

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY, THE CITY OF BELLEVUE, THE CITY OF KIRKLAND, THE CITY OF REDMOND, THE CITY OF RENTON, AND THE CITY OF WOODINVILLE REGARDING PROVIDING FUNDING FOR A SCOPE OF SERVICES TO BE PERFORMED BY EASTRAIL PARTNERS

1. Purpose:

The purpose of this Memorandum of Agreement (“MOA”) is to affirm a ten (10) year commitment among the Parties to support the performance of an initial two-year Scope of Services by Eastrail Partners through funding from the Parties and to timely and regularly consider future extensions of this funding support to Eastrail Partners for newly identified Scopes of Service.

2. Parties:

Certain local government members of the Eastrail Regional Advisory Council (“RAC”), including King County, the City of Woodinville, the City of Redmond, the City of Kirkland, the City of Bellevue, and the City of Renton are entering into this MOA, and are collectively referred to herein as the “Parties”.

3. Term:

The term of this MOA shall begin on the date the last signature is affixed to this MOA and shall terminate on December 31, 2034.

4. Background:

The Eastrail corridor is an approximately 42 mile long railbanked corridor in east King and Snohomish County and co-located in the Cities of Woodinville, Redmond, Kirkland, Bellevue, and Renton (see Exhibit A).

The Eastrail RAC was created in December 2012, through King County Council Motion 13801, as a collaborative group to coordinate the various efforts to develop the corridor. In 2022, King County Council Motion 16154 expanded the membership and purpose of the RAC. Current Eastrail RAC membership includes King County; Snohomish County; the Cities of Bellevue, Kirkland, Redmond, Renton, and Woodinville; Sound Transit; Puget Sound Energy; and the Eastside Greenway Alliance.

Eastrail Partners (“EP”) is a 501c3 nonprofit organization incorporated on July 8, 2019 under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington (see Exhibit B). EP was formed to play and is playing a unique and valuable role in the development of the corridor by fostering, increasing, leveraging, and sustaining private sector and community support for strategic and timely actions to implement the RAC vision for the corridor.

The RAC and EP have executed prior service and funding agreements that outlined cost-sharing, roles, and responsibilities. Through coalition building, advocacy for trail funding, private sector

engagement, and community collaboration EP has successfully delivered on RAC priorities since 2019. The RAC seeks to build on the proven track record of effective performance by EP and anticipates an ongoing need over the next decade for the timely support of EP in implementing additional high priority actions that aid in achieving the RAC’s vision for the corridor.

5. Actions Agreed to by the Parties

- a. The Parties will individually provide funding support for implementation by EP of the high priority actions identified by the RAC in its quarterly meetings in July and October 2024 (see Exhibit C).
- b. Subsequent to the execution of this MOA, the Parties will execute appropriate agreements between the Parties, individually or in collaboration with other willing Parties, and EP to allow the provision of funding by the Parties to EP for specified scopes of services outlined in the agreements and to be performed in years 2025 and 2026. These agreements will be guided by the funding allocations developed collaboratively by the RAC for the purpose of this cost sharing effort (see Exhibit D).
- c. The Parties intend for this MOA to (A) provide clarity around cost sharing, roles and responsibilities for the next ten (10) years; and (B) on a biannual basis beginning in 2026 and ending in 2032, work within the RAC structure and associated processes to evaluate the need for and value of providing additional funding to EP to undertake high priority actions identified by the RAC in support of corridor development, and then consider new funding allocation for EP as appropriate.

6. Separate but Aligned Agreements by Puget Sound Energy and Sound Transit with EP

RAC members Puget Sound Energy and Sound Transit are not parties to this MOA but will instead, and in alignment with the purposes of this MOA, execute separate respective agreements with EP to affirm their commitments and anticipated scope of services that address the RAC’s high priority actions and to affirm the provision of their respective funding amounts to EP.

7. Future Funding Commitments:

The Parties agree that this MOA can be amended as needed to address new commitments among the Parties to address any changes in high priority actions or overriding goals for EP as well as to address any concerns related to the performance of EP.

8. Adding new Parties to the MOA:

Additional entities may be added as Parties to this MOA with the written agreement of the Parties to this MOA at that time.

9. Termination by a Party:

A Party can terminate its participation in this MOA by providing written notice of termination to all other Parties to the MOA. This notice will include a 30-day period, starting at receipt of the notice by the Parties, before the termination becomes effective. The terminating Party will be responsible for meeting any related funding commitments, as identified in Exhibit D and addressed under separate agreements, up to the effective date of the notice of termination. The Parties remaining in the MOA after any termination have the discretion to evaluate the impact of any termination on the integrity of the MOA and identify and implement any necessary measures to address impacts of a termination.

10. Exhibits

- A. Eastrail corridor map
- B. Eastrail Partners incorporation document
- C. Slide from October 2024 RAC meeting noting RAC priorities for scope items
- D. Funding allocations table

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

The Parties agree to the terms and conditions in this MOA:

| | |
|--|--|
| <p>KING COUNTY</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>Parks and Recreation Division Director Attn: Warren Jimenez King County Department of Natural Resources and Parks 201 S. Jackson Street Suite 500 Seattle, WA 98104-3855</p> | <p>CITY OF BELLEVUE</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>Andrew Singelakis Transportation Director City of Bellevue 450 110th Ave NE Bellevue WA 98004</p> |
| <p>CITY OF KIRKLAND</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>City of Kirkland 123 5th Avenue Kirkland, WA 98033</p> | <p>CITY OF REDMOND</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>Angela Birney Mayor City of Redmond 15670 NE 85th St Redmond, WA 98052-9710</p> |
| <p>CITY OF RENTON</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>Armondo Pavone Mayor City of Renton 1055 S. Grady Way Renton, WA 98057</p> | <p>CITY OF WOODINVILLE</p> <p>Signed: _____ Date: _____ By (print): _____</p> <p>Brandon Buchanon City Manager City of Woodinville 17301 133rd Ave NE Woodinville, WA 98072</p> |

Exhibits

EXHIBIT A – Eastrail Corridor map

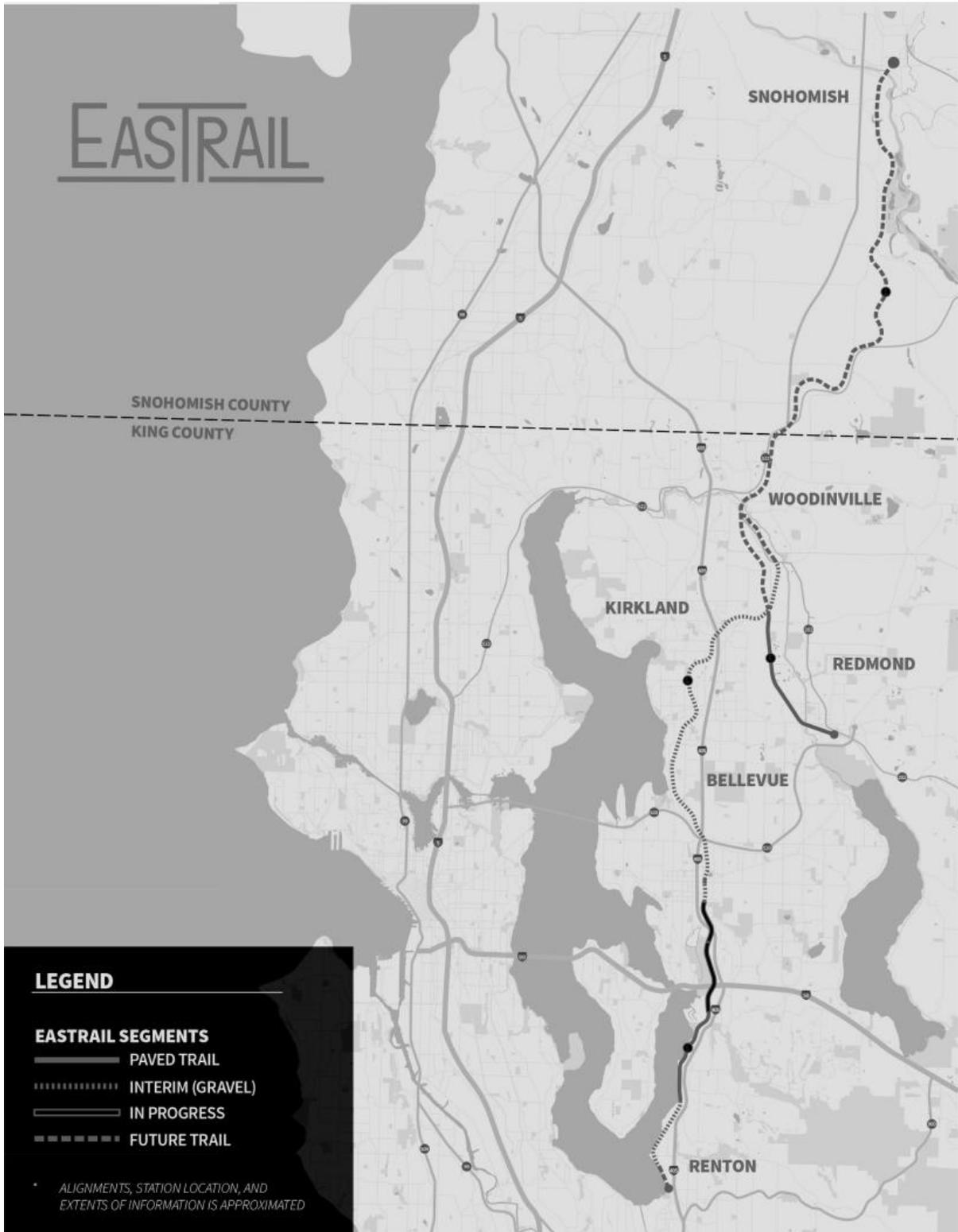


EXHIBIT B – Eastrail Partners incorporation document

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF INCORPORATION

to

EASTRAIL PARTNERS

A WA NONPROFIT CORPORATION, effective on the date indicated below.

Effective Date: 07/15/2019
UBI Number: 604 478 743

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital



Kim Wyman, Secretary of State
Date Issued: 07/15/2019



EXHIBIT C – Slide from July 2024 RAC meeting noting RAC priorities for scope items

Status Update on the RAC/EP Interlocal Agreement

RAC Consensus for Affirmation (based on RAC discussion in April and July):

- Scope of services for 2025-2026 includes:
 - Continued shared communications and community collaborations (50%)
 - Coalition building and advocacy for trail funding and construction needs (50%)

- Funding amounts as shown in this table:

PROPOSED 2025-2026 Funding Allocations for Eastrail Partners' Service Agreement

| | Total fee owned corridor miles | Jurisdiction stakeholder miles | Easement Miles | Shares/percentage | \$ | 200,000.00 |
|---|--------------------------------|--------------------------------|----------------|-------------------|---------------------------------|------------|
| | | | | | EP Funding (derived by formula) | |
| Fee Interests | | | | | | |
| Corkland | 5.75 | | | 9.82 | \$ | 19,640.68 |
| Redmond | 3.9 | | | 6.66 | \$ | 13,321.50 |
| Woodinville | 2.6 | | | 4.44 | \$ | 8,881.00 |
| King County | 15.8 | | | 26.38 | \$ | 53,965.16 |
| Inghamish County | 10 | | | 20.49 | \$ | 40,989.24 |
| Sound Transit - fee | 2.1 | | | 3.88 | \$ | 7,757.88 |
| | 41.15 | | | 70.98 | | |
| Easement Interests | | | | | | |
| PSE | | | 29.15 | 10.00 | \$ | 20,000.00 |
| Sound Transit - easement | | | 25.25 | 10.00 | \$ | 20,000.00 |
| | | | | | | 20,000 |
| Stakeholder Jurisdiction Interests | | | | | | |
| Bellevue | | 7.5 | | 7.29 | \$ | 14,580.00 |
| Benton | | 2.5 | | 2.43 | \$ | 4,860.27 |
| | | 10 | | 9.72 | \$ | 19,440.00 |
| | | | | 100.00 | | |

- Funding commitments and Eastrail Partners scope of services are only for calendar years 2025 and 2026 (i.e., the next biennium for the majority of the local governments providing funding)

October 17, 2024

EXHIBIT D – Funding allocations table

| Funding Entity | 2025-2026 Funding Allocation |
|-----------------------|-------------------------------------|
| King County | \$ 53,969.16 |
| City of Bellevue | \$ 14,580.80 |
| City of Kirkland | \$ 19,640.68 |
| City of Redmond | \$ 13,321.50 |
| City of Renton | \$ 4,860.27 |
| City of Woodinville | \$ 8,881.00 |