



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 10, 2006

Ordinance 15539

Proposed No. 2006-0258.1

Sponsors Patterson

1 AN ORDINANCE relating to the South King County Area
2 Transportation Board authorizing the executive to enter
3 into an agreement for its continuation and committing to
4 King County staff support through 2008.

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6

7 **STATEMENT OF FACTS:**

- 8 1. King County and the cities in King County have a long history of
9 multijurisdictional transportation planning and have found that benefits
10 can be achieved by multijurisdictional coordination, including a
11 cooperative approach to planning, financing and construction of needed
12 transportation improvements.
- 13 2. The King County Public Transportation Long Range Policy
14 Framework, adopted in 1993, divided Metro transit service into three
15 geographic subareas for the purpose of allocating new transit subsidy, and
16 the Six-Year Transit Development Plan, adopted in 2002, calls for the
17 three subarea transportation boards, the Eastside Transportation

18 Partnership, the South County Area Transportation Board ("SCATBd")
19 and the SeaShore Transportation Forum, to review, to refine and to
20 recommend service priorities to the King County executive.

21 3. SCATBd has functioned as a board since 1990 providing input on
22 various transportation projects and policies.

23 4. Sound Transit also relies on the three subarea transportation boards to
24 review and recommend modifications to Sound Move Plan
25 implementation-related services and projects, and to participate in
26 development of Sound Transit Phase II high capacity transit development
27 efforts.

28 5. It is expected that SCATBd will continue to provide valuable input on
29 numerous planning and implementation decisions.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. King County approves the agreement in substantially the form
32 attached to this ordinance, for the South County Area Transportation Board. The
33 agreement:

34 A. Commits to continued staff support for its continuation through 2008;

35 B. Confirms its responsibilities for King County, including providing policy
36 direction for the subarea on the following issues:

37 1. Development of the Six-Year Transit Development Plan;

38 2. Implementation of transit service priorities; and

39 3. Additional transportation recommendations called for by the board;

40 C. Acknowledges that Sound Transit considers the SCATBd forum and other
41 subarea transportation boards as information sharing forums for Sound Transit, and
42 specifically requires consideration of subarea board approval of changes to the Sound
43 Move Plan as one of six criteria in making a determination about changes;

44 D. Acknowledges that other transportation agencies may use their boards as tools
45 for sharing information and gathering input; and

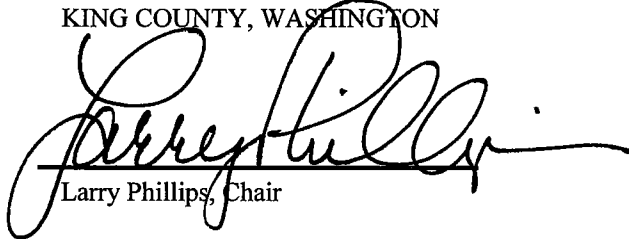
46 E. Allows for the addition of new members and consideration of additional

47 transportation issues as determined by SCATBd and authorizes the executive to enter into
48 this agreement to further the purpose of this board.
49

Ordinance 15539 was introduced on 6/12/2006 and passed by the Metropolitan King County Council on 7/10/2006, by the following vote:

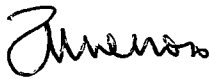
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13 day of July, 2006.



Ron Sims, County Executive

Attachments A. Agreement for the South County Area Transportation Board

RECEIVED
2006 JUL 19 AM 8:34
CLERK
KING COUNTY COUNCIL

**AGREEMENT
for the
SOUTH COUNTY AREA TRANSPORTATION BOARD**

Parties to Agreement

| | |
|-----------------------|--|
| City of Algona | Pierce Transit |
| City of Auburn | Port of Seattle |
| City of Black Diamond | Puget Sound Regional Council |
| City of Burien | Sound Transit |
| City of Covington | Transportation Improvement Board |
| City of Des Moines | Washington State Department of Transportation |
| City of Enumclaw | |
| Muckleshoot Tribe | |
| City of Federal Way | |
| King County | |
| City of Kent | |
| City of Maple Valley | |
| City of Milton | |
| City of Normandy Park | |
| City of Pacific | |
| City of Renton | |
| City of SeaTac | |
| City of Tukwila | |

Transmitted to participating members on October 28, 2005.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the

CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park"; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; the PORT OF SEATTLE, hereafter called the "Port of Seattle"; PIERCE TRANSIT, hereafter called "Pierce Transit"; the MUCKLESHOOT TRIBE; and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT."

WHEREAS, South King County has a history of multi-jurisdictional transportation planning dating back to the late 1970's including the Green River Valley Transportation Action Plan (GRVTAP), which was a multi-jurisdictional effort coordinated by the Puget Sound Council of Governments (now Puget Sound Regional Council) and involving King County, the Washington State Department of Transportation, (WSDOT) and the cities of Auburn, Kent, Renton and Tukwila; and

WHEREAS, each of the jurisdictions in the South King County area has experienced significant population growth and economic development in the last decade, and projects continued growth and development in the future; and

WHEREAS, the enormous cost of many of the needed transportation improvements and their importance to South King County as a whole demonstrate the need for a cooperative approach to the planning, financing and construction of these improvements; and

WHEREAS, King County, WSDOT and the South King County cities of Auburn, Des Moines, Kent, Renton, Tukwila, SeaTac, Burien, Federal Way, Algona, Pacific, Milton, Normandy Park, Enumclaw, and Black Diamond in 1992 recognized that a cooperative approach to the transportation problems would facilitate application of the South King County jurisdictions for funding from the State of Washington and the United States, and in recognition of this, formed the South County Area Transportation Board (SCATBd) to serve as a central forum for solving transportation issues affecting the South County area jurisdictions, and were later joined by the new cities of Maple Valley and Covington; and the Muckleshoot Tribe.

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, calls for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend modifications to Sound Move Plan implementation related services and projects, and to participate in future phase high capacity transit development efforts.

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

1.0 Purpose of Agreement

The purpose of the Agreement is to identify the voting and non-voting members of the South County Area Transportation Board (SCATBd), and provide for the continuation of the SCATBd as the South King County forum for information sharing, consensus building and coordinating to resolve transportation issues.

2.0 Role of SCATBd

The SCATBd is the forum established for the South County subarea of King County (Exhibit 1) at which elected officials may provide input into the following decisions, and such other transportation-related issues as the members determine:

- Recommendations for the Safe, Accountable, Flexible, Efficient Transportation Equity Act-Legacy for Users (SAFETEA-LU) regional project identification and Countywide project selection
- Development of the King County Metro Six Year Transit Development Plan, and implementation of transit service priorities
- Recommendations to Sound Transit as it plans and implements projects and services.
- Coordination with the Eastside Transportation Partnership and the SeaShore Transportation Forum on countywide and regional transportation issues.

3.0 Voting and Non-Voting Members

3.1. The members of SCATBd and their voting rights shall be as follows:

| MEMBERS | NUMBER OF REPRESENTATIVES | VOTING |
|---------------|---------------------------|--------|
| Algona | 1 | Yes |
| Auburn | 1 | Yes |
| Black Diamond | 1 | Yes |
| Burien | 1 | Yes |
| Covington | 1 | Yes |
| Des Moines | 1 | Yes |
| Enumclaw | 1 | Yes |
| Federal Way | 1 | Yes |
| King County | 2 | Yes |
| Kent | 1 | Yes |
| Maple Valley | 1 | Yes |

| | | |
|---|---|------|
| Milton | 1 | Yes |
| Muckleshoot Tribe | 1 | Yes |
| Normandy Park | 1 | Yes |
| Pacific | 1 | Yes |
| Renton | 1 | Yes* |
| SeaTac | 1 | Yes |
| Tukwila | 1 | Yes |
| Port of Seattle | 1 | No |
| Puget Sound Regional Council | 1 | No |
| Sound Transit | 1 | No |
| Pierce Transit | 1 | No |
| Transportation Improvement Board | 1 | No |
| Washington State Department of Transportation | 1 | No |

3.2 The "South King County" subarea is recognized as one of three subareas in King County providing input for Metro Transit and Sound Transit decisions allocating service or capital resources. The South County Area Transportation Board is established as the body responsible for making recommendations on these issues. The City of Renton is located in the East King subarea for Sound Transit decisions. For actions relating to Sound Transit issues, only those jurisdictions in the "South King County" subarea shall vote.

3.3 Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition SCATBd for membership. The number of SCATBd representatives and the status of new members shall be determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

3.4 Private sector groups that represent the South County may be added as nonvoting members in SCATBd as determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

4.0 SCATBd Operations

4.1 Each member city shall be entitled to one position on the Board. King County shall be entitled to two positions, one for the King County Executive, and one for a King County Councilmember representing the South King County area. The Port of Seattle, PSRC, TIB, Pierce Transit, Sound Transit and WSDOT shall be entitled to one position each. Each member shall appoint one representative and one alternate to the Board, each for one-year terms. For the County and cities, the representative shall be an elected official; the alternate may be an elected official or high level staff member.

4.2 The Board will be responsible for overall program direction, approving Technical Advisory Committee (Section 5.2) recommendations, and on-going communication with the governing body of each member jurisdiction.

4.3 A majority of the voting representatives shall constitute a quorum of the Board, which shall be required to conduct business. The Board shall act by majority vote of the quorum. The

Board may establish its own bylaws and rules of procedure, and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of the Agreement, and modifications to such bylaws and rules will not alter this Agreement.

4.4 The Chair and Vice-Chair shall be elected by a majority of the voting representatives on the SCATBd, and each shall be one of the representatives of the county or a member city. The Chair and Vice Chair shall serve a term of one year from the January meeting.

4.5 The Chair and Vice Chair shall conduct the SCATBd activities within adopted procedures and guidelines. They are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of SCATBd.

4.6 With a simple majority, the SCATBd can adopt resolutions in support of member jurisdictions or activities in the region, authorize studies, and approve correspondence or request information.

5.0 Committees

5.1. The Board may establish such committees as are necessary to carry out its purpose including but not limited to a Technical Advisory Committee as described below.

5.2. Each member jurisdiction or agency shall appoint an appropriate department director or division manager to the Technical Advisory Committee (TAC). The City of Seattle, Pierce County, the City of Tacoma, and Pierce Transit may appoint similar level staff to the TAC. Other jurisdictions, agencies, or groups may be added as determined by the Board. The TAC shall provide technical assistance as requested by the Board and shall advise the Board of emergent transportation issues for the Board's consideration. To the extent possible, existing technical or other work groups with which South County jurisdictions are participating should be used. South County area staff could, if necessary, form a subarea caucus for the purpose of assisting in bringing issues to the Technical Advisory Committee or the Board.

6.0 Lead Agency

King County shall provide general administrative and program support for the SCATBd and will be the Lead Agency for the purposes of coordination and receipt of any funds or contract administration. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.0 Member Agency Staff Support

Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SCATBd.

8.0 Work Program

The SCATBd may undertake activities consistent with its purposes and shall prepare an annual work program for the following year and progress report on the year just completed for submittal to its members.

9.0 Financing and Cost Sharing Guidelines:

9.1 SCATBd Yearly Dues – Each member city with a population above 30,000 shall contribute \$75.00 annually to remain members in good standing. Each member city with a population below 30,000 shall contribute \$50.00 annually to remain members in good standing. The designated Lead Agency shall not be required to pay yearly dues. This revenue shall be used for special events, public education, or other expenses authorized by SCATBd.

9.2 The following guidelines shall generally apply:

(1) Annual Review of Financing: The Forum shall determine by June 30 of each year whether an additional financial contribution will be requested of the Board jurisdictions and agencies.

(2) Voting Members: Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Board. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.

(3) Non-voting Members: The member agencies shall not be expected to make a direct funding contribution.

(4) Modification to Agreement Required: A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any dues or other payments to SCATBd but shall make any contributions required to be paid to other parties under this Agreement for costs, which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein, or remain as a non-voting member.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2008, unless terminated earlier or extended in accordance with Section 17.0. If all parties desire to extend this Agreement beyond December 31, 2008, they shall execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2010.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties but one terminate, that one party cannot represent itself as SCATBd. If all parties desire to terminate this Agreement, they shall execute a Declaration of Termination. Any remaining funds shall be refunded to the parties to this Agreement according to Section 14.0.

13.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 12.0, any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 12.0, any unexpended and uncommitted funds shall be distributed, based on the two tiered population contribution guidelines outlined in Section 9.0, among the contributing parties at the time of termination.

15.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

16.0 Legal Relations

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other parties and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the indemnifying party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

17.0 Entirety and Modifications

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

This Agreement may be modified or extended only by written instrument signed by all parties hereto.

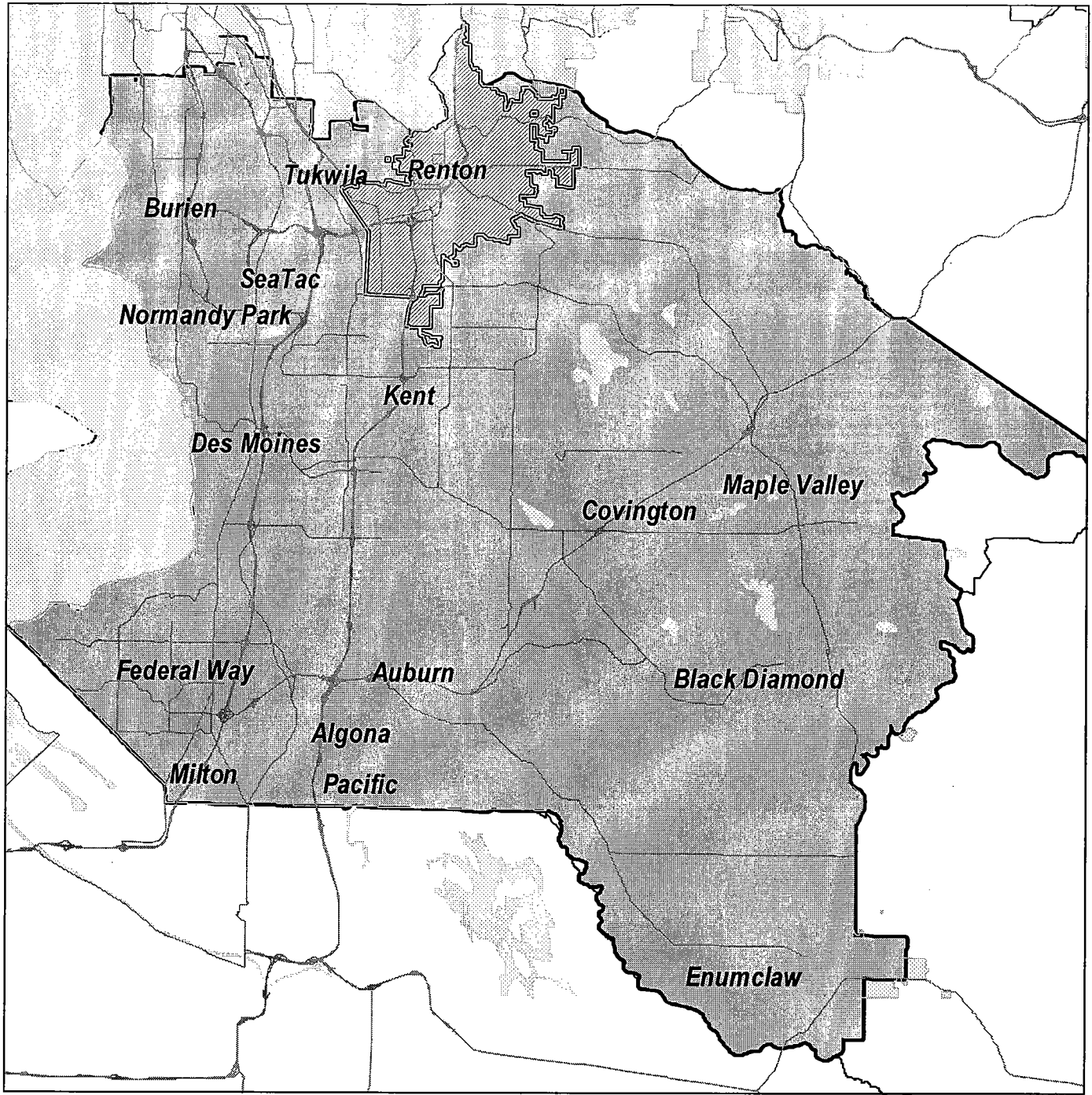
18.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of whom shall be an original.

Signature Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

| | | |
|---|---|---|
| CITY OF ALGONA By _____ Date _____ | KING COUNTY By _____ Date _____ | CITY OF TUKWILA By _____ Date _____ |
| CITY OF AUBURN By _____ Date _____ | CITY OF KENT By _____ Date _____ | PIERCE TRANSIT By _____ Date _____ |
| CITY OF BLACK DIAMOND By _____ Date _____ | CITY OF MAPLE VALLEY By _____ Date _____ | PORT OF SEATTLE BY _____ Date _____ |
| CITY OF BURIEN By _____ Date _____ | CITY OF MILTON By _____ Date _____ | PUGET SOUND REGIONAL COUNCIL By _____ Date _____ |
| CITY OF COVINGTON By _____ Date _____ | CITY OF NORMANDY PARK By _____ Date _____ | SOUND TRANSIT By _____ Date _____ |
| CITY OF DES MOINES By _____ Date _____ | CITY OF PACIFIC By _____ Date _____ | TRANSPORTATION IMPROVEMENT BOARD By _____ Date _____ |
| CITY OF ENUMCLAW By _____ Date _____ | CITY OF RENTON By _____ Date _____ | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION By _____ Date _____ |
| CITY OF FEDERAL WAY By _____ Date _____ | CITY OF SEATAC By _____ Date _____ | MUCKELSHOOT TRIBE By _____ Date _____ |



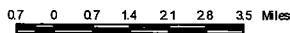
South County Area Transportation Board (SCATBd)

2003

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November 13, 2002



ReName: US 101000101



King County

Legend

- Streets - Principal Arterials
- Streets - Freeways
- SCATBd
- SCATBd & ETP
- Incorporated Area