:

1. Annual Review of Financing: The ETP shall determine by June 30 of each year whether an additional financial contribution will be requested of the ETP jurisdictions.
2. Voting Members: If additional financial contributions are determined to be necessary, costs shall be shared among member jurisdictions other than King County by a method as determined by action of the ETP. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
3. Non-voting Members: The member agencies shall not be expected to make a direct funding contribution.
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 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 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.

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 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, 2012, unless terminated earlier or extended in accordance with Section 11.0. If all parties desire to extend this Agreement beyond December 31, 2012, they shall execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2014.

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 13.0.

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 11.0, 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 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.

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.

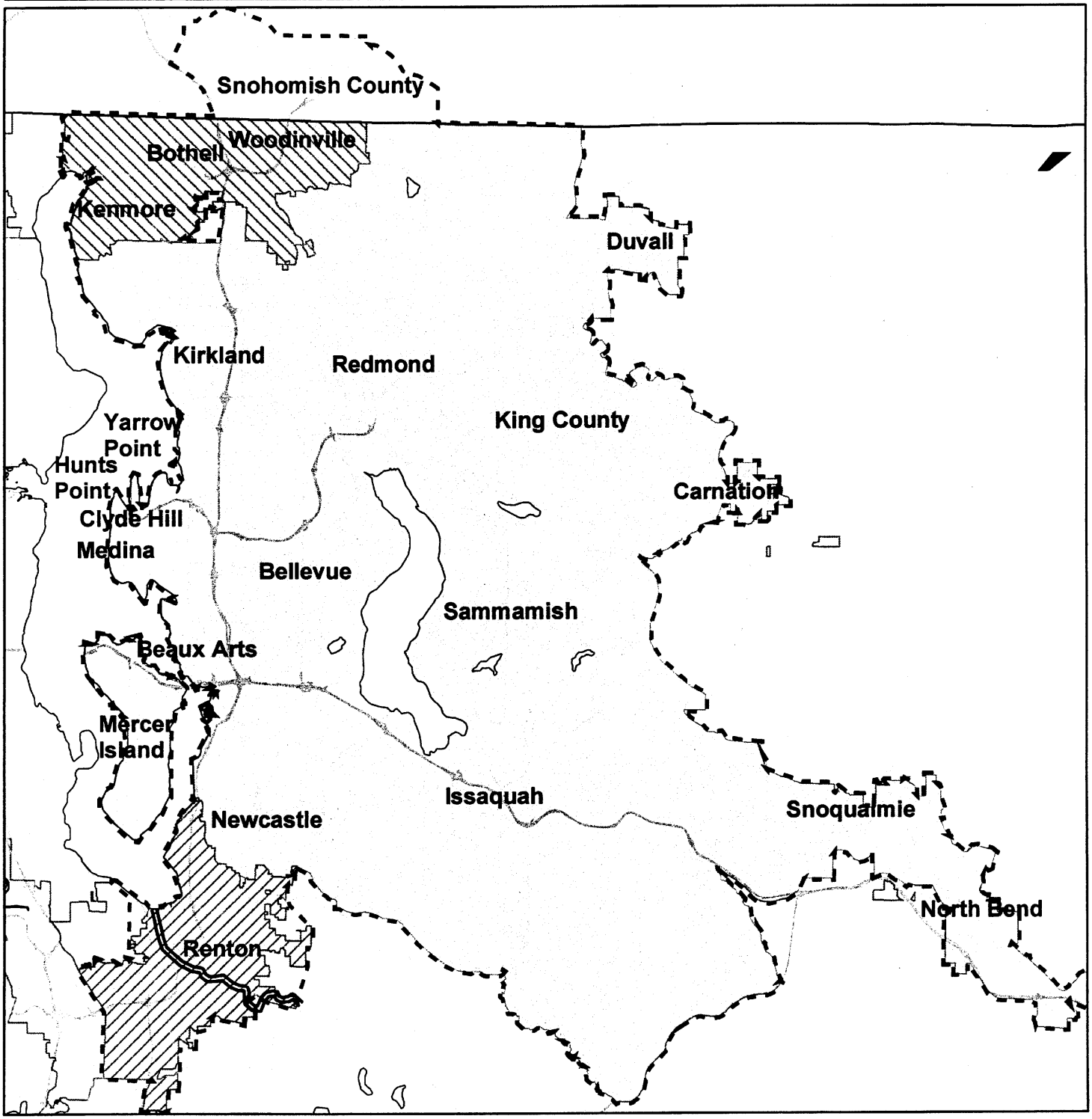
17.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

18.0 Counterparts

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

Exhibit A

I2009-104



East King County Subarea 2008
Eastside Transportation Partnership (ETP)

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, expressed 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.

King County

0 0.5 1 2 3 4 Miles

- East King Subarea
- SCATBD and ETP
- SeaShore and ETP
- ETP Boundary
- Cedar River
- Roads