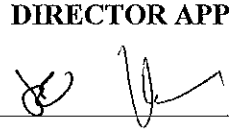


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 01/27/14

AGENDA ITEM: Interlocal with the Marysville Transportation Benefit District	
PREPARED BY: John Cowling DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Interlocal Agreement with Marysville Transportation Benefit District	
BUDGET CODE:	AMOUNT:

SUMMARY:

City Council approved the formation of the Marysville Transportation Benefit District (TBD), Ordinance No. 2938 on January 13, 2014. The attached interlocal agreement between the City of Marysville and the TBD is in consideration of the mutual benefits to be derived and to coordinate the efforts of both entities.

The interlocal establishes the responsibilities between the TBD and the City in regards to the administration of the Transportation Benefit District. The interlocal agreement has been reviewed by the City Attorney's office.

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the Interlocal Agreement with the Marysville Transportation Benefit District
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AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARYSVILLE, WASHINGTON,
AND
THE MARYSVILLE TRANSPORTATION BENEFIT DISTRICT

This agreement between the City of Marysville, Washington (“Marysville”), and the Marysville Transportation Benefit District (“TBD”), each of whom is organized as a Municipal Corporation under the laws of the state of Washington, is dated this _____ day of _____, 2014.

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, Marysville is empowered to operate, maintain, construct, and reconstruct, public street infrastructure within its City limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, pursuant to Ordinance No. 2938, Marysville established the TBD and authorized funding for any purpose allowed by law, including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans; and

WHEREAS, the TBD may, by resolution, authorize a measure to be voted upon by citizens authorizing certain projects to be funded if the ballot proposition is approved; and

WHEREAS, if the ballot proposition is approved by the voters it will be necessary to have an agreement in place to enable the parties to this Agreement to implement and construct the projects funded by the TBD;

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, RCW Chapter 39.34.

1. **Purpose and Interpretation.** The City of Marysville is empowered by Title 35A 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 the maintenance and preservation of streets and construction of other transportation related infrastructure within the City limits of the City of Marysville. The TBD has no employees and its officers are City Council Members serving in an ex officio capacity. 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 Chapter 36.73 RCW, the Bylaws of the TBD 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 his agreement is held to be in conflict with existing 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 TBD.** In accordance with the requirements of Chapter 36.73 RCW, Marysville Ordinance No. 2938, future Resolution of the TBD and the TBD Bylaws, the Transportation Benefit District agrees to:
 - a. Provide to the City of Marysville all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of completing the TBD's authorized projects.
 - b. Continue the annual provision of funding for the projects approved by the TBD, so long as the TBD remains in existence. Such funding shall be in accordance with the provisions of Ordinance No. 2938 and any future Resolution, the Bylaws of the TBD and Chapter 36.73 RCW.
 - c. If a measure to the voters is approved that provides for the funding of the TBD, the TBD shall reimburse Marysville for all costs associated with placing the measure on the ballot.

3. **Undertakings of Marysville.** Marysville shall:
- a. Provide all staff and necessary related support to the TBD. The costs of such support shall be accounted for as a part of Marysville's annual report to the TBD. TBD funding shall first be applied to the reasonable charges incurred in establishing and staffing the TBD. Annual services provided may include the services provided by City staff and contract employees that serve the TBD and any associated costs, including, but not limited to the preparation of an annual work plan, finance plan, reporting, advertising, design, contracting, construction management, accounting, legal, and any and all other actual charges or Marysville/TBD agreed upon percentage of charges associated with the proper application of TBD funding in accordance with law and ordinance. In consideration of the benefits derived by Marysville, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of Marysville to the parties' joint goals and objectives and need not be directly charged back to the TBD.
 - b. 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 projects authorized in accordance with law and ordinance.
 - c. Immediately alert the TBD of any material changes in scope, schedule, or cost increases of 20% or greater to improvements funded in part or whole with TBD funds.
 - d. Utilize funding provided for projects shown on the TBD's annual work plan in accordance with the TBD's material change policy, law, and ordinance.
4. **Ownership.** Streets and related transportation infrastructure preserved, maintained and constructed with TBD funds are and shall remain the property of the City of Marysville. 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 TBD shall exercise its function in accordance with its charter, using staff as provided by the City of Marysville, pursuant to law and to this agreement.

6. **Insurance; Indemnity.**
 - a. The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective agreements with WCIA. The original charge or premium for the TBD will be borne by Marysville as a cost to be covered under Section 3(a) and shall be paid for with funds received from or through the TBD. In the event that either or both cease to participate in the WCIA pool, the party or parties agree to obtain comparable coverage.
 - b. Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any claim, loss, or liability arising from or out of the other party's negligent, tortuous, or illegal actions under this agreement.

7. **Termination.** This agreement shall terminate or expire as follows:
 - a. 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 Marysville within such a period following the notice by either party.
 - b. Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved in accordance with provisions of 36.73.170 RCW, as the same exists or is hereafter amended.

8. **Effective Date.** This agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject on the City of Marysville's 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.

CITY OF MARYSVILLE

Jon Nehring, Mayor

MARYSVILLE TRANSPORTATION BENEFIT DISTRICT

_____, Chair

APPROVED AS TO FORM

Grant K. Weed, City Attorney