

TBD RESOLUTION NO. 2012- 02

A **RESOLUTION** of the Bainbridge Island Transportation Benefit District approving an Interlocal Agreement between the Bainbridge Island Transportation Benefit District and the City of Bainbridge Island.

WHEREAS, the City of Bainbridge Island (the "City") established a Transportation Benefit District as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73; and

WHEREAS, the Bainbridge Island Transportation Benefit District (the "District") finds that, rather than employing separate staff, it would be more efficient to use the services of employees of the City to provide staff support services to the District; now, therefore,

THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT DOES RESOLVE AS FOLLOWS:

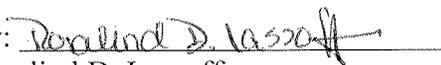
Section 1. The Interlocal Agreement between the City of Bainbridge Island and the Bainbridge Island Transportation Benefit District, in the form attached as Exhibit A, is approved and the District Chair is authorized to sign it.

PASSED by the Bainbridge Island Transportation Benefit District this 10th day of October, 2012.

APPROVED by the Chair this 10th day of October, 2012.

By: 
Debbi Lester, Chair

ATTEST/AUTHENTICATE:

By: 
Rosalind D. Lassoff
City of Bainbridge Island City Clerk

FILED WITH THE CITY OF BAINBRIDGE ISLAND CITY CLERK: October 4, 2012
PASSED BY THE BAINBRIDGE ISLAND TRANSPORTATION BENEFIT
DISTRICT: October 10, 2012
TBD RESOLUTION NO. 2012 -02

AFTER RECORDING RETURN TO:
Rosalind D. Lassoff, City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

BAINBRIDGE ISLAND CITY OF 201210160221
Agreement Rec Fee: \$ 36.00
10/16/2012 11:50 AM
Walter Washington, Kitsap Co Auditor
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DOCUMENT TYPE: INTERLOCAL AGREEMENT
BETWEEN: CITY OF BAINBRIDGE ISLAND
BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT
PURPOSE: PROVIDE STAFF SUPPORT SERVICES TO THE DISTRICT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BAINBRIDGE ISLAND AND THE
BAINBRIDGE ISLAND TRANSPORTATION BENEFIT DISTRICT**

This Interlocal Agreement (this "Agreement") is entered into on October 10, 2012 by and between the City of Bainbridge Island (the "City") and the Bainbridge Island Transportation Benefit District (the "District").

WHEREAS, Chapter 39.34 RCW 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 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, pursuant to Ordinance No. 2012-14, the City established the District on August 22, 2012 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 necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW; and

WHEREAS, the City and the District desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to fulfill the intent of Ordinance No. 2012-14; and

NOW, THEREFORE, the City and the District mutually agree as follows:

1. Purpose and Interpretation. The City 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 staff. The District has been constituted in accordance with state law to provide a source of funding for the maintenance and preservation of streets and related infrastructure within the city limits of the City. The District has no employees and its officers are either City Council Members serving in an ex officio capacity or 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. In the event of ambiguity or the need for guidance arises, this Agreement shall be interpreted in accordance with Chapter 36.73 RCW, Chapter 12.29 of the Bainbridge Island Municipal Code 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 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 District. In accordance with the requirements of Chapter 36.73 RCW, and Chapter 12.29 of the Bainbridge Island Municipal Code, and the District's resolutions, the District agrees to:

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

b. Continue the annual provision of funding for the projects approved by the District, so long as the District remains in existence. Such funding shall be in accordance with and limited by Chapter 12.29 of the Bainbridge Island Municipal Code and Chapter 36.73 RCW. By way of illustration and not limitation:

(i) Develop an annual work plan and designate projects within its jurisdiction for funding.

(ii) Pursuant to a material change policy adopted pursuant to the requirements of RCW 36.73.160(1), the District shall consider at a minimum the impacts and appropriate remedies if transportation improvements contained in its annual plan exceed its original cost by more than 20%. The obligations of this Agreement shall be interpreted and applied in a manner consistent with adopted policy.

3. Undertakings of the City. The City shall:

a. Provide all staff and necessary related support to the District. The costs of such support shall be accounted for as part of the City's annual report. The District's funding shall first be applied to the reasonable charges incurred in establishing and staffing the District. Annual services provided may include the services provided by the City Attorney, the City Clerk or Deputy City Clerk when serving as the Clerk of the District, the City's Finance Director when serving as its Treasurer, and other employees of the City that serve the District and any associated costs, including but not limited to the preparation of an annual work plan, reporting, advertising, design, contracting, construction management, accounting, and any and all other actual charges or City/District agreed upon percentage of charges associated with the proper application of District funding in accordance with law. In consideration of the benefits derived by the City, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of the City to the parties' joint goals and objectives and need not be directly charged back to the District.

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 District is used only for the projects authorized in accordance with law.

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

d. Utilize funding provided for projects shown on the District's annual work plan in accordance with the District's material change plan and law.

3. Prepare an annual report of the District.

4. **Ownership.** Streets and related transportation infrastructure preserved and maintained with District funds are and shall remain the property of the City. 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 District shall exercise its function in accordance with Chapter 12.29 of the Bainbridge Island Municipal Code, using staff as provided by the City pursuant to law and this Agreement.

6. **Insurance; Indemnity.** The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective interlocal agreements with WCIA. The original charge or premium for the District will be borne by the City as a cost to be covered under Section 3 and shall be paid for with funds received from or through the District. In the event that either or both cease to participate in the WCIA pool, the party or parties agree to obtain comparable coverage.

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, tortious or illegal actions under this Agreement.

7. **Termination.** This Agreement may be terminated by either party upon the provision of one hundred eighty (180) 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 notice by either party.

Unless sooner terminated by either party, this Agreement shall expire on the date when the District is automatically dissolved in accordance with the provisions of 36.73 RCW and Chapter 12.29 of the Bainbridge Island Municipal Code, as the same exists or is hereafter amended.

8. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

10. **Filing with County Auditor.**

The City Clerk of the City of Bainbridge Island shall file and record a copy of this Agreement with the Kitsap County Auditor's Office immediately following the mutual execution of this Agreement.

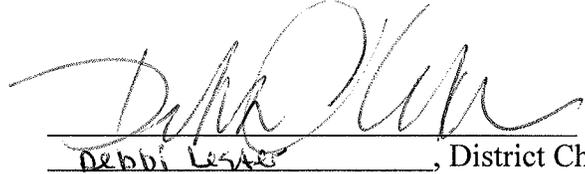
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND TRANSPORTATION
BENEFIT DISTRICT



Morgan Smith, Interim City Manager



Debbi Lesko, District Chair