

1/22/79/em

Introduced by: R.R. LUBS GREIVE

No. 79-137

ORDINANCE NO. **4090**

AN ORDINANCE making an appropriation of \$6,000 to the Grant Fund for the FAUS Program Formulation Project.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The amount of \$6,000 is hereby appropriated to the Grant Fund from the Federal Highway Administration via the Puget Sound Council of Governments for the F.A.U.S. Program Formulation Project. Grant File No. 842/90.

SECTION 2. The County Council hereby acknowledges a required in-kind match of \$4,750 by King County in support of the F.A.U.S. Program Formulation Project.

INTRODUCED AND READ for the first time this 5th day of February, 1979.

PASSED this 13th day of February, 1979.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ruby Chow
Chairman

ATTEST:

Janet M. Stevens
DEPUTY Clerk of the Council

APPROVED this 23^d day of February, 1979.

[Signature]
King County Executive

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AGREEMENT

79 - 137

This Agreement is made this 13th day of February, 1979 pursuant to Chapter 201, Laws of 1959, as amended, and Chapter 84, Laws of 1965, Extraordinary Session, by and between the Puget Sound Council of Governments (hereinafter referred to as the COUNCIL), acting by and through its Executive Director (hereinafter referred to as the EXECUTIVE DIRECTOR), and King County (hereinafter referred to as the SPONSOR), acting pursuant to Chapter RCW 36.70.

WHEREAS, the COUNCIL has been established as the regional planning agency for the Central Puget Sound Region for the purpose of conducting studies to form the basis for immediate and long-range action in carrying out a coordinated continuous, comprehensive planning program and is empowered to engage in special projects; and

WHEREAS, Chapter 36.70 RCW contains the enabling authority for the SPONSOR to engage in planning, studies and surveys with respect to areas within the corporate boundaries; and

WHEREAS, COUNCIL desires to effect completion by the SPONSOR of certain technical services hereafter described in connection with an undertaking which is expected to be partially financed by Federal-Aid Urban System funds; and

WHEREAS, the SPONSOR desires to assist in compiling and assigning priorities to a program of FAUS projects within King County outside Seattle;

NOW, THEREFORE, COUNCIL and SPONSOR, for the consideration hereinafter named, do hereto mutually agree as follows:

1. Scope of Work. SPONSOR shall compile, assign priorities to, and monitor a program of projects to be allocated FAUS funds by the King Subregional Council. Projects proposed by King County and municipalities within the County other than the City of Seattle are to be evaluated and submitted for funding consideration. The work will be carried out under the direction of the King Subregional Council Committee on Transportation.

2. Contract Appendices. The following appendices are hereby incorporated by this reference:

Appendix A - PSCOG Standard Terms and Conditions

Appendix B - Scope of Work and Budget

Appendix C - Requisition for Payment Format

3. Time Limit. SPONSOR shall begin the PROJECT within sixty (60) days of the date first above written and shall complete the PROJECT by September 30, 1980, except as otherwise extended by agreement of the parties.

4. Reimbursement. In order to assist SPONSOR in financing the cost of the PROJECT, which cost is estimated to be Twenty-Three Thousand Seven Hundred Fifty Dollars (\$23,750), COUNCIL agrees to pay SPONSOR an amount equal to four-fifths of the actual cost of the PROJECT, or in the amount of Nineteen Thousand Dollars (\$19,000), whichever is the lesser.

5. Method of Reimbursement. Requisitions for reimbursement of eligible project costs will be accepted monthly for expenses actually incurred. Full reimbursement will be made for each requisition until 90 percent of the project budget has been expended. The final 10 percent of the project budget will be disbursed upon satisfactory completion and acceptance of the PROJECT by COUNCIL. The allowability of costs shall be determined in accordance with appropriate circulars of the Office of Management and Budget and as otherwise provided by law. The requisitions for reimbursement shall include the following:

a. Requisition for Payment. All project costs eligible for reimbursement by COUNCIL through the Grant must be detailed according to Appendix B, Requisition for Payment, attached hereto, and incorporated by this reference. Improper requisitions will be returned for correction without payment, and requisitions for subsequent periods will not be honored if previous requisitions are outstanding. Requisitions must include certification as noted in Appendix B.

b. A description of the work achieved for the period in the form of a narrative progress report in sufficient detail to support the requisition.

6. Notice. Whenever by this Agreement notice is required to be given, the same shall be given by registered mail addressed to the respective parties at the following addresses:

King County
Department of Planning & Community Development
King County Courthouse, Room W-313
Seattle, Washington 98104

Puget Sound Council of Governments
216 First Avenue South
Seattle, Washington 98104

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving such notice shall be deemed to be the date of mailing thereof. Billing for and payments of reimbursement amounts may be made by regular mail.

IN WITNESS WHEREOF, COUNCIL and SPONSOR have executed this Agreement as of the date first above written.

PUGET SOUND COUNCIL OF GOVERNMENTS

By *Mart Kask* ACTING FOR
Mart Kask, Executive Director

KING COUNTY

By John D. Spellman, County Executive

PSCOG Standard Terms and Conditions

1. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with and respecting the following area or areas, herein called the "planning area": The counties of King, Pierce, Kitsap and Snohomish in the State of Washington.

2. Personnel.

a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with PSCOG.

b. All of the services required hereunder will be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of PSCOG.

3. Documentation of Contract Funds. All amounts, including paid services contributed by the Contractor, charged to the Contract shall be supported by properly executed payrolls, time records, invoices, contracts, receipts or voucher evidencing in proper detail the nature and propriety of the charges. Documentation shall include methodology, criteria and alternates examined in the course of letting contracts. Contributions made by outside or other organizations or individuals shall be appropriately documented.

4. Audits and Records. At any time during normal business hours, and as often as deemed necessary, there shall be made available to the PSCOG, its funders or agents for examination all of the Contractor's records with respect to all matters covered by this Contract and the Contractor will permit PSCOG or its agents or funders to audit, examine and make excerpts or transcripts from the records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract. Such records shall be kept available for three years after the completion of the Contract.

5. Termination of Contract for Cause. If, through any cause, either party shall fail to fulfill in timely and proper manner its obligations under this agreement, the other party shall thereupon have the right to terminate this agreement by giving ten (10) days written notice of such termination, and specifying the effective date thereof; provided however, that if PSCOG's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this agreement by giving written notice thereof.

In the event of any termination under the terms of this section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall become property of PSCOG. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

The Contractor shall be liable to PSCOG for damages sustained by PSCOG by virtue of any breach of the Contract by the Contractor, and PSCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due PSCOG is determined.

6. Termination for Convenience of PSCOG. PSCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in section 5 above shall become the property of PSCOG. If the Contract is terminated by PSCOG as provided under the terms of this section, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed in addition to the above payment for that portion of the actual out-of-pocket expenses incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

7. Amendments. Any amendments to the contract shall be made in writing.

8. Equal Employment Opportunity.

The Contractor shall not discriminate against any employee or applicant for employment because of race,

color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such actions shall include but not be limited to the following: employment; upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age or national origin. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions shall be binding upon each subcontractor. The foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. No Conflict of Interest. No employee of PSCOG or of any Federal, State, regional or local government or agency, and no elected official who exercises any functions or responsibilities in the review, approval, or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

10. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the PSCOG; Provided, however, that claims for money due or to become due to the Contractor from PSCOG under the terms of their Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PSCOG.

11. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

12. Findings Confidential. PSCOG may request that certain materials produced by the Contractor under the terms of this Contract be kept confidential. In such case the Contractor shall not make available such materials to any individual or organization without the prior written approval of PSCOG.

13. Identification of Documents. All reports, maps, and other documents completed as a part of this Contract shall carry on the front cover or a title page (or, in the case of maps, in the same block) containing the name of PSCOG, the notation that the preparation of this report, map, or other document was financed in part through a planning grant from the agency referenced in the forward of this Contract, together with the month and year the document was prepared.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. PSCOG and any government agency financially contributing to the completion of this Contract shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

APPENDIX B
SCOPE OF WORK AND BUDGET

A. Objective - The purpose of this project is to carry out the work necessary to assemble, evaluate and assign priorities to transportation projects proposed for Federal-aid Urban System funding and inclusion in the area's transportation improvement program by King County and suburban municipalities within King County. The work would continue and improve upon an on-going process involving the CONSORTIUM approach utilized in the preparation of 1979 TIP. The direct products of this effort will be an improved process and a proposed program of projects for inclusion in the 1980 TIP/Annual Element.

The work will be performed under the policy direction of the King Subregional Council Committee on Transportation and the proposed program will be acted on by that committee.

B. Tasks to be accomplished -

1. Refine and improve upon the process for evaluating and assigning priorities to proposed transportation projects in King County (as submitted by King County and suburban jurisdictions) and assemble information for developing the calendar year 1980 program.
 - a) Refine the process developed in 1979.
 - b) Assess the status of projects currently allocated FAUS funds; identify projects for which priorities have changed; determine current and future year funding available for new projects.
2. Assemble project data, evaluate and assign priorities to transportation projects proposed for FAUS funding and inclusion in the 1980 TIP/AE.
 - a) Obtain current data on carryover and new projects initiated by King County and suburban jurisdictions in King County; establish and maintain ongoing contacts with local agencies.
 - b) Perform the technical analysis and establish a preliminary priority array under the CONSORTIUM.
 - c) Brief the King County Subregional Council on Transportation on progress of the work and obtain guidance concerning problems and issues, as necessary.
 - d) Complete the evaluation of projects given decisions on funding (overprogramming) and subregional priorities;

submit a recommended program of carryover and new projects for the 1980 TIP.

- e) Document the work, including an evaluation of how the recommended program furthers the objectives of the Regional Transportation Plan and the objectives of local jurisdictions.
3. Monitor the program, including project status and funding and perform other work in anticipation of developing the 1981 program of projects.

PROJECT BUDGET

<u>Personnel</u>	<u>Time Allocation</u>	<u>Rate</u>	<u>Amount</u>
Senior Transp. Planner	30 days	\$200	\$ 6,000
Associate Transp. Planner	90 days	150	13,500
Technician	30 days	100	3,000
Clerical	10 days	60	600
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Total			\$23,100
Vendor			650
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			\$23,750

