

April 24, 1995

Introduced By:

Jane Hague
Pete von Reichbauer
Greg Nickels
Bruce Laing

Proposed No.:

95-190

MOTION NO. **9548**

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3 A MOTION authorizing the county executive
4 to enter into an agreement with the
5 Regional Transit Authority for the
6 dedication of budgeted funds and staff
7 within the Department of Metropolitan
8 Services to assist in the preparation of a
9 regional transit system and financing plan.

10 WHEREAS, King County, by and through its department of
11 metropolitan services ("DMS"), is the recipient of grants
12 from the Department of Transportation Federal Transit
13 Administration for commuter rail planning; and

14 WHEREAS, said federal grant and local funds have
15 supported a staff and consultant effort known as the Regional
16 Transit Project (hereafter referred to as "RTP") which was
17 created to prepare a regional transit system and financing
18 plan as authorized by chapters 81.104 and 81.112 RCW; and

19 WHEREAS, preparation of the regional transit system and
20 financing plan is now the responsibility of the Regional
21 Transit Authority (hereafter referred to as the "RTA"), which
22 is the recipient of grants from the Washington State
23 Department of Transportation; and

24 WHEREAS, King County has appropriated funding in its
25 department of metropolitan services 1995 capital budget to
26 support the RTP and to fund the local match required for said
27 federal and state grant funds; and

28 WHEREAS, the RTA anticipates the receipt of additional
29 federal and state grants to continue necessary planning for
30 commuter rail and RTP-related projects as part of developing
31 a high capacity transportation plan for the Pierce, King and
32 Snohomish Counties region; and

1 WHEREAS, King County desires that DMS staff, support
2 services and facilities previously utilized for the RTP be
3 committed to the RTA during the calendar year 1995 as the RTA
4 continues its planning and public involvement efforts,
5 submits a ballot proposition and, if necessary taxes are
6 authorized, proceeds to implement the Regional Transit System
7 Master Plan; and

8 WHEREAS, utilization of the RTP staff within the DMS to
9 continue work on the RTA's system and financing plan and to
10 support the RTA Board will provide significant benefits due
11 to such staff's expertise and dedication to high capacity
12 transportation and commuter rail, and

13 WHEREAS, King County recognizes that it is in the best
14 interests of its citizens to support the RTA Board during
15 calendar year 1995 through staffing commitments and fund
16 expenditures for the purposes of advancing the work of the
17 RTA.

18 NOW, THEREFORE BE IT MOVED by the Metropolitan County
19 Council of King County:

20 Section 1. The RTA shall submit a workplan to the King
21 County Council on or before June 15, 1995 which includes how
22 the following issues will be addressed and responded to in
23 any revised phase one and/or system master plan except that
24 any issue deemed inconsistent with adopted state statute need
25 not be further evaluated:

- 26 a) A greater balance of transit improvements between the
27 I-5 corridor and the I-405/SR-167 corridors;
28 b) Implementation of a regional trunk bus system;
29 c) Establishment of a long-range right-of-way
30 acquisition program to secure property for future
31 system components;
32 d) Funding from the future RTA revenue for study,
33 demonstration, or use of new technologies such as new

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rubber-tire systems, telecommuting, and other
congestion management strategies;

e) Provisions for equitable distribution of transit
development funds within subareas of King County;

f) Coordination with the Metro Transit Six-year Plan;

g) Implementation of Commuter Rail;

h) Analysis of the benefits and impacts of operating
with either reduced fares or fare-free transit
service.

Section 2. The county executive is hereby authorized to
enter into and fully implement a contract for Regional
Transit Project Support Services and Funding during 1995 in
substantially the form attached hereto as Exhibit A.

PASSED by a vote of 8 to 5 this 24th day of
April, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Guadalupe G. Peterson
Clerk of the Council

Attachment:

Contract for the 1995 Regional Transit Project
Support Services and Funding between the Regional
Transit Authority and King County.

EXHIBIT A**CONTRACT FOR 1995 REGIONAL TRANSIT PROJECT
SUPPORT SERVICES AND FUNDING BETWEEN
THE REGIONAL TRANSIT AUTHORITY AND KING COUNTY**

WHEREAS, King County, by and through its Department of Metropolitan Services (hereafter referred to as "DMS"), previously was the recipient of grants from the Department of Transportation Federal Transit Administration for commuter rail planning and grants from the Washington State Department of Transportation for high capacity transportation planning; and

WHEREAS, prior to 1994 such state and federal grants and local DMS funds supported a staff and consultant effort known as the Regional Transit Project (hereafter referred to as "RTP"); and

WHEREAS, in accordance with Chapter 81.112 RCW, a Regional Transit Authority (hereafter referred to as "RTA") was created in August of 1993 to plan for and provide high capacity transportation services within the Pierce, King and Snohomish Counties region and thereafter assumed responsibility for directing the further planning for the RTP; and

WHEREAS, King County has appropriated funding in the DMS 1995 capital budget to provide support to the RTP; and

WHEREAS, such support and funding contributed significantly to the RTA Board's successful consideration and adoption on October 29, 1994, of a Regional Transit System Master Plan and a first phase for implementation to provide a high capacity transportation system for the RTA's service area; and

WHEREAS, the RTA will be the recipient of future state grants to continue necessary planning for high-capacity transportation services for the Pierce, King and Snohomish Counties region and anticipates that it will become the recipient of federal grants to continue necessary planning for commuter rail; and

WHEREAS, the parties hereto agree that DMS staff, support services and facilities previously utilized for the RTP should continue to be loaned to the RTA during 1995 to assist it in implementing a transportation system and financing plan and to support the ongoing commuter rail project under the terms and conditions of this Agreement, and applicable state and federal grants; and

WHEREAS, continued commitment of the RTP staff within the DMS during 1995 to continue work on the RTA's planning and to support the RTA Board will provide significant benefits due to such staff's expertise with high capacity transportation and commuter rail; and

WHEREAS, King County recognizes that it is in the best interests of the citizens of this region to support the RTA Board during calendar year 1995 through staffing commitments and fund expenditures as the RTA continues its planning and public involvement efforts, submits a ballot proposition for voter consideration and, if necessary taxes are authorized, proceeds to implement the Regional Transit System Master Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEDICATION OF DMS RESOURCES. It is the intent of the parties that funds appropriated under the King County 1995 budget for the "RTP Related Projects" capital program be utilized to support the RTA's efforts to continue planning for high capacity transportation services including commuter rail. The total budgeted funds available for such purposes under this Agreement and the sources of said funds are set forth in Exhibit A, attached hereto, and total Four Million Five Hundred Fifty Thousand Dollars (\$4,550,000). To the maximum extent feasible, state and federal grant funds shall be used for RTA expenses and costs. The RTA shall comply with all applicable federal, state and local laws, regulations and grant contract terms in its use of funds provided under this Agreement. The RTA shall not act to commit DMS funds which are not yet appropriated or cause DMS to exceed its authorized appropriation for RTP purposes without approval of the RTA Board and the Metropolitan King County Council and County Executive. Similarly, the King County Council and County Executive shall not act to reduce authorized appropriations for RTP purposes without approval of the RTA Board.

A portion of the funds identified in Exhibit A shall be transferred to the RTA for its direct expenditure in accordance with Paragraph 3. The balance shall be retained by DMS for expenditures in accordance with Paragraphs 4, 5 and 6. To the extent the source of such budgeted funds are federal or state grants held in the name of the RTA, the RTA will be responsible for passing through such grant funds to reimburse King County for its costs and expenditures under this Agreement. The RTA agrees to immediately inform the Executive Director of DMS in the event the RTA is notified of a possible reduction in planned federal or state funding. In no event shall King County be required to incur expenses in excess of the local funding identified in Exhibit A.

In the event the RTA incurs RTP-related costs and expenditures for activities within the scope of current grants for which DMS remains the nominal grantee, DMS shall provide payments or reimbursements as necessary to ensure timely satisfaction of the RTA's obligations or transfer sufficient budgeted funds to the RTA's accounts so that it can make direct payments. RTA expenditures for RTP-related purposes which require adjustments in the allocations of funds shown on Exhibits A and B shall be reviewed in advance with the Executive Director of DMS.

In the event the RTA receives funding in addition to the funds identified in Exhibit A, whether from state, federal or other sources, the RTA will use its best efforts to apply such additional funds as local match for DMS state and federal grants benefiting the RTA in order to reduce the use of DMS local budgeted funds; provided, however, the RTA reserves the right to determine, in its discretion, what allocation of such additional funds for local match purposes is necessary to most effectively support the RTA's work program. Such determinations shall be

reviewed in advance with the Executive Director of DMS. To the extent 1994 federal grant funds and their associated local match funds were not expended in 1994 pursuant to the parties' agreement dated February 16, 1994, such unexpended funds shall be carried over and may be expended for their original purposes under this 1995 Agreement.

The RTA agrees to seek proportional and equitable local funding contributions from the transit agencies in Pierce and Snohomish Counties.

2. CREATION OF RTA FUNDS AND ACCOUNTS. The RTA Treasurer, RTA Finance Director and appropriate DMS representatives shall comply with procedures for the transfer of funds in accordance with Paragraph 3 and the reporting and payment of costs and expenditures from the funds identified in Exhibit A, which procedures shall meet generally accepted accounting principles and grant guidelines and requirements and shall maintain a high standard of accountability to the public and to the agencies involved.

3. TRANSFER OF DMS BUDGETED FUNDS TO RTA ACCOUNT. The maximum total of King county local funds to be transferred to the RTA under this Agreement shall not exceed One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) unless agreed to otherwise in accordance with subsection D of this Section.

A. Initial Transfer. On or about May 1, 1995, King County, through the DMS, shall make an initial transfer of Nine-Hundred Thirty Thousand Dollars (\$930,000) into appropriate RTA accounts for expenditure by the RTA in accordance with the purposes and allocation of King County funds between Board Support and RTA Program which are set forth in Exhibit B, attached hereto and made a part hereof.

B. Potential Additional Transfers. Representatives from DMS and the RTA shall meet prior to June 30, 1995, to determine the status of the Six Hundred Twenty Thousand Dollars (\$620,000) in local funds identified in Exhibit A which have not been transferred to the RTA under the above provisions of this Section. To the extent it is clear such untransferred funds have not been and will not be necessary to cover DMS expenses incurred under sections 4, 5 and 6 of this Agreement, such funds may be available for the RTA Board's purposes during the remaining months of 1995. Any such additional transfers of King County local funds under this subsection shall be subject to mutual agreement of the parties, evidenced by an executed, written modification to this Agreement, which shall set forth the amount, timing and acceptable RTA uses for any such additional transfer(s).

C. Additional Conditions. The transfer of any funds to the RTA shall be subject to the following conditions:

(i) Funds transferred under this Agreement shall only be transferred to the RTA for payment of costs and expenses incurred by the RTA Board during 1995 for RTP-related purposes as generally set forth in Exhibit B. The RTA shall monitor its expenditures to ensure that sufficient funds remain available for expenditures necessary to provide a sufficient local match of eligible expenditures for federal state grants.

(ii) The RTA agrees that if it makes application for or receives funds from other sources, it will inform DMS and will use such other funds first before requesting a transfer of budgeted funds from DMS if such use is feasible considering the status of the RTA's other planning and financial commitments and any restrictions on the other sources of funds.

D. King County Issues. On or before June 15, 1995, the RTA shall advise King County in writing how the RTA intends to respond to requested work plan elements identified in proposed substitute motion 95-190.

4. USE OF DMS STAFF ON RTA WORK PROGRAM. Commencing January 1, 1995, and subject to the terms of this Agreement, staff employed by King County in DMS as indicated in Exhibit C (hereinafter referred to as "RTP staff") have been and shall be devoted to the RTA on a full-time basis to perform RTP-related tasks. In the event of vacancies on the RTP staff, authorized representatives from DMS and the RTA shall confer to determine the most appropriate method for filling the vacancy and any related adjustments in allocation of grant funds or local match resources.

A. Direction. RTP staff will exercise their best efforts to act in accordance with such policy direction as they may receive from the RTA Board and its Executive Director.

B. Employee Status. The RTP staff shall continue as employees of DMS and retain all employee rights and benefits made generally available to DMS employees by King County while so assigned to the RTP work program. The salary and benefits, administrative expenses and facility support costs for the RTP staff shall be paid by DMS from funds budgeted for the RTP as provided in Section 1.

C. Adjustments. The RTA Board or the RTA's Executive Director may, with sixty (60) days' advance written notice, release any RTP staff position from commitment to the RTA work program. In such event, authorized representatives from DMS, the RTA and any federal or state agency previously funding the costs of such RTP position through grants shall confer within such sixty (60) day period to determine the most appropriate reallocation of grant funds or local match resources. The RTA Board or its Executive Director, after consultation with the Chair of the Board, may request at any time that specific RTP staff be reassigned or that other DMS or King County staff be assigned to the RTP if, in the opinion of the Board or the Executive Director, the performance of such specific RTP staff is not satisfactory or the RTA needs personnel with different skills or experience. DMS shall exercise its best efforts to accommodate each such request, provided sufficient funds are available and to the extent permitted by applicable law, rules, regulations and contracts.

D. Other Staff Support. The RTA may request services from DMS other than through RTP staff to directly support its work program. In the event DMS provides such services, DMS will charge the actual cost of providing such services against the RTP budget as provided in Paragraph 1.

5. USE OF DMS CONSULTANTS ON RTA WORK PROGRAM. DMS consultant contracts related to the RTP shall continue in force and DMS shall make payments in accordance

with the terms of such contracts from funds budgeted for the RTP as provided in Paragraph 1. At the request of the RTA Board or its Executive Director or the DMS, such contracts may be terminated or amended to benefit the RTA subject to the terms and conditions of said contracts and the limitations of this Agreement. The RTA Board or its Executive Director may also request that specific consultant contracts be assigned to the RTA. If such an assignment is requested, representatives from DMS and the RTA shall confer to determine the appropriate means of transferring the budgeted funds earmarked for said contract.

6. USE OF OFFICES AND OTHER SUPPORT FACILITIES. The County hereby grants the RTA a revocable license to continue occupying the office space on the 15th floor of the Exchange Building which was occupied during 1994 by the RTA offices. Said office space may be used only for the purpose of conducting RTA functions unless otherwise agreed to in writing by the County. RTA agrees to comply with all rules imposed by the County and the building owner which are provided to the RTA in writing, including but not limited to, all applicable lease terms, and hereby agrees that any material violation of such rules shall constitute a breach of this Agreement. Notwithstanding any other provision of this Agreement, this license shall terminate automatically upon the termination of the County's own leasehold interest in the licensed space, provided, however, the County shall use its best efforts to provide the RTA with notice sixty (60) days in advance of such termination. In the event the RTA intends to vacate the licensed space, it shall provide the Executive Director of DMS with written notice one hundred and eighty days in advance of the vacation date. The RTA shall remain obligated to pay the County for the cost of said space for said period unless the County earlier puts it to beneficial use. An office at such location and secretarial support from within the RTP staff shall be made available to the RTA Executive Director. DMS shall also provide the Executive Director with a bus pass and access to DMS pool vehicles. The reasonable cost of providing the items in this paragraph shall be charged at the rates and to the extent previously assessed against the RTP and shall be paid by the RTA; provided, however, that if the actual costs to King County for building rent, utilities and the like have increased, then rates may be adjusted to reflect the actual increased costs.

7. GRANT AGREEMENTS. DMS and the RTA agree to cooperate in any amendments to federal grant agreements necessary to implement this Agreement. If requested by the RTA and the grant agency, DMS shall assign or transfer current commuter rail planning grants to the RTA.

8. LOANS OR GRANTS. The local funds advanced from DMS budgeted funds and utilized to support the RTA's work program under this agreement shall be considered interest free loans to the RTA prior to an affirmative public vote on a system and financing plan as provided in RCW 81.112.030. Following an affirmative vote, such advances shall be subject to repayment and the RTA and DMS shall mutually agree on a reasonable repayment schedule which may then include interest charges; provided, that all such loans shall be repaid within a three (3) year period. In the event that the RTA is not eventually successful in securing an affirmative vote on a system and financing plan and determines to reconstitute the RTA as a single-county body or to dissolve the RTA as provided in RCW 81.112.030(9), then such advanced funds shall be considered grants to the RTA and not subject to repayment or interest charges pursuant to RCW 81.112.170.

DMS shall report quarterly to the RTA and the Metropolitan King County Council and County Executive on the amount of local funds expended by DMS to be considered advanced to the RTA which shall include, but not be limited to, funds expended to provide office facilities, equipment and other support to employees, consultants and contractors of both the RTA and the DMS engaged in RTP-related work.

9. TERM AND LEGAL EFFECT. This Agreement shall extend from January 1, 1995 until December 31, 1995, unless extended or superseded by a more extensive agreement providing for cooperation of planning and operations between DMS and the RTA; provided, however, that either party may revoke or rescind this agreement upon ninety (90) days' written notice to the other. In the event of such termination, the parties shall confer within such ninety (90) day period to determine the most appropriate reallocation of grant and local funds and staff. Nothing in this Agreement is intended nor should be construed to affect the status of King County and the RTA as independent municipal entities or to limit the powers and responsibilities of either the RTA or King County as provided by state law. This Agreement may be extended beyond the one-year term or otherwise amended by further written agreement of the parties subject to approval of the RTA Board and the Metropolitan King County Council and County Executive.

10. RECORDS RETENTION AND AUDIT. Each party agrees to maintain complete and accurate records and accounting information in accordance with generally accepted accounting standards on funds advanced and expenditures incurred related to this Agreement and to keep such records and information readily available for review and audit by the other party for a three-year period from the date this Agreement expires or is terminated.

11. INDEMNIFICATION AND INSURANCE. Although DMS staff and funds are being made available to the RTA under the terms of this Agreement, the RTA shall be responsible for the RTP project. The RTA shall defend, indemnify and hold King County harmless from any claims or suits for damages or injuries resulting from the negligent or intentional acts or omissions of DMS staff or RTA staff while they are acting within the scope of their employment and under the direction by the RTA. The RTA agrees that its obligations under this section extend to claims made by DMS and RTA employees, whether made against the RTA or against the County or both. For purposes of defending and indemnifying the County only, and by mutual negotiation, the RTA hereby waives any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. The RTA shall obtain appropriate comprehensive general liability insurance, naming King County as an additional insured, for its RTP-related work applicable to DMS staff and RTA staff utilized on high capacity transportation and commuter rail planning efforts.

12. COOPERATION. The parties recognize that future agreements or amendments to this Agreement and to pertinent grant agreements may be required to insure the RTA's coordination with DMS plans and operations. The RTA and DMS commit to negotiate such amendments and agreements in a good faith and timely manner as the RTA continues its planning and completes the steps necessary to present a ballot proposition for voter consideration in 1995.

13. RESULTS OF THE ELECTION. In the event of a vote during 1995 on a ballot proposition authorizing taxes to support elements of the RTA's adopted system plan,

representatives of the RTA and DMS shall confer within thirty (30) days thereafter to determine what, if any, adjustments should be made in the staffing and funding support of the RTA as provided in this Agreement. The Executive Director of the RTA and the Director of DMS are hereby authorized to implement such adjustments in the funding arrangements and to arrange for the transfer or release of employees on such terms and conditions as may be in the best interests of the RTA and DMS and its RTP staff consistent with directions from the parties' governing bodies, approved budgets, personnel policies and other legal requirements of the parties.

KING COUNTY

REGIONAL TRANSIT AUTHORITY

By _____
Gary Locke, County Executive

By _____
Bruce Laing, Chair

Dated _____, 1995

Dated _____, 1995

Approved as to form:

Approved as to Form:

Deputy Prosecuting Attorney

Preston Gates & Ellis
Legal Counsel

**CONTRACT FOR 1995 REGIONAL TRANSIT PROJECT
SUPPORT SERVICES AND FUNDING BETWEEN
THE REGIONAL TRANSIT AUTHORITY AND KING COUNTY**

**Funding Sources for King County RTP Support
(Calendar Year, 1995)**

(\$000's)

Local Transit Funds
(King County, Department of Metropolitan Services) \$1,550

State and Federal Funding \$3,000

TOTAL:	\$4,550
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**REGIONAL TRANSIT AUTHORITY
1995 Six-Month Adopted Budget**

9548

<u>REVENUES</u>	(\$000's)	Adopted Budget
<u>Balance Forward from 1994</u>		\$2,397
<u>Local Loaned Funds</u>		
<u>Loan Agreement for Board Support</u>		500
King County (Metro)	\$430	
Community Transit	\$70	
<u>Loan Agreements for RTA Program</u>		724
King County (Metro)	\$500	
Pierce Transit	\$224	
<u>State Funds</u>		
HCT Account		3,524
Appropriation for Public Vote		1,500
<u>Federal Funds</u>		
FTA, Commuter Rail Demo		800
STP, Statewide Competitive		100
TOTAL REVENUES:		\$9,545

<u>EXPENDITURES</u>	Adopted Budget
RTA Board	\$144
Executive Department	2,622
Commuter Rail Program	3,736
Finance & Administration Department	742
Engineering Department	351
Planning & Communications Department	
Planning Division	506
Communications Division	952
Contingency	192
TOTAL EXPENDITURES:	\$9,245

NET INCOME:	\$300
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REGIONAL TRANSIT AUTHORITY
1995 Six-Month Adopted Budget

9548

(\$000's)

EXPENDITURES BY ACCOUNT	Adopted Budget
Personnel	\$1,733
Supplies	133
Services	2,273
Rentals	110
Other	
Contingency	192
Vote & Voters' Pamphlet	1,600
Plan Document	310
Commuter Rail Demo	2,475
Interlocal Agreements	419
TOTAL:	\$9,245

CONTRACT FOR 1995 REGIONAL TRANSIT PROJECT
SUPPORT SERVICES AND FUNDING BETWEEN
THE REGIONAL TRANSIT AUTHORITY AND KING COUNTY

9548

<u>RTP Staff</u>	<u>Job Title</u>
1	RTP Project Director
2	Manager High Capacity Coordination
3	RTP Project Assistant Director
4	Long Range Project Manager
5	RTP Project Communications Administrator
6	RTP Project Coordinator
7	RTP Project Coordinator
8	RTP Project Coordinator
9	Capital Projects Coordinator
10	Project Planning Administrator
11	Senior Transit Planner
12	Transit Planner II
13	Communications Specialist IV
14	Communications Specialist IV
15	Communications Specialist III
16	Communications Specialist II
17	Senior Graphics Illustrator
18	Community Relations Planner
19	Project Assistant
20	Engineer V
21	Engineer IV
22	Project Control Engineer III
23	Management Services Analyst III
24	Project Administration Coordinator
25	Supervisor Environmental Planner
26	Senior Environmental Planner
27	Environmental Planner
28	Administrative Specialist IV
29	Administrative Specialist III
30	Administrative Specialist II
31	Administrative Specialist II
32	Administrative Support Assistant II

Note: This list does not include loaned or dedicated staff from other agencies.