



## CITY OF KIRKLAND

### Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.kirklandwa.gov

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#### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** David Godfrey, P.E. Transportation Engineering Manager  
Pam Bissonnette, Interim Public Works Director

**Date:** August 22, 2013

**Subject:** EASTSIDE TRANSPORTATION PARTNERSHIP AGREEMENT RESOLUTION

#### **RECOMMENDATION:**

It is recommended that the City Council passes the attached resolution authorizing the City Manager to sign the attached Eastside Transportation Partnership Agreement.

#### **BACKGROUND DISCUSSION:**

The City of Kirkland joined with other Eastside cities and King County in 1987 to establish and participate in a multi-jurisdictional transportation planning effort referred to as the Eastside Transportation Partnership (ETP). This effort produced the first ETP plan. Since then the Council has continued to participate in ETP, reaffirming participation most recently in 2009 by endorsing the interlocal agreement under which ETP now operates.

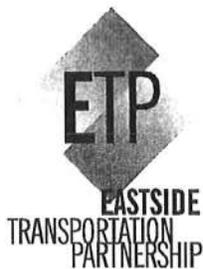
The City of Kirkland actively participates in ETP, and its current representatives are Councilmembers Dave Asher and Amy Walen. On July 12, 2013 ETP approved the proposed Agreement. Kirkland may approve or reject the Agreement.

Under the proposed Agreement, Kirkland continues to be allocated two voting members. Members must be elected officials appointed by the City Council to serve one-year terms. An alternate elected official may also be designated to attend and vote if either of the two voting members will be absent. The proposed Agreement assigns dues of \$100 per year, per voting member, for a total of \$200 annually for the City of Kirkland. Any additional financial contributions or increase in dues requires a modification to the Agreement that must be approved by the parties. Any jurisdiction, including Kirkland, may withdraw from the Agreement at its own discretion by providing official withdrawal notification 30 days prior to the date of withdrawal.

The transmittal letter from ETP (Exhibit A) summarizes the proposed changes to the interlocal agreement (Attachment A to resolution). The proposed agreement was developed by a committee of members from each of the King County Subarea groups to provide consistency between these bodies. It contains simplified and updated language from the prior agreement and has a two-year agreement period with an automatic two-year extension.

Once approval is received from each participating city, the agreement will be taken to King County Council for final approval.

Exhibit A: ETP Letter of Transmittal dated July 25, 2013  
Resolution  
Resolution Attachment A: Proposed ETP Agreement



July 25, 2013

The Honorable Joan McBride  
Mayor, City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033

Dear Mayor McBride:

Attached is the new Eastside Transportation Partnership Agreement, which was approved by the Partnership on July 12, 2013. This agreement, as well as the agreements for the South County Area Transportation Board (SCATBd) and the SeaShore Transportation Forum, was developed by a joint committee composed of the chairs and vice chairs of all three King County Transportation Boards. The changes are intended to streamline the agreements and the approval process, allow each board to tailor procedural items as needed, and reflect the reduced King County staffing levels in the adopted 2013-2014 King County budget. Highlights of the proposed changes include the following:

- Signatories to the agreement will no longer include agencies and organizations, or jurisdictions not in King County.
- Subsequent to adoption of the Agreement, each board will now adopt their own individual procedures that will identify agencies and organizations, and jurisdictions not in King County, as limited voting members or non-voting members.
- The language has been simplified and updated from the prior agreement.
- The agreement is for a two-year period with an automatic two-year extension.

As a member of ETP, we are sending this to you to request approval by your city council. Because the current agreement expires at the end of this year, we hope to obtain approval by all cities this summer so that final approval by the King County Council can occur this fall. We would appreciate your prompt action on this.

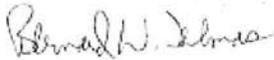
Following your city's approval, please transmit the signed agreement to Wes Edwards, King County Department of Transportation, 201 S. Jackson Street, Seattle, WA 98104, or provide an electronic signature via email to [wesley.edwards@kingcounty.gov](mailto:wesley.edwards@kingcounty.gov). The signed agreement will accompany the ordinance that will be submitted to the King County Council for approval. Upon completion of that process, you will receive a completed copy of the agreement for your records.

Eastside Transportation Partnership Agreement  
July 25, 2013  
Page 2 of 2

If you have questions, please contact Wes Edwards at 206-263-4710 or [wesley.edwards@kingcounty.gov](mailto:wesley.edwards@kingcounty.gov).

Thank you very much for your cooperation.

Sincerely,



Bernie Talmas  
Mayor, Woodinville  
ETP Chair



Joshua Schaer  
Councilmember, Issaquah  
ETP Vice-Chair



John Stilin  
Councilmember, Redmond  
ETP Vice-Chair

Attachment: Eastside Transportation Partnership Agreement

cc: Kirkland City Clerk  
ETP Members

RESOLUTION R-4993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND SUPPORTING THE CONTINUATION OF THE EASTSIDE TRANSPORTATION PARTNERSHIP AS THE EAST KING COUNTY FORUM FOR INFORMATION SHARING, CONSENSUS BUILDING AND COORDINATION TO PROVIDE ADVICE ON REGIONAL TRANSPORTATION ISSUES AND APPROVING CONTINUED PARTICIPATION IN THE EASTSIDE TRANSPORTATION PARTNERSHIP BY THE CITY OF KIRKLAND.

WHEREAS, the East King County subarea has been involved in multi-jurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

WHEREAS, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

WHEREAS, the Eastside Transportation Partnership (ETP) has been an effective forum for information sharing, consensus building and providing valuable input on transportation planning and implementation decisions; and

WHEREAS, the ETP recognizes the need to coordinate with its regional partners to address issues that cross subarea and county boundaries; and

WHEREAS, the City of Kirkland has participated as a member since 1987;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to execute on behalf of the City the 2013-2015 Agreement for the Eastside Transportation Partnership substantially similar to the Agreement attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

***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  
 King County  
 Small Cities  
     Town of Beaux Arts Village  
     City of Clyde Hill  
     Town of Hunts Point  
     City of Medina  
     Town of Yarrow Point  
 Snoqualmie Valley Cities  
     City of Carnation  
     City of Duvall  
     City of North Bend  
     City of Snoqualmie

Transmitted to parties for approval and signature on July 18, 2013.

THIS AGREEMENT is made and entered into by and among the CITY OF BELLEVUE, hereafter known as "Bellevue"; the CITY OF BOTHELL, hereafter known as "Bothell"; the CITY OF ISSAQUAH, hereafter known as "Issaquah"; the CITY OF KENMORE, hereafter known as "Kenmore"; the CITY OF KIRKLAND, hereafter known as "Kirkland"; THE CITY OF MERCER ISLAND, hereafter known as "Mercer Island"; the CITY OF NEWCASTLE, hereafter known as "Newcastle"; the CITY OF REDMOND, hereafter known as "Redmond"; the CITY OF RENTON, hereafter known as "Renton"; the CITY OF SAMMAMISH, hereafter known as "Sammamish"; the CITY OF WOODINVILLE, hereafter known as "Woodinville"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the TOWN OF BEAUX ARTS VILLAGE, hereafter known as "Beaux Arts"; the CITY OF CLYDE HILL, hereafter known as "Clyde Hill"; the TOWN OF HUNTS POINT, hereafter known as "Hunts Point"; the CITY OF MEDINA, hereafter known as "Medina"; the TOWN OF YARROW POINT, hereafter known as "Yarrow Point"; the CITY OF CARNATION, hereafter known as "Carnation"; the CITY OF DUVAL, hereafter known as "Duvall"; the CITY OF NORTH BEND, hereafter known as "North Bend"; the CITY OF SNOQUALMIE, hereafter known as "Snoqualmie"; as members of the Eastside Transportation Partnership;

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

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

WHEREAS, the Eastside Transportation Partnership has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the area East of Lake Washington in King County;

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

## **1.0 Purpose of this Agreement**

The purpose of this Agreement is to recognize the Eastside Transportation Partnership as the transportation board for the area East of Lake Washington in King County to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state, and federal transportation decisions.

## **2.0 Members and Voting**

Members shall have full voting rights, limited voting rights or shall be non-voting members, as follows:

2.1 Members with Full Voting Rights: Only jurisdictions which are signatories to this agreement shall have full voting rights on all of the following issues before the Eastside Transportation Partnership, unless otherwise noted, including:

1. Administrative issues, such additional members and use of dues.
2. Recommendations to Sound Transit on policies and capital and service plans and implementation.
3. Recommendations to King County on Metro Transit planning, development and implementation of products and services.
4. Identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board.
5. Recommendations to WSDOT on policies, programs and projects.
6. Recommendations to the PSRC on plans, policies, programs and projects such as Transportation 2040 updates and regional funding policies, strategies or programs.
7. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
8. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2 Members with Limited Voting Rights: The Eastside Transportation Partnership may add members with limited voting rights on the issues such as those listed below by unanimous vote of the parties to the agreement at a regular meeting.

1. Recommendations to WSDOT on policies, programs and projects.
2. Recommendations to the PSRC on plans, policies, programs and projects, such as Transportation 2040 updates and regional funding policies, strategies or programs.
3. Input to the State Legislature and committees and commissions established by the Legislature on transportation policy, budget and priorities and legislative proposals and studies.
4. Recommendations to the federal delegation on federal legislation including reauthorization and funding priorities and other transportation-related programs.

2.2.a Such members and voting rights, if any, shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

2.3 Non-Voting Members: The Eastside Transportation Partnership may add non-voting members by unanimous vote of the parties to the agreement at a regular meeting. The Eastside Transportation Partnership may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

2.3.a Such members shall be included in operating procedures to be adopted by the Eastside Transportation Partnership.

### 3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows

Full Voting Members	Number of Representatives
Bellevue	2
Issaquah	2
Kenmore	2
Kirkland	2
Mercer Island	2
Newcastle	2
Redmond	2
Renton	2
Sammamish	2
Woodinville	2
Small Cities Coalition Beaux Arts Clyde Hill Hunts Point Medina Yarrow Point	2 (shared)
Snoqualmie Valley Cities Carnation Duvall North Bend Snoqualmie	2 (shared)
King County	3

3.2 Elected officials shall be appointed to the Eastside Transportation Partnership by their cities and counties for a one-year term. King County representation shall be a maximum of two Councilmembers and the King County Executive.

3.3 Each city or county participating member may appoint an alternate for a one-year term. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

### 4.0 Operating Procedures

4.1 The Eastside Transportation Partnership shall adopt operating procedures to specify limited voting members and non-voting members, if any, dues for limited and non-voting members, if any, and operational issues such as election of officers, formation of subcommittees and rules of order. A chair(s) and vice-chair(s) shall be elected per the operating procedures and shall be responsible for setting meeting agendas, running meetings and any other activities identified in the operating procedures

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

## **5.0 Lead Agency**

5.1 King County will be the Lead Agency for receipt and disbursement of funds collected through annual dues, and general administrative and program support for the Eastside Transportation Partnership. King County assumes wage and benefit costs of its staff performing Lead Agency responsibilities to the extent that King County appropriates such funds. The Lead Agency shall, in its sole discretion, determine the level of staffing available based upon funding.

5.2 Lead Agency responsibilities may be limited to: maintaining Eastside Transportation Partnership membership rosters and distribution lists; arranging for Partnership meetings, including scheduling, agendas and rooms; collecting, administering and disbursing Partnership dues; providing Partnership meeting support to the chair(s) and vice chair(s); attending Partnership meetings; and preparing Partnership meeting summaries.

## **6.0 Financing and Cost Sharing Guidelines**

6.1 **Yearly Dues:** The Eastside Transportation Partnership members shall pay a minimum \$100 per full voting representative in annual dues to remain in good standing. The Lead Agency will bill annually at the end of each year, and dues are to be paid within ninety days after receipt of the invoice. Members not in good standing shall lose voting rights until the required dues are paid. Additional dues above \$100, and any dues required by limited or non-voting members, will be determined by the Eastside Transportation Partnership and included in the operating procedures. Revenue from dues shall be used for special events, public education, or other expenses authorized by the Eastside Transportation Partnership. The designated Lead Agency shall not be required to pay yearly dues.

6.2 **Annual Review of Financing:** The Eastside Transportation Partnership shall determine by June 30 of each year whether additional annual dues above \$100 per voting representative will be required of the Eastside Transportation Partnership member jurisdictions for the following year.

6.3 **Additional financial contributions:** If additional financial contributions beyond an increase in dues are determined to be necessary, costs shall be shared among all voting members, with an option for King County to recuse itself from further financial obligations. Recused members may not vote on determining the additional financial contribution or uses for the additional funds.

6.4 **Modification to Agreement Required:** If additional funds are determined to be necessary, a modification to this agreement specifying cost-sharing, purpose, scope of work, administration, collection and disbursement of funds and other details is required in order to obligate a member jurisdiction to funding participation.

## **7.0 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 the chair(s) of the Eastside Transportation Partnership 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 Eastside Transportation Partnership and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

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. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw from the Agreement.

## **8.0 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 December 31, 2015, unless terminated earlier in accordance with Section 9.0. This Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2016 and ending no later than December 31, 2017.

## **9.0 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 11.0.

## **10.0 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 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

## **11.0 Return of Funds**

At such time as this Agreement expires without being terminated or revised, or is terminated in accordance with Section 9.0, 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 total balance at the time of termination.

## **12.0 Filing**

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

## **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 negligent acts of the first party,

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

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.

13.4 The provisions of this section 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 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. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

Eastside Transportation Partnership Agreement: Authorized by ETP on July 12, 2013 for transmittal to members

City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____	City of Issaquah By: _____ Date: _____
City of Kenmore By: _____ Date: _____	City of Kirkland By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of Redmond By: _____ Date: _____	City of Renton By: _____ Date: _____
City of Sammamish By: _____ Date: _____	City of Woodinville By: _____ Date: _____	King County By: _____ Date: _____
Town of Beaux Arts Village By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	Town of Hunts Point By: _____ Date: _____
City of Medina By: _____ Date: _____	Town of Yarrow Point By: _____ Date: _____	City of Carnation By: _____ Date: _____
City of Duvall By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____