

1 April 11, 1989  
0587D/CS:clt

Introduced by: Greg Nickels

Proposed No: 89 - 216

2  
3 MOTION NO. 7522

4 A MOTION authorizing the county  
5 executive to enter into a memorandum of  
6 agreement with the Municipality of  
7 Metropolitan Seattle (METRO) for  
preparation of a transportation system  
management (TSM) ordinance.

8 WHEREAS, King County and METRO share jurisdiction over  
9 transportation planning and implementation with King County, and

10 WHEREAS, Motion 7370 passed December 5, 1988 authorized the  
11 county executive to work with METRO to develop a memorandum of  
12 agreement and work program for production of a TSM ordinance for  
13 King County, and

14 WHEREAS, staff from METRO and King County have worked since  
15 that time to develop a mutually acceptable agreement;

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

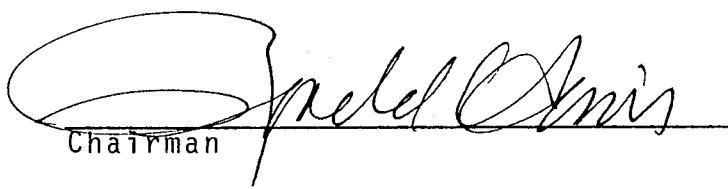
17 The county executive is authorized to enter into an agreement  
18 with METRO substantially in the form of the attached draft  
19 agreement for the development and production of a TSM ordinance  
20 for King County,

21 PROVIDED THAT:

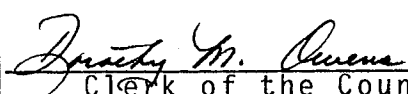
22 Section V.C. of the draft agreement is amended to provide for  
23 each jurisdiction to contribute up to an amount equivalent to  
24 \$40,000 each.

25 PASSED this 15<sup>th</sup> day of May, 1989.

26 KING COUNTY COUNCIL  
27 KING COUNTY, WASHINGTON

28  
29   
Chairman

30 ATTEST:

31   
32 Clerk of the Council  
33

ATTACHMENT A

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WORK PROGRAM – TRANSPORTATION SYSTEM MANAGEMENT (TSM) ORDINANCE

Specific Objective: TSM Ordinance – To write a TSM Ordinance for King County to institute trip reduction measures for developments within the County. This work will be done in conjunction with Metro in conformance with the attached memorandum of agreement.

Responsibility: King County: Bill Hoffman, TP II, TP I  
Metro: Bill Roach, Bob Flor, Eileen Kadesh

Advisory Staff: Roads: Gary Samek, Steve Gorcester  
BALD: Planner III

Actions	Responsibility	Schedule	Resources
Research local & national TSM experiences	TP II, TP I, Metro staff	2/89	0.5
Prepare project goals & objectives	Hoffman, TP II P III, Roach, Flor	2/89	0.5
Draft Alternative TSM Strategies Issues Paper	TP II, P III, Flor Kadesh	End 2/89	1.0
Prepare geographic analysis of TSM strategies application	TP II, TP I	3/89	1.0
Present Alternative TSM Strategies issues paper to County Council	Hoffman, TP II P III, Roach, Flor	3/89	0.25
Investigate relationship of TSM Ordinance to: KC Zoning Code Mitigation Payment System Road Adequacy Standards KC Capital Improvement Program	TP II, TP I, P III Advisory Staff	4/89	1.0
Investigate relationship of TSM Ordinance to planning efforts including the HOV Plan, Rail & service planning coordination	TP II, TP I Flor, Kadesh	4/89	0.5
Draft issues paper on TSM & other KC ordinances/programs/policies	TP II, TP I, P III Flor, Stallings Advisory staff	5/89	1.0
Present issues paper on TSM & other KC ordinances/programs/policies to County Council	Hoffman, TP II P III, Roach, Flor	6/89	0.25

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MEMORANDUM OF AGREEMENT  
BETWEEN KING COUNTY AND THE MUNICIPALITY OF METROPOLITAN SEATTLE  
FOR DEVELOPMENT OF A TRANSPORTATION SYSTEM MANAGEMENT ORDINANCE

I. Identification of Parties

THIS AGREEMENT is entered into by and between the COUNTY OF KING, herein referred to as "King County," and the MUNICIPALITY OF METROPOLITAN SEATTLE, herein referred to as "Metro." The parties to this agreement hereby join together for the purpose of developing a transportation system management (TSM) ordinance for King County.

II. Authorization and Purpose

WHEREAS, the King County Council passed Motion No. 7370 on December 5, 1988 authorizing a memorandum of agreement between King County and Metro to be developed by the King County Executive and approved by the councils of King County and Metro, and

WHEREAS, King County and Metro recognize the importance of managing this area's transportation system to protect the quality of life and economic vitality of the region, and

WHEREAS, King County recognizes that funding for new major transportation improvements will be insufficient to meet demands for such improvements and that transportation demand can be reduced through effective TSM techniques, and

WHEREAS, developments within unincorporated King County have been required to implement TSM measures through the State Environmental Policy Act (SEPA) and the County Road Adequacy Standards on a case-by-case basis, and

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WHEREAS, the King Subregional Council and Metro have adopted a model TSM ordinance as a guide for local jurisdictions developing their own TSM legislation, and

WHEREAS, the value of a TSM ordinance has been recognized in numerous policy and regulatory documents including the King Subregional Transportation Plan, the County Road Adequacy Standards, and the proposed King County Transportation Plan;

NOW THEREFORE, the parties agree to participate in the development of a TSM ordinance for unincorporated King County as set forth herein.

### III. Role of the Parties

King County shall be designated lead on the project described in this agreement. Metro and King County shall be co-sponsors of the project.

Metro and King County shall each designate staff members to serve on the project team as required to complete the development of a TSM ordinance. A project team shall be formed including representatives from King County's departments of Public Works and Parks, Planning and Resources and from Metro's Market Development and Sales and Promotions divisions. A member of the team from King County will serve as project manager. The project manager shall coordinate all activities of the project and shall be responsible for project administration and tasks as described herein.

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King County and Metro shall jointly establish a technical advisory committee (TAC) or designate an existing transportation committee for the purpose of reviewing and providing comments on project team recommendations prior to Council consideration of such recommendations. The TAC or other committee shall be composed of representatives from the County Council staff, developers, community groups, and the Economic Development Commission (EDC).

The parties to this agreement recognize that the project will require flexibility in sharing and adjusting the contributions made by each party within the general obligations set forth below. The project team shall have the authority to make such adjustments and re-allocate responsibility for, and timing of, certain contributions based upon the relative abilities and needs of the parties, but shall not require contributions in excess of those set forth below. Such decisions shall require a consensus of the project team.

#### IV. Work Program

The purpose of the agreement is to develop a TSM ordinance for King County. Attachment A is a work program and schedule for the development of the TSM ordinance. The work program includes development of issues papers for the King County Council at critical decision points. Issues papers will include but not be limited to identification and discussion of:

- A. Alternative TSM strategies.

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B. The relationship of TSM applications to SEPA, the zoning code, the impact mitigation fee system, and other applicable ordinances, programs and policies.

C. Administration, monitoring, enforcement, costs, and financing of TSM strategies.

D. Cost/benefits analysis.

E. Environmental review and documentation.

F. Executive summary and staff recommendations

V. Responsibilities of the Parties

A. King County

King County agrees to be responsible for the coordination, scheduling and reporting of all activities as agreed to by the project team. King County will be responsible for coordination with Metro to determine work assignments, schedule, tasks, and responsibilities.

King County will be responsible for providing appropriate staff resources to accomplish the development of a transportation system management ordinance.

B. Metro

Metro agrees to assign appropriate staff resources to support the development of a transportation system management ordinance in King County. Metro further agrees to share costs and resource requirements necessary to develop a TSM ordinance on an equal basis with King County.

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Metro agrees to coordinate work assignments, schedules and tasks with King County.

C. Contributions

King County and Metro will each contribute an equivalent amount up to \$15,000.00 each to defray special studies costs associated with developing a TSM ordinance. Contributions may be provided on an in-kind basis through staff time, professional services or resources as necessary to complete the project. Anticipated special studies will be related to cost/benefit analysis and environmental review.

In addition to the above-mentioned contributions, as co-sponsors, King County and Metro agree to provide certain non-cash contributions in support of the development of a TSM ordinance as determined by the project team and within the limits set forth below:

1. King County will provide:
  - o equipment and supplies up to \$5,000 in value, as needed to complete the project
  - o up to five months of professional staff time, as needed to complete the project
  - o editing and printing services up to \$2,000 in value
2. Metro will provide:
  - o up to five months of professional staff time, as needed to complete the project

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VI. Duration, Continuation and Termination

This agreement becomes effective upon signature by all parties, and remains in effect until activities identified in Attachment A, Work Plan, are complete, or until King County adopts a TSM ordinance or until King County and Metro terminate the project.

This agreement can be terminated by either of the parties hereto, with or without cause, upon written notice ten days in advance of the termination. Upon termination, the parties will determine the outstanding costs and determine appropriate share, as identified in writing by the project team.

VII. Amendments

This agreement can be amended, altered, clarified, or extended only upon written agreement of the parties.

VIII. Indemnification and Hold Harmless

Each party hereto agrees to indemnify and hold harmless the other party, its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages, or costs of any kind



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whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approved as to form:

By \_\_\_\_\_

Date \_\_\_\_\_

MUNICIPALITY OF METROPOLITAN SEATTLE:

By \_\_\_\_\_

Title \_\_\_\_\_

KING COUNTY:

By \_\_\_\_\_

King County Executive