



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 15, 2017**

**Motion 14922**

**Proposed No. 2017-0293.2**

**Sponsors Balducci**

1           A MOTION approving a memorandum of understanding to  
2           restructure the Eastside Rail Corridor regional advisory  
3           committee.

4           WHEREAS, the Eastside Rail Corridor ("the ERC") is a forty-two-mile corridor  
5           that extends from Renton to Snohomish and from Woodinville to Redmond, and

6           WHEREAS, the ERC creates a direct and contiguous land use and transportation  
7           connection through the communities of Renton, Bellevue, Kirkland, Redmond,  
8           Woodinville, Snohomish county and King County, and

9           WHEREAS, King County has established policy emphasizing the critical  
10          importance of transportation dual-usage, transit and nonmotorized trail usage, to link the  
11          centers and cities of the Puget Sound region, and

12          WHEREAS, the ERC provides a regional opportunity to connect historically  
13          disadvantaged and geographically disparate communities and centers, and

14          WHEREAS, through a series of property transactions, King County, Snohomish  
15          county, the cities of Redmond and Kirkland, Puget Sound Energy and Sound Transit now  
16          hold property interests in the corridor, and King County and Redmond are the interim  
17          trail users under federal law, and

18          WHEREAS, the King County council originally established the governance  
19          structure Eastside Rail Corridor regional advisory council ("the RAC") on December 11,

20 2012, in accordance with Motion 13801, to create a collaborative group to carry out a  
21 regional planning process to ensure effective use of the southern portion of the ERC and  
22 the Redmond Spur, and

23 WHEREAS, the King County council approved the original membership of the  
24 RAC in accordance with Motion 12834 on February 11, 2013, and

25 WHEREAS, the RAC's original membership was comprised of owner  
26 jurisdictions and included: three King County councilmembers; the King County  
27 executive or the executive's designee; one representative from the city of Redmond; one  
28 representative from the city of Kirkland; one representative from Puget Sound Energy;  
29 and one representative from Sound Transit, and

30 WHEREAS, on June 6, 2016, and in accordance with Motion 14654, the King  
31 County council approved the 2016 work plan for the RAC, which called for redesign of  
32 the governance structure previously adopted in Motion 13801, and

33 WHEREAS, the King County council approved the Eastside Rail Corridor  
34 Regional Trail Final Master Plan and Environmental Impact Statement on February 13,  
35 2017, in accordance with Motion 14805, and

36 WHEREAS, on June 7, 2017, the RAC membership unanimously voted to amend  
37 its administrative procedures and expand its membership to include members from  
38 jurisdictions through which sections of the corridor pass and a group representing  
39 nonprofit and private sector voices to support the development of the vision of the  
40 corridor and surrounding land uses pursuant to the 2016 work plan adopted by the King  
41 County council in accordance with Motion 14654, and

42 WHEREAS, each member of the expanded RAC must approve a memorandum of

43 understanding to include in its membership King County, Snohomish county, the city of  
44 Kirkland, the city of Redmond, the city of Woodinville, the city of Bellevue, the city of  
45 Renton, Puget Sound Energy, Sound Transit and the Eastside Greenway Alliance, and

46 WHEREAS, the King County council wishes to advance the council's previously  
47 adopted policies for the ERC by expanding RAC membership by approving the  
48 memorandum of understanding which is found in Attachment A to this motion, and

49 WHEREAS, the RAC will be restructured to include:

- 50 1. Three members from the King County council;
- 51 2. The King County executive, or the executive's designee;
- 52 3. A representative from Snohomish county;
- 53 4. A representative from the city of Kirkland;
- 54 5. A representative from the city of Redmond;
- 55 6. A representative from the city of Bellevue;
- 56 7. A representative from the city of Renton;
- 57 8. A representative from the city of Woodinville;
- 58 9. A representative from Sound Transit;
- 59 10. A representative from Puget Sound Energy; and
- 60 11. A representative from the Eastside Greenway Alliance, and

61 WHEREAS, the RAC will add or remove members, membership agencies and  
62 jurisdictions based on a consensus agreement of the current RAC membership or by a  
63 signed letter of interest by all parties acknowledging the change to the membership  
64 structure, and

65 WHEREAS, the chair of the RAC will be selected from among the four King

66 County representatives and the vice chair will be an elected representative from a  
67 jurisdiction who has an ownership interest along the ERC and the staff team originally  
68 established by the RAC will continue to support the work of the advisory council, and

69 WHEREAS, the purpose of the RAC will be consistent with the owner and  
70 easement holder uses and plans for the corridor to:

71 1. Set and advance the multiple use vision of the ERC, as initially set forth in  
72 the RAC's Creating Connections report, which emphasized the transportation mobility,  
73 utility, recreational and equity benefits of the corridor; and

74 2. Support the implementation of the ERC Regional Trail as identified in the  
75 King County Trail Master Plan and in corresponding plans developed by certain RAC  
76 member jurisdictions, and

77 WHEREAS, the RAC will also serve as a venue for coordinating efforts of  
78 member jurisdictions to advance common goals such as advocating for the funding and  
79 implementation of Trail Master Plan improvements and collaborating to develop a brand  
80 identity for the corridor, compatible with existing identities in several RAC member  
81 jurisdictions; and

82 WHEREAS, the RAC will also serve as a venue to jointly:

83 1. Coordinate the planning, development, public engagement, and  
84 communications and marketing activities to the extent possible to ensure effective use of  
85 the railbanked portion of the corridor;

86 2. Coordinate the partner planning process for the trail, high-capacity transit and  
87 utility uses in the ERC;

88 3. Coordinate with affected cities around local planning and development;

- 89           4. Address both near-term and long-term recommendations;
- 90           5. Recommend any needed changes to the county's countywide planning
- 91 policies relative to the corridor;
- 92           6. Coordinate on funding capital projects and potentially operations;
- 93           7. Develop legislative agendas and lobbying as it pertains to ERC projects and
- 94 issues; and
- 95           8. Weigh in on Sound Transit and Metro long-range plans as related to the ERC,
- 96 and

97           WHEREAS, the RAC will approve a work plan and corresponding budget every

98 year that sets out the work for the RAC for the year;

99           NOW, THEREFORE, BE IT MOVED by the Council of King County:

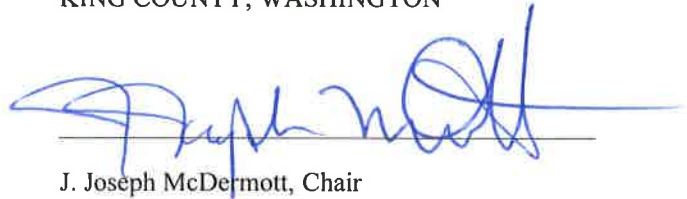
100           The Memorandum of understanding regarding the organization of the Eastside

101 Rail Corridor regional advisory council, Attachment A to this motion, is hereby  
102 approved.  
103

Motion 14922 was introduced on 7/10/2017 and passed by the Metropolitan King  
County Council on 8/14/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST



Melani Pedroza  
Melani Pedroza, Clerk of the Council

**Attachments:** A. Memorandum of Understanding dated July 19, 2017, version 2

**MEMORANDUM OF UNDERSTANDING**  
**Regarding the Organization of the**  
**Eastside Rail Corridor Regional Advisory Council**

This MEMORANDUM OF UNDERSTANDING is made by and among KING COUNTY, SNOHOMISH COUNTY, THE CITY OF KIRKLAND, THE CITY OF REDMOND, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT), PUGET SOUND ENERGY (PSE), THE CITY OF BELLEVUE, THE CITY OF WOODINVILLE, THE CITY OF RENTON, and THE EASTSIDE GREENWAY ALLIANCE (EGA) (collectively, the “Parties”). This MOU sets forth the Parties’ mutual understanding regarding, and intent to structure the Eastside Rail Corridor Regional Advisory Council (RAC).

**RECITALS**

WHEREAS, King County, the City of Kirkland, the City of Redmond, City of Woodinville, Snohomish County and Sound Transit are owner jurisdictions of portions of the Eastside Rail Corridor, and

WHEREAS, Puget Sound Energy, King County and Sound Transit are easement holders of the corridor, and

WHEREAS, the cities of Bellevue and Renton are jurisdictions through which sections of the corridor pass, and

WHEREAS, the Eastside Greenway Alliance has been an active voice for the non-profit and private sector community interested in the potential mobility and recreation options provided by the corridor, and

WHEREAS, the Eastside Rail Corridor Regional Advisory Council (RAC) was established by King County Council ordinance as a collaborative group to carry out a regional planning process to coordinate planning and development activities so as to ensure effective use of the rail banked portion of the Eastside Rail Corridor (ERC) and the Redmond Spur, and

WHEREAS, development of the ERC will enhance the mobility of our region by creating a critical north-south transportation corridor that will allow for multimodal connections, including high-capacity transit and non-motorized trail use. The corridor will help us integrate the pieces of our larger transportation networks. The corridor will enable key utility improvements to help meet the demands of a growing population. The corridor will expand the recreation network, creating equitable access for all residents, and benefiting generations of Puget Sound residents, and,

WHEREAS, the RAC has evolved to include members from non-owner jurisdictions and groups to support the development of the vision of the corridor and surrounding land uses, and

WHEREAS, the owners and easement holders of the ERC retain their jurisdictional authority and are implementing and planning projects within and over their individually owned segments of the corridor and this MOU does not affect or limit any owners' or easement holders' property rights within the corridor;

THEREFORE, the Parties above have reached the following understanding:

**SECTION 1. Purpose of the Eastside Rail Corridor Regional Advisory Council (RAC):**

The purposes of the RAC are consistent with the owner and easement holder uses and plans for the corridor, (1) to set and advance the multiple use vision of the ERC, as initially set forth in the RAC's Creating Connections report, which emphasized the transportation mobility, utility, recreational and equity benefits of the corridor and (2) to support the implementation of the ERC Regional Trail as identified in the King County Trail Master Plan and in corresponding plans developed by certain RAC member jurisdictions. The RAC will also serve as a venue for coordinating efforts of member jurisdictions to advance common goals such as: advocating for the funding and implementation of Trail Master Plan improvements and collaborating to develop a brand identity for the corridor, compatible with existing identities in several RAC member jurisdictions.

The RAC will serve as a venue to jointly:

- Coordinate the planning, development, public engagement, and communications and marketing activities to the extent possible to ensure effective use of the railbanked portion of the corridor.
- Coordinate the partner planning process for the trail, high-capacity transit, and utility uses in the ERC.
- Coordinate with affected cities around local planning and development.
- Address both near-term and long-term recommendations.
- Recommend any needed changes to the county's countywide planning policies relative to the corridor.
- Coordinate on funding capital projects and potentially operations.
- Develop legislative agendas and lobbying as it pertains to ERC projects and issues.
- Weigh in on Sound Transit and Metro Long Range Plans as related to the Eastside Rail Corridor.
- Approve a work plan and corresponding budget that sets out the work for the RAC for the year. Members will assign staff to participate in coordination and collaboration efforts.



**SECTION 2a. RAC Membership:**

The RAC membership will be driven by the RAC vision. Members will include owner jurisdictions (King County, City of Kirkland, City of Redmond, Sound Transit, City of Woodinville, and Snohomish County) as well as easement holders (PSE, King County and Sound Transit), and cities directly adjacent to the corridor who hold permitting and land use authority, (City of Bellevue and City of Renton), and the Eastside Greenway Alliance. King County will have four representatives, the King County Executive (or his/her designee), and three members from the County Council. The Eastside Greenway Alliance will have one member appointed to serve as representative of the Alliance. All other parties will have one representative from each party as a member of the RAC.

**SECTION 2b. New RAC Membership:**

The RAC will add or remove members, membership agencies and jurisdictions based on the following processes:

- Consensus agreement of the current RAC membership.
- Signed letter of interest by all parties acknowledging the change to the membership structure.

**SECTION 3. RAC Leadership:**

The RAC will have a Chair and a Vice Chair. The Chair will be an elected official from the King County RAC membership. The Vice Chair will be an elected official from another ERC owner jurisdiction. The Chair and Vice Chair position will be selected every two (2) years by the ownership jurisdiction members of the RAC. The RAC will operate under a consensus model, and will not take votes approving or disapproving any particular item before the RAC. The RAC may establish subcommittees of members and staff as needed to address special and or specific issues related to the work of the RAC.

**SECTION 4. ERC RAC Meetings:**

The RAC will meet on a quarterly basis. Meetings will take place in a standing time slot mutually agreed upon by the Chair and Vice Chair of the RAC, after consultation with other RAC members. The meeting dates for each will be set in the fourth meeting of the prior year. The RAC meeting frequency can be adjusted by consensus of the Parties.

**SECTION 5. RAC Staffing:**

The work of the RAC will be supported by a staff group comprised of senior staff from RAC member organizations and invited technical experts, to undertake work addressing the RAC priorities. The staff group will serve as an information sharing venue for distributing information on completed, current, and anticipated activities that provide tangible outcomes supporting the vision. The staff group will make recommendations on

information items that should be placed on the RAC agenda. King County will deploy staff resources specifically to support the RAC operations and actions.

**SECTION 6. Property Rights; Jurisdictional Authority.**

Nothing herein is intended to limit or affect the Parties' jurisdictional authority over, or their individually-owned property interests in segments of the Eastside Rail Corridor.

**SECTION 7. Legal Relations.**

This MOU shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligations or other liability thereon. No party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, any other party. This MOU creates no right, privilege, duty, obligation, or cause of action in any person or entity not a party to it. No Party is obligated to participate under this MOU, but to the extent that a Party elects to participate under this MOU then it shall comply with the MOU.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU, effective as of the date first written below.

**Signatories:**

\_\_\_\_\_  
**King County**

\_\_\_\_\_  
**City of Kirkland**

\_\_\_\_\_  
**City of Redmond**

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**Sound Transit**

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**Puget Sound Energy**

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**Eastside Greenway Alliance**

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**City of Bellevue**

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**City of Renton**

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**City of Woodinville**

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**Snohomish County**