

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

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3
4 AN ORDINANCE authorizing execution of an amendment to the May 9, 2011 Interlocal
5 Agreement between the City of Seattle, Washington, and the Seattle Transportation
6 Benefit District to implement STBD Proposition 1; and ratifying and confirming certain
7 prior acts.

8 WHEREAS, Ordinance 123397 established the Seattle Transportation Benefit District (STBD)
9 for preserving and maintaining transportation infrastructure, improving public safety,
10 implementing elements of the Seattle Transportation Strategic Plan and other planning
11 documents, investing in bicycle, pedestrian, freight mobility and transit enhancements
12 and providing people with choices to meet their mobility needs; and

13 WHEREAS, the STBD established a \$20 vehicle license fee and delineated the use of these
14 revenues by the City of Seattle; and

15 WHEREAS, the City of Seattle and the STBD entered into an Interlocal Agreement (authorized
16 by Ordinance 123586) to formalize the relationship between the City of Seattle and the
17 STBD in order to implement transportation improvements funded through the STBD; and

18 WHEREAS, on November 4, 2014, voters approved STBD Proposition 1, authorizing a \$60
19 vehicle license fee and a 0.1% sales tax to fund Metro Transit service benefitting the City
20 of Seattle; and

21 WHEREAS, the City of Seattle and the STBD desire to continue to coordinate efforts to pursue
22 each municipal corporation's individual, joint and mutual rights and obligations related to
23 transportation infrastructure and transit service within the corporate limits of the City of
24 Seattle to implement STBD Proposition 1; NOW, THEREFORE,

25 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

26 Section 1. The Mayor or his designee is hereby authorized to execute an amendment to
27 the May 9, 2011 interlocal agreement between the City of Seattle and the Seattle Transportation
28 Benefit District, substantially in the form attached as Attachment A to this ordinance. The
tracked changes to the May 9, 2011 interlocal agreement are shown in Attachment B to this
ordinance for illustrative purposes only.

1 Section 2. Ratify and Confirm. Any act consistent with the authority of this ordinance
2 taken after its passage and prior to its effective date is ratified and confirmed.

3 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

6 Passed by the City Council the ____ day of _____, 2014, and
7 signed by me in open session in authentication of its passage this
8 ____ day of _____, 2015.

9
10 _____
11 President _____ of the City Council
12

13 Approved by me this ____ day of _____, 2015.

14
15 _____
16 Edward B. Murray, Mayor
17

18 Filed by me this ____ day of _____, 2015.

19
20 _____
21 Monica Martinez Simmons, City Clerk
22

22 (Seal)

23 Attachment A: An Interlocal Agreement between the City of Seattle, Washington, and the Seattle
24 Transportation Benefit District

25 Attachment B: Tracked Changes to May 9, 2011 Interlocal Agreement
26

**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 ____ day of ____, 2015.

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, voters approved STBD Proposition 1 on November 4, 2014, authorizing a \$60 vehicle license fee and a 0.1% sales tax to fund Metro Transit service benefitting the City of Seattle (detailed in STBD Resolution 12); and

WHEREAS, the STBD has established a \$60 vehicle license fee and 0.1% sales tax through STBD Resolution 14; and

WHEREAS, the STBD may exercise its authority to propose and levy other sources of funding to support transportation projects and programs 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 City is also authorized to support transit systems. *See* RCW 35.58.2721. The STBD has been constituted in accordance with state law to provide a source of funding to support transportation improvements and transit systems 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 Resolutions 1, 2, 12, 14, and 16, 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 and programs.
 - 2.2 Continue the annual provision of funding for the projects and programs 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, programs, 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 and programs 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 and programs 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. The STBD and the City waive any conflict with respect to the Seattle City Attorney's Office providing legal advice to both parties.
 - 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.

8. Supersedes Previous Agreement. This agreement supersedes the May 9, 2011 interlocal agreement between the City of Seattle and the Seattle Transportation Benefit District.

IN WITNESS WHEREOF, the parties have executed this agreement on the date last written below.

SEATTLE TRANSPORTATION BENEFIT DISTRICT

Tom Rasmussen, Chair of the Board

Date

CITY OF SEATTLE

Mayor Edward Murray or Designee

Date

**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 _____ day of _____, 2015.

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, voters approved STBD Proposition 1 on November 4, 2014, authorizing a \$60 vehicle license fee and a 0.1% sales tax to fund Metro Transit service benefitting the City of Seattle (detailed in STBD Resolution 12); and

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WHEREAS, the STBD may exercise its authority to propose and levy other sources of funding to support transportation projects and programs 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,

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transportation improvements and transit systems 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.

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8. Supersedes Previous Agreement. This agreement supersedes the May 9, 2011 interlocal agreement between the City of Seattle and the Seattle Transportation Benefit District.

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

SEATTLE TRANSPORTATION BENEFIT DISTRICT

Tom Rasmussen, Chair of the Board

Date

CITY OF SEATTLE

Mayor ~~Michael McGinn~~ Edward Murray or Designee _____ Date

DRAFT

BILL SUMMARY & FISCAL NOTE

Department:	Contact Person/Phone:	Executive Contact/Phone:
Legislative Department	Calvin Chow/684-4652	n/a

1. BILL SUMMARY

Legislation Title: AN ORDINANCE authorizing execution of an amendment to the May 9, 2011 Interlocal Agreement between the City of Seattle, Washington, and the Seattle Transportation Benefit District to implement STBD Proposition 1; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: This legislation amends an existing agreement between the City of Seattle and the STBD. The amended agreement authorizes the City to implement the programs funded by STBD Proposition 1.

2. CAPITAL IMPROVEMENT PROGRAM

This legislation creates, funds, or amends a CIP Project.

Project Name:	Project I.D.:	Project Location:	Start Date:	End Date:	Total Cost:

3. SUMMARY OF FINANCIAL IMPLICATIONS

Please check one:

- This legislation has direct financial implications.
- This legislation does not have direct financial implications.

Budget program(s) affected:	General Fund \$		Other \$	
Estimated \$ Appropriation change:	2015	2016	2015	2016
Estimated \$ Revenue change:	Revenue to General Fund		Revenue to Other Funds	
	2015	2016	2015	2016
	n/a			
Positions affected:	No. of Positions		Total FTE Change	
	2015	2016	2015	2016
Other departments affected:				

3.a. Appropriations

_____ This legislation adds, changes, or deletes appropriations.

Fund Name and number	Dept	Budget Control Level Name/##*	2015 Appropriation Change	2016 Estimated Appropriation Change
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes: Appropriations to implement the amended agreement will be addressed through separate legislation and annual budget development.

3.b. Revenues/Reimbursements

_____ This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2015 Revenue	2016 Estimated Revenue
TOTAL				

Revenue/Reimbursement Notes: Revenues to implement the amended agreement will be addressed through separate legislation and annual budget development.

3.c. Positions

_____ This legislation adds, changes, or deletes positions.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

Position # for Existing Positions	Position Title & Department*	Fund Name & #	Program & BCL	PT/FT	2015 Positions	2015 FTE	Does it sunset? (If yes, explain below in Position Notes)
TOTAL							

* List each position separately

Position Notes: Positions to implement the amended agreement will be addressed through separate legislation and annual budget development.

4. OTHER IMPLICATIONS

- a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?**

STBD Proposition 1 is anticipated to raise approximately \$46 million a year to purchase King County transit service, support regional transit partnerships, improve access to King County's low-income fare program, and cover administrative costs (including a \$20 low-income rebate for the vehicle license fee). This legislation amends an existing agreement to authorize the City of Seattle to fulfill the obligations of STBD Proposition 1. Specific budget and financial implications will be addressed in separate legislation and annual budget development.

- b) **Is there financial cost or other impacts of not implementing the legislation?**

The Seattle Transportation Benefit District is a transportation funding district that does not have any staff of its own. Without this legislation, the STBD would not be able to implement voter-approved STBD Proposition 1.

- c) **Does this legislation affect any departments besides the originating department?**

The Seattle Department of Transportation will manage the King County transit service purchases. Finance and Administrative Services will provide administration support to the STBD.

- d) **Is a public hearing required for this legislation?**

No.

- e) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

- f) **Does this legislation affect a piece of property?**

No.

- g) **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**

Provision of transit service is distributed geographically and has the potential to disproportionately impact vulnerable or historically disadvantaged communities. Both the King County Metro Service Guidelines and the City of Seattle Transit Master Plan acknowledge the duty to serve disadvantaged communities and will guide service planning decisions.

- h) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.**

STBD Proposition 1 requires annual reporting and evaluation of spending as detailed in STBD Resolution 12, Section 8. Oversight.

- i) Other Issues:**

None identified.

List attachments below:

None