

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE: SeaShore Transportation Forum Agreement**  
**DEPARTMENT: Communications & Intergovernmental Relations**  
**PRESENTED BY: Joyce Nichols, C/IR Director**

**PROBLEM/ISSUE STATEMENT:**

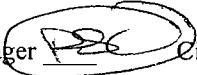
At the December 13, 2006 meeting of the SeaShore Forum, a majority voted to approve the revised SeaShore Agreement and asked staff to send the revised agreement to the member jurisdictions and agencies for approval and signature. The revised agreement and minutes of the December 13 forum meeting are included under Attachment A.

The forum operates under an interlocal agreement approved by the governing body of each of its members. The existing agreement was signed in 2003 (Attachment B). The expiration date of the agreement was December 31, 2005. SeaShore participants agreed to extend the agreement to allow discussion about how to resolve the issue about which members are eligible to vote on sub-area funding issues.

Changes in the agreement for your consideration tonight center on the voting structure. Revisions approved by the Forum at the December meeting were opposed by Shoreline Mayor Bob Ransom, Seattle City Councilmember Sally Clark and the King County Executive's alternate, Doug Hodson. These revisions present potential problems for the City of Shoreline. The voting structure allows jurisdictions outside the four core members of the "Seattle-North King County" sub-area to vote on funding recommendations to other agencies, including federal highway SAFETEA-LU funds administered through the Puget Sound Regional Council (PSRC) and projects on the Regional Transportation Investment District (RTID) project list. Because the membership of the forum includes jurisdictions outside the four core jurisdictions—King County, cities of Seattle, Shoreline and Lake Forest Park—there is the potential that the core member jurisdictions can be outvoted on these funding recommendations. Competition for these dollars is strong and votes taken in this forum are important to Shoreline. Signing the revised agreement increases the likelihood that we will be outvoted which would negatively impact our ability to secure funds for the City's priority transportation projects. The issue is of even greater importance to Shoreline with last week's announcement that the Aurora Corridor Project is on the RTID list to receive \$40 million to complete the BAT lanes on the next two miles of Aurora. The projects on this list will likely be sent to voters in November.

**RECOMMENDATION**

Staff recommends Council reject the revised SeaShore Agreement.

Approved By: City Manager  City Attorney \_\_\_\_

## **BACKGROUND**

The SeaShore Transportation Forum was formed in response to the King County Metro Transit Long Range Policy Framework, adopted in 1993, that divided Metro service into three geographic sub-areas **within King County** for the purpose of allocating new transit service subsidy. The "Seattle-North King County" sub-area created for this purpose included only King County and the cities of Seattle, Shoreline and Lake Forest Park. Sound Transit created a similar sub-area and adopted a sub-area equity policy as part of Sound Move.

King County also formed two other transportation forums, the Eastside Transportation Partnership (ETP) representing jurisdictions on the east side and north end of Lake Washington, and the South County Area Transportation Board (SCATBd) representing cities in south King County. It is important to note that only SeaShore allows members to vote in more than one sub-area.

The SeaShore Transportation Forum began regular meetings in about 1995 with participation by King County, the cities of Seattle, Lake Forest Park, Shoreline, Bothell, the Kenmore Governance Committee (which later became the City of Kenmore), and Snohomish County. The primary focus was to develop recommendations for the sub-area for the first Six Year Plan for Metro. Recommendations were developed by consensus and the forum provided input for the first Six Year Plan. In addition, the forum endorsed the Regional Transit Authority's Final Plan, "Sound Move," and provided joint recommendations to then-King County Executive Gary Locke concerning 1997 and 1998 transit service priorities.

By 2001, participation in the forum waned and only a few elected officials regularly attended meetings. As a result, invitations to participate in the forum were extended to other cities in east King County and south Snohomish County to help address cross-county issues. Woodinville, Mountlake Terrace and Edmonds responded and became members of the forum. Recommendations from the group continued to be made by consensus.

As the forum became more established, more formal procedures were approved for making recommendations and each participating jurisdiction was given two votes. In the process of approving a new interlocal agreement in 2002, the forum agreed that only the jurisdictions within the boundaries of the sub-area would be permitted to vote on recommendations involving the allocation of financial resources for Metro Transit service and Sound Transit plans. The reasoning behind this was the fact that Bothell, Kenmore and Woodinville are members of the (ETP) as well as SeaShore, and they were voting in both sub-areas. In addition, Snohomish County and the cities of Edmonds, and Mountlake Terrace are members of SeaShore with voting rights in that body. These jurisdictions also have a voice in Snohomish County decision-making, although there is no specific sub-area in which they are members.

This voting structure was acceptable to all members until approximately 2003, when the King County members of the Regional Transportation Investment District (RTID) decided to rely on sub-areas for recommendations allocating RTID funds within King County. The RTID legislation, as amended, specified that revenues raised within a county needed to be spent within that county, but did not require that RTID resources be allocated equitably among the sub-areas within King County. However, in developing draft regional transportation packages in 2003 and 2004, the King County members of the RTID Executive Board agreed that roughly one-third of King County RTID revenues should be allocated to each sub-area. This created a situation in the Seashore sub-area where jurisdictions outside the sub-area could have more influence on resource recommendations affecting the sub-area than those jurisdictions within the sub-area boundaries.

Elected officials from Seattle and King County expressed concerns about the SeaShore voting structure. Subsequently, other representatives from jurisdictions within the sub-area recognized the legitimacy of this concern. The issue came to a head earlier this year and illustrated the problem with the voting structure as the transportation forums were making recommendations for regional projects funded through the PSRC process. Seashore was asked to recommend projects sponsored by Bothell and Kenmore (who are also voting members of ETP) as one of SeaShore's two applications in the PSRC funding round.

SeaShore has been discussing a new agreement since mid-2005 with no consensus developed to date. Many drafts have been circulated, but none has received unanimous support from the forum. Seattle Mayor Greg Nickels and King County Executive Ron Sims have said the proposed revisions are not acceptable.

The dilemma is that participation by the wider group of jurisdictions is desirable as a means of providing input and sharing information about transportation and transit projects. However, if the whole forum membership is allowed to vote on all issues, including the funding recommendations, the four core jurisdictions can potentially be outvoted on these very important funding issues.

Jurisdictions outside the core group of the Seattle-North King Sub-area have said they likely would not attend SeaShore meetings if their participation is diluted by additional restrictions on voting. Seattle, on the other hand, has said it will not participate in the forum until the voting issues are resolved so that only the core four jurisdictions are allowed to vote on funding recommendations for Metro Transit service, Sound Transit, RTID and PSRC project recommendations. The importance of this issue to Shoreline was heightened last week with the announcement that the RTID project list now includes \$40 million in funding for Shoreline's Aurora Corridor Project to complete the BAT lanes.

### **RECOMMENDATION**

Staff recommends Council reject the revised SeaShore Agreement.

**ATTACHMENTS:**

- **Attachment A — Revised SeaShore Agreement**
- **Attachment B – 2003 SeaShore Agreement.**
- **Attachment C- Voting Comparison Charts**

**SEASHORE TRANSPORTATION FORUM**  
Meeting Minutes  
December 13, 2006

**Members**

Councilmember Patrick Ewing, City of Bothell (Co-Chair)  
Councilmember Ed Sterner, City of Lake Forest Park (Co-Chair)  
Councilmember Joshua Freed, City of Bothell  
Councilmember Richard Marin, City of Edmonds, Sound Transit  
Councilmember Peggy Pritchard Olson, City of Edmonds  
Councilmember David Baker, City of Kenmore  
Mayor Randy Eastwood, City of Kenmore  
Councilmember Bob Ferguson, King County  
Doug Hodson (Alternate for Executive Ron Sims)  
Councilmember Angela Amundson, City of Mountlake Terrace  
Mayor Bob Ransom, City of Shoreline  
Councilmember Cindy Ryu, City of Shoreline  
Councilmember Keith McGlashan, City of Shoreline (Alternate)  
Chris Picard, WSDOT  
Karen Richter, PSRC

**I. Public Comment**

No public comment was provided.

**II. Summary of November 15, 2006 Meeting**

The summary of the November 15, 2006 meeting was approved.

**III. State Highway System Plan**

Chris Picard, WSDOT staff, reported on the State Highway System Plan, which will include an implementation plan that provides a general prioritization of improvements. Based on the five investment guideline categories in the Washington Transportation Plan, the Highway System Plan will reflect three tiers for prioritizing:

- Tier I: Preservation, Safety, Environmental and Operational Improvements
- Tier II: Minor Capacity and Higher Cost Operational Improvements
- Tier III: Major Capacity Adding Investments

Mr. Picard reported that this plan will be financially constrained, but does assume a significant additional revenue increase over the 20 year period of the plan (2007-2026).

He explained that at current law revenue levels, there will be only \$500 million to \$1 billion available for new starts in the Central Puget Sound region over the next 20 years. He used several examples of projects to illustrate the various tiers, including the Triangle project in South King County as a bottleneck to be addressed.

The plan also will include an unconstrained list, to allow projects included within it to qualify for grant funds. As part of the plan development, modeling was conducted to identify the ten most congested corridors in the region based on delay. They include the following: SR 167, SR 512, SR 18, SR 518, SR 520, SR 522, SR 9, SR 524, US 2 and SR 303. A final State Highway System Plan is expected to be complete in March.

Co-Chair Sterner asked if the recent spike in costs was reflected over the long term of the State Highway System Plan, or if it was modified over time. Mr. Picard responded that a slightly higher inflation estimate was used for near-term projects, but that is modified over the twenty year period.

#### **IV. SeaShore Agreement**

Co-Chair Sterner reviewed the information that had been provided to support the Forum's discussion of the SeaShore Agreement. He reminded members that a vote had been taken on an agreement in July, and that a majority of those at the meeting approved that language. However, representatives from King County and Seattle had not attended that July meeting. Co-Chair Sterner also reported that alternative language had been discussed on several other occasions. No members who had approved the July language indicated that their positions had changed since that time.

Councilmember Amundson reported that the Mountlake Terrace Council had officially approved the July language, and had submitted a letter formalizing that position. She asked that if a vote were taken at today's meeting, that Mountlake Terrace be awarded two votes, even though Councilmember Wittinger was not in attendance. Co-Chair Ewing indicated that it would be necessary to be present in order to vote. ✓

Councilmember Clark reminded members that she represented City Council on the Forum, but that Mayor Nickels and his executive staff did not participate. She indicated that both the Council and the Mayor believe that the Forum's regional voice is important, but she said that she could not take an action on language about voting that would dilute Seattle's position in the subarea. She added that more information about SAFETEA-LU and the Regional Transportation Investment District (RTID) was available now than had been when the earlier agreement was drafted, so it made sense to take these into account in a new agreement. ✓

Councilmember Ferguson indicated that it is unlikely that the King County Council would approve the July agreement language, and he did not believe that the Executive would support that language. He and Councilmember Clark indicated that they would still be willing to attend meetings of the group, but it would not necessarily be considered an "official" subarea, and King County staffing may not be provided. Mr. Hodson indicated that the Executive had not taken a firm position on staffing for the group. He suggested that it might be necessary for the group to take action and see how the implications developed from that. Councilmember Ferguson agreed that sometimes this is the only course of action left when negotiations cannot proceed. ✓

Co-Chair Ewing indicated that the July language attempted to address the concerns raised by Seattle and said that Seattle and King County should offer alternative language. Mr. Hodson reminded members that alternative language had been suggested at the September meeting, but the other Forum members did not approve it. Councilmember Clark noted that the Seattle Mayor's office would be unable to support the agreement unless it restricted voting on SAFETEA-LU and RTID, as well as Sound Transit and Metro, to the jurisdictions within the geographic subarea. Mr. Hodson added that the issue becomes more complicated with the upcoming decisions on the joint regional transportation package, since the RTID and Sound Transit measures are linked. ✓

Deputy Mayor Baker expressed surprise at the opposition to the July language and asked if any recommendations by the Forum had adversely affected Seattle, King County, Shoreline or Lake Forest Park. Mayor Ransom reminded members that this discussion had been continuing since August of 2005, when then-Co-Chairs Edmonds and Conlin suggested that the language in the agreement be revised to limit voting on "all resource allocation issues" to jurisdictions within the geographic subarea boundaries.

Co-Chair Sterner summarized that there appeared to be no change in the views previously expressed by the various Forum members. He suggested that the July language actually would put the jurisdictions in the subarea in a better position than the 2002 agreement language and asked Councilmember Clark to explain that to her colleagues. He also asked that the Co-Chairs be invited to speak to the issue when considered by the Seattle and King County Councils. Councilmember Ferguson agreed that this would be helpful, and indicated that he would vote that day to support the July language, but could not guarantee support at the Council level. He also noted that Mr. Hodson had been helpful in trying to craft alternative language. Councilmember Freed indicated that he found the amount of time spent in similar discussions over the past year to be unproductive. Councilmember Clark and called for the question.

**ACTION: The Forum approved the SeaShore Agreement, as attached, including the following language about voting:**

**3.4 The "Seattle-North King County" subarea is recognized as one of three subareas in King County Metro Transit and Sound**

**Transit policy 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.**

**3.5 All jurisdictions may vote on other issues, unless an agency requesting a SeaShore recommendation specifies that different voting boundaries or criteria shall be used, or a decision is otherwise specifically required by law or rule to be made by other boundary or criteria.**

**3.6 If a case arises where voting boundary or criteria is in question, all jurisdictions may vote. If the outcome is in question not unanimous, the detailed results shall be recorded by jurisdiction and forwarded to the agency requesting the recommendation for their information.**

Councilmember Clark commented that the lengthy discussion of voting issues over the past year provided a good opportunity to review the roles and responsibilities for the people they represent. The Co-Chairs asked staff to send the revised agreement to each member jurisdiction and agency for approval and signature.

## **V. Regional Transportation Package**

Councilmember Marin reported that the Sound Transit Board was making progress in developing guidance to staff for a plan for Sound Transit Phase 2 (ST2). Representatives from Snohomish County had met with representatives from Seattle and had a productive discussion about sharing costs and accelerating light rail to Northgate as well as working toward Lynnwood and Everett. A staff proposal is expected to be provided at the December 14 Board meeting. In response to questions, he indicated that subarea equity is being considered more on a corridor basis than on a strict subarea basis.

Co-Chair Sterner asked if consideration had been given to the unintended consequences of on future low density development from extending light rail lines. He indicated that such extensions may encourage development at some distance from the end of the rail line, which could result in more crowding on trains for those who live closer in. Matt Shelden responded that the intent is to focus the rail, and the resulting development, into the Urban Growth Area, consistent with the region's plan for growth. Councilmember Marin added that it will take some time for the public to learn to use transit, and that once rail is in place other transit services can be redeployed.



David Hopkins reported that the RTID had a tentative approach for resolving the different boundaries for ST and RTID in Snohomish County that would involve a single vote, rather than a vote on transit and a vote on roads. He explained that the “dual majority” approach that was used for the 1958 proposition that created King County Metro would involve a single ballot question, but the proposition would need to receive a majority of votes within both the ST district and the RTID district to become effective. Legislative changes would be needed to accomplish this, and considerable voter education will be required to ensure that the proposition is clear. In response to questions about whether this approach is likely to be supported by the public, Mr. Hopkins indicated that the legislature required a joint ballot, and polling conducted both by Sound Transit and by WSDOT suggested strong public support for a roads-transit package. Mayor Eastwood and Councilmember Sterner agreed that this joint approach on an integrated transportation package is likely to be supported.

Mr. Hopkins also distributed a legislative agenda for the RTID, which included, in addition to the joint ballot measure issue, items on accountability, the RTID budget, state backing of RTID bonds and protection of existing revenue sources. He indicated that updated cost estimates would be available in the next two weeks, and the RTID will approve a draft plan for public review by the end of January.

Doug Hodson distributed copies of maps showing the percentage of yes vote on the Transit Now proposal for Forum members’ information.

## **VI. Regional Transportation Commission**

Sally Marks reported on recent discussions of the Regional Transportation Commission, which issued its draft report in November. Comments from commissioners at a meeting last week suggest that they are responding to input from a variety of sources who have expressed concern about the Commission’s draft report language and its potential impact on the fall 2007 regional vote. Commissioners indicated that they do not intend to harm that process, and the final report is likely to reflect this. The report also will acknowledge the good work that has been accomplished within complicated and constrained funding sources. There does not appear to be any consensus on a model of governance to be recommended by the Commission. A final report is due by the end of the year.

Karen Richter reported that the Transportation Policy Board will be discussing this on December 14, and the Executive Board will consider this issue in January.

## **VII. 2007 Officers**

After a brief discussion, Forum members agreed to nominate 2007 officers from the floor at the next meeting.

Other attendees:

George Allen, Councilmember Ferguson's office	David Hopkins, WSDOT
Sally Marks, King County DOT	Kevin Garrett, City of Lynnwood
Seyed Safavian, City of Bothell	Joyce Nichols, City of Shoreline
Patrice Hardy, Sound Transit	Neil Jensen, City of Lake Forest Park
Don Sims, City of Edmonds	Matt Shelden, Sound Transit
Dan Burke, Port of Seattle	

Attachment: Revised SeaShore Agreement as approved on December 13.

AGREEMENT  
For the  
SEASHORE TRANSPORTATION FORUM

Parties to Agreement:

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

Approved by the SeaShore Transportation Forum on December 13, 2006  
Transmitted to participating members on \_\_\_\_\_.

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”; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called “TIB.”; and the PORT OF SEATTLE.

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 multijurisdictional 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 the Safe, Accountable, Flexible, Efficient Transportation Equity Act-Legacy for Users (SAFETEA-LU) regional project identification and Countywide project selection
- d) recommendations to Sound Transit on its services and projects
- e) coordination with the Eastside Transportation Partnership and the South County Area Transportation Board on countywide and regional transportation issues.

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), Community Transit and the Port of Seattle. 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 SeaShore. Each agency shall be entitled to one position on SeaShore. Each jurisdiction should appoint two representatives, and each agency should appoint one representative, each for one-year terms. Alternates may also be designated. For the jurisdictions, the representatives should be elected officials; the alternates may be elected officials or high-level staff members as best serves both the jurisdiction and SeaShore. For agencies, their representatives and alternates may be either elected officials or other high-level staff members as such agencies may deem appropriate.
- 3.3 Each jurisdiction's representatives, or their alternate in their absence, shall have one vote. Representatives of agencies shall be non-voting representatives.

- 3.4 The "Seattle-North King County" subarea is recognized as one of three subareas in King County Metro Transit and Sound Transit policy 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.
- 3.5 All jurisdictions may vote on other issues, unless an agency requesting a SeaShore recommendation specifies that different voting boundaries or criteria shall be used, or a decision is otherwise specifically required by law or rule to be made by other boundary or criteria.
- 3.6 If a case arises where voting boundary or criteria is in question, all jurisdictions may vote. If the outcome is not unanimous, the detailed results shall be recorded by jurisdiction and forwarded to the agency requesting the recommendation for their information.

#### **4.0 Conduct**

- 4.1 SeaShore shall endeavor to make decisions by consensus. If consensus cannot be reached, final decisions will be made by majority vote of the voting members 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 and agency.
- 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 Chair(s) 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. At least one Chair shall be a representative of a jurisdiction located in whole or in part in the Seattle-North-King-County Subarea.

#### **5.0 Committees**

The SeaShore may establish committees as are necessary to carry out its purpose. A Technical Advisory Committee (TAC) of jurisdiction and agency staff shall be formed to advise SeaShore of emergent transportation issues and provide recommendations for action. Each jurisdiction and agency may designate a representative (and an alternate) to the TAC. Other committees may be formed on an ongoing or ad hoc basis as determined by SeaShore from time to time.

#### **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** -- Each member jurisdiction will contribute \$500 annually 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 member 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, 2008, 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 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	KING COUNTY	COMMUNITY TRANSIT
By _____ Date _____	By _____ Date _____	BY _____ Date _____
CITY OF KENMORE	SNOHOMISH COUNTY	CITY OF SEATTLE
By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF LAKE FOREST PARK	PUGET SOUND REGIONAL COUNCIL	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF SHORELINE	SOUND TRANSIT	TRANSPORTATION IMPROVEMENT BOARD

SeaShore Transportation Forum  
Meeting Summary  
December 13, 2006  
Page 15

By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF WOODINVILLE	CITY OF MOUNTLAKE TERRACE	CITY OF EDMONDS
By _____ Date _____	By _____ Date _____	By _____ Date _____
<u>PORT OF SEATTLE</u>		
By _____ Date _____		

**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 Committee**

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

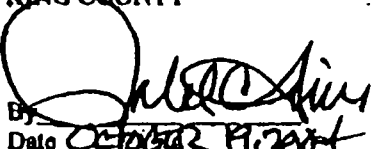
18.1 This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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 <u>OCTOBER 19, 2004</u>	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 _____

### **List of Parties Signing SeaShore Agreement\***

King County, October 19, 2004

City of Woodinville, February 11, 2003

WSDOT, March 3, 2003

City of Bothell, February 4, 2003

City of Shoreline, February 2, 2003

City of Edmonds, February 27, 2003

Puget Sound Regional Council, February 11, 2003

City of Lake Forest Park, January 15, 2003

Community Transit, January 21, 2003

City of Kenmore, January 13, 2003

Transportation Improvement Board, December 30, 2002

Sound Transit, January 6, 2003

City of Seattle, November 15, 2004

Snohomish County, February 14, 2003

\* Each signature is on a different page in the document signed by the participants. In order to save paper, this listing is provided. If you wish to see the individual signature pages, please advise staff.

## SEASHORE TRANSPORTATION FORUM      Attachment C

MEMBERS	NUMBERS OF REPRESENTATIVES	VOTING
City of Bothell	2	Yes
City of Kenmore	2	Yes
City of Lake Forest Park	2	Yes*
City of Shoreline	2	Yes*
City of Woodinville	2	Yes
City of Edmonds	2	Yes
City of Mountlake Terrace	2	Yes
King County	2	Yes*
Snohomish County	2	Yes
City of Seattle	2	Yes*
Puget Sound Regional Council	1	Yes
Sound Transit	1	Yes
Community Transit	1	Yes
Transportation Improvement Board	1	Yes
WA State Department of Transportation	1	Yes
Port of Seattle	1	Yes

### **Voting:**

3.4 The “Seattle-North King County” subarea is recognized as one of the three subareas in King County Metro Transit and Sound Transit policy 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. \*

### *New Section*

3.5 All jurisdictions may vote on other issues, unless an agency requesting a SeaShore recommendation specifies that different voting boundaries or criteria shall be used, or a decision is otherwise specifically required by law or rule to be made by other boundary or criteria.

### *New Section*

3.6 If a case arises where voting boundary or criteria is in question, all jurisdictions may vote. If the outcome is not unanimous, the detailed results shall be recorded by jurisdiction and forwarded to the agency requesting the recommendation for their information.

## **SOUTH COUNTY AREA TRANSPORTATION BOARD**

### **3.0 Voting and Non-Voting Members**

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

<b>MEMBERS</b>	<b>NUMBER OF REPRESENTATIVES</b>	<b>VOTING</b>
Algona	1	Yes
Auburn	1	Yes
Black Diamond	1	Yes
Burien	1	Yes
Covington	1	Yes
Des Moines	1	Yes
Enumclaw	1	Yes
Federal Way	1	Yes
King County	2	Yes
Kent	1	Yes
Maple Valley	1	Yes
Milton	1	Yes
Muckleshoot Tribe	1	Yes
Normandy Park	1	Yes
Pacific	1	Yes
Renton	1	Yes*
SeaTac	1	Yes
Tukwila	1	Yes
Port of Seattle	1	No
Puget Sound Regional Council	1	No
Sound Transit	1	No
Pierce Transit	1	No
Transportation Improvement Board	1	No
Washington State Department of Transportation	1	No

3.2 The "South King County" subarea is recognized as one of three subareas in King County providing input for Metro Transit and Sound Transit decisions allocating service or capital resources. The South County Area Transportation Board is established as the body responsible for making recommendations on these issues. The City of Renton is located in the East King subarea for Sound Transit decisions. For actions relating to Sound Transit issues, only those jurisdictions in the "South King County" subarea shall vote.

3.3 Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition SCATBd for membership. The number of SCATBd representatives and the status of new members shall be determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

3.4 Private sector groups that represent the South County may be added as nonvoting members in SCATBd as determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

### **3.0 Voting and Non-voting Members**

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

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

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

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

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

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

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