

28 January 1994

BRIAN DERDOWSKI

LOUISE MILLER

MAGGI FIMIA

Proposed No.:

94 - 70

MOTION NO. 9230

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

WHEREAS, King County, by and through its department of metropolitan services ("DMS"), is 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, such state and federal grants and local funds have supported a staff and consultant effort known as the Regional Transit Project (hereafter referred to as "RTP") which was created to prepare a regional transit system and financing plan as authorized by Chapters 81.104 and 81.112 RCW; and

WHEREAS, preparation of the regional transit system and financing plan is now the responsibility of the Regional Transit Authority (hereafter referred to as the "RTA"); and

WHEREAS, King County has appropriated funding in its department of metropolitan services 1994 capital budget to support the RTP and to fund the local match required for said federal and state grant funds; and

WHEREAS, the RTA anticipates the receipt of additional federal and state grants to continue necessary planning for commuter rail and RTP-related projects as part of developing a high capacity transportation plan for the Pierce, King and Snohomish Counties region and is prepared to seek direct responsibility for such planning as contemplated by the grant agencies as soon as possible; and

WHEREAS, King County desires that DMS staff, support services and facilities previously utilized for the RTP be committed to the RTA during the calendar year 1994 to assist (i) the RTA in the development of a final high capacity transportation system and financing plan for approval by King County and presentation to the voters and (ii) to support the ongoing commuter rail project, subject to applicable state and federal grants and the terms and conditions of an agreement substantially in the form of the attached; and

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1 WHEREAS, utilization of the RTP staff within the DMS to continue work on the RTA's  
 2 system and financing plan and to support the RTA Board will provide significant benefits due to  
 3 such staff's expertise and dedication to high capacity transportation and commuter rail; and

4 WHEREAS, King County recognizes that it is in the best interests of its citizens to  
 5 support the RTA Board during calendar year 1994 through staffing commitments and fund  
 6 expenditures as the RTA completes its initial organizational efforts, finalizes a financing plan for  
 7 King County approval and voter consideration and determines a schedule and necessary resources  
 8 for the tasks leading up to a possible vote;

9 NOW, THEREFORE, BE IT MOVED by the Metropolitan County Council of King  
 10 County that the county executive is hereby authorized to enter into and fully implement a contract  
 11 for Regional Transit Project Support Services and Funding during 1994 in substantially the form  
 12 attached hereto as Exhibit A.  
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14 PASSED this 7<sup>th</sup> day of February, 1994.

15 METROPOLITAN COUNTY COUNCIL  
 16 KING COUNTY, WASHINGTON

17 Kent Pullen  
 18 Chairman  
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20 ATTEST:

21 Gerald A. Peterson  
 22 Clerk of the Council  
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24 Passed by a vote of 9-0-0.

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**CONTRACT FOR 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"), is 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, such state and federal grants and local DMS funds have supported a staff and consultant effort known as the Regional Transit Project (hereafter referred to as "RTP") which was designed to prepare a regional transit system and financing plan as authorized by Chapters 81.104 and 81.112 RCW; and

WHEREAS, King County has appropriated funding in the DMS 1994 capital budget to provide the local match required for said federal and state grant funds and to provide general support to the 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 is responsible for directing the further planning for the RTP; and

WHEREAS, the RTA anticipates that it will be the recipient of future federal and state grants to continue necessary planning for commuter rail and RTP-related projects as part of developing a high-capacity transportation plan for the Pierce, King and Snohomish Counties region and is prepared to assume direction of such planning and responsibility for the grants as contemplated by grant agencies; and

WHEREAS, the parties hereto agree that DMS staff, support services and facilities previously utilized for the RTP should be committed to the RTA during the term of this Agreement to assist it in developing a final high capacity 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, commitment of the RTP staff within the DMS to continue work on the RTA's system and financing plan 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 of the RTA Board during calendar year 1994 through staffing commitments and fund expenditures as the RTA completes its initial organizational efforts, finalizes a plan for voter consideration and determines a schedule and necessary resources for the tasks leading up to a vote;

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 1994 budget for the "RTP Related Projects" capital program be utilized to support the RTA's efforts to develop a final plan for high capacity transportation services and to continue commuter rail planning. 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. To the maximum extent feasible, state and federal grant funds shall be used for RTA expenses and costs covered herein. 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. In the event the RTA becomes the nominal grantee of state or federal grants which are contributing to the budgeted funds identified in Exhibit A and which are needed to reimburse DMS for its costs and expenditures under this Agreement, the RTA shall pass through such grant funds to DMS.

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. 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. At such time as the RTA appoints a Treasurer who establishes funds and accounts as provided in RCW 81.112.120, the RTA Treasurer and appropriate DMS and RTA representatives shall confer to determine a procedure 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. Such procedures shall have the objectives of meeting generally accepted accounting principles and grant guidelines and requirements and of maintaining a high standard of accountability to the public and the agencies involved.

3. TRANSFER OF DMS BUDGETED FUNDS TO RTA ACCOUNT. The maximum total of funds to be transferred to the RTA under this Agreement shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000), unless additional budgeted funds must be transferred to reflect the financial obligations of contracts assigned to the RTA as provided in Paragraph 5.

A. Initial Transfer. Within thirty (30) days after the completed execution of this Agreement, King County, through the DMS, shall make an initial transfer of up to \$500,000 into appropriate RTA accounts to provide working funds for the RTA.

B. Periodic Transfers. The remaining balance of the maximum \$1,150,000 which is available under this Agreement shall be transferred to the RTA on a periodic or other basis as agreed to between authorized representatives of the RTA and the DMS so as to insure that financial obligations for appropriate RTA costs and expenses for commuter rail and high capacity transportation planning are satisfied on a timely basis. The RTA understands and agrees that all or a portion of such remaining funds may only be available to the RTA on a reimbursement basis due to grant contract restrictions.

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 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 and 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.

4. USE OF DMS STAFF ON RTA WORK PROGRAM. Commencing January 1, 1994, 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 Paragraph 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 RTA 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 that 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 shall have the right to 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 office space and other support facilities previously utilized by the RTP staff shall continue to be made available for RTP staff and RTA purposes. 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 DMS from funds budgeted for the RTP as provided in Paragraph 1; 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 state or 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 and high capacity transportation 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 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 DMS engaged in RTP-related work.

9. TERM AND LEGAL EFFECT. This Agreement shall extend until December 31, 1994 unless extended or unless 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 acts or omissions of DMS staff or RTA staff while they are acting within the scope of their employment and direction by the RTA. The RTA shall use its best efforts to obtain appropriate comprehensive general liability and professional liability insurance 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 fully fund the development of the RTA's system and financing plan and to insure its 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 completes its initial organizational efforts, finalizes a plan for voter consideration and determines a schedule and necessary resources for the tasks leading up to a vote.

KING COUNTY

REGIONAL TRANSIT AUTHORITY

By \_\_\_\_\_  
Gary Locke, County Executive

By \_\_\_\_\_  
Bruce Laing, Chair

Dated \_\_\_\_\_, 1994

Dated \_\_\_\_\_, 1994

Approved as to Form:

Approved as to Form:

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Deputy Prosecuting Attorney

\_\_\_\_\_  
Preston Thorgrimson Shidler Gates & Ellis  
Legal Counsel

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

**POTENTIAL 1994 FUNDING SOURCES:**

	<u>(\$000's)</u>
<b>King County</b>	
** Local Transit Capital Program Funds	\$2,250
State HCT Grant Funds - FY94	\$3,470 *
<u>Federal FTA Grant Funds</u>	<u>\$1,880 *</u>
Subtotal	\$7,600
* 20% match requirement for State & Federal grants included in local transit funds	
<b>** Snohomish County</b>	
State HCT Grant Funds - FY94	\$260
<b>** Pierce County</b>	\$240
Local Transit Capital Program Funds	
State HCT Grant Funds - FY94	
<b>TOTAL:</b>	<b>\$8,100</b>

\*\* Availability of these funds subject to execution of interlocal agreements between the RTA and the local jurisdictions.

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

<u>RTA Board Activities:</u>	<u>(\$000's)</u>
<b>Board's Staff:</b>	
Executive Director, Clerk & Adm. Assist.	\$250
<b>Executive Director's Staff:</b>	
Two positions	\$150
<b>Staff support costs:</b>	
Matls/supplies, eqpt., travel, office space, misc.	\$50
<b>Board expenses:</b>	
Per diem, parking, meeting rooms, insurance, misc.	\$100
<b>Legislative Program</b>	\$300
<b>Legal Services</b>	\$200
<b>Consultants (Treasurer, misc.)</b>	<u>\$100</u>
<b>TOTAL:</b>	<b>\$1,150</b>

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

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

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