

14988

Attachment A

2004-302

AGREEMENT  
For the  
SEASHORE TRANSPORTATION FORUM

Parties to Agreement:

City of Bothell  
City of Kenmore  
City of Lake Forest Park  
City of Shoreline  
City of Woodinville  
City of Edmonds  
City of Mountlake Terrace  
King County  
Snohomish County  
City of Seattle

Puget Sound Regional Council  
Sound Transit  
Community Transit  
Transportation Improvement Board  
Washington State  
Department of Transportation

Transmitted to participating members on December 23, 2002.

THIS AGREEMENT is made and entered into by and among the CITY OF BOTHELL, hereafter called "Bothell"; the CITY OF KENMORE, hereafter called "Kenmore"; the CITY OF LAKE FOREST PARK, hereafter called "Lake Forest Park"; the CITY OF SHORELINE, hereafter called "Shoreline"; the CITY OF WOODINVILLE, hereafter called "Woodinville"; CITY OF EDMONDS, hereafter called "Edmonds"; CITY OF MOUNTLAKE TERRACE, hereafter called "Mountlake Terrace"; the CITY OF SEATTLE, hereafter called "Seattle"; 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"; and the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB."

WHEREAS, each of the jurisdictions in the north King County-south Snohomish County area has experienced significant population growth and economic development in the last decade, and projects continued growth and development in the future; and

WHEREAS, many of the transportation issues faced by the cities in north King County and south Snohomish County are similar to those faced by the City of Seattle; and

WHEREAS, King County and cities in other portions of urbanized King County have found that benefits can be achieved by multi-jurisdictional coordination, including a cooperative approach to the planning, financing, and construction of needed transportation improvements; and

WHEREAS, this coordination is facilitated by continuing forums for discussion and recommendations on common issues; and

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, originally adopted in 1993 and updated in 2002, 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, calls 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, King County, Seattle, Bothell, and Lake Forest Park formed a SeaShore Transportation Forum and began discussions about common transportation issues in 1995 to develop recommendations on transit service; and

WHEREAS, the new cities of Shoreline and Kenmore have been formed since that time, and have been participating in SeaShore discussions; and

WHEREAS, the cities of Woodinville, Edmonds and Mountlake Terrace have agreed to join as members of the Forum; and

WHEREAS, Community Transit and Snohomish County also have been involved in discussions of inter-county coordination and other common issues through SeaShore; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend modifications to Sound Move Plan implementation-related services and projects, and to participate in future phase (Phase II) high capacity transit plan development efforts; and

WHEREAS, the "North King County" subarea for Sound Transit consists of the cities of Seattle, Shoreline and Lake Forest Park; and

WHEREAS, the Cities of Seattle, Shoreline and Lake Forest Park, and King County are included in the "Seattle-North King County" subarea designated by the King County Metro Long Range Development Plan and Six Year Plan for transit planning and service allocation; and

WHEREAS, the boundaries of the "Seattle-North King County" subarea are not altered by changes to the membership of the Forum; and

WHEREAS, the SeaShore Transportation Forum is expected to continue to provide valuable input on numerous planning and implementation decisions

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 members of the SeaShore Transportation Forum (SeaShore) and provide for the continuation of SeaShore as the Seattle-north King-south Snohomish County forum for information sharing, advocacy, consensus building and coordinating to resolve transportation issues.

## **2.0 Role of SeaShore**

The SeaShore is the forum established by King County for the Seattle-North King County transportation subarea of King County at which elected officials may provide input into the following decisions, and such other transportation-related issues as the members determine:

- a) Development of the King County Metro Six-Year Transit Development Plan
- b) Implementation of transit service priorities
- c) Recommendations for TEA-21 regional project identification and countywide project selection
- d) Recommendations to Sound Move Plan implementation related services and projects, and development of future Phase II high capacity planning efforts

The SeaShore Transportation Forum also serves as a central forum for information sharing, consensus building, and coordinating to resolve transportation issues, and discuss priorities for implementing transportation projects and programs on a subregional basis for the north part of King County and the south part of Snohomish County.

The other two subareas have similar forums: the Eastside Transportation Partnership and the South County Area Transportation Board

## **3.0 Membership and Representation**

- 3.1 The members of SeaShore shall be the following counties and cities (hereinafter referred to as "jurisdiction(s)"): King County and Snohomish County, and the cities of Seattle, Shoreline, Lake Forest Park, Kenmore, Woodinville, Edmonds, Mountlake Terrace and Bothell; the following transportation agencies (hereinafter referred to as "agency(ies)"): the Washington State Department of Transportation (WSDOT), Puget Sound Regional Council (PSRC), Sound Transit, Transportation Improvement Board (TIB), and Community Transit. Membership may be extended to others at a later date as SeaShore may later determine.

- 3.2 Each member city and county ("jurisdiction") shall be entitled to two positions on the SeaShore Transportation Forum. Each agency/organization shall be entitled to one position on the SeaShore Transportation Forum. Each jurisdiction should appoint two representatives, and each agency/organization should appoint one representative, each for one-year terms. Alternates may also be designated. For the jurisdictions, the representative should be an elected official; the alternate may be an elected official or high-level staff member as best serves both the jurisdiction and the SeaShore.
- 3.3 Each elected representative or alternate shall have one vote. Representatives of agencies, such as WSDOT, Community Transit, Sound Transit, TIB and the PSRC, shall be non-voting representatives.
- 3.4 The "Seattle-North King County" subarea is recognized as one of three subareas in King County for Metro Transit and Sound Transit decisions allocating service or capital resources. The SeaShore Transportation Forum is established as the body responsible for making recommendations on these issues. For actions relating to these issues, only those jurisdictions in the "Seattle-North King County" subarea shall vote.
- 4.0 Conduct**
- 4.1 SeaShore shall operate by majority vote of those present at the meeting at which action is taken. Dissenting opinions may also be provided to the appropriate decision-makers.
- 4.2 SeaShore will be responsible for overall program direction, approving staff recommendations, and on-going communication with the governing body of each member jurisdiction.
- 4.3 SeaShore may establish its own bylaws and rules of procedure 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.
- 4.4 A Chair or two Co-Chairs shall be chosen by Seashore to serve a term of one-year from January 1 through December 31. The Co-Chairs shall conduct the SeaShore activities and are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence and speaking on behalf of SeaShore.

## **5.0 Committees**

The SeaShore may establish such committees as are necessary to carry out its purpose, including but not limited to a Technical Advisory Committee (TAC). A TAC of jurisdiction and agency staff may be formed on an on going or an ad hoc basis, as determined by SeaShore, to advise SeaShore of emergent transportation issues and provide recommendations for action.

## **6.0 Lead Agency**

King County shall provide general administrative and program support for the SeaShore and will be the Lead Agency for the purposes of coordination and receipt of any funds or contract administration. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

## **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 SeaShore.

## **8.0 Work Program**

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

## **9.0 Financing and Cost Sharing Guidelines:**

**9.1 SeaShore Yearly Dues** -- Beginning in 2004, 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 SeaShore Forum.

**9.2** The following guidelines shall generally apply:

- (1) **Annual Review of Financing:** The Forum shall determine by June 30 of each year whether an additional financial contribution will be requested of the Board jurisdictions and agencies.
- (2) **Member Jurisdictions:** Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Forum. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.

(3) Non-voting Member Agencies/Organizations: The member agencies shall not be expected to make a direct funding contribution. However, subject to the availability of member funding, in-kind contributions may be necessary as determined by an action of SeaShore.

(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 a change in 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 dues or other payments to support SeaShore activities and 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 December 31, 2005, unless terminated earlier or extended in accordance with Section 18.0.

#### **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 14.0.

## **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 12.0: 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 12.0, 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.

## **16.0 Filing**

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

## **17.0 Legal Relations**

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

17.2 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.

17.3 Each party shall defend, indemnify, and hold harmless the other parties and all of their 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 indemnifying party, its contractor, and/or employees, agents, and representatives in performing the indemnifying 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 any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

17.4 The provisions of this Section 17 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.

## 18.0 Entirety and Modifications

18.1 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.

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

## 19.0 Counterparts

The signature page of this Agreement may be executed in any number of counterparts, each of whom 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 BOTHELL  By _____ Date _____	KING COUNTY  By _____ Date _____	COMMUNITY TRANSIT  By _____ Date _____
CITY OF KENMORE  By _____ Date _____	SNOHOMISH COUNTY  By _____ Date _____	CITY OF SEATTLE  By _____ Date _____
CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL  By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
CITY OF SHORELINE  By _____ Date _____	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
CITY OF WOODINVILLE  By _____ Date _____	CITY OF MOUNTLAKE TERRACE  By _____ Date _____	CITY OF EDMONDS  By _____ Date _____



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CITY OF LAKE FOREST PARK By _____ Date _____	PUGET SOUND REGIONAL COUNCIL By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION By _____ Date _____
CITY OF SHORELINE By _____ Date _____	SOUND TRANSIT By <i>John M. Earl</i> Date <i>1-6-03</i>	TRANSPORTATION IMPROVEMENT BOARD By _____ Date _____
CITY OF WOODINVILLE By _____ Date _____	CITY OF MOUNTLAKE TERRACE By _____ Date _____	CITY OF EDMONDS By _____ Date _____

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CITY OF LAKE FOREST PARK By _____ Date _____	PUGET SOUND REGIONAL COUNCIL By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION By _____ Date _____
CITY OF SHORELINE By _____ Date _____	SOUND TRANSIT By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD By <i>Stuart</i> Date 12/30/2002
CITY OF WOODINVILLE By _____ Date _____	CITY OF MOUNTLAKE TERRACE By _____ Date _____	CITY OF EDMONDS By _____ Date _____

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CITY OF KENMORE  By _____ Date _____	SNOHOMISH COUNTY  By _____ Date _____	CITY OF SEATTLE  By _____ Date _____
CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL.  By <i>Mary McCann</i> Date <i>12/27/02</i>	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
CITY OF SHORELINE  By _____ Date _____	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
CITY OF WOODINVILLE  By _____ Date _____	CITY OF MOUNTLAKE TERRACE  By _____ Date _____	CITY OF EDMONDS  By _____ Date _____

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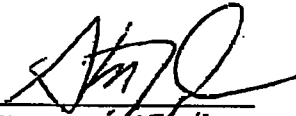
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CITY OF BOTHELL  By _____ Date _____	KING COUNTY  By _____ Date _____	COMMUNITY TRANSIT  BY _____ Date _____
CITY OF KENMORE  By  Date 11/3/03	SNOHOMISH COUNTY  By _____ Date _____	CITY OF SEATTLE  By _____ Date _____
CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL  By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
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<p>CITY OF KENMORE</p> <p>By _____ Date _____</p>	<p>SNOHOMISH COUNTY</p> <p>By _____ Date _____</p>	<p>CITY OF SEATTLE</p> <p>By _____ Date _____</p>
<p>CITY OF LAKE FOREST PARK</p> <p>By _____ Date _____</p>	<p>PUGET SOUND REGIONAL COUNCIL</p> <p>By _____ Date _____</p>	<p>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</p> <p>By _____ Date _____</p>
<p>CITY OF SHORELINE</p> <p>By _____ Date _____</p>	<p>SOUND TRANSIT</p> <p>By _____ Date _____</p>	<p>TRANSPORTATION IMPROVEMENT BOARD</p> <p>By _____ Date _____</p>
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CITY OF LAKE FOREST PARK  By <u>Dave R. Hatch</u> Date <u>1/15/03</u>	PUGET SOUND REGIONAL COUNCIL  By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
CITY OF SHORELINE  By _____ Date _____	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
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CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL  By <u>Mary McCombes</u> Date <u>2/11/03</u>	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
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<p>CITY OF WOODINVILLE</p> <p>By _____ Date _____</p>	<p>CITY OF MOUNTLAKE TERRACE</p> <p>By _____ Date _____</p>	<p>CITY OF EDMONDS</p> <p>By <i>[Signature]</i> Date 2-2-02</p>



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CITY OF SHORELINE  By <i>[Signature]</i> Date <u>2-13-03</u>	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
CITY OF WOODINVILLE  By _____ Date _____	CITY OF MOUNT LAKE TERRACE  By _____ Date _____	CITY OF EDMONDS  By _____ Date _____

Approved as to form:

*[Signature]*  
Shoreline City Attorney

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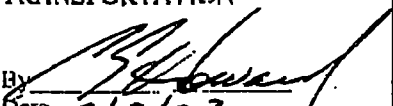
CITY OF BOTHELL  By <u>[Signature]</u> Date <u>2/14/04</u>	KING COUNTY  By _____ Date _____	COMMUNITY TRANSIT  BY _____ Date _____
CITY OF KENMORE  By _____ Date _____	SNOHOMISH COUNTY  By _____ Date _____	CITY OF SEATTLE  By _____ Date _____
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CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL  By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By  Date 3/3/03
CITY OF SHORELINE  By _____ Date _____	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
CITY OF WOODINVILLE  By _____ Date _____	CITY OF MOUNTLAKE TERRACE  By _____ Date _____	CITY OF EDMONDS  By _____ Date _____

# 14988

18.1 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.

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

### 19.0 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 BOTHELL  By _____ Date _____	KING COUNTY  By _____ Date _____	COMMUNITY TRANSIT  By _____ Date _____
CITY OF KENMORE  By _____ Date _____	SNOHOMISH COUNTY  By _____ Date _____	CITY OF SEATTLE  By _____ Date _____
CITY OF LAKE FOREST PARK  By _____ Date _____	PUGET SOUND REGIONAL COUNCIL  By _____ Date _____	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  By _____ Date _____
CITY OF SHORELINE  By _____ Date _____	SOUND TRANSIT  By _____ Date _____	TRANSPORTATION IMPROVEMENT BOARD  By _____ Date _____
CITY OF WOODINVILLE  By <u><i>Donald Rose</i></u> Date <u>2-11-03</u>	CITY OF MOUNTLAKE TERRACE  By _____ Date _____	CITY OF EDMONDS  By _____ Date _____