

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

This Agreement between the City of University Place, Washington ("City"), and the University Place Transportation Benefit District ("TBD"), each of whom is organized as a municipal corporation under the laws of the state of Washington, 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; and

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; and

WHEREAS, pursuant to Ordinance No. 634, the TBD was created to provide adequate funding for transportation improvements that preserve, maintain, and improve, as appropriate, the existing transportation infrastructure of the City; and

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 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.

3. Obligations of the TBD. 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 for so long as the TBD remains in existence.

4. Obligation 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 City Attorney, the City Clerk when serving as Clerk

of the TBD, the City's Finance Director when serving as its Treasurer, and other staff deemed necessary to implement the programs of the TBD.

4.2 In addition to the staff support and resources set forth in Subsection 4.1 above, the City's Public Works staff may be used by the TBD as a resource to review, consider and provide recommendations to the TBD regarding the annual work plan, transportation improvements to be included therein and other items related to the operation of the TBD.

4.3 Maintain for the period established by the State Archivist Retention Schedule, financial records, kept in accordance with generally 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 State law.

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 plan.

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 the 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 WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

CITY OF UNIVERSITY PLACE

UNIVERSITY PLACE TRANSPORTATION
BENEFIT DISTRICT


By: 
Stephen P. Sugg, City Manager

By: 
Ken Grassi, Mayor, City of U.P.
Board Chair

Date: _____

Date: 12-23-13

APPROVED AS TO FORM:


Steve Victor, City Attorney