

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

July 6, 2010

Ordinance 16871

	Proposed No. 2010-0343.1	Sponsors Ferguson and Phillips
1	AN ORDINANCE relat	ing to the SeaShore Transportation
2	Forum authorizing the e	xecutive to enter into an agreement
3	for its continuation and	committing to King County staff
4	support through 2012.	
5	STATEMENT OF FACTS:	
6	1. King County and the cities in	n King County have a long history of
.7	multijurisdictional transportatio	n planning and have found that benefits
8	can be achieved by multijurisdi	ctional coordination, including a
9	cooperative approach to planning	g, financing, and construction of needed
10	transportation improvements.	
11	2. The King County Public Tra	nsportation Long Range Policy
12	Framework, adopted in 1993, d	ivided Metro transit service into three
13	geographic subareas for the pur	pose of allocating new transit service
14	subsidy, and the Six-Year Trans	it Development Plan, adopted in 2002,
15	calls for the three subarea transp	portation boards, the Eastside
16	Transportation Partnership, the	South County Area Transportation Board
17	and the SeaShore Transportation	n Forum, to review, to refine and to
18	recommend service priorities to	the King County executive.

19	3. The SeaShore Transportation Forum has functioned in this role for the
20	past fifteen years, providing input on various transportation projects and
21	policies.
22	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
23	SECTION 1. King County approves the agreement in substantially the form
24	attached to this ordinance, for the SeaShore Transportation Forum. The agreement:
25	A. Commits to continued staff support for its continuation through 2012.
26	B. Confirms its responsibilities for King County, including providing policy
27	direction for the subarea on the following issues:
28	1. Development of the Six-Year Transit Development Plan;
29	2. Implementation of transit service priorities; and
30	3. Additional transportation recommendations called for by the board.
31	C. Acknowledges that Sound Transit considers the SeaShore Transportation
32	Forum and other subarea transportation boards as information sharing forums for Sound
33	Transit and specifically requires consideration of subarea board approval of changes to
34	the Sound Move Plan as one of six criteria in making a determination about changes.
35	D. Acknowledges that other transportation agencies may use their boards as tools
36	for sharing information and gathering input.
37	E. Allows for the consideration of additional transportation issues as determined
38	by SeaShore Transportation Forum; and

F. Authorizes the executive to enter into this agreement to further the purpose of 39 40 this board. 41 Ordinance 16871 was introduced on 6/14/2010 and passed by the Metropolitan King County Council on 7/6/2010, by the following vote: Yes: 9 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn No: 0 Excused: 0 KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Almet Massin-

Anne Noris, Clerk of the Council

APPROVED this 7th day of July , 2010.

Dow Constantine, County Executive

Attachments: A. SeaShore Transportation Forum--2009-2012 Agreement

SeaShore Transportation Forum 2009-2012 Agreement

2010-0343 ATTACHMENT A 16871

Parties to Agreement

City of Lake Forest Park

King County City of Seattle

City of Shoreline City of Bothell

City of Edmonds City of Kenmore

City of Mountlake Terrace

City of Woodinville Snohomish County Community Transit

Sound Transit Port of Seattle

Puget Sound Regional Council

Transportation Improvement Board

Washington State Department of Transportation Washington State Transportation Commission

Transmittal date to participating members for approval on October 23, 2009.

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 SEATTLE, hereafter called "Seattle"; the CITY OF SHORELINE, hereafter called "Shoreline"; the CITY OF WOODINVILLE, hereafter called "Woodinville"; the CITY OF MOUNTLAKE TERRACE, hereafter called "Mountlake Terrace"; the CITY OF EDMONDS, hereafter called "Edmonds;" 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"; and the PORT OF SEATTLE."

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; 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 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 SeaShore Transportation Forum has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the West King subarea;

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 SeaShore Transportation Forum as the West 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 SeaShore Transportation Forum is the forum established for the West 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 SeaShore Transportation Forum 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 the SeaShore Transportation Forum and their voting rights shall be as follows:

Voting Members	Number of Reps.	Voting Rights				
Core Members (jurisdictions within the subarea boundary)		Sound Transit 1	Metro Transit 2	Regional Competition 3	Other 4	Other Project Planning or Resource Allocation5
Lake Forest Park	2	Yes	Yes	Yes	Yes	Yes
Shoreline	2	Yes	Yes	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes	Yes
Seattle	2	Yes	Yes	Yes	Yes	Yes
Non-Core Members (jurisdictions outside the subarea boundary)						
Bothell	2.	No	No	No	Yes	No
Kenmore	2	No	No	No	Yes	No
Woodinville	2	No	No	No	Yes	No
Edmonds	. 2	No	No	No	Yes	No
·Mountlake Terrace	2	No	No	No	Yes	No
Snohomish County	1	No	No	No	Yes	No

- 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 the process approved by the King County caucus of the Transportation Policy Board
- 4. Other recommendations that do <u>not</u> relate to the planning or implementation of transportation projects or allocation of funding resources, including:
 - Recommendations to the PSRC on policies and programs that do not relate to the planning or implementation of specific transportation projects or allocation of funding (such as Transportation 2040 alternatives, studies, analysis, Draft EIS, draft plan and final plan; and regional funding policies strategies or programs that do not relate to the financing of specific projects).
 - Input to the State Legislature, committees and commissions established by the Legislature on recommendations and proposed legislation that do not relate to the planning or implementation of specific transportation projects or allocation of funding (such as proposed transportation legislation, provided that the legislation does not relate to the financing of specific projects; Joint Transportation Commission studies; and State Transportation Commission policies).
 - Recommendations to WSDOT on policies and programs that do not relate to the planning or implementation of specific transportation projects or allocation of funding (such as WSDOT long range transportation plans and policies; Active Traffic Management and other operational programs and policies).
 - Recommendations to the federal delegation on federal legislation that does not relate to the planning or implementation of specific transportation projects or allocation of funding (such as federal legislation including reauthorization, provided that the legislation does not relate to the financing of specific projects).
- 5. Other recommendations that <u>do</u> relate to the planning and implementation of transportation projects or the allocation of funding resources, including:
 - Recommendations to the PSRC on policies and programs that do relate to the planning or implementation of specific transportation projects or allocation of funding (such as Transportation 2040 project priorities and funding; regional competitive process funding criteria; projects for the regional competition).
 - Input to the State Legislature, committees and commissions established by the Legislature on legislation that relates to the planning or implementation of specific transportation projects or allocation of funding (such as proposed transportation budget and actions to implement tolls).
 - Recommendations to WSDOT on policies and programs that relate to the planning or implementation of specific transportation projects or allocation of funding (such as WSDOT corridor project priorities and funding and project implementation).
 - Recommendations to the federal delegation on federal legislation that relates to the planning or implementation of specific transportation projects or allocation of funding (such as federal earmarks for specific projects).

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

Non-Voting Member	Number of Representat
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1

3.3 With a simple majority of voting members as shown in Section 3.1 on each specific issue, the SeaShore Transportation Forum can adopt resolutions, authorize correspondence, request information, or provide other advisory input to member jurisdictions or regional and state activities.

4.0 Representation and Conduct

- 4.1 The representation on the SeaShore Transportation Forum 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; a West King subarea board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.
- 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 SeaShore Transportation Forum will be responsible for overall program direction, approving recommendations and providing direction for advisory input on transportation decisions.
- 4.5 The SeaShore Transportation Forum 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 SeaShore Transportation Forum may establish subcommittees as it determines appropriate. A subcommittee of the Non-Core members shall be established to address issues of specific concern to those members. The subcommittee may provide information to the Forum and make recommendations. Voting and action on subcommittee recommendations shall follow the guidelines in Section 3.1.
- 4.7 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 the SeaShore Transportation Forum shall be representatives of a core member jurisdiction. The chair and vice chair shall be elected by a majority of the core member jurisdictions.
- 5.2 The chair and vice chair shall be nominated by a nominating committee which shall be established in November of each year. Nominations for chair and vice chair shall be made 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 SeaShore Transportation Forum 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 SeaShore Transportation Forum.

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). Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SeaShore Transportation Forum.
- 6.2 The TAC shall provide technical assistance as requested by the SeaShore Transportation Forum and shall advise the SeaShore Transportation Forum and their respective members on emergent transportation issues. The TAC shall also be responsible for overall program development including drafting of the work program. The TAC shall also review studies, 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 SeaShore Transportation Forum. The TAC's recommendations shall be determined 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 SeaShore Transportation Forum 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. 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 SeaShore Transportation Forum. 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 special projects as directed by the SeaShore Transportation Forum.

8.0 Annual Work Program

The SeaShore Transportation Forum 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 core 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. Non-core jurisdictions will not be required to pay annual dues. Revenue from dues shall be used for special events, including an annual joint meeting of the subarea transportation boards, public education, or other expenses authorized by the SeaShore Transportation Forum.
- 9.2 The following guidelines shall generally apply:
 - 1. Annual Review of Financing: The SeaShore Transportation Forum shall determine by June 30 of each year whether an additional financial contribution will be requested of the SeaShore Transportation Forum 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 SeaShore Transportation Forum. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
 - 3. Non-voting Members: These 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 in order 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 SeaShore Transportation Forum 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 all the tasks have been completed to the satisfaction of the SeaShore Transportation Forum 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 or 12.0. 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 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 11.0 or 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 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.

City of Bothell	City of Edmonds	City of Kenmore
By: M. Date: 3/5/2010	By: Date:	By: Date:
City of Lake Forest Park	City of Mountlake Terrace	City of Seattle
By: Date:	By: Date:	By: Date:
City of Shoreline	City of Woodinville	Community Transit
By: Date:	By: Date:	By: Date:
King County	Port of Seattle	Puget Sound Regional Council
By: Date:	By: Date:	By: Date:
Snohomish County	Sound Transit	Transportation Improvement Board
By: Date:	By: Date:	By: Date:
Washington State Department of Transportation	Washington State Transportation Commission	
By: Date:	By: Date:	

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Washington State Department of Transportation	Washington State Transportation Commission	
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City of Bothell	City of Edmonds	City of Kenmore
By:	By: Date:	By: 1000 2 Date: 3/10/2000
City of Lake Forest Park	City of Mountlake Terrace	City of Seattle
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City of Shoreline	City of Woodinville	Community Transit
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Washington State Department of Transportation	Washington State Transportation Commission	
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City of Bothell	City of Edmonds	City of Kenmore
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City of Lake Forest Park By: Date: 12.1.09	City of Mountlake Terrace By: Date:	City of Seattle By: Date:
City of Shoreline	City of Woodinville	Community Transit
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City of Shoreline By: Date:	City of Woodinville By: Date:	Community Transit By: Date:
King County By: Date:	Port of Seattle By: Date:	Puget Sound Regional Council By: Date:
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Washington State Department of Transportation By: Date:	Washington State Transportation Commission By: Date:	

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Approved as to 1 2/18/10

Deputy Prosecuting Attorney

City of Bothell	City of Edmonds	City of Kenmore
By: Date:	By: Date:	By: Date:
City of Lake Forest Park	City of Mountlake Terrace	City of Seattle
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By:	By:	By:
City of Lake Forest Park	City of Mountlake Terrace	City of Seattle
By: Date:	By: Date:	By: Date:
City of Shoreline	City of Woodinville	Community Transit
By: Date:	By: Date:	By: Date:
King County	Port of Seattle	Puget Sound Regional Council
By:	By: Date:	By: Date:
Snohomish County	Sound Transit	Transportation Improvement Board
By: Date:	By: Date:	By: Date:
Washington State Department of Transportation By Date: 12/16/09	Washington State Transportation Commission By: Date:	

City of Bothell	City of Edmonds	City of Kenmore
By:	By: Date:	By: Date:
City of Lake Forest Park	City of Mountlake Terrace	City of Seattle
By: Date:	By: Date:	By:
City of Shoreline	City of Woodinville	Community Transit
By: Date:	By: Date:	By:
King County	Port of Seattle	Puget Sound Regional Council
By: Date:	By: Date:	By: Date:
Snohomish County	Sound Transit	Transportation Improvement Board
By: Date:	By: Date:	By:
Washington State Department of Transportation By: Date:	Washington State Transportation Commission By Date: 12012	7