



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 11, 2005

Ordinance 15236

Proposed No. 2005-0261.1

Sponsors Pelz

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement to provide \$1,572,000 in local
3 funding to the city of Seattle in exchange for \$1,654,737 in
4 Federal Transit Administration funding.

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STATEMENT OF FACTS:

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1. The city of Seattle ("the city") is currently planning and doing
9 preliminary engineering on a mass transportation project known as the
10 South Lake Union Streetcar project ("the streetcar project").

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2. The city was awarded Federal Transit Administration ("FTA") Section
12 5307 and Section 5309 grants for the streetcar project.

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3. The city needs locally generated funds to use as match to the FTA
14 grants to the streetcar project.

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4. King County Metro, a division of the county's department of

16

transportation, has locally generated revenues now allocated to projects

17 eligible for funding with FTA grants, and these locally generated revenues
18 are not currently being used as match for federal grants.

19 5. Providing local county funds to the city in exchange for a portion of the
20 city's FTA grant funds currently programmed to the streetcar project will
21 allow the city to proceed with implementation of the streetcar project.

22 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

23 SECTION 1. The King County executive is hereby authorized to enter into an
24 interlocal agreement, substantially in the form of Attachment A to this ordinance, with
25 the

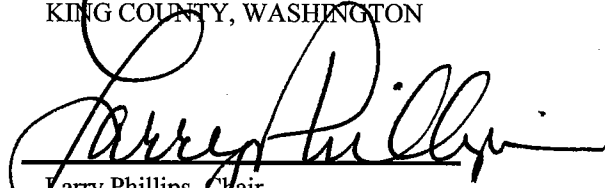
Ordinance 15236

26 city of Seattle to provide \$1,572,000 in local funding to the city in exchange for
27 \$1,654,737 in Federal Transit Administration funding.
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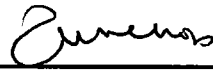
Ordinance 15236 was introduced on 6/6/2005 and passed by the Metropolitan King County Council on 7/11/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Irons

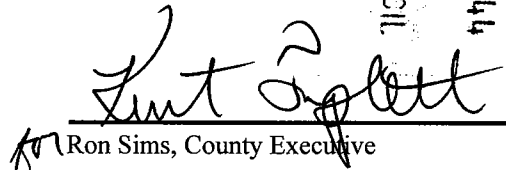
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 15th day of July, 2005.


for Ron Sims, County Executive

RECEIVED
2005 JUL 15 PM 3:44
CLERK
KING COUNTY COUNCIL

Attachments A. Memorandum of Agreement Between King County Metro and the City of Seattle Relating to Streetcar Planning Work

Memorandum of Agreement
between
King County Metro and the City of Seattle
Relating to
Streetcar Planning Work

This Agreement is made and entered into this ____ day of _____, 2005 between KING COUNTY, through its Department of Transportation, referred to herein as the "County", a home rule charter county of the State of Washington, and the City of Seattle, referred to herein as the "City".

WHEREAS, the City is currently planning and doing preliminary engineering on a mass transportation project known as the South Lake Union Streetcar project (herein referred to as "the Streetcar project"); and

WHEREAS, the City was awarded Federal Transit Administration (herein referred to as "FTA") Section 5307 and Section 5309 grants for the Streetcar project; and

WHEREAS, the City needs locally generated funds to use as match to the FTA grants to the Streetcar project; and

WHEREAS, King County Metro, a Division of the County's Department of Transportation, has locally generated revenues now allocated to projects eligible for funding with FTA grants, and these locally generated revenues are not currently being used as match for federal grants; and

WHEREAS, providing local County funds to the City in exchange for a portion of the City's FTA grant funds currently programmed to the Streetcar project will allow the City to proceed with implementation of the project;

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

SECTION 1. EXCHANGE OF FUNDS

- A. The City will provide the County with \$1,403,327 in FTA Section 5307 grants and \$251,410 in FTA Section 5309 (FG) grants, for a total of \$1,654,737 in federal funds. These FTA funds shall be from grants that have been programmed by the City for the Streetcar project.
- B. In exchange for the FTA grant funds, the County will provide the City with unencumbered local County funds in the amount of \$1,572,000 and these County funds are to be used solely for the Streetcar project. This amount is equal to the total of the FTA funding, less five percent. The County funds will provide local match to other grant funding secured by the City.

SECTION 2. TIMING OF FUND EXCHANGE

- A. When the grant funds are programmed for a County project in the TIP, the County will obligate the funds in an FTA grant as soon as possible. When the funds are obligated with the FTA, and FTA eligible costs have been identified for the grant funded County project, the County will draw the FTA funds from the federal treasury in accordance with FTA regulations and federal law.
- B. No later than 60 days following the County's receipt of \$1,654,737 in FTA grant funds from the federal treasury, the County will transmit \$1,572,000 in local County funds to the City. This amount represents \$1,654,737 less \$82,737, which constitutes a 5% administration cost for this type of fund exchange.

SECTION 3. COUNTY RESPONSIBILITY FOR MEETING FEDERAL GRANT REQUIREMENTS

The County assumes all responsibility for meeting federal grant requirements for the federal funding reprogrammed for the County's use.

SECTION 4. CITY'S USE OF LOCAL FUNDS

- A. The City hereby agrees it will use all local funds received in this exchange solely for the purpose of implementing the Streetcar project. The City may not use the local funds it receives under this agreement for any other project without the written consent of the County.
- B. If the Streetcar project is cancelled for any reason prior to the full expenditure of the local funds provided to the City under this agreement, the City hereby agrees to contact the County and provide documentation of the amount of unexpended local funds. At the County's discretion, the County may request return of any unexpended local funds in exchange for a like amount of FTA Section 5307 or Section 5309 funds.

SECTION 5 LEGAL RELATIONS

- A. This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. The employees of the party or individual providing paid or volunteer services to a party shall be considered the employees, volunteers, agents or representatives of that party and shall not be deemed, nor represent themselves, to be the employees, volunteers, agents or representatives of the other party.
- B. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement between the County and City.

- C. Each party shall be solely and completely responsible for all acts and omissions of its employees, volunteers and all other such persons acting on its behalf. The parties acknowledges that a party shall have no responsibility for overseeing or monitoring the performance of such persons acting on behalf of the other party.
- D. To the maximum extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party and its officers, employees and agents from and against all liabilities, claims, actions, lawsuits, damages, losses, costs and expenses (including reasonable attorneys' fees and court expenses) for all injuries to or death of any person, repayment of grant funds, infringement of any patent or copyright, and/or damage to any property occurring, directly or indirectly, from the indemnitor's performance or failure to perform under this Agreement, whether or not resulting from the negligence of the indemnitor, except to the extent such injuries, infringements or damages result from the indemnitee's negligence or willful misconduct. If (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City and the County or their respective contractor(s), employees, agents, or representatives, the indemnification of each party applies only to the extent of the negligence of that party, its contractor or employees, agents, or representatives. The indemnitor's obligations under this Section shall include, but not be limited to, claims and actions against the indemnitee and its officers, employees and agents by a volunteer to or an employee or former employee of the indemnitor, and the indemnitor expressly waives, as respects the indemnitee only and only for the limited purpose stated herein, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claims and actions.
- E. The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement.

SECTION 6. COMPLIANCE WITH LAWS

The City and the County shall comply with all applicable federal, state and local laws, regulations and grant agreements in performing under this Agreement.

SECTION 7. TERMINATION.

- A. This Agreement shall take effect upon its signing by both parties. Either party may terminate this Agreement in the event the other fails to perform a material obligation under this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice written of breach has been provided to such other party. Notice of termination of this Agreement shall be given by the party terminating this Agreement to the other party not less than thirty days (30) days

prior to the effective date of termination. The nonbreaching party shall also be entitled to bring an action at law or in equity to abate, prevent or enjoin any such breach, to recover monetary damages caused by such breach or to compel specific performance by the breaching party of its obligations under this Agreement, it being recognized that the beneficiaries of the each party's obligations hereunder cannot be adequately compensated by monetary damages in the event of a party's breach. No delay in enforcing the provisions hereof as to any breach shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or any similar breach thereof at any later time or times.

- B. Neither payment by a party nor performance by the other party shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

SECTION 8. RECORD KEEPING

The City and the County agree to keep accurate records of activities and expenditures relating to the Streetcar project. Either party shall have full access to and the right to examine and copy all documents and accounting records of the other party relating to expenditure and use of the funds that are the subject of this agreement.

SECTION 9. SUCCESSION.

This Agreement, together with all exhibits now or hereafter made a part, shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 10. ASSIGNMENTS.

Neither this Agreement nor any interest herein may be assigned by a party without the prior written consent of the other party.

SECTION 11. NOTICE REQUIREMENTS.

Any notice given under this Agreement shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the party to be notified shall have last directed in writing, or by serving said notice personally.

KING COUNTY: Transit General Manager
 : Department of Transportation – KS-TR-0415
 King Street Center
 201 S. Jackson Street
 Seattle, WA 98104-38565

