

CYNTHIA SULLIVAN
JANE HAGUE
GREG NICKELS
BRUCE LAING

November 9, 1995

Introduced By:

nlw

Proposed No.:

95 - 793

MOTION NO. **9710**

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A MOTION authorizing the county executive to enter into an agreement with the Regional Transit Authority for the dedication of King County staff to assist in the preparation of a regional transit system and financing plan.

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WHEREAS, , King County is the legal successor to the Municipality of Metropolitan Seattle which was formerly 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

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

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WHEREAS, in accordance with RCW 81.112, a Regional Transit Authority (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 future planning for the RTP, and

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WHEREAS, King County has provided funding and support to the RTA through staff and facilities since the creation of the RTA to continue the RTP effort, and

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WHEREAS, support and funding from the county has 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 plan for implementation to provide a high capacity transportation system for the RTA's service, and

1 WHEREAS, as the result of voter rejection on March 14,
2 1995, of the RTA's initial ballot proposition to fund and
3 implement a high capacity transportation system for the
4 region and within state funding limitations , continued
5 planning is required, and

6 WHEREAS, the RTA will be the recipient of future state
7 grants to continue necessary planning for high capacity
8 transportation services for the RTA region and will be the
9 recipient of federal grants to continue necessary
10 transportation planning which will incorporate the RTP
11 effort, and

12 WHEREAS, King County desires that county staff, support
13 services and facilities previously utilized for the RTP
14 continue to be utilized to assist the RTA during calendar
15 year 1996 under the terms and conditions of an appropriate
16 agreement and applicable state and federal grants, and

17 WHEREAS, continued commitment of the county staff
18 assigned to the RTP during 1996 to continue work on the RTA's
19 planning and to support the RTA Board will provide
20 significant benefits due to such staff's expertise with high
21 capacity transportation issues, and

22 WHEREAS, the costs of such staff support services and
23 facilities will be fully reimbursed to the County by RTA
24 grants and other RTA revenues, and

25 WHEREAS, King County recognizes that it is in the best
26 interests of its citizens to support the RTA Board during
27 calendar year 1996 through staffing commitments as the RTA
28 continues its planning and public involvement efforts,
29 submits a second ballot proposition for voter consideration
30 and if necessary taxes are authorized, proceeds to implement
31 the Regional Transit System Master Plan;

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

The county executive is hereby authorized to enter into and fully implement a contract for Regional Transit Project Support Services during 1996 in substantially the form attached hereto as Exhibit A.

PASSED by a vote of 10 to 0 this 20th day of November, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

Attest:

Gerald A. Peterson
Clerk of the Council

Attachment: Exhibit A

**CONTRACT FOR 1996 REGIONAL TRANSIT PROJECT
SUPPORT SERVICES BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND
KING COUNTY**

This Agreement is entered into between King County (hereafter the "County") and the Central Puget Sound Regional Transit Authority (hereafter the "RTA".)

WHEREAS, the County, is the legal successor to the Municipality of Metropolitan Seattle, which was formerly 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 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 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, the County has provided funding and support to the RTA through staff and facilities since the creation of the RTA to continue the RTP effort; and

WHEREAS, support and funding from the County has 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, as the result of voter rejection on March 14, 1995, of the RTA's initial ballot proposition to fund and implement a high capacity transportation system for the region and with state funding limitations, continued planning is required; and

WHEREAS, the RTA will be the recipient of future state grants to continue said necessary planning for high-capacity transportation services for the Pierce, King and Snohomish Counties region and will be the recipient of federal grants to continue necessary transportation planning which will incorporate the RTP effort; and

WHEREAS, the parties hereto agree that County staff, support services and facilities previously utilized for the RTP should continue to be utilized to assist the RTA during 1996, under the terms and conditions of this Agreement, and applicable state and federal grants; and

WHEREAS, continued commitment of the County staff assigned to the RTP during 1996 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 issues; and

WHEREAS, the costs of such staff, support services and facilities will be fully reimbursed by RTA grants and other RTA revenues; 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 1996 through staffing commitments as the RTA continues its planning and public involvement efforts, submits a second 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 COUNTY RESOURCES. It is the intent of the parties that staff, support services and facilities appropriated under the King County 1996 budget for the "RTP Related Projects" capital program be utilized to support the RTA's efforts to continue planning for high capacity transportation services subject to reimbursement by the RTA as provided herein. The total budgeted funds available for such purposes under this Agreement and the expected sources of said funds are set forth in Exhibits A and B, attached hereto, and total One Million Six Hundred Twenty Two Thousand, Five Hundred Forty Three Dollars (\$1,622,543). The RTA shall reimburse the County in full for the cost of providing such staff, support services and facilities. The County shall submit a monthly invoice to the RTA for such costs incurred and the RTA shall make payment to the County within thirty days after receiving said invoice. The RTA's reimbursement obligation shall not be reduced, negated or in any way affected if the grants or other revenues expected by the RTA to support the work of this contract are reduced or not received at all for any reason.

To the extent the sources of such reimbursement 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 Director of the County's Department of Transportation ("DOT") if the RTA learns of any reasonable possibility that the funding supporting this contract may be insufficient, including, but not limited to, if 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 which are not fully reimbursed by the RTA.

The RTA shall comply with all applicable federal, state and local laws, regulations and grant contract terms in its use of County staff, support services and facilities provided under this Agreement. The RTA shall not act to cause the County 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.

2. CREATION OF RTA FUNDS AND ACCOUNTS. The RTA Treasurer, RTA Finance Director and appropriate DOT representatives shall comply with procedures for the reporting and payment of costs and expenditures from the funds identified in Exhibit B, in accordance with the following paragraphs. Such 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. USE OF COUNTY STAFF ON RTA WORK PROGRAM. Commencing January 1, 1996, and subject to the terms of this Agreement, staff employed by King County in its DOT as indicated in Exhibit A (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 DOT and the RTA shall confer to determine the most appropriate method for filling the vacancy.

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 DOT and retain all employee rights and benefits made generally available to DOT 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 initially by DOT from funds budgeted for the RTP and reimbursed by the RTA, 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 DOT, 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 DOT 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. DOT 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 DOT other than through RTP staff to directly support its work program. In the event DOT provides such services, the RTA will reimburse the County in full for the cost of such services.

4. 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 and 1995 by the RTA offices. Said office space may be used by the RTA 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, or any portion thereof, 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 Director of DOT with written notice one hundred and eighty days in advance of the vacation date, unless the space is not required due to King County termination of the RTP staff positions and the RTA does not have the funding or need to assume said positions. In that event, the RTA should provide the DOT with sixty (60) days notice of vacating the space. The RTA shall remain obligated to pay the County for the cost of said space for said periods unless the County earlier puts such space 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. DOT shall also provide the Executive Director with a bus pass and access to DOT pool vehicles. The reasonable cost of providing the items in this paragraph shall be charged by the County 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.

5. GRANT AGREEMENTS. DOT and the RTA agree to cooperate in any amendments to federal or state grant agreements necessary to implement this Agreement.

6. TERM AND LEGAL EFFECT. This Agreement shall extend from January 1, 1996 until December 31, 1996, unless extended or superseded by a more extensive agreement providing for cooperation of planning and operations between the County 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.

Notwithstanding any other provision of this Agreement, the County Executive, after consultation between the DOT Director and the RTA Executive Director, may suspend or terminate, in whole or in part, the provision of any staff, support services or facilities to the RTA in the event the County Executive, in his sole discretion, determines that there is a reasonable risk that the RTA will be unable to reimburse the County for the costs of providing same. Such action, which may also include termination of this Agreement, may be taken with thirty (30) days advance written notice.

7. 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.

8. INDEMNIFICATION AND INSURANCE. Although County staff, support services and facilities 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 County 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 the County 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 County staff and RTA staff utilized on transportation planning efforts.

9. 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 County plans and operations. The RTA and the County 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 second ballot proposition for voter consideration.

10. RESULTS OF THE ELECTION. In the event of a vote during 1996 on a second ballot proposition authorizing taxes to support elements of the RTA's adopted system plan, representatives of the RTA and the County shall confer within thirty (30) days thereafter to determine what, if any, adjustments should be made in the staffing and other support of the RTA as provided in this Agreement. The Executive Director of the RTA and the Director of the DOT are hereby authorized to implement such adjustments in the staffing arrangements, including the transfer or release of employees, on such terms and conditions as may be in the best interests of the RTA and the County 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 _____, 1996

Dated _____, 1996

Approved as to form:

Approved as to Form:

Deputy Prosecuting Attorney

Preston Gates & Ellis
Legal Counsel

CONTRACT FOR 1996 REGIONAL TRANSIT PROJECT
 SUPPORT SERVICES BETWEEN
 THE REGIONAL TRANSIT AUTHORITY AND KING COUNTY

9710

RTA - DMS 1996 Budget

	1st 6-Months	2nd 6-Months	1996 Total
Staff Labor RTA Loaned Staff	\$584,272	\$584,272	\$1,168,543
Staff Support Costs			
Supplies	\$50,000	\$50,000	\$100,000
Postage	\$17,500	\$17,500	\$35,000
Association Dues	\$2,000	\$2,000	\$4,000
Travel	\$10,000	\$10,000	\$20,000
Advertising	\$12,000	\$12,000	\$24,000
Printing/Binding	\$39,500	\$39,500	\$79,000
Rentals			
Meetings	\$4,500	\$4,500	\$9,000
Office Space	\$91,500	\$91,500	\$183,000
Support Costs Subtotal	\$227,000	\$227,000	\$454,000
Total	\$811,272	\$811,272	\$1,622,543

<u>RTP Staff</u>	<u>Job Title</u>
1	RTP Project Director
2	RTP Project Communications Administrator
3	Capital Projects Coordinator
4	Project Planning Administrator
5	Contracts Specialist III
6	Senior Transit Planner
7	Transit Planner II
8	Communications Specialist IV
9	Communications Specialist IV
10	Communications Specialist III
11	Senior Graphics Illustrator
12	Project Assistant
13	Project Control Engineer III
14	Senior Environmental Planner
15	Administrative Specialist IV
16	Administrative Specialist III
17	Administrative Specialist II
18	Administrative Support Assistant II

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