

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF EVERETT, WASHINGTON AND  
THE EVERETT TRANSPORTATION BENEFIT  
DISTRICT**

This agreement between the City of Everett, Washington ("City") and the Everett Transportation Benefit District ("TBD") is entered into on the date fully executed below.

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

WHEREAS, the City is empowered to operate, maintain, construct, and reconstruct, public street infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35.22.280;

WHEREAS, pursuant to Ordinance No. 3386-14, codified in Chapter 3.85 Everett Municipal Code ("Chapter 3.85 EMC") the TBD was created to provide adequate funding for transportation improvements that preserve, maintain, improve and, as appropriate, construct or reconstruct the existing transportation infrastructure of the City consistent with and Chapter 36.73 RCW;

WHEREAS, the City and the TBD desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to maintain and preserve streets and related transportation infrastructure within the City; NOW THEREFORE,

The parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

1. Recitals. The recitals set forth above are hereby incorporated by reference.
2. Purpose and Interpretation. The City is empowered by Title 35 RCW to construct, reconstruct, maintain and preserve City streets and other related public infrastructure either by contract or through the use of City forces. The TBD has been constituted in accordance with state law to provide a source of funding for transportation improvements that preserve, maintain and improve the transportation infrastructure and related infrastructure within the City limits of the City. The TBD has no employees and its officers are either City Council Members serving in an ex officio capacity or are City employees designated to serve under the provisions of state law. In order to make the most efficient use of public monies, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this agreement. In the event of ambiguity or the need for guidance arises, this agreement shall be interpreted in accordance with the provisions of Chapter 3.85 EMC, Chapter 36.73 RCW, and the provisions of the Governmental Accounting Act and RCW 43.09.210 as the same exists or

shall hereafter be amended. In the event that any provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

3. Obligations of the TBD. In accordance with the requirements of Chapter 36.73 RCW, Chapter 3.85 EMC, the TBD agrees to:

3.1 Provide to the City all funding received from any and all lawful sources, net administrative expenses, which the TBD in its sole discretion may levy for the purpose of making transportation improvements that preserve, maintain and improve the transportation infrastructure and related infrastructure of the City.

3.2 Continue the annual provision of funding for transportation improvements that preserve, maintain and improve the transportation infrastructure of the City so long as the TBD remains in existence. Such funding shall be in accordance with and limited by the provisions of Chapter 3.85 EMC and Chapter 36.73 RCW.

3.2.1 Shall hold public hearings prior to levying any charge, tax or fee and shall levy any charge, tax or fee only in accordance with law and ordinance;

3.2.2 Develop an annual work plan and designate projected street maintenance, preservation and improvement projects within City for funding; and

3.2.3 Pursuant to RCW 36.73.160(1), shall develop a material change policy to consider at a minimum the impacts and appropriate remedies if transportation improvements contained in its annual plan exceed its original cost by more than 20%. In such case, the TBD shall hold a public hearing to solicit comment from the public regarding how the cost change should be resolved. The obligations of this agreement shall be interpreted and applied in a manner consistent with this adopted policy.

3.3 Undertake all other actions that may be required of the TBD by state law or local ordinance.

4. Obligations of the City. The City shall:

4.1 Provide staff support and other resources to the TBD. In consideration of the benefits derived by the City, overhead charges such as staff support as well as utilities, information technology, office supplies, equipment and other resources as agreed upon shall be a contribution of the City to the parties' joint goals and objectives and need not be directly charged to the TBD, unless otherwise required by law. Staff support provided may include the services of the Public Works staff, the City Attorney, the City Clerk when serving as Clerk of the TBD, the City's Finance Manager – Treasurer when serving as its Treasurer, City Council staff and other staff deemed necessary to implement the programs of the TBD.

4.2 Maintain for the period established by the State Archivist retention schedule, financial records, kept in accordance with general accepted accounting practice and governmental accounting requirements, as necessary to document that any and all funding received through the TBD is used only for the maintenance, preservation and improvements of City streets and infrastructure in accordance with law and ordinance.

4.4 Utilize all funding provided by the TBD for transportation improvements that preserve, maintain and improve the transportation infrastructure of the City as shown and prioritized on the TBD's annual work plan in accordance with Chapter 3.85 EMC and Chapter 36.73 RCW. In doing so, it is the intent of the parties to the extent required by applicable law that this funding supplement, not replace, existing City funding sources for street improvements.

4.5 Undertake all other actions that may be required of the City by state law or local ordinance.

5. Ownership. Streets and related transportation infrastructure preserved, maintained and improved with TBD funds are and shall remain the property of the City. No joint property ownership is contemplated under the terms of this agreement.

6. No Joint Board. No provision is made for a joint board. The TBD shall exercise its function in accordance with the applicable statute, using staff as provided by the City, pursuant to this agreement.

7. No Indemnity. No indemnification is provided by this agreement. The parties agree to bear their respective liability for any acts or omissions resulting under this agreement as the same shall be determined under the laws of the state of Washington or any mutually approved settlement agreement.

8. Termination. This agreement shall terminate or expire as follows:

8.1 This agreement may be terminated by either party upon the provision of three hundred and sixty-five (365) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by City within such period following the notice by either party.

8.2 Unless sooner terminated by either party, this agreement shall expire on the date the District is dissolved in accordance with provisions of Chapter 3.85 EMC and state law, as currently enacted or hereinafter amended.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

CITY OF EVERETT  
WASHINGTON

EVERETT TRANSPORTATION  
BENEFIT DISTRICT

By: Ray Stephanson [Signature]  
Ray Stephanson, Mayor

By:  
Its: President

3/8/2015  
Date

ATTEST:

[Signature]  
Sharon Fuller, City Clerk

Attest: [Signature]  
By:  
Its: Vice President

3/8/2015  
Date

2/18/2015  
Date

APPROVED AS TO FORM:

Tim Benoit / for  
James D. Iles, City Attorney

2.25.15  
Date

*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#5

**PROJECT TITLE:**

Interlocal Agreement with the  
Everett Transportation Benefit  
District

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Richard Tarry

425-257-8922

Feb. 18, 2015

Initialed by:

Department Head

CAA

Council President

*db*  
*CA*

Location

City of Everett

Preceding Action

Attachments

Interlocal Agreement

Department(s) Approval

Administration

Public Works

Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Everett Transportation Benefit District (TBD) established an annual vehicle fee in the amount of \$20 for the purpose of making transportation improvements that preserve, maintain and improve the transportation infrastructure of the City of Everett, consistent with Chapter 36.73 RCW. This interlocal agreement with the Everett Transportation Benefit District will establish joint responsibilities. The TBD has been constituted in accordance with state law; it has no employees and its officers are either City Council Members serving in an ex officio capacity or City employees designated to serve under the provisions of state law. The interlocal agreement identifies staff and fiscal responsibilities in order to make the most efficient use of public monies and avoid duplication of effort.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with the Everett Transportation Benefit District to establish joint responsibilities.

*Council approved  
2/18/15 fm*