

**INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY, WASHINGTON AND
THURSTON COUNTY TRANSPORTATION BENEFIT DISTRICT**

THIS AGREEMENT is entered into on the execution date set forth below between Thurston County, Washington (“County”), and the Thurston County Transportation Benefit District (“TBD”), each of whom is organized as a municipal corporation under the laws of the State of Washington, jointly referred to as “Parties.”

WHEREAS, chapter 39.34 RCW 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, the County is empowered to operate, maintain, preserve, construct, and reconstruct public road infrastructure within the unincorporated limits of Thurston County in accordance with the powers granted pursuant to RCW 36.32.120 and chapter 36.75 RCW; and

WHEREAS, on December 30, 2014, the Thurston County Board of County Commissioners adopted Ordinance No. 15103 establishing the Thurston County Transportation Benefit District in unincorporated Thurston County pursuant to chapter 36.73 RCW; and

WHEREAS, the TBD authorized funding for any purpose allowed by law including the operation of the TBD and to acquire, construct, improve, provide and fund transportation improvements consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW; and

WHEREAS, the County and the TBD desire to coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to fulfill the intent of Ordinance No. 15103;

NOW, THEREFORE, in consideration of the promises recited herein and the mutual benefits to be derived and to coordinate their efforts through the structure provided by chapter 39.34 RCW, it is mutually agreed by the Parties as follows:

1. Purpose

The County is empowered by RCW 36.32.120 and chapter 36.75 RCW to operate, maintain, preserve, construct, and reconstruct public road infrastructure within the unincorporated limits of Thurston County. The TBD has been established 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 unincorporated limits of Thurston County. The TBD has no employees and its officers are either County Board of Commissioners members serving in an ex officio capacity or are County 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.

2. Interpretation

In the event of ambiguity or the need for guidance arises, this Agreement shall be interpreted in accordance with chapter 36.73 RCW, the TBD charter, and the provisions of the Governmental Accounting Act and RCW 43.09.210 as exists or subsequently 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. Responsibilities of the TBD

In accordance with the requirements of chapter 36.73 RCW, Thurston County Ordinance No. 15103, and the TBD charter, the TBD agrees to:

3.1 Provide to Thurston County 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.

3.2 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 and limited by the provisions of Ordinance No. 15103, the TBD charter, and chapter 36.73 RCW.

3.3 Develop and approve an annual work plan and designate projects within the TBD's jurisdiction for funding in coordination with the County.

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

4. Responsibilities of the County

The County agrees to:

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

4.2 Staff support provided by the County may include the services of the County public works staff, the County Treasurer when serving as the treasurer for the TBD, and other staff deemed necessary to implement the programs of the TBD.

4.3 Provide annual services to the TBD including, without limitation, preparation of an annual work plan, engineering, design, contracting, construction management, accounting, advertising, and associated reporting and administrative services.

4.4 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 applicable law and ordinance.

4.5 Immediately alert the TBD of any material changes in scope, schedule, or cost increases of 20 percent or greater to transportation improvements funded in part or whole with TBD funds.

4.6 Utilize funding provided for projects shown on the TBD's annual work plan in accordance with the TBD's material change policy, applicable law, and County ordinance.

4.7 Recognize pertinent TBD deadlines for delivery of services. However, should the County be unable to perform the services within the pertinent deadlines for any reason including, without limitation, the County's need to prioritize resources toward other work, the County will notify the TBD.

5. Ownership

Roads and related transportation infrastructure preserved, maintained, and improved with TBD funds are and shall remain the property of Thurston County. Any new or replacement infrastructure created or developed with TBD funds shall become the property of Thurston County. 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 its charter, using staff as provided by the County, pursuant to applicable law and to this Agreement.

7. Insurance

The County and the TBD are covered under the Washington Counties Risk Pool (WCRP). Should there be additional premiums for coverage under WCRP for the TBD, the costs will be paid for with funds received from or through the TBD. In the event that either or both cease to participate in the WCRP, the party or Parties agree to obtain comparable coverage.

8. Termination

This Agreement may be terminated by either party upon the provision of 180 calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities will be completed by the County within such period following the notice by either party.

9. Duration

This Agreement is effective as of the date set forth below and when listed by subject on Thurston County's web site or other electronically retrievable public source as required by RCW 39.34.040. Unless sooner terminated by either party, this Agreement will expire on the date when the TBD is automatically dissolved in accordance with provisions of chapter 36.73 RCW and County Ordinance No. 15103, as currently enacted or subsequently amended.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed this 23rd day of June, 2015.

Thurston County Transportation
Benefit District

Bud Blake
Board President

Board of County Commissioners
Thurston County, Washington

Cathy Neff
Chair

Bud Blake
Vice-Chair

Andrea Loeck
Commissioner

ATTEST

LaBonto J. Boyman
Clerk of the Board

Approved as to Form:
Jon Tunheim
Prosecuting Attorney

By: Catherine Galvin
Deputy Prosecuting Attorney