

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 38

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region authorizing the Executive Director to execute an interim employment contract for government relations work.

WHEREAS, a Regional Transit Authority ("RTA") has been created for the Pierce, King and Snohomish Counties region by action of their respective county councils pursuant to RCW 81.112.030; and

WHEREAS, the RTA Board has established a work program for 1994-95; and

WHEREAS, representation of the RTA's interests in Olympia with the Legislature and Executive Branch offices is an essential element in the achievement of the RTA's work program; and

WHEREAS, in late 1993, Mr. James Metcalf was retained as a consultant to provide short-term state government representation for the RTA after a competitive procurement process, such contract to expire in April, 1994; and

WHEREAS, on May 11, 1994, the Legislative Task Force ("LTF") of the RTA considered alternative methods of obtaining long-term state government representation, and directed staff to extend Mr. Metcalf's contract on a month-to-month basis after April, 1994 until a decision was reached on a longer-term arrangement; and

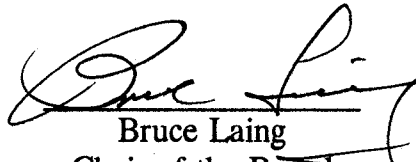
WHEREAS, on June 10, 1994, the LTF directed staff to pursue hiring Mr. Metcalf on an interim employment contract to provide state government representation for the RTA; and

WHEREAS, on August 12, 1994, the RTA Board adopted Resolution 32, establishing a retirement system for RTA employees;


NOW, THEREFORE, BE IT RESOLVED by the Board of the Regional Transit Authority as follows:

Section 1. The Executive Director is hereby authorized to execute the attached employment contract with James Metcalf to provide state government representation for the RTA.

Section 2. The Executive Director is hereby further authorized to amend the RTA's adopted 1994 and interim 1995 budgets appropriately to reflect this contract.


Bruce Laing
Chair of the Board

ATTEST:


Marcia Walker
Board Administrator

**MANAGER OF GOVERNMENT RELATIONS
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of September, 1994, by and between the Central Puget Sound Regional Transit Authority, hereinafter referred to as the "RTA" and Mr. James A. Metcalf, hereinafter referred to as the "Manager of Government Relations."

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Employment. The RTA hereby retains Mr. James Metcalf to serve as its Manager of Government Relations and Mr. Metcalf hereby agrees to assume the responsibilities of said position for the RTA subject to the terms and conditions of this Agreement. As Manager of Government Relations, Mr. Metcalf shall be responsible, under the Executive Director's direction, for organizing, directing and coordinating the RTA's state legislative program development, coordination and liaison functions.

1.1 The Manager of Government Relations shall devote his best efforts and energy to the performance of his duties and responsibilities hereunder to the exclusion of all other business activities, except personal business and investment activities that do not conflict or interfere with the performance of his duties under this Agreement.

1.2 As Manager of Government Relations, Mr. Metcalf shall spend, on average, a minimum of three-fourths of each work week and a minimum of eighty hours in any one month on services to the RTA. The RTA recognizes that Mr. Metcalf may work on legislative matters for other clients if such representation does not create any conflict with Mr. Metcalf's responsibilities to, or employment by, the RTA. If Mr. Metcalf is aware of any apparent, indirect or direct conflicts between service to the RTA and service to any current or proposed client of Mr. Metcalf, such conflicts shall be immediately discussed with the RTA's Executive Director who shall direct Mr. Metcalf on how to avoid or resolve such conflicts. If Mr. Metcalf assumes legislative responsibilities for any other clients while employed by the RTA, all services to and assignments for the RTA shall have priority.

1.3 The effective date of commencement of services for the RTA shall be October 1, 1994. The Manager of Government Relations shall at all times be subject to the direction of the Executive Director of the RTA and responsive to requests for assistance from RTA Boardmembers.

1.4 The Manager of Government Relations agrees to comply with all applicable local, state and federal laws and regulations in the performance of his assigned duties and responsibilities, including compliance with all state laws and regulations relating to legislative activities.

2. Compensation. As compensation for services rendered hereunder, the Manager of Government Relations shall receive a salary in 1994 and 1995 of \$5,000 per month. The RTA retains the right, but not the obligation, to increase the Manager of Government Relation's salary in 1995 based on performance.

3. Benefits.

3.1 The RTA will provide to the Manager of Government Relations medical and dental coverage commensurate with the health and dental plans for comparable positions within King County and as provided to other senior executive staff within the RTA. Participation in any such group plans will be subject to any eligibility requirements of the plans. Salaried employee benefit plans which may be hereafter approved by the RTA shall be available to the Manager of Government Relations in accordance with the RTA's compensation plans and policies for salaried employees as the same are amended from time to time.

3.2 The RTA will provide to the Manager of Government Relations a pension or retirement payment commensurate with the pension and retirement contributions for comparable positions within King County and as provided to other senior executive staff within the RTA. The RTA intends to establish a 401a program for employees of the RTA as a substitute for both the state retirement system and the federal social security retirement contributions. The Manager of Government Relations may participate at his election in either the 401a program or the state retirement system.

3.3 During the Manager of Government Relations' retention under this Agreement, he will be entitled to a paid vacation of four weeks per year, which we will be accruable if not used. In addition, the Manager of Government Relations will be granted holiday and personal leave days and sick leave commensurate with standard King County personnel policies.

3.4 Subject to negotiation of an agreement with the King County/Department of Metropolitan Services, the RTA will provide access to a vehicle and a Metro bus pass to be used for RTA business purposes. The RTA will secure and provide to the Manager of Government Relations bus passes for other public transit systems within the boundaries of the RTA for RTA business purposes.

3.5 On or before the second anniversary date of this Agreement in 1996, the Board will consider additional benefits for the Manager of Government Relations, including, but not limited to: RTA Board procured life and disability insurance; additional vacation and personal leave time; and commitment to an extended contract term or direct employment.

4. Moving and Transition Expenses. Recognizing that the Manager of Government Relations already resides in the Puget Sound area, the RTA shall have no obligation for any moving or transition expenses.

5. Future Efforts.

5.1 The Manager of Government Relations and the RTA agree to cooperate in every way possible to minimize personal tax impacts as a result of said allowances and benefits. Any mutually agreed adjustments in the Manager of Government Relations' benefits may be effected at any time by written agreement of the parties. The parties further agree to cooperate in good faith in any necessary amendments to this Agreement to ensure equity and fairness.

5.2 In the event there is a successful election on an RTA ballot proposition in 1995, the RTA and the Manager of Government Relations shall review the salary, title and scope of services for the position to determine if adjustments are necessary and in the best interests of the RTA.

6. Termination.

6.1 The RTA Board reserves the right by the Board or the Executive Director to terminate this Agreement for the convenience of the RTA and without cause. Such termination will result in a severance payment of two months' salary, provided the Manager of Government Relations dedicates such time as may be necessary and requested by the RTA during that two-month period to complete transition work. The Manager of Government Relations will be paid such severance amount in equal monthly installments unless otherwise requested by the Manager of Government Relations and agreed to by the Executive Director and the Board.

6.2 Termination for the Manager of Government Relations' convenience will only be effected upon ninety days prior written notice and will result in the payment of only one months' salary after the ninety days' service date. The Manager of Government Relations shall be entitled to salary earned during the ninety day period, but failure of the Manager of Government Relations to provide ninety days notice may be considered a breach of this Agreement by the Board and cause to forfeit the additional one month severance payment. The Manager of Government Relations may ask the Board for approval of a shorter period of notice.

6.3 The RTA also reserves the right to terminate this Agreement effective June 30, 1995, in the event there has not been a successful election on an RTA ballot proposition by that date. Such termination will result in a severance payment of two-month's salary.

6.4 The RTA reserves the right to terminate this Agreement for cause and such termination will not result in any severance. For the purposes of this Agreement, "cause" shall include (a) dishonesty; (b) willful refusal to follow the instructions or directions of the Executive Director; (c) illegal or immoral conduct; or (d) a material breach of the provisions of this Agreement; provided, however, that with respect to the causes set forth above, the Manager of Government Relations shall first have been given reasonable notice and a reasonable opportunity to remedy the acts or conditions complained of prior to the effective date of termination.

6.5 In the event of termination for convenience of either the RTA or the Manager of Government Relations, vacation that has accrued as of the effective date of termination will be paid in a lump sum within sixty (60) days of the effective date of such termination. No accrued vacation will be paid in the event of termination for cause by the RTA.

7. Support Services. The RTA will use its best efforts to supply an appropriate office and secretarial support convenient to RTA staff and operations. In lieu of such arrangements, the RTA will provide alternate office and secretarial support at such locations as may be designated by the RTA. In the event the RTA and the Manager of Government Relations concur in the need for an office or other special support services or facilities in Olympia during state legislative sessions, this Agreement may be amended as necessary to accommodate such special support.

8. Review of Agreement. The Manager of Government Relations acknowledges with the execution of this Agreement that he has carefully read its terms and agrees they are necessary for the reasonable and proper protection of the RTA's affairs, that the RTA has been induced to enter into this Agreement by the Manager of Government Relations' representations that he will abide by and be bound by each of the covenants and promises contained herein and that each and every covenant and promise is reasonable. The Manager of Government Relations acknowledges that he has been advised by the RTA that he is entitled to have this Agreement reviewed by counsel of his choice and has either done so or elected to forego such right.

9. Miscellaneous.

9.1 The failure of the RTA to insist upon strict adherence to any one or more of the covenants and promises in this Agreement, on one or more occasion, shall not be construed as a waiver, nor deprive the RTA of the right, to require strict compliance thereafter with the same.

9.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any provision of this Agreement which is found to be inconsistent with such governing law shall be deemed ineffective to the extent of such inconsistency, without invalidating the remaining provisions of this Agreement. The Manager of Government Relations hereby consents to the jurisdiction of the federal and state courts in Seattle, Washington, for any action concerning this Agreement.

9.3 The Manager of Government Relations' obligations under this Agreement are personal in nature and may not be assigned or transferred by the Manager of Government Relations without the comment of the RTA. However, the RTA specifically reserves the right to assign this Agreement to a successor, assign or transferee. In the event the RTA shall transfer or assign this Agreement, such transferee or assignee shall be entitled to enforce this Agreement in full.

9.4 This Agreement contains the entire agreement and understanding between the parties. This Agreement may be altered or modified only in writing in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the first date written above.

REGIONAL TRANSIT AUTHORITY

MANAGER OF GOVERNMENT
RELATIONS

By _____

Thomas G. Matoff
Executive Director

James A. Metcalf