

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

This agreement between the City of Fife, Washington ("Fife"), and the Fife Transportation Benefit District ("TBD"), each of whom is organized as a Municipal or Quasi--Municipal Corporation under the laws of the state of Washington, is dated this 21<sup>st</sup> day of July, 2016.

**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;

**WHEREAS**, Fife 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;

**WHEREAS**, pursuant to Ordinance No. 1895, Fife established the TBD 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;

**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 Fife is empowered by RCW 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 related infrastructure within the City limits of the City of Fife. The TBD has no employees and its officers are the 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 RCW Chapter 36.73, the Rules and Procedures 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 this 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, Fife Ordinance No. 1895, and the TBD Charter, the Transportation Benefit District agrees to:

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

2.2 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 City Ordinance 1895, the Charter of the TBD, and Chapter 36.73 RCW.

3. ***Undertakings of Fife.*** Fife shall:

3.1 Provide all staff and necessary related support to the TBD. The costs of such support shall be accounted for as a part of Fife'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 contract employees that serve the TBD and any associated costs for such contract services, including, but not limited to reporting, advertising, design, contracting, construction management, and any and all other actual charges or Fife/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 Fife, services provided by City staff 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, analysis, construction management, accounting, overhead charges such as utilities, information technology, office supplies, and equipment shall be a contribution of Fife to the parties' joint goals and objectives and shall not be directly charged back to the TBD.

3.2 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.

3.3 Be responsible for and respond to all public records requests made to the TBD. The City of Fife, Washington City Clerk shall be the TBD public records officer.

3.4 Immediately alert the TBD of any material change in scope, schedule or cost increases of 20% or greater in improvements funded in whole or part with TBD funds.

3.5 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 facilities preserved, maintained and/or improved with TBD funds are and shall remain the property of the City of Fife. 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 Fife, pursuant to this agreement.

6. **Insurance; Indemnity.**

6.1 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 Fife as a cost to be covered under Section 3.1 and shall be reimbursed with funds received from or through the TBD.

6.2 Fife agrees to indemnify, defend and hold the TBD, its officers, officials, agents, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Fife in performance of this agreement, except for injuries and damages caused by the sole negligence of the TBD.

6.3 The TBD agrees to indemnify, defend and hold Fife, its officers, officials, agents, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the TBD in performance of this agreement, except for injuries and damages caused by the sole negligence of Fife.

7. **Termination.** This agreement shall terminate or expire as follows:

7.1 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 Fife within such period following the notice by either party.

7.2 Unless sooner terminated by either party, this agreement shall expire on the date when the District is dissolved with accordance with provisions of Ordinance No. 1895, as the same exists or is hereafter amended.

8. **Signature Authority.**

8.1 The City Manager of Fife was authorized to execute this agreement by Resolution No. 1723 adopted by a majority of the entire City Council on the 27<sup>th</sup> day of July, 2016, at a regularly scheduled Council meeting. Fife shall record this agreement with Pierce County and/or post it on the City's website.

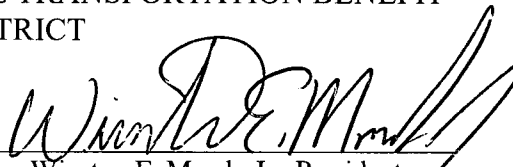
8.2 The President of TBD was authorized to execute this agreement by Resolution No. 00016 adopted by a majority of the entire Board on the 12<sup>th</sup> day of July, 2016, at a regularly scheduled Board meeting.

9. **Severability.** Should any clause, phrase, sentence or paragraph of this agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this agreement or its applications of those provisions not so declared shall remain in full force and effect.

CITY OF FIFE


FIFE TRANSPORTATION BENEFIT DISTRICT

By:   
Subir Mukerjee, City Manager

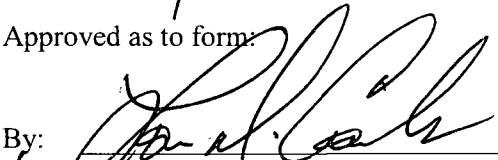
By:   
Winston E. Marsh, Jr., President

Attest:

Date: July 12, 2016

By:   
Carol Etgen, City Clerk

Approved as to form:

By:   
Gregory F. Amann  
Assistant City Attorney