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RESOLUTION NO. 752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REDMOND, WASHINGTON, AUTHORIZING THE CITY
TO ENTER INTO AN INTERLOCAL AGREEMENT
GOVERNING THE EASTSIDE TRANSPORTATION PROGRAM

WHEREAS, King County, the cities of Bellevue, Redmond, Kirkland, Bothell and Issaquah, Metro, WSDOT and PSCOG have indicated their willingness to enter into an interlocal agreement to undertake the development of a multi-jurisdictional transportation program for the Eastside, as shown on Exhibit 1 attached hereto and incorporated by this reference; and

WHEREAS, the City Council of Redmond has determined that it is in the best interest of each of the Eastside jurisdictions and the citizens of Redmond that a multi-jurisdictional transportation planning process and transportation program be developed for the Eastside and administered by the City of Redmond with the support and active participation of the Eastside jurisdictions and transportation agencies; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Mayor of Redmond is authorized to enter into an interlocal agreement with King County, Bellevue, Redmond, Kirkland, Bothell, Issaquah, Metro, WSDOT, PSCOG and Metro for the purpose of developing a multi-jurisdictional transportation program for the Eastside, as depicted on Exhibit 2, attached hereto and hereby incorporated in full by this reference, which agreement shall provide that Redmond's share of the cash cost of transportation plan development for 1987 shall not exceed \$10,000.

RESOLVED this 17 day of February, 1987.

CITY OF REDMOND:

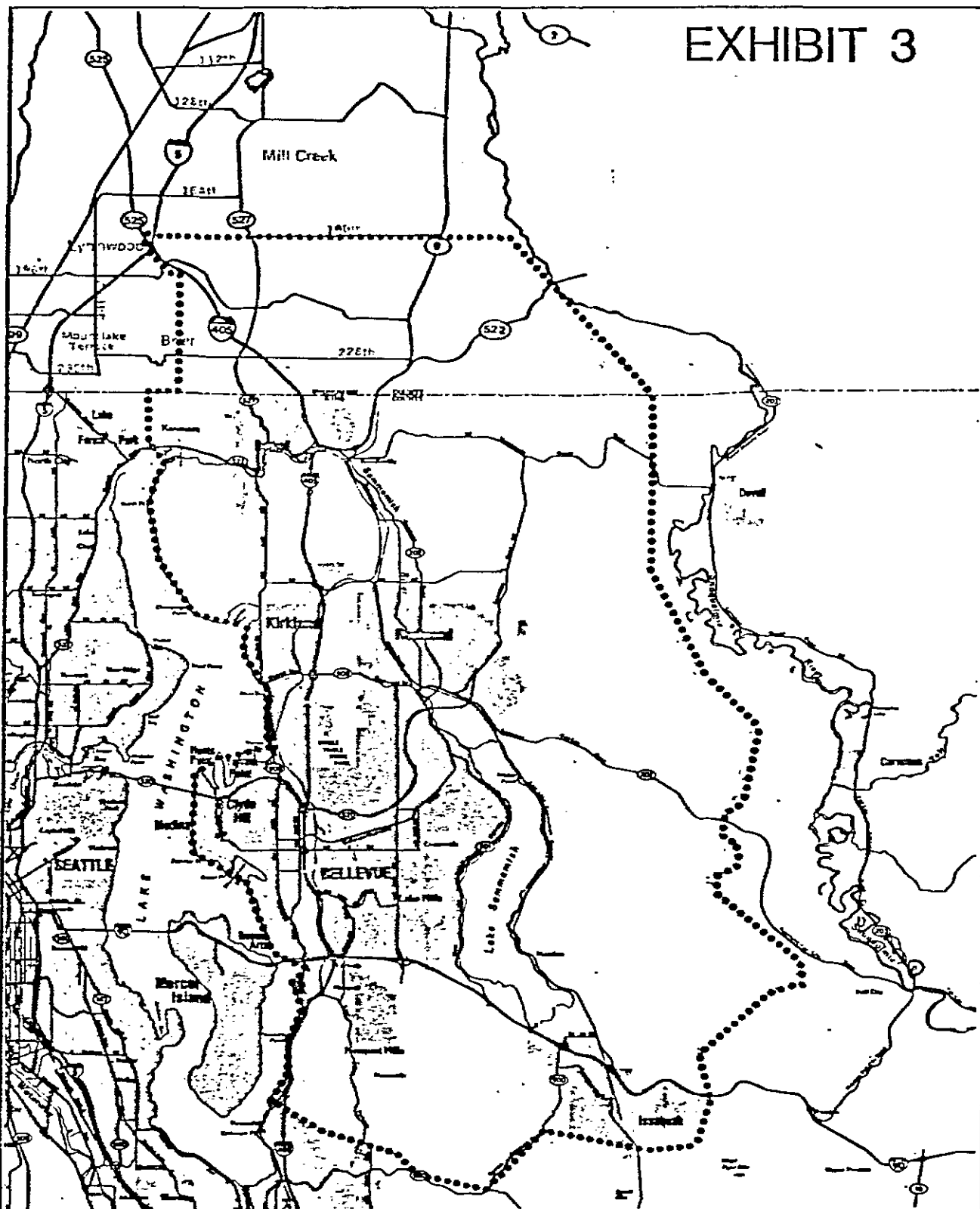
Doreen Marchione
MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

Doris A. Schaible
CITY CLERK, DORIS A. SCHAIBLE

FILED WITH THE CITY CLERK: February 17, 1987
PASSED BY THE CITY COUNCIL: February 17, 1987
RESOLUTION NO. 752

EXHIBIT 3



PSCOG

EASTSIDE TRANSPORTATION PLAN
STUDY AREA

EXHIBIT 2

EASTSIDE TRANSPORTATION PROGRAM

January 27, 1987

King County
City of Bellevue/City of Redmond
City of Kirkland/City of Issaquah
City of Bothell/WSDOT/Metro/PSCOG
Eastside Transportation Program

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1987, by and between KING COUNTY, a legal subdivision of the State of Washington, hereafter called "County," and the CITY OF REDMOND who shall serve as lead agency for the purpose of administering this program, a non-charter code city of the State of Washington, hereafter called "Redmond", and the City of Bellevue, a non-charter code city of the State of Washington, hereafter called "Bellevue", and the CITY OF KIRKLAND, a non-charter code city of the State of Washington, hereafter called "Kirkland", and the City of Issaquah, a non-charter code City of the State of Washington, hereafter called "Issaquah", and the City of Bothell, a non-charter code city of the State of Washington, hereafter called "Bothell", and the Municipality of Metropolitan Seattle, hereafter called "Metro", and the Washington State Department of Transportation, hereafter called "WSDOT", and the Puget Sound Council of Governments, hereafter called "PSCOG".

WHEREAS, the area represented on the attached sketch (Exhibit 1) is the study area, hereinafter called the "Eastside", and

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and the development of a multi-jurisdictional transportation plan for this area would be of benefit to the parties and to affected citizens, and,

WHEREAS, the Eastside Transportation Program (ETP) has been proposed by the parties to this Agreement in order to develop a coordinated transportation plan and multi-jurisdictional transportation planning process that is designed to obtain the objectives noted in Exhibit 2 and will be offered to all jurisdictions for their consideration, and,

WHEREAS, the parties have authorized an expenditure of \$107,000 for the 1987 portion ETP. Now, Therefore,

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose of Agreement. The parties to this agreement shall undertake the Eastside Transportation Program as substantially described in the attached Work Program (Exhibit 2).
2. Program Administration. A Steering Committee is created and will be responsible for overall program administration, establishing program direction, approving Technical Committee recommendations, and on-going communication with administrative officials and policy makers. The Steering Committee shall consist of two Directors or managers representing Planning and Public Works from each of the participating cities and the County, and a permanent representative of comparable authority from Metro, the WSDOT Public Transportation and Planning Engineer, and the PSCOG Subregional Director. The Steering Committee may also approve three members from the private sector representing the Eastside. Any Steering Committee member may appoint a person to act permanently in his/her place by notifying the Committee in writing of such appointment. The chair shall be elected by the members, and shall be a representative of one of the participant cities.
3. Program Development. The Technical Committee appointed by the individual members of the Steering Committee, shall be responsible for overall program development including drafting of the work program, managing and approving consultant work, public information material, and a final report with recommendations and conclusions. The Committee will also be responsible for coordinating its activities with adjacent jurisdictions including, but not limited to, Snohomish County, Medina, Yarrow Point, Seattle, Mercer Island, Clyde Hill, Hunts Point, Beaux Arts, and Renton. All work and decisions of the Technical Committee must be approved by the Steering Committee.
4. Lead Agency. The City of Redmond will be the lead agency for the purposes of receipt of funds, contract administration and disbursement of funds associated with consultant contracts and study-related expenses and

shall appoint a Redmond City staff member to serve as project manager and chair of the Technical Committee. The project manager shall be approved by the Technical Committee and Steering Committee.

5. Completion of Study. This Agreement shall be in effect until all tasks have been completed to the satisfaction of the Steering Committee or until such time as the participating members choose to conclude the study for other reasons, but in no case shall the study extend beyond December 31, 1988, without the parties agreeing, in writing, to an extension.
6. 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 City of Redmond. For the purpose of holding and disbursing funds under this Agreement, Redmond shall establish a City fund entitled Eastside Transportation Program Fund. All cash contributions of the parties shall be placed in this Fund until disbursed by Redmond for consultant contracts or other expenses approved by the Steering Committee.
7. Disposal of Property. At such time as this Agreement is terminated, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination. A party's pro-rata share shall be determined using the ratio resulting from the value of its actual combined cash and in-kind contribution to the actual combined cash and in-kind contributions of all parties remaining at the time of the termination. Any personal property other than cash shall remain with the lead agency.
8. Withdrawing From Study. Any participant may withdraw from the program at any time. However, funds contributed to the program will not be refundable and all obligations incurred prior to withdrawal must be met, including, but not limited to, the obligation to compensate consultants hired prior to withdrawal. However, no participant shall obligate itself beyond the payment schedule noted in Section #9 unless they notify the Steering Committee in writing.
9. Payment of Cost of Study. Participating jurisdictions shall provide cash (1987 only) and in-kind (total program) contributions to the study based

on the following table. Additional funds may be required-from the participants in 1988 to complete the study. The cash contributions will be contributed to the lead jurisdiction prior to that agency obligating itself to consultant contracts. The in-kind contributions shall serve as a guideline to that member of the study.

	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
PSCOG	\$	\$ 63,000	\$ 63,000
King County	\$ 20,000	\$ 20,000	\$ 40,000
Bellevue	\$ 25,000	\$ 10,000	\$ 35,000
Redmond	\$ 8,000	\$ 32,000	\$ 40,000
Kirkland	\$ 8,000	\$ 5,000	\$ 13,000
Issaquah	\$ 3,000	\$ 5,000	\$ 8,000
Bothell	\$ 3,000	\$ 5,000	\$ 8,000
Metro	\$ 10,000	\$ 10,000	\$ 20,000
WSDOT	\$ 30,000	\$ 5,000	\$ 35,000
Private	As available		

Total	\$107,000	\$155,000	\$262,000

10. This Agreement shall be filed with the City Clerk of all parties to this Agreement, the King County Auditor and the Secretary of State, as required by RCW 39.34.040.