



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Transportation District

*Councilmembers: Larry Phillips, Chair;
Rod Dembowski, Reagan Dunn, Larry Gossett, Jane Hague,
Kathy Lambert, Joe McDermott, Dave Upthegrove, Pete von Reichbauer*

3:00 PM

Monday, February 24, 2014

Room 1001

SPECIAL MEETING

1. **Call to Order**

2. **Roll Call**

Discussion and Possible Action

3. **Election of chair and vice-chair and executive committee members**

4. TD Resolution No. TD2014-01 **page 4**

A RESOLUTION adopting the bylaws for the King County Transportation District.

5. **Election of executive committee members**

6. TD Resolution No. TD2014-02 **page 9**

A RESOLUTION relating to indemnification and defense of the board of the King County Transportation District from claims against their performance of statutorily-required duties for the district.



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).
TDD Number 206-1024.*

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



7. TD Resolution No. TD2014-03 **page 15**

A RESOLUTION of the King County transportation district relating to financing transportation improvements; submitting a ballot measure regarding transportation funding to the qualified electors of the King County transportation district at a special election to be held on April 22, 2014, and submitting a proposition to district voters to authorize the district to fix and impose a one-tenth of one percent sales and use tax within the district and a sixty dollar vehicle fee on all vehicles within the district to finance transportation improvements; requesting that the King County prosecutor prepare a ballot title for the proposition; and appointing committees to prepare the pro and con statements for the local voters' pamphlet.

Public Hearing Required

8. TD Resolution No. TD2014-04 **page 17**

A RESOLUTION authorizing the chair of the King County Transportation District board to execute an interlocal agreement with King County related to the county providing services to the District related to the initial administrative and operational needs of the District.

9. **Adjournment**



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 21, 2014

TD Resolution

Proposed No. TD2014-01.1

Sponsors

1 A RESOLUTION adopting the bylaws for the King
2 County Transportation District.

3 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
4 COUNTY TRANSPORTATION DISTRICT:

5 SECTION 1. Findings: In Ordinance 17746, adopted on February 10, 2014, the King
6 County Council established the King County Transportation District to fund, acquire, construct,
7 operate, improve, provide, maintain and preserve transportation improvements as permitted by
8 chapter 36.73 RCW.

9 SECTION 2. The bylaws of the King County Transportation District, Attachment A to this
10 resolution, are adopted.

11

KING COUNTY TRANSPORTATION
DISTRICT
KING COUNTY, WASHINGTON

, Chair

ATTEST:

Anne Noris, Clerk of the Council

Attachments: A. Bylaws of the King County Transportation District

KING COUNTY TRANSPORTATION DISTRICT RULES AND OPERATING PROCEDURES

Section 1 Purpose.

The purpose of this resolution is to establish rules and operating procedures for the King County Transportation District.

Section 2 Definitions.

A. "Board" means the Board of Supervisors of the King County Transportation District ("KCTD"), which constitutes the governing body of the KCTD. The members of the Board shall be the Metropolitan King County councilmembers, acting ex officio and independently.

B. "District's clerk" shall be the Metropolitan King County council clerk, acting ex officio.

C. "Executive Committee" means the executive committee of the KCTD, consisting of four members of the Board who are elected by the members of the Board.

D. "Legislation" means a "resolution".

E. "Resolution" means legislation that has the force of law.

Section 3 Officers.

A. The chair of the Board shall be elected by the members of the Board. The chair of the Board may appoint another member of the Board to preside at a Board meeting.

B. The chair of the Board shall preside at Board meetings, sign resolutions and other documents on behalf of the Board and perform such other duties as are commonly associated with that office.

C. The vice-chair of the Board shall be elected by the members of the Board. The vice-chair shall act in the absence of the chair.

D. The chair and the vice-chair shall serve at the pleasure of the Board for a term of one year, unless decided otherwise by the Board and until successors are chosen.

Section 4 Executive Committee.

A. The Executive Committee shall consist of four members of the Board, elected by the members of the Board. One of the Executive Committee positions shall be designated as the “unincorporated area” Executive Committee position and shall BE filled by a board member whose King County council district includes areas of unincorporated King County.

B. The Executive Committee members shall serve at the pleasure of the Board for a term of one year, unless decided otherwise by the Board and until successors are chosen.

C. On behalf of the Board, the Executive Committee may take the following actions and perform the following functions:

1. Approve contracts for goods and services up to \$100,000;
2. Review and recommend capital projects to the Board;
3. Develop and approve staffing and personnel policies related to the administration of the KCTD and
4. Oversee and administer the daily administration of the KCTD.

D. At the first meeting of each year, the Executive Committee shall elect a chair and a vice-chair of the Committee, who shall serve for a term of one year or until their successors are elected.

E. The chair of the Executive Committee:

1. Shall preside at Committee meetings and perform such other duties as are commonly associated with that office, and
2. May approve contracts for goods and services that are up to \$20,000 in amount and that are included in the KCTD’s budget and work program. After approval of such a contract, the agenda for the next Executive Committee meeting shall contain an agenda item for the contract and at the meeting the chair of the Executive Committee or designee shall give a report regarding the contract.

F. The Executive Committee shall reflect the geographic diversity of the KCTD.

G. The vice-chair shall perform the duties of the chair in the chair’s absence.

H. The chair or the vice-chair of the Executive Committee may be removed by simple majority vote of the total membership of the Executive Committee. If the chair or the vice-chair of the Executive Committee is removed, the Executive Committee shall elect a successor as provided herein.

I. If any decision of the Executive Committee is not unanimous, the decision shall be forwarded to the Board for final decision at the request of any member who voted against the decision.

Section 5 Meetings.

A. The regular meetings of the Board shall be held at 1:30 p.m. on the third Monday of April, July and October of each year. The regular location of Board meetings shall be the King County Council Chambers, 10th floor King County Courthouse, Seattle, Washington 98104.

B. The regular meetings of the Executive Committee shall be held at 1:30 pm on the second Wednesday of each month. The regular location of the Executive Committee meetings shall be the Southwest Conference Room, 12th floor King County Courthouse, Seattle, Washington 98104.

C. Special meetings of the Board or the Executive Committee may be called by their respective chairs or as provided in RCW 42.30.080.

D. The Board and the Executive Committee shall comply with the Open Public Meetings Act, Chapter 42.30 RCW. Any member of the Board may attend a meeting of the Executive Committee.

E. Meetings of the Executive Committee and the Board shall be clerked by the District's clerk.

Section 6 Executive Committee and Board Action.

A. A quorum of the Board shall consist of five members. A quorum of the Executive Committee shall consist of three members.

B. All actions of the Board shall be by simple majority vote of those present. All actions of the Executive Committee shall be simple majority vote of those present; provided that if only two members of the Executive Committee are present, the Executive Committee may act by unanimous vote of the two members and written concurrence in that vote by a third member of the Executive Committee, which concurrence shall be filed with the Clerk of the Board by the close of the second business day after the vote.

C. Members of the Board and Executive Committee must be present to vote on a matter before the Board or Executive Committee, except as provided in subsections B and D of this section.

D. At any meeting of the Board involving a tax vote, members of the Board may attend and vote by teleconference, i.e. use of oral

electronic communication devices such as telephone, conference call or internet audio, provided that:

1. No more than two members of the Board may attend and vote by teleconference, except as may be provided for by Section 8.A.
2. The teleconference technical connection for the meeting must allow the Board member to hear and to be heard by other Board members and the public; and
3. The Board member must provide six hours notice before the meeting to the Clerk of the Board, or the Clerk's designee.

E. All actions of the Board or Executive Committee shall be recorded in the minutes, copies of which shall be distributed to each member of the Board or Executive Committee.

Section 7 Board Resources.

A. The Board shall determine and provide for staff and other resources required to assist the Board and the Executive Committee in performing their duties.

Section 8 Miscellaneous.

A. The rules of the Metropolitan King County Council as contained in K.C.C. chapter 1.24 or, where those rules are silent, the rules contained in the 2000 edition of Robert's Rules of Order Newly Revised 10th edition shall govern the Board and Executive Committee in all cases in which they are reasonably applicable and not inconsistent with this resolution.

B. The Board may revise these rules and operating procedures at any regular or special meeting by majority vote.

ADOPTED by the King County Transportation District this _____ day of February 2014.

Chair of the Board

ATTEST:

Clerk

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KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

February 21, 2014

TD Resolution

Proposed No. TD2014-02.1

Sponsors

1 A RESOLUTION relating to indemnification and defense
2 of the board of the King County Transportation District
3 from claims against their performance of statutorily-
4 required duties for the district.

5 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING COUNTY
6 TRANSPORTATION DISTRICT:

7 SECTION 1. Definitions.

8 For purposes of this resolution, the following words shall have the following meanings
9 unless the context indicates otherwise:

10 A. "Claim" means a claim or lawsuit.

11 B. "Boardmember" means any person who is serving or has served on the board of the
12 King County Transportation District.

13 SECTION 2. Findings:

14 A. The members of the King County Council, by virtue of their office, are required by
15 statute, RCW 36.73.120(3), to be ex-officio members of the board of the King County
16 Transportation District ("the District").

17 B. The District desires to avail itself of the rights afforded municipal corporations under
18 RCW 4.96.041 to protect its boardmembers against claims arising out of their performance,
19 purported performance or failure of performance in good faith of their duties for the District.

20 SECTION 3. Legal representation:

21 The District shall provide to a boardmember such legal representation as may be
22 reasonably necessary to defend any claim filed against the boardmember, arising out of the
23 performance, purported performance or failure of performance in good faith of duties for the
24 District. This legal representation shall be a condition of service for the District and shall be
25 provided by the District's legal counsel or designee, except as may be provided under an
26 insurance policy or self-insurance or joint insurance program.

27 SECTION 4. Exclusions - Determination of representation:

28 A. This resolution shall not apply to any dishonest, fraudulent, criminal or malicious act,
29 to any act outside the scope of service, to any lawsuit brought by or on behalf of the District or to
30 any accident, occurrence or circumstance in which the District or a boardmember is insured
31 against loss or damages under the terms of an insurance policy or self-insurance or joint insurance
32 program.

33 B. The District's legal counsel shall determine whether a boardmember was performing
34 duties for the District in good faith, and whether a boardmember committed a dishonest,
35 fraudulent, criminal or malicious act. The boardmember may appeal such determination to the
36 board of the District.

37 SECTION 5. Payment of claims - Conditions of representation:

38 At the request of a boardmember, the District’s legal counsel or designee shall investigate
39 and defend a claim which is covered by this resolution. If that claim is deemed by the District’s
40 legal counsel or designee to be a proper claim against the boardmember, the claim shall be paid
41 by the District as long as the following requirements are met:

42 A. As soon as practicable after receipt of notice of a claim, the boardmember shall give
43 the District’s legal counsel notice of the claim, specifying the names of the boardmember
44 involved, the date, time, place and circumstances surrounding the incident or conduct giving rise
45 to the claim, the names and addresses of all persons allegedly injured, the names and addresses of
46 owners of allegedly damaged property and the names and addresses of all witnesses;

47 B. The boardmember shall cooperate with the District’s legal counsel or designee and,
48 upon request, shall assist in making settlements of any lawsuits and in enforcing any claim for
49 subrogation against any persons or organizations that may be liable to the District because of any
50 damages or losses arising from the incident or conduct; and

51 C. The boardmember shall attend interviews, depositions, hearings and trials as
52 requested and assist in securing and giving evidence and obtaining the attendance of witnesses.

53 If the District’s legal counsel determines that a claim against a boardmember is not covered by
54 this resolution and a court of competent jurisdiction in a final judgment finds that the claim is
55 covered by this resolution, the District shall pay the claim and reasonable attorney’s fees.

56 SECTION 6. Refusal to cooperate:

57 If any boardmember fails or refuses to meet the requirements of Section 5 of this
58 resolution or elects to provide his or her own representation on any claim, this resolution shall be
59 inapplicable and of no force and effect with respect to that claim.

60 SECTION 7. Conflict with provisions of insurance policies:

61 Nothing contained in this resolution shall be construed to modify or amend any provision
62 of an insurance policy or any coverage through a self-insurance or joint insurance program. If
63 there is a conflict between this resolution and the provisions of any such policies or coverage, the
64 provisions of any such policies or coverage shall control.

65 SECTION 8. Pending claims:

66 This resolution shall apply to any pending claim against a boardmember and to

67

68 any claim hereafter filed irrespective of the date of the events or circumstances giving rise to the
69 claim.

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KING COUNTY TRANSPORTATION
DISTRICT
KING COUNTY, WASHINGTON

, Chair

ATTEST:

Anne Noris, Clerk of the Council

Attachments: None

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KING COUNTY

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Signature Report

February 21, 2014

TD Resolution

Proposed No. TD2014-03.1

Sponsors

1 A RESOLUTION of the King County transportation district relating to
2 financing transportation improvements; submitting a ballot measure
3 regarding transportation funding to the qualified electors of the King
4 County transportation district at a special election to be held on April 22,
5 2014, and submitting a proposition to district voters to authorize the
6 district to fix and impose a one-tenth of one percent sales and use tax
7 within the district and a sixty dollar vehicle fee on all vehicles within the
8 district to finance transportation improvements; requesting that the King
9 County prosecutor prepare a ballot title for the proposition; and appointing
10 committees to prepare the pro and con statements for the local voters'
11 pamphlet.
12

KING COUNTY TRANSPORTATION
DISTRICT
KING COUNTY, WASHINGTON

ATTEST:

Anne Noris, Clerk of the Council

Attachments: None

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KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

February 21, 2014

TD Resolution

Proposed No. TD2014-04.1

Sponsors

1 A RESOLUTION authorizing the chair of the King County
2 Transportation District board to execute an interlocal
3 agreement with King County related to the county providing
4 services to the District related to the initial administrative and
5 operational needs of the District.

6 BE IT RESOLVED BY THE BOARD OF THE KING COUNTY
7 TRANSPORTATION DISTRICT:

8 SECTION 1. Findings:

9 A. In Ordinance 17746, adopted on February 10, 2014, the King County Council
10 established the King County Transportation District ("the District") to fund, acquire, construct,
11 operate, improve, provide, maintain and preserve transportation improvements as permitted by
12 chapter 36.73 RCW.

13 B. Currently, the District has no employees and no funds and therefore it is not feasible
14 for it to undertake the start-up operations of the District without external assistance. The
15 District passed a resolution to place before the voters a ballot measure in April 2014 that will
16 fund the District's activities, with revenues from the taxes and fees to be available for
17 distribution in 2015.

18 C. King County has the authority, experience and expertise to provide services to the
19 District related to the initial administrative and operational needs of the District.

20 D. The District can achieve cost savings and efficiency benefits that are in the
21 public's interest by having King County provide such services to the King County
22 Transportation District.

23 E. The District shall fully reimburse King County from funds that become
24 available to the District for the costs of services performed by the county and for such
25 other services or goods paid for by the county subsequent to the adoption of this
26 resolution related to the initial administrative and operational needs of the District.

27 SECTION 2. The chair of the King County Transportation District is hereby
28 authorized to execute an intergovernmental agreement with King County, Attachment A
29 to this resolution, related to the county providing services to the District related to its
30 initial administrative and operational needs.

31

KING COUNTY TRANSPORTATION
DISTRICT
KING COUNTY, WASHINGTON

, Chair

ATTEST:

Anne Noris, Clerk of the Council

Attachments: None

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY, WASHINGTON, AND THE KING COUNTY
TRANSPORTATION DISTRICT

This agreement is between King County, a political subdivision of the State of Washington ("King County"), and the King County Transportation District ("KCTD" or "the District"), a municipal corporation of the State of Washington, and is effective as of the date of the last signature to this Agreement ("Effective Date").

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage.

WHEREAS, King County Ordinance 17746 established the KCTD.

WHEREAS, the KCTD and King County have a shared interest in providing funding for transportation improvements.

WHEREAS, currently, the KCTD has no authorized revenue, and intends to establish an ongoing revenue source to provide funding for the District.

WHEREAS, without revenue in place, the KCTD does not yet have resources to perform startup functions, including the potential to seek approval for ongoing revenues from voters through a ballot measure.

WHEREAS, King County has the resources to provide KCTD startup functions for the District and King County will directly and substantially benefit from KCTD funding, which would result in significant additional funding for King County transportation improvements.

WHEREAS, the KCTD will fully reimburse King County for costs incurred, once KCTD funding is available.

WHEREAS, the KCTD will benefit from the efficiency of utilizing the expertise of King County staff to provide staff services to facilitate the startup of KCTD.

NOW THEREFORE, the parties enter into this Agreement in consideration of the mutual benefits to be derived by each and to coordinate their respective efforts through the structure provided by the Interlocal Cooperation Act.

1. Purpose. In accordance with state law, the KCTD has been constituted to provide a source of financing to support transportation improvements for King County Metro Transit and city and county roads for the benefit of the residents of King County. To collect revenue for financing projects in King County, the KCTD must enact taxes and fees in accordance with RCW ch. 36.73. The purpose of this Agreement is to provide the KCTD with resources to perform KCTD startup functions, to prepare a potential ballot measure and to pay for the costs of the election. All costs will be repaid to King County by the KCTD if and as the District secures revenue.

2. King County Obligations. King County shall:

2.1. Provide initial staff support necessary for the KCTD to perform startup functions from the date that the KCTD was established by effective ordinance to the date that the KCTD starts to

receive revenue. The startup functions to be performed by King County will be as directed by the KCTD in writing and agreed to by King County in writing. The startup functions may include the administrative, accounting, financial management, communications, clerk and other services necessary: to establish the KCTD; to prepare and submit to the voters a potential ballot measure; to prepare interlocal agreements with King County and other jurisdictions to distribute revenue consistent with Resolution No. ___ adopted by the KCTD on February 24, 2014; to establish systems for the collection and distribution of revenue; and to otherwise operate the KCTD until it starts to receive revenue.

2.2. If directed by the KCDT in writing and agreed to by King County in writing, prepare and negotiate the terms of an interlocal agreement for King County to provide the KCTD with ongoing services that would commence upon the termination of this Agreement. Under such agreement King County staff resources would be used to the greatest extent practicable for all administrative, accounting, financial management, communications, clerk, and other services necessary for the KCTD to operate.

2.3. Based on submitted invoices from KCTD, pay for those other services determined necessary by KCTD and not provided by King County for the startup functions of the District.

2.4. Maintain records and account for staff and other costs, which will be charged to the KCTD.

3. KCTD Obligations. The KCTD shall:

3.1. Take actions to secure a revenue source for the KCTD in 2014 as provided by RCW ch. 36.73.

3.2. Once revenue is received by KCTD, reimburse King County for all costs incurred by King County in providing services under Section 2 above from the date that the KCTD was established by effective ordinance to the date that this Agreement terminates. The KCTD shall pay the County for all actual incurred costs for providing the services under this Agreement, such as direct labor, employment benefits, subcontractors, materials and supplies, and utilities. The KCTD shall also pay the County for administrative overhead costs for the services provided by the County under this Agreement. The administrative overhead costs incurred from the distribution of central rate charges shall be billed to the KCTD in accordance with the standard methodologies for determining such costs as reviewed and approved by the King County Office of Performance, Strategy and Budget and included to generate the overhead costs in the adopted County budget each year. Reimbursement by KCTD will occur within thirty (30) days after receiving an itemized invoice or invoices for reimbursement from King County that is submitted after KCTD starts to receive revenue.

3.3. If King County prepares a draft interlocal agreement under Section 2.2 of this Agreement, negotiate with King County the terms of an interlocal agreement for King County to provide the KCTD with ongoing services that would commence upon the termination of this Agreement. Under such agreement King County staff resources would be used to the greatest extent practicable for administrative, accounting, financial management, communications, clerk, and other services necessary for the KCTD to operate.

4. Duration. This Agreement shall terminate or expire as follows:

4.1. This Agreement may be terminated by either party upon the provision of sixty (60) calendar days' notice. A final reconciliation of costs and payments shall be completed by King County within such period following the notice by either party.

4.2. Unless sooner terminated by either party, this Agreement shall expire on the date when the KCTD first starts to receive revenue.

5. Legal Relations.

5.1. It is understood and agreed that 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 the other party.

5.2. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

5.3. 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.

6. Administration and Identification of Contacts.

6.1. This Agreement shall be administered for the KCTD by the Chair of KCTD and for the County, if related to services provided by King County Council staff, the Chair of the Council, and if related to services provided by Executive department staff, _____, or their designees, which shall be contacted as follows:

County Council:

County Executive:

f

Michael Woywod
Chief of Staff
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Harold S. Taniguchi
Director, Department of Transportation
201 S. Jackson St., KSC-TR-0815
Seattle, WA 98104

KCTD:

John Resha
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

7. Entire Agreement.

This Agreement is a complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Any modification, amendment, or clarification to

this Agreement shall be in writing and signed by both parties. Copies of such changes shall be attached hereto and by this reference made a part of this Agreement as though fully set forth herein. Any amendments to this Agreement are subject to the prior approval of the King County Council.

8. Severability.

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

By: Dow Constantine
King County Executive

Dated

KING COUNTY TRANSPORTATION DISTRICT

By: _____
Its: _____

Dated