

10818

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1999-0483

December 8, 1999

Introduced by:

Proposed No:

MOTION NO. 10818

1
2 A MOTION declaring the intent of King County to approve
3 an agreement for the South County Area Transportation
4 Board (SCATBd) and 1) commit to staffing support for its
5 continuation through 2002; 2) authorize and clarify its
6 existing responsibilities; 3) identify new member cities and
7 provide for the addition of new members; and 4)
8 acknowledge the use of this and other subarea boards by
9 other agencies for information and input. This motion
10 further authorizes the Executive to enter into an agreement
11 to further the purpose of this board.

12 WHEREAS, King County and the cities in King County have a long history of
13 multijurisdictional transportation planning; and

14 WHEREAS, in 1992 at King County's request, a new South County Area
15 Transportation Board (SCATBd) was formed involving fourteen South County cities and
16 King County to provide a forum for interjurisdictional cooperation to solve common
17 transportation problems, for which King County provides staffing support; and

18 WHEREAS, SCATBd has been given responsibility for building consensus and
19 providing input into the King County Metro Six Year Transit Development Plan, King
20 County Metro transit service priorities, project submittals for federal funds, and changes to
21 the Sound Move Plan; and

22 WHEREAS, SCATBd has been effective in providing productive forums for
23 discussion, information-sharing and consensus-building; and

24 WHEREAS, new cities have formed to change the composition of SCATBd and
25 revision or extension of the existing authorizing agreement is needed to reflect these
26 changes and changed conditions since its formation; and

27 WHEREAS, significant transportation needs continue to exist throughout King
28 County that can be addressed effectively by this and other subarea transportation boards;
29 and

30 WHEREAS, King County recognizes the importance of SCATBd and supports its
31 continued functioning.

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

33 King County approves the agreement for the South County Area Transportation
34 Board (SCATBd), as shown in the attached Exhibit, and

35 1. commits to continued staff support for its continuation through 2002
36 2. authorizes and clarifies its responsibilities for King County, including providing
37 policy direction for the subarea on the following issues:

- 38 • Development of the Six Year Transit Development Plan
39 • Implementation of transit service priorities
40 • Recommendations for TEA-21 regional project identification and Countywide project
41 selection

42 3. acknowledges that Sound Transit considers the subarea transportation boards as
43 information sharing forums for Sound Transit, and specifically requires consideration of
44 subarea board approval of changes to the Sound Move Plan as one of six criteria in making
45 a determination about changes.

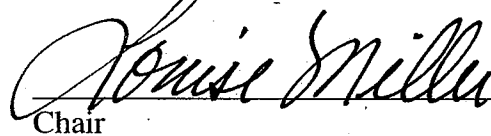
46 4. acknowledges that other transportation agencies may use these boards as tools
47 for sharing information and gathering input.

48 5. identifies the inclusion of the cities of Covington and Maple Valley as members
49 of SCATBd.

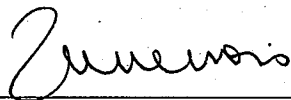
50 6. allows for the addition of new members and consideration of additional
51 transportation issues as determined by each board authorizes the Executive to enter into
52 Agreements to further the purposes of these boards.

53 PASSED by a vote of 13 to 0 this 13th day of December, 1999.

54 KING COUNTY COUNCIL
55 KING COUNTY, WASHINGTON

56 
57 Chair

58 ATTEST:

59 

60 Clerk of the Council

61 Attachments: Agreement for the South County Area Transportation Board

AGREEMENT
For the
SOUTH COUNTY AREA TRANSPORTATION BOARD

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
City of Federal Way
King County
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila

Pierce Transit
Port of Seattle
Puget Sound Regional Council
Sound Transit
Transportation Improvement Board
Washington State Department of
Transportation

Transmitted to participating members on November 22, 1999

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; the PORT OF SEATTLE, hereafter called the "Port of Seattle"; PIERCE TRANSIT, hereafter called "Pierce Transit"; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT."

WHEREAS, South King County has a history of multi-jurisdictional transportation planning dating back to the late 1970's including the Green River Valley Transportation Action Plan (GRVTAP), which was a multijurisdictional effort coordinated by the Puget Sound Council of Governments (now Puget Sound Regional Council) and involving King County, the Washington State Department of Transportation, (WSDOT) and the cities of Auburn, Kent, Renton and Tukwila; and

WHEREAS, each of the jurisdictions in the South King County area has experienced significant population growth and economic development in the last decade, and projects continued growth and development in the future; and

WHEREAS, the cities of Auburn, Kent, Renton, and Tukwila have changed in geographic area since the late 1970's; and

WHEREAS, the cities of Algona, Des Moines, Enumclaw, Milton, Normandy Park and Pacific did not participate in the Green River Valley Transportation Area Program (GRVTAP) because they were outside the study area, but are clearly impacted by traffic congestion problems in the South County area; and

WHEREAS, the cities of Burien, Federal Way, and SeaTac did not exist during most of the transportation planning history in South King County; and

WHEREAS, King County, Metro, WSDOT, and the cities of Auburn, Des Moines, Kent, Renton, Tukwila, and SeaTac have demonstrated, through the South County Area Transportation Benefit District Steering Committee and program development effort, the benefits that can be achieved by regional coordination; and

WHEREAS, the enormous cost of many of the needed transportation improvements and their importance to South King County as a whole demonstrate the need for a cooperative approach to the planning, financing and construction of these improvements; and

WHEREAS, many of the transportation problems which were identified in GRVTAP still exist and new transportation management issues have emerged include the Commute Trip Reduction Act of 1990, the transportation planning and financing requirements of the Growth Management Act of 1990, and the regional high capacity transportation plan for Sound Move; and

WHEREAS, King County, WSDOT and the South King County cities of Auburn, Des Moines, Kent, Renton, Tukwila, SeaTac, Burien, Federal Way, Algona, Pacific, Milton, Normandy Park, Enumclaw, and Black Diamond in 1992 recognized that a cooperative approach to the transportation problems would facilitate application of the South King County jurisdictions for funding from the State of Washington and the United States, and in recognition of this, formed the South County Area Transportation Board (SCATBd) to serve as a central forum for solving transportation issues affecting the South County area jurisdictions; and

WHEREAS, the new cities of Maple Valley and Covington have recently been formed and have been participating in SCATBd discussions.

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, calls for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to recommend modifications to Sound Move Plan implementation related services and projects, and development of future Phase II high capacity planning effort.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of Agreement

The purpose of the Agreement is to identify the voting and non-voting members of the South County Area Transportation Board (SCATBd), and provide for the continuation of the SCATBd as the South County forum for information sharing, consensus building and coordinating to resolve transportation issues.

2.0 Role of SCATBd

The SCATBd is the forum established for the South County subarea of King County (Exhibit 1) at which elected officials may provide input into the following decisions, and such other transportation-related issues as the members determine:

- development of the King County Metro Six Year Transit Development Plan
- implementation of transit service priorities
- recommendations for Transportation Equity Act for the 21st Century (TEA-21) regional project identification and Countywide project selection
- recommendations for modifications to Sound Move Plan service implementation-related services and projects and development of future Phase II planning efforts.

The other two subareas have similar forums: the Eastside Transportation Partnership and the SeaShore Transportation Forum.

3.0 Voting and Non-Voting Members

3.1. The members of SCATBd and their voting rights shall be as follows:

MEMBERS	NUMBER OF REPRESENTATIVES	VOTING
Algona	1	Yes
Auburn	1	Yes
Black Diamond	1	Yes
Burien	1	Yes
Covington	1	Yes
Des Moines	1	Yes
Enumclaw	1	Yes
Federal Way	1	Yes
King County	2	Yes
Kent	1	Yes
Maple Valley	1	Yes
Milton	1	Yes
Normandy Park	1	Yes
Pacific	1	Yes
Renton	1	Yes
SeaTac	1	Yes
Tukwila	1	Yes
Port of Seattle	1	No
Puget Sound Regional Council	1	No
Sound Transit	1	No
Pierce Transit	1	No
Transportation Improvement Board	1	No
Washington State Department of Transportation	1	No

3.2 Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition SCATBd for membership. The number of SCATBd representatives and the status of new members shall be determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

3.3 Private sector groups that represent the South County may be added as nonvoting members in SCATBd as determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

4.0 SCATBd

4.1 Each member city shall be entitled to one position on the Board. King County shall be entitled to two positions. The Port of Seattle, PSRC, TIB, Pierce Transit, Sound Transit and WSDOT shall be entitled to one position each. Each member shall appoint one representative and one alternate to the Board, each for one year terms. For the County and cities, the representative shall be an elected official; the alternate may be an elected official or high level staff member.

4.2 The Board will be responsible for overall program direction, approving Technical Advisory Committee recommendations, and on-going communication with the governing body of each member jurisdiction.

4.3 A majority of the voting representatives shall constitute a quorum of the Board which shall be required to conduct business. The Board shall act by majority vote of the quorum. The Board shall establish its own bylaws and rules of procedure, and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of the Agreement, and modifications to such bylaws and rules will not alter this Agreement.

4.4 The Chair and Vice-Chair shall be elected by a majority of the voting representatives on the SCATBd, and each shall be one of the representatives of a member city or county. The Chair and Vice Chair shall serve a term of one year from January 1 through December.

4.5 The Chair and Vice Chair shall conduct the SCATBd activities within adopted procedures and guidelines. They are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of SCATBd.

4.6 With a simple majority, the SCATBd can adopt resolutions in support of member jurisdictions or regional activities, authorize studies, approve correspondence or request information.

5.0 Committees

5.1. The Board may establish such committees as are necessary to carry out its purpose including but not limited to a Technical Advisory Committee as described below.

5.2. Each member jurisdiction or agency shall appoint an appropriate department director or division manager to the Technical Advisory Committee (TAC). The City of Seattle, Pierce County, the City of Tacoma, and Pierce Transit may appoint similar level staff to the TAC. Other jurisdictions, agencies, or groups may be added as determined by the Board. The TAC shall provide technical assistance as requested by the Board and shall advise the Board of emergent transportation issues for the Board's consideration. To the extent possible, existing technical or other work groups with which South County jurisdictions are participating should be used. South County area staff could, if necessary, form a subarea caucus for the purpose of assisting in bringing issues to the Technical Advisory Committee or the Board.

6.0 Lead Agency

King County shall provide general administrative and program support for the SCATBd and will be the Lead Agency for the purposes of coordination and receipt of any funds or contract administration. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.0 Member Agency Staff Support

Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SCATBd.

8.0 Work Program

The SCATBd may undertake activities consistent with its purposes and shall prepare an annual work program for the following year and progress report on the year just completed for submittal to its members.

9.0 Cost Sharing Guidelines:

At such time that member jurisdictions and agencies agree that a specific undertaking of the Board requires financial support, these guidelines shall generally apply:

- (1) **Annual Review of Financing:** The Board shall determine by June 30 of each year whether a financial contribution will be requested of the Board jurisdictions and agencies.
- (2) **Member Jurisdictions:** Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Board. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
- (3) **Member Agencies:** The member agencies shall not be expected to make a direct funding contribution. However, subject to the availability of member funding, in-kind contributions may be necessary as determined by an action of the Board.
- (4) **Modification to Agreement Required:** A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to SCATBd but shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or

more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein, or remain as a non-voting member.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2002, unless terminated earlier or extended in accordance with Section 17.0.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Declaration of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 14.0.

13.0 Real and Personal 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 Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 12.0, any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 12.0, any unexpended and uncommitted funds shall be distributed in equal shares among the contributing parties at the time of termination.

15.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

16.0 Legal Relations

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other parties and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the indemnifying party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

17.0 Entirety and Modifications

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

This Agreement may be modified or extended only by written instrument signed by all parties hereto.

18.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

Signature Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

<p>CITY OF ALGONA</p> <p>By _____ Date _____</p>	<p>KING COUNTY</p> <p>By _____ Date _____</p>	<p>CITY OF TUKWILA</p> <p>By _____ Date _____</p>
<p>CITY OF AUBURN</p> <p>By _____ Date _____</p>	<p>CITY OF KENT</p> <p>By _____ Date _____</p>	<p>PIERCE TRANSIT</p> <p>By _____ Date _____</p>
<p>CITY OF BLACK DIAMOND</p> <p>By _____ Date _____</p>	<p>CITY OF MAPLE VALLEY</p> <p>By _____ Date _____</p>	<p>PORT OF SEATTLE</p> <p>BY _____ Date _____</p>
<p>CITY OF BURIEN</p> <p>By _____ Date _____</p>	<p>CITY OF MILTON</p> <p>By _____ Date _____</p>	<p>PUGET SOUND REGIONAL COUNCIL</p> <p>By _____ Date _____</p>
<p>CITY OF COVINGTON</p> <p>By _____ Date _____</p>	<p>CITY OF NORMANDY PARK</p> <p>By _____ Date _____</p>	<p>SOUND TRANSIT</p> <p>By _____ Date _____</p>
<p>CITY OF DES MOINES</p> <p>By _____ Date _____</p>	<p>CITY OF PACIFIC</p> <p>By _____ Date _____</p>	<p>TRANSPORTATION IMPROVEMENT BOARD</p> <p>By _____ Date _____</p>
<p>CITY OF ENUMCLAW</p> <p>By _____ Date _____</p>	<p>CITY OF RENTON</p> <p>By _____ Date _____</p>	<p>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, OFFICE OF URBAN MOBILITY</p> <p>By _____ Date _____</p>
<p>CITY OF FEDERAL WAY</p> <p>By _____ Date _____</p>	<p>CITY OF SEATAC</p> <p>By _____ Date _____</p>	