

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 22

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region authorizing a Contract for Regional Transit Project Support Services and Funding.

WHEREAS, 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 local 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 for the Pierce, King and Snohomish Counties region; 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, Pierce Transit has appropriated funding in its 1994 budget to support the RTP through staff services and funds; 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 grants as contemplated by grant agencies as soon as possible; and

WHEREAS, commitment of Pierce Transit staff 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, Pierce Transit recognizes that it is in the best interests of the citizens of this region to support from 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, BE IT RESOLVED by the Board of the Regional Transit Authority that the Contract for Regional Transit Project Support Services and Funding between the Regional Transit Authority and Pierce Transit substantially in the form of Exhibit A attached hereto is hereby approved, and the Chair of the Board is authorized to execute the Contract for and on behalf of the Authority.

ADOPTED by the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region this 27th day of May, 1994.

By  \_\_\_\_\_  
Chair of the Board

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

**Agenda Item: 8****Staff Contact:****Bob Gunter  
Legal Counsel****RESOLUTION NO. 22****Phone No.****623-7580****ACTION:**

Approve Resolution No. 22 authorizing a contract between Pierce Transit and the RTA to help fund and support the RTA's operations in 1994. This resolution would:

- Maintain the status quo of Pierce Transit staff support on HCT and commuter rail programs from federal, state and Pierce County sources consistent with the RTA's budget for 1994.
- Provide a means for adjusting staff support to the RTA (and related funding) due to vacancies, performance or different RTA needs.
- Provide \$100,000 toward support of the RTA's operations.
- Require reciprocal approvals of Pierce Transit and the RTA of expenditures which would disrupt either agency's budgets where they are mutually dependent.

**DISCUSSION:**

This contract is intended to assist the RTA and Pierce Transit in managing the transition of regional HCT and commuter rail planning responsibilities under the RTP to the RTA during 1994. The agreement would preserve the local match funding by Pierce Transit of staff dedicated to the RTA's programs and provide the RTA Board with up to \$100,000 in funds to support RTA activities. A similar type of agreement was executed with King County as authorized by Resolution No. 13 adopted January 28, 1994.

The agreement also commits Pierce Transit staff loaned full time to the RTA to be under the direction of the RTA Board while preserving their status as Pierce Transit employees to ensure no loss of benefits.

Since the RTA Board is in the process of determining what staff and other resources it needs to meet its statutory requirements and seeking additional sources of funding, future events cannot be predicted with certainty. Therefore, the contract provides for discussions between RTA, Pierce Transit and grant agencies to effect RFP staff and major budget adjustments which impact Pierce Transit's commitments.

**Other specific provisions in the resolution or contract:**

- The contract only deals with staffing and funding arrangements for 1994.
- The contract anticipates that the RTA will be the recipient of future HCT and commuter rail grants for the RTA area.
- The budget for support services and funding (Exhibit A) includes the funding already committed from SNO-TRANS and King County through similar interlocal agreements. The contract obligates the RTA to seek proportional and equitable funding in 1994 but does not mandate a particular result.

**BUDGET ISSUES:**

The contract commits Pierce Transit to advance \$100,000 during 1994 to support the RTA. The contract also obligates the RTA to use other fund sources to reduce the draw on local Pierce Transit funds to the maximum extent feasible. (Par. 1) The total funds committed to RTP and RTA purposes are consistent with the RTA's budgeting for 1994.

Funds advanced by Pierce Transit for RTA purposes in the form of cash or payment of salaries as outlined in Exhibits A and B will be considered interest free loans to the RTA pending a successful election. (Par. 5) If a ballot is never passed and the RTA is dissolved, the funds will be considered a grant. With a successful ballot, the RTA and King county will agree on an appropriate payment schedule over a three-year period and interest may agreed to be charged during that period. Similar loan/grant provisions were included in agreements with SNO-TRAN and King County.

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

WHEREAS, 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 local funds have supported a staff and consultant effort known as the Regional Transit Project (hereinafter "RTP") which was designed to prepare a regional transit system and financing plan as authorized by Chapters 81.104 and 81.112 RCW for the Pierce, King and Snohomish Counties region; and

WHEREAS, in accordance with Chapter 81.112 RCW, a Regional Transit Authority (hereinafter "RTA") was created in September 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, Pierce Transit has appropriated funding in its 1994 budget to support the RTP through staff services and funds; 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 as soon as possible; and

WHEREAS, the parties hereto agree that Pierce Transit staff and funding support previously utilized for the RTP should be committed to the RTA during the term of this Agreement to assist the RTA 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 Pierce Transit staff 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, Pierce Transit recognizes that it is in the best interests of the citizens of this region to support 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 PIERCE TRANSIT RESOURCES. It is the intent of the parties that certain funds appropriated in the 1994 Pierce Transit budget for the Executive Department and Development Department 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 are set forth in Exhibit A, attached hereto. To the maximum extent feasible, the RTA shall use state and federal grant funds for 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 Pierce Transit funds which are not yet appropriated or cause Pierce Transit to exceed its authorized appropriation for RTP purposes without approval of the Pierce Transit Board. Similarly, the Pierce Transit Board shall not act to reduce authorized appropriations for RTP purposes without approval of the RTA Board.

A portion of the local transit funds identified in Exhibit A, not to exceed one hundred thousand dollars (\$100,000), may be transferred from Pierce Transit to the RTA for its direct expenditure at such time in 1994 as may be mutually agreed by the Executive Director of Pierce Transit and the Executive Director of the RTA. The Pierce Transit support staff committed to the RTA program shall continue their services to the RTA throughout 1994. 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 Pierce Transit for its costs and expenditures under this Agreement, the RTA shall pass through such grant funds to Pierce Transit.

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 any Pierce Transit state and federal grants benefiting the RTA in order to reduce the use of Pierce Transit 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 Pierce Transit. The RTA agrees to seek proportional and equitable local funding contributions from the transit agencies in King and Snohomish Counties.

2. TRANSFER OF PIERCE TRANSIT FUNDS TO RTA ACCOUNT. The transfer of any funds to the RTA shall be subject to the following conditions:

A. Any local transit 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. 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.

B. The RTA agrees that if it makes application for or receives funds from other sources, it will inform Pierce Transit and will use such other funds first before requesting a transfer of funds from Pierce Transit 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.

3. USE OF PIERCE TRANSIT STAFF ON RTA WORK PROGRAM. Commencing January 1, 1994, and subject to the terms of this Agreement, staff employed by Pierce Transit as indicated in Exhibit B (hereinafter "RTA-dedicated staff") have been and shall be committed to the RTA on a full-time or part-time basis to perform RTP-related tasks.

A. Direction. RTA-dedicated staff may be placed in a loaned status to the RTA at the discretion of the RTA's Executive Director and Pierce Transit's Executive Director. Loaned staff shall be considered part of the RTP staff team. In the event of

vacancies on the loaned staff, authorized representatives from Pierce Transit 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. Loaned 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. Loaned staff shall continue as employees of Pierce Transit and retain all employee rights and benefits while so assigned to the RTA's work program. The salary and benefits, administrative expenses and facility support costs for the loaned staff shall be paid by Pierce Transit from funds budgeted 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 loaned staff position from commitment to the RTA work program. In such event, authorized representatives from Pierce Transit, the RTA and any federal or state agency previously funding the costs of such loaned staff 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 Executive Director of Pierce Transit, may request at any time that specific loaned staff be reassigned or that other Pierce Transit staff be assigned to the RTA if, in the opinion of the Board or the Executive Director, the performance of such specific loaned staff is not satisfactory or the RTA needs personnel with different skills or experience. Pierce Transit 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 work program may require other RTA-dedicated staff support from Pierce Transit. In the event Pierce Transit provides such staff support, Pierce Transit shall have the right to charge the actual cost of providing such support against the RTP budget as provided in Paragraph 5.

4. GRANT AGREEMENTS. Pierce Transit and the RTA agree to cooperate in any amendments to state or federal grant agreements necessary to implement this Agreement.



5. LOANS OR GRANTS. The local funds advanced from Pierce Transit 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 Pierce Transit 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.

Pierce Transit shall report quarterly to the RTA on the amount of local funds expended by Pierce Transit to be considered advanced to the RTA which shall include, but not be limited to, funds expended to provide staff, supplies, equipment and other support to employees, consultants and contractors of both the RTA and Pierce Transit engaged in RTP-related work.

6. 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 Pierce Transit 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 Pierce Transit and the RTA as independent municipal entities or to limit the powers and responsibilities of either the RTA or Pierce Transit 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 Pierce Transit Board.

7. 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.

8. INDEMNIFICATION AND INSURANCE. Although Pierce Transit staff and funds are being made available to the RTA under the terms of this Agreement, the RTA shall be responsible for the RTA work program. The RTA shall defend, indemnify and hold Pierce Transit harmless from any claims or suits for damages or injuries resulting from the negligent acts or omissions of Pierce Transit loaned 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 work applicable to Pierce Transit staff and RTA staff utilized on high capacity transportation and commuter rail planning efforts.

9. 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 Pierce Transit plan and operations. The RTA and Pierce Transit 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.

PIERCE TRANSIT

REGIONAL TRANSIT AUTHORITY

By \_\_\_\_\_  
Don S. Monroe, Executive Director

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

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

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

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

EXHIBIT A

CONTRACT FOR REGIONAL TRANSIT PROJECT  
SUPPORT SERVICES AND FUNDING BETWEEN  
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Potential 1994 Funding Sources:

	<u>(\$000's)</u>
<i>King County</i> <sup>2</sup>	
Local Transit Capital Program Funds <sup>1</sup>	\$ 2,250
State HCT Grant Funds - FY94	\$ 3,470
Federal FTA Grant Funds	<u>\$ 1,880</u>
Subtotal	\$ 7,600
<i>Snohomish County</i> <sup>2</sup> <i>(SNO-TRAN)</i>	
State HCT Grant Funds - FY94	\$245
<i>Pierce County</i> <sup>2</sup> <i>(Pierce Transit)</i>	
Local Transit Funds <sup>1</sup>	\$236
State HCT Grant Funds - FY4	<u>91</u>
Subtotal	\$327
<b>TOTAL</b>	<b>\$8,172</b>

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<sup>1</sup> 20% match requirement for State and Federal grants included in local transit funds.

<sup>2</sup> Availability of these funds subject to execution of interlocal agreements between the RTA and the local jurisdictions.

EXHIBIT B

CONTRACT FOR REGIONAL TRANSIT PROJECT  
SUPPORT SERVICES AND FUNDING BETWEEN  
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<u>RTA-Dedicated Staff</u>	<u>Job Title</u>	<u>Level of Commitment</u>
1	Special Assistant to the Executive Director	100%
2	Public Information Officer	80%
3	Senior Planner (Capital)	60%
4	Director of Development	30%
5	Service Planning Manager	20%
6	Long-Range and Capital Planning Manager	20%
7	Marketing Manager	15%
8	Senior Planner (Service)	15%
9	Administrative Assistant	15%
10	Assistant to the Executive Director	10%

