Attachment A

SeaShore Transportation Forum Agreement

Parties to Agreement
City of Lake Forest Park
City of Seattle
City of Shoreline
King County

Approved by the SeaShore Transportation Forum on July 19, 2013 and transmitted to parties for approval and signature on July 24, 2013.

THIS AGREEMENT is made and entered into by and among the CITY OF LAKE FOREST PARK, hereafter called "Lake Forest Park"; the CITY OF SEATTLE, hereafter called "Seattle"; the CITY OF SHORELINE, hereafter called "Shoreline"; and KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County", as members of the SeaShore Transportation Forum.

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

WHEREAS, the SeaShore Transportation Forum has served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the north King-south Snohomish County area;

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

1.0 Purpose of this Agreement

The purpose of this Agreement is to recognize the SeaShore Transportation Forum as the transportation board for the north King-south Snohomish County area to share information, build consensus, and provide advice on plans, programs, policies and priorities for countywide, regional, state and federal transportation decisions.

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2.0 Members and Voting

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

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

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

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

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

2.2a Such members and voting rights, if any, shall be listed in operating procedures to be adopted by the SeaShore Transportation Forum.

2.3 Non-Voting Members: The SeaShore Transportation Forum may add non-voting members by unanimous vote of the parties to this agreement in attendance at a regular meeting. The SeaShore Transportation Forum may remove non-voting members by a unanimous vote of the parties to the agreement at a regular meeting.

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

3.0 Representation and Conduct

3.1 Representation of city and county members shall be as follows:

Full Voting Members	Number of Representatives
City of Lake Forest Park	2
City of Seattle	2
City of Shoreline	2
King County	3

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

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

4.0 Operating Procedures

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

5.0 Lead Agency

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

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

6.0 Financing and Cost Sharing Guidelines

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

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

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

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

7.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to the chair(s) of the SeaShore Transportation Forum at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to the SeaShore Transportation Forum and shall pay any dues required to be paid under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. All obligations other than dues cease upon withdrawal.

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

8.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2015, provided that unless terminated earlier in accordance with Section 9.0, this Agreement shall be automatically extended upon the same terms or conditions for another term commencing January 1, 2016, and ending no later than December 31, 2017.

9.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 11.0.

10.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 8.0 or 9.0, any personal property other than cash shall remain with the Lead Agency.

11.0 Return of Funds

At such time as this Agreement expires without being extended or revised, or is terminated in accordance with Section 9.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the total balance at the time of termination.

12.0 Filing

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

13.0 Legal Relations

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

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

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

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

14.0 Entirety and Modifications

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

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

15.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original. For purposes of this Agreement, a duly authorized electronic signature constitutes an original signature.

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 Lake Forest Park	City of Shoreline	City of Seattle
By: _____ Date: _____	By: _____ Date: _____	By: [signature] Date: 8-20-13
King County By: _____ Date: _____		

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 Lake Forest Park	City of Shoreline	City of Seattle
By: _____ Date: _____	By: _____ Date: 9/13/2013	By: _____ Date: _____
King County By: _____ Date: 1.22.14		

Approved as to form:

_____
Shoreline City Attorney

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 Lake Forest Park By: Mary Jane Goss Date: _____	City of Shoreline By: _____ Date: _____	City of Seattle By: _____ Date: _____
King County By: _____ Date: _____		

King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 17, 2013

Ordinance 17722

Proposed No. 2013-0503.2 **Sponsors** Phillips

1 AN ORDINANCE relating to the SeaShore Transportation
2 Forum, the Eastside Transportation Partnership and the
3 South County Area Transportation Board; authorizing the
4 executive to enter into agreements for their continuation
5 and committing to King County staff support through 2017.
6 STATEMENT OF FACTS:
7 1. King County and the cities in King County have a long history of
8 multijurisdictional transportation planning and have found that benefits
9 can be achieved by multijurisdictional coordination, including a
10 cooperative approach to planning, financing and construction of needed
11 transportation improvements.
12 2. The SeaShore Transportation Forum, the Eastside Transportation
13 Partnership and the South County Area Transportation Board have served
14 as important forums for information sharing, consensus building and
15 coordination to develop recommendations for transportation policies,
16 projects and programs for King County and the region.
17 3. Each of these forums has formed effective partnerships to meet the
18 growing need for transportation services and facilities throughout the
19 county.

4. Each of these forums is expected to continue to provide valuable input on numerous policy, planning and implementation decisions.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive is hereby authorized to execute agreements, substantially in the form of Attachments A, B, and C to this ordinance, for the SeaShore Transportation Forum, the Eastside Transportation Partnership, and the South County Area Transportation Board, respectively. The agreements:

A. Commit to staff support for their continuation through 2017;

B. Confirm the forums' responsibility to provide advice to King County on Metro transit planning, development and implementation of products and services; and

C. Acknowledge the role of the SeaShore Transportation Forum, the Eastside Transportation Partnership and the South County Area Transportation Board in providing

advice to Sound Transit, the Puget Sound Regional Council, the Washington state Department of Transportation and other transportation bodies.

Ordinance 17722 was introduced on 12/2/2013 and passed by the Metropolitan King County Council on 12/16/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 26th day of December, 2013.

Dow Constantine, County Executive

Attachments: A. SeaShore Transportation Forum Agreement, B. Eastside Transportation Partnership, C. South County Area Transportation Board Agreement

SEA SHORE
Transportation Forum
MS: KSC-TR-0814
201 South Jackson Street
Seattle, WA 98104-3856
Phone: (206) 477-3800 Fax: (206) 684-2111

January 21, 2014

The Honorable Dave Earling
Mayor, City of Edmonds
121 Fifth Avenue North
Edmonds, WA. 98020

Dear Mayor Earling:

In July of 2013, the SeaShore Transportation Forum authorized a new agreement to continue the activities of the Forum through 2017. The authorized agreement was sent to the signatory parties for individual approval and signature. We now have approval and signatures from all signatory parties, indicating a fully executed agreement. A copy of the final SeaShore Transportation Forum agreement is enclosed for your records.

Thank you for your continued cooperation in this effort to increase regional coordination and communication. We anticipate many challenges in the next few years, and look forward to your involvement and assistance. Please feel free to contact us if you have any questions.

Sincerely,

Chris Eggen
Co-Chair
SeaShore Transportation Forum

John Wright
Co- Chair
SeaShore Transportation Forum

Enclosure: SeaShore Transportation Forum Agreement