

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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

PROBLEM/ISSUE STATEMENT:

The City Shoreline is a member of the SeaShore Transportation Forum. Shoreline is represented on the forum by Mayor Bob Ransom and Councilmember Cindy Ryu. Councilmember Keith McGlashan serves as an alternate. The forum operates under an interlocal agreement approved by the governing body of each of its members. The existing agreement was transmitted to participating members December 23, 2002 and signed by the City of Shoreline on February 13, 2003. (The agreement is included as Attachment A.) The expiration date for that agreement was December 31, 2005. SeaShore participants agreed to extend the agreement to allow more discussion on resolving issues about which members are eligible to vote on sub-area funding issues. In April of this year, Shoreline City Council approved an extension of the agreement through 2006 (if necessary) to allow those issues to be resolved.

The voting structure is still unresolved and continues to be a topic of discussion at the forum. Changes to the agreement were approved by a majority of the participants at the July meeting. (Included as Attachment B.) These revisions create the potential for the core members of the forum (King County and the cities of Seattle, Shoreline and Lake Forest Park) to be outvoted on matters related to recommendations on project funding through the Puget Sound Regional Council and the Regional Transportation Investment District (RTID). The issue is on the agenda for the forum's September 20 meeting.

FINANCIAL IMPACT:

Because the SeaShore Transportation Forum is the venue for funding recommendations to other agencies, votes taken in this forum are important to Shoreline. Being in a position where the core group of members can be outvoted on PSRC and RTID matters could negatively impact our progress to secure funds for the City's priority transportation and transit projects.

RECOMMENDATION

Staff recommends Council direct staff to negotiate changes to the SeaShore agreement that provide for only the four core jurisdictions (King County and the cities of Seattle, Shoreline and Lake Forest Park to vote on resource issues for PSRC and RTID.

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 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 (SKATBd) 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 provided comments. (Included in Attachment C.) King County is expected to provide alternate language on the voting issue at the September 20 SeaShore Forum meeting.

The dilemma is that participation by the wider group of jurisdictions is desirable as a means of getting 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 issue for Shoreline is to determine if it should continue to pursue changes in the agreement that would restrict votes to the core group of jurisdictions on RTID and PSRC funding issues.

RECOMMENDATION

Staff recommends Council direct staff to negotiate changes to the SeaShore agreement that provide for only the four core jurisdictions (King County and the cities of Seattle, Shoreline and Lake Forest Park to vote on resource issues for PSRC and RTID.

ATTACHMENTS:

- **Attachment A — 2002 Seashore Agreement**
- **Attachment B – Changes approved at July 2006 Forum meeting**
- **Attachment C – letters from Seattle Mayor Greg Nickels and King County Executive Ron Sims.**

**AGREEMENT
For the
SEASHORE TRANSPORTATION FORUM**

Parties to Agreement:

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

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

Transmitted to participating members on December 23, 2002.

THIS AGREEMENT is made and entered into by and among the CITY OF BOTHELL, hereafter called "Bothell"; the CITY OF KENMORE, hereafter called "Kenmore"; the CITY OF LAKE FOREST PARK, hereafter called "Lake Forest Park"; the CITY OF SHORELINE, hereafter called "Shoreline"; the CITY OF WOODINVILLE, hereafter called "Woodinville"; CITY OF EDMONDS, hereafter called "Edmonds"; CITY OF MOUNTLAKE TERRACE, hereafter called "Mountlake Terrace"; the CITY OF SEATTLE, hereafter called "Seattle"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; SNOHOMISH COUNTY, a legal subdivision of the State of Washington, hereafter called "Snohomish County"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA, hereafter called "Community Transit"; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT"; and the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB."

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

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

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

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

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, originally adopted in 1993 and updated in 2002, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, calls for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, King County, Seattle, Bothell, and Lake Forest Park formed a SeaShore Transportation Forum and began discussions about common transportation issues in 1995 to develop recommendations on transit service; and

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

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

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

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

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

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

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

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

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

1.0 Purpose of Agreement

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

2.0 Role of SeaShore

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

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

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

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

3.0 Membership and Representation

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

- 3.2 Each member city and county ("jurisdiction") shall be entitled to two positions on the SeaShore Transportation Forum. Each agency/organization shall be entitled to one position on the SeaShore Transportation Forum. Each jurisdiction should appoint two representatives, and each agency/organization should appoint one representative, each for one-year terms. Alternates may also be designated. For the jurisdictions, the representative should be an elected official; the alternate may be an elected official or high-level staff member as best serves both the jurisdiction and the SeaShore.
- 3.3 Each elected representative or alternate shall have one vote. Representatives of agencies, such as WSDOT, Community Transit, Sound Transit, TIB and the PSRC, shall be non-voting representatives.
- 3.4 The "Seattle-North King County" subarea is recognized as one of three subareas in King County for Metro Transit and Sound Transit decisions allocating service or capital resources. The SeaShore Transportation Forum is established as the body responsible for making recommendations on these issues. For actions relating to these issues, only those jurisdictions in the "Seattle-North King County" subarea shall vote.
- 4.0 Conduct**
- 4.1 SeaShore shall operate by majority vote of those present at the meeting at which action is taken. Dissenting opinions may also be provided to the appropriate decision-makers.
- 4.2 SeaShore will be responsible for overall program direction, approving staff recommendations, and on-going communication with the governing body of each member jurisdiction.
- 4.3 SeaShore may establish its own bylaws and rules of procedure and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of this Agreement and modifications to such bylaws and rules will not alter this Agreement.
- 4.4 A Chair or two Co-Chairs shall be chosen by Seashore to serve a term of one-year from January 1 through December 31. The Co-Chairs shall conduct the SeaShore activities and are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence and speaking on behalf of SeaShore.

5.0 Committees

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

6.0 Lead Agency

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

7.0 Member Agency Staff Support

Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SeaShore.

8.0 Work Program

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

9.0 Financing and Cost Sharing Guidelines:

9.1 SeaShore Yearly Dues -- Beginning in 2004, each member county and city will contribute \$250.00 annually per vote awarded to remain members in good standing. The designated Lead agency shall not be required to pay yearly dues. This revenue shall be used for special events, public education, or other expenses authorized by the SeaShore Forum.

9.2 The following guidelines shall generally apply:

(1) **Annual Review of Financing:** The Forum shall determine by June 30 of each year whether an additional financial contribution will be requested of the Board Jurisdictions and agencies.

(2) **Member Jurisdictions:** Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Forum. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.

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

(4) **Modification to Agreement Required:** A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to a change in funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any dues or other payments to support SeaShore activities and shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2005, unless terminated earlier or extended in accordance with Section 18.0.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 14.0.

13.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired, pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 12.0: any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 12.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the original contribution.

16.0 Filing

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

17.0 Legal Relations

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

17.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

17.3 Each party shall defend, indemnify, and hold harmless the other parties and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the indemnifying party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose the parties, by mutual negotiation, hereby waive as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

17.4 The provisions of this Section 17 shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

18.0 Entirety and Modifications

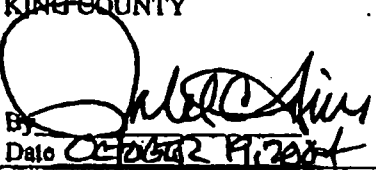
18.1 This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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

19.0 Counterparts

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

CITY OF BOTHELL By _____ Date _____	KING COUNTY  By _____ Date <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.

DRAFT

AGREEMENT
For the
SEASHORE TRANSPORTATION FORUM

Parties to Agreement:

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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
Port of Seattle

Transmitted to participating members on _____.

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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, 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:

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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~~ 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 Move Plan implementation-related services and projects and development of future Phase II high capacity planning efforts.
- 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), and 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 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 representatives should be an-elected officials; the alternates may be an-elected officials or high-level staff members as best serves both the jurisdiction and the 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 ~~elected jurisdiction's~~ representatives, or their alternate in their absence, 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 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 shall 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 shall 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.
- 4.0 Conduct**
- 4.1 SeaShore shall operate endeavor to make decisions by consensus. If consensus cannot be reached, final decisions will be made by majority vote of ~~those 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 Co-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 such committees as are necessary to carry out its purpose including but not limited to a. A Technical Advisory Committee (TAC). A TAC of jurisdiction and agency staff may shall 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. 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.

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- (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, 20058, 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	WASHINGTON STATE

	COUNCIL	DEPARTMENT OF TRANSPORTATION
By _____ Date _____	By _____ Date _____	By _____ Date _____
CITY OF SHORELINE	SOUND TRANSIT	TRANSPORTATION IMPROVEMENT BOARD
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 _____		



Gregory J. Nickels
Mayor of Seattle

May 24, 2006

The Honorable Ed Sterner
Councilmember, City of Lake Forest Park
Co-Chair, SeaShore Transportation Forum
201 South Jackson Street
Seattle WA 98104

The Honorable Patrick Ewing
Councilmember, City of Bothell
Co-Chair, SeaShore Transportation Forum
201 South Jackson Street
Seattle WA 98104

Dear Councilmember Sterner and Councilmember Ewing:

Thank you for your letter dated April 5, 2006 regarding the City of Seattle's participation in the SeaShore Transportation Forum ("SeaShore"). I appreciate this opportunity to share with you my concerns about the organization and why I have made a decision not to participate in SeaShore until they are resolved.

Historically, the City of Seattle has struggled to participate in SeaShore, because the organization has strayed from its original purpose: to provide west subarea jurisdictions (Seattle, Shoreline, Lake Forest Park, and King County) a forum to discuss and make recommendations on Metro and Sound Transit resource allocation issues. Now, SeaShore is comprised of not only the four core jurisdictions, but also cities in south Snohomish county and east King County. While I believe that this evolution of SeaShore has in some ways enhanced the broader regional transportation discussion, I strongly oppose allowing cities that are outside of the west subarea to vote on issues that impact the west subarea.

The current voting structure allows cities that are also members of the east subarea to have the proverbial "two bites at the apple." It is interesting that these same rights are not afforded to west subarea members wishing to participate in the east subarea. Last summer, Councilmember Richard Conlin and former Councilmember Carolyn Edmonds proposed to expand the west subarea voting restriction to all subarea resource allocation issues.

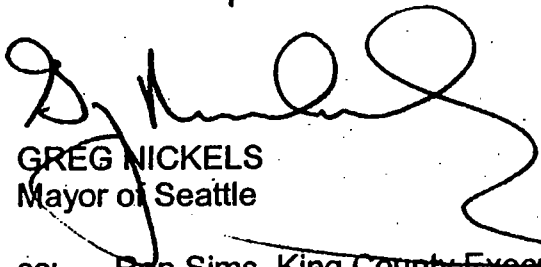
- over -

I supported the direction this would take SeaShore because it began to address the core issue of giving only west subarea jurisdictions the right to vote on resource issues that impact the west subarea.

Under the recently expired agreement, members were allowed to vote on all issues, with the exception of Metro Transit and Sound Transit policy decisions allocating service and capital resources. This exception was too narrowly defined given that SeaShore is now being asked to make decisions on other resource allocation issues, including but not limited to PSRC and RTID. In principle, I am requesting subarea sovereignty over all resource allocation decisions that impact the west subarea while still appreciating the value of a broader regional transportation perspective. I believe that this position protects the interests of the west subarea jurisdictions, which have much at stake in an ever dwindling resource environment.

The City of Seattle values regional cooperation and appreciates having a forum to discuss transportation issues with our neighbors. I hope that we can resolve the issues that I believe have prevented SeaShore from reaching its full potential. My staff look forward to hearing your thoughts on the voting issue and potential next steps. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", with a long, sweeping underline that extends to the right.

GREG NICKELS
Mayor of Seattle

cc: Ron Sims, King County Executive
SeaShore Transportation Forum members
Angel Garcia, Seattle Department of Transportation



King County

Ron Sims

King County Executive

701 Fifth Avenue, Suite 3210
Seattle, WA 98104

206-296-4040 Fax 206-296-0194

TTY Relay: 711

www.metrokc.gov

May 16, 2006

The Honorable Ed Sterner
Councilmember, City of Lake Forest Park
Co-Chair, SeaShore Transportation Forum
17425 Ballinger Way NE
Lake Forest Park, WA 98155

The Honorable Patrick Ewing
Councilmember, City of Bothell
Co-Chair, SeaShore Transportation Forum
19612 109th Place NE
Bothell, WA 98011

Dear Councilmembers Sterner and Ewing:

Thank you for taking the time to contact me about the issues that may hinder the continued effectiveness of the SeaShore Transportation Forum (Forum). I agree that the Forum, along with the Eastside Transportation Partnership and the South County Area Transportation Board, has been helpful in focusing attention on regional issues and in developing consensus on advisory recommendations to various decision-making bodies.

The involvement of cities in Snohomish County and in the northern part of the East King subarea has been useful in highlighting the importance of corridors that cross county and subarea boundaries, such as I-5, SR 99 north and SR 522. I also believe that the City of Seattle's participation in the Forum over the last several years has greatly enhanced its value.

I can, however, appreciate the concerns of the jurisdictions within the subarea boundaries (Seattle, Shoreline, Lake Forest Park and King County) that jurisdictions outside of those boundaries may vote on recommendations that affect the allocation of financial resources within the subarea. This appears to me to be a legitimate concern, and one which is unique to this subarea.

Since I would like the Forum to continue to function effectively both to meet the needs internal to the subarea and to address issues that cross subarea boundaries, I hope that the members of the Forum can agree on language that will respond to the concerns identified.

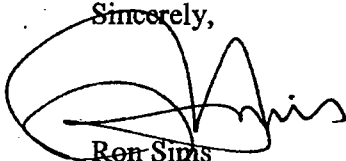


The Honorable Ed Sterner
May 16, 2006
Page 2

As a suggestion, the Forum might consider limiting voting on all advisory recommendations about resources that are allocated on a subarea basis to Seattle, Shoreline, Lake Forest Park and King County. This would currently include recommendations about Metro Transit service subsidy, Sound Transit capital and operating resources and candidate projects for the Puget Sound Regional Council's Regional funding competition. Additional discussion and clarification of the Regional Transportation Investment District (RTID) Executive Board's intent to allocate any new RTID resources is needed to determine if this should also be considered an issue where voting by Forum members would be limited.

Thank you again for taking the time to write. I hope this is helpful to you and provides useful input for your next discussion. If you have additional questions or need further assistance, please contact Sally Marks, Transportation Planner, at 206-263-4711, or via e-mail, at sally.marks@metrokc.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Sims", with a large, stylized loop at the beginning.

Ron Sims
King County Executive

cc: The Honorable Bob Ferguson, King County Council
SeaShore Transportation Forum Members
Harold S. Taniguchi, Director, King County Department of Transportation (DOT)
Ron Posthuma, Assistant Director, DOT
Sally Marks, Transportation Planner IV, DOT