AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATTLE, WASHINGTON, AND THE SEATTLE TRANSPORTATION BENEFIT DISTRICT

This agreement between the City of Seattle, Washington ("Seattle"), and the Seattle Transportation Benefit District ("STBD"), each of whom is organized as a Municipal Corporation under the laws of the state of Washington, is dated this 9th day of May, 2011.

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; and

WHEREAS, pursuant to Ordinance 123397, the STBD was created for preserving and maintaining transportation infrastructure, improving public safety, implementing elements of the Seattle Transportation Strategic Plan and other planning documents, investing in bicycle, pedestrian, freight mobility and transit enhancements and providing people with choices to meet their mobility needs; and

WHEREAS, the STBD has established a $20 vehicle license fee as authorized by RCW 36.73.065 and through STBD Resolution 1, delineated the use of these revenues by the City of Seattle; and

WHEREAS, the STBD may exercise its authority to propose and levy other sources of funding to support transportation projects within the district in the future; and

WHEREAS, Seattle and the STBD desire to better coordinate efforts to pursue each municipal corporation's individual, joint and mutual rights and obligations related to transportation infrastructure within the corporate limits of the City of Seattle; 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. Purpose and Interpretation. The City of Seattle is empowered by Chapter 35.22 RCW to improve, maintain and protect public ways, including bridges, viaducts and tunnels. The STBD has been constituted in accordance with state law to provide a source of funding to support transportation improvements that benefit the residents of the City of Seattle and the STBD. The STBD has no employees and its officers are either City Councilmembers 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 funds, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this agreement. 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.

2. Obligations of the STBD. In accordance with the requirements of Chapter 36.73 RCW, City of Seattle Ordinance 123397, Charter of the Seattle Transportation Benefit District, and STBD Resolution 1, the STBD agrees to:

   2.1 Provide to the City of Seattle all funding received from any and all lawful sources which the STBD in its sole discretion may levy for the purpose of completing the STBD's authorized projects.

   2.2 Continue the annual provision of funding for the projects approved by the STBD, so long as the STBD remains in existence. Such funding shall be in accordance with and limited by the provisions of Ordinance 123397, the charter of the STBD, and Chapter 36.73 RCW.

   2.3 Convene in public session as necessary in order to review, consider and approve transportation projects and policies related to the STBD in coordination with the City of Seattle and its representatives.

3. Undertakings of Seattle. Seattle shall:

   3.1 Provide all staff and necessary related support to the STBD. The costs of such support may be accounted for as part of Seattle's annual report delivered to the STBD and documented as part of the STBD annual budget. STBD funding may first be applied to the reasonable charges incurred in establishing and staffing the STBD.

   3.2 Maintain 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 STBD is used only for the projects authorized in accordance with law and ordinance.

   3.3 Immediately alert the STBD of any material changes in scope, schedule or cost increases of 20% or greater to improvements funded in part or whole with STBD funds.

   3.4 Utilize funding provided for projects identified in the STBD annually adopted budget in accordance with the STBD's material change policy, law and ordinance.

   3.5 Provide services to the STBD, including but not limited to the following:

      3.5.1 a) Preparation of an annual proposed project list and budget for STBD revenues for consideration by the STBD Governing Board, b) preparation of an annual report documenting status of transportation project costs, expenditures, revenues, and construction schedules, c) staffing to implement the projects identified in the STBD annual budget as adopted, and d) necessary staffing support to the STBD.

3.5.2 Legal services as necessary for the STBD.

3.5.3 a) Staffing as necessary to support the STBD Governing Board in complying with public meeting requirements as outlined in law and ordinance, STBD Charter and Bylaws, b) Staffing support to maintain STBD records and compliance with law and ordinance related to records retention and archival policies.

3.5.4 Staffing as necessary to the members of the STBD Governing Board, including but not limited to, assistance with the legislative process, analytical support, policy development, coordination and communications.

3.5.5 Staffing support as necessary to carry out the treasury and financial management responsibilities of the STBD in accordance with law and ordinance.

3.5.6 Staffing support as necessary to assist in developing an annually proposed budget for STBD revenues and expenditures for the STBD Governing Board's consideration.

4. Ownership. Streets and related transportation infrastructure preserved and maintained with STBD funds are and shall remain the property of the City of Seattle. It is also the expectation that any new or replacement infrastructure created or developed with STBD funds shall become the property of the City of Seattle. No joint property ownership is contemplated under the terms of this agreement.

5. No Joint Board. No provision is made for a joint board. The STBD shall exercise its function in accordance with its charter, using staff as provided by the City of Seattle, pursuant to law and to this agreement.

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

6.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by Seattle within such period following the notice by either party.

6.2 Unless sooner terminated by either party, this agreement shall expire on the date when the STBD is automatically dissolved in accordance with provisions of RCW

36.73 and City of Seattle Ordinance 123397, as the same exists or is hereafter amended.

7. Effective Date. This agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject and ordinance number on the City of Seattle's City Clerk website or other electronically retrievable public source as required by RCW 39.34.040.

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

SEATTLE TRANSPORTATION BENEFIT DISTRICT

Tom Rasmussen, Chair of the Board

May 9, 2011
Date

CITY OF SEATTLE

Mayor Michael McGinn or Designee

May 9, 2011
Date