

**REGIONAL TRANSIT AUTHORITY**

**RESOLUTION NO. 57**

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King and Snohomish Counties region authorizing a Contract for 1995 Support Services and Funding with 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 ("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 RCW 81.112.030, a Regional Transit Authority ("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 thereafter assumed responsibility for directing the further planning for the RTP; and

WHEREAS, by Resolution No. 22, adopted May 27, 1994, the RTA Board authorized a Contract for Support Services and Funding with Pierce Transit in calendar year 1994; and

WHEREAS, Pierce Transit has appropriated funding in the its 1995 budget to provide continued support for the RTP through staff services; and

WHEREAS, the RTA anticipates that it will be the recipient of future state grants to continue necessary planning for high capacity transportation services for the Pierce, King and Snohomish Counties region and anticipates that it will become the recipient of federal grants to continue necessary planning for commuter rail serving Pierce County citizens; and

WHEREAS, the RTA desires that Pierce Transit staff and support services previously utilized for the RTP should continue to be loaned to the RTA during 1995 to assist it in implementing a regional transportation system plan and to support the ongoing commuter rail

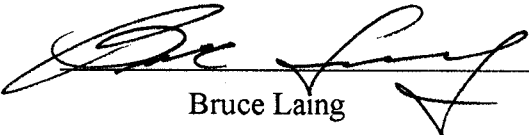
project under the terms and conditions of an appropriate agreement and applicable state and federal grants; and

WHEREAS, continued commitment of the Pierce Transit staff during 1995 to work on the RTA's planning 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, the RTA recognizes that it is in the best interests of the citizens of this region to secure support from Pierce Transit during calendar year 1995 through staffing commitments as the RTA continues its planning and public involvement efforts, submits a ballot proposition for voter consideration and, if necessary taxes are authorized, proceeds to implement of the Regional Transit System Master Plan;

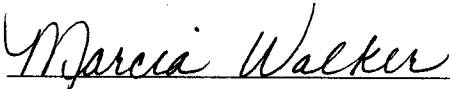
NOW, THEREFORE, BE IT RESOLVED by the Board of the Regional Transit Authority that the Contract for 1995 Regional Transit Project Support Services and Funding between the Regional Transit Authority and Pierce Transit, substantially in the form of Exhibit A attached hereto, is hereby approved, and the Chair of the Board is authorized to execute said 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 at a regular meeting thereof held on the 10th day of February, 1995.



Bruce Laing  
Chair of the Board

ATTEST:



Marcia Walker  
Board Administrator

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 ("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, pursuant to RCW 81.112.030, the Regional Transit Authority ("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 thereafter assumed responsibility for directing the further planning for the RTP; and

WHEREAS, by Resolution No. 22, adopted May 27, 1994, the RTA Board authorized a Contract for Support Services and Funding with Pierce Transit for calendar year 1994; and

WHEREAS, Pierce Transit has appropriated funding in its 1995 budget to provide continued support for the RTP through staff services; and

WHEREAS, the RTA will be the recipient of future state grants to continue necessary planning for high capacity transportation services for the Pierce, King, and Snohomish Counties region and anticipates that it will become the recipient of federal grants to continue necessary planning for commuter rail including service to Pierce County citizens; and

WHEREAS, the RTA desires that Pierce Transit staff and support services previously utilized for the RTP should continue to be loaned to the RTA during 1995 to assist it in implementing a regional transportation system plan and to support the ongoing commuter rail project under the terms and conditions of an appropriate agreement and applicable state and federal grants; and

WHEREAS, continued commitment of the Pierce Transit staff during 1995 to work on the RTA's planning 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, both parties recognize that it is in the best interests of the citizens of this region for the RTA to secure support from Pierce Transit during calendar year 1995 through staffing commitments as the RTA continues its planning and public involvement efforts, submits a ballot proposition for voter consideration and, if necessary taxes are authorized, proceeds to implement of the Regional Transit System Master Plan;

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 1995 Pierce Transit budget for the Executive Department and Development Department be utilized to support the RTA's efforts in 1995 to implement planning 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.

The Pierce Transit support staff committed to the RTA program shall continue their services to the RTA during the first six months of 1995 and may continue such services during the remainder of 1995 upon the mutual agreement of the parties. 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 in 1995 shall be subject to a separate agreement between the parties and 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, 1995, 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 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.

Representatives from the RTA and Pierce Transit shall meet prior to May 31, 1995, to review the status and need for loaned staff services to the RTA during the last six months of 1995.

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. Any 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 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, 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, 1995, 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 of 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 agrees that its obligations under this section extend to claims made by Pierce Transit and RTA employees, whether made against the RTA or against Pierce Transit or both. For purposes of defending and indemnifying Pierce Transit only, and by mutual negotiation, the RTA hereby waives any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. The RTA shall use its best efforts to obtain appropriate comprehensive general 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 agreement may be required to fully fund the development of the RTA's system plan and to insure its coordination with Pierce Transit plans and operations. The RTA and Pierce Transit commit to negotiate such amendments and agreements in a good

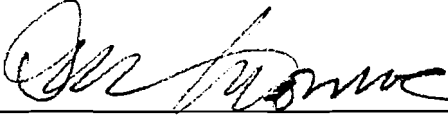


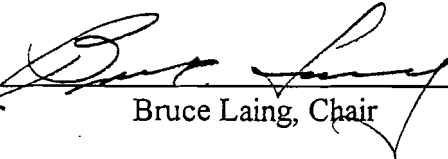
faith and timely manner as the RTA continues its planning and completes the steps necessary to present a ballot proposition for voter consideration in 1995.

10. RESULTS OF THE ELECTION. In the event of a vote during 1995 on a ballot proposition authorizing taxes to support elements of the RTA's adopted system plan, representatives of the RTA and Pierce Transit shall confer within thirty (30) days thereafter to determine what, if any, adjustments should be made in the staffing and funding support of the RTA as provided in this Agreement. The Executive Director of the RTA and the Executive Director of Pierce Transit are hereby authorized to implement such adjustments in the funding arrangements and to arrange for the transfer or release of employees on such terms and conditions as may be in the best interests of the RTA and Pierce Transit consistent with directions from the parties' governing bodies, approved budgets, personnel policies and other legal requirements of the parties.

PIERCE TRANSIT

REGIONAL TRANSIT AUTHORITY

By   
Don S. Monroe, Executive Director

By   
Bruce Laing, Chair

Dated: Feb. 24, 1995

Dated: February 27, 1995

Attest:

Attest:

  
Clerk of the Board

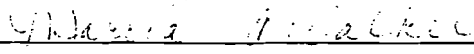
  
Board Administrator

EXHIBIT A

SUMMARY OF ESTIMATED PIERCE TRANSIT  
EXPENDITURES FOR RTA ACTIVITIES  
1995

		Estimated 1st Qtr	Estimated 2nd Qtr	Estimated Jan - June
Salary and Benefits Total	3.35 FTE	87,000	87,000	174,000
Expenses Total		30,000	20,000	50,000
Grand Total		117,000	107,000	224,000

EXHIBIT B

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

<u>RTA-Dedicated Staff</u>	<u>Job Title</u>	<u>Level of Commitment</u>
1	Special Assistant to the Executive Director	80%
2	Public Information Officer	80%
3	Senior Planner (Capital)	60%
4	Director of Development	30%
5	Service Planning Manger	20%
6	Capital and Long-Range Planning Manager	20%
7	Marketing Manager	10%
8	Senior Planner (Capital)	20%
9	Administrative Assistant	5%
10	Assistant to the Executive Director	10%