

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LONGVIEW AND THE LONGVIEW TRANSPORTATION BENEFIT DISTRICT

This Agreement between the City of Longview, Washington (the “City”) and the Longview 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 _____, 2017.

WHEREAS, chapter 39.34 RCW (the Interlocal Cooperation Act) allows 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 its powers granted pursuant to RCW 35.22.440(33); and

WHEREAS, pursuant to Ordinance No. 3334, the City established the Longview Transportation Benefit District and authorized funding for any purpose allowed by law, including but not limited to, the operation of 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 TBD 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. 3334.

NOW, THEREFORE, it is hereby agreed, by and between the City of Longview and the Longview Transportation Benefit District, as follows:

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.

Section 1. Purpose and Interpretation. The City is empowered by Title 35 RCW to construct, reconstruct, maintain and preserve City streets and other transportation 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, preservation, replacement, expansion, and upgrading of street and other transportation related infrastructure within the City limits of the City of Longview. The TBD has no employees and its officers are either City Council Members serving in an ex officio capacity, or are City employees designated to serve under the provisions of state

law and/or TBD Bylaws. 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 if the need for guidance arises, this Agreement shall be interpreted in accordance with chapter 36.73 RCW, the Bylaws of the TBD, the provisions of the Governmental Accounting Act, and RCW 43.09.210, as the same exists or shall hereafter be amended.

Section 2. Obligations of the TBD. In accordance with the requirements of chapter 36.73 RCW, City of Longview Ordinance No. 3334, and the TBD Bylaws, the TBD agrees to:

A. Provide to the City all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of completing the Longview Transportation Benefit District Improvements Plan.

B. Continue providing to the City all funding levied 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. 3334, the TBD Bylaws, and chapter 36.73 RCW. By way of illustration and not limitation:

1. The TBD shall hold public hearings as required by law prior to levying any charge, tax or fee and shall levy any charge, tax or fee only in accordance with law and ordinance.

2. Develop an annual work plan and designate projects within its jurisdiction for funding.

3. Pursuant to the Material Change Policy adopted by the TBD as required by RCW 36.73.160(1), the TBD 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 twenty percent (20%). The TBD shall consider input from public hearings and other sources as it determines how such cost changes should be resolved. The obligations of this Agreement shall be interpreted and applied in a manner consistent with adopted policy.

4. Develop an annual budget for each fiscal year the TBD levies any charge, tax, or fee.

Section 3. Undertakings of the City. The City shall:

A. Provide all staff and necessary related support to the TBD. Funding received from the TBD shall be applied to the reasonable charges incurred in completing infrastructure construction, reconstruction, and rehabilitation, including but not limited to, advertising, design, contracting, construction management and inspection, project administration, claims resolution and legal services, and any other associated project costs. City provided services charged against TBD funding may also include costs or

agreed upon percentages of costs for maintenance, preservation, replacement, expansion, and upgrading of street and other transportation related infrastructure performed by City staff, including the cost of labor, equipment, material, supplies, and all incidental and ancillary costs associated with performing such work. In consideration of the benefits derived by the City, the services provided by City management and administrative staff including but not limited to, the City Manager, City Attorney, City Clerk, Public Works Director, and Finance Department staff need not be directly charged back to the TBD. Additionally, 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 TBD. At the City's discretion, other charges or agreed upon percentage of charges associated with the proper application and reporting of TBD funding in accordance with law and ordinance, such as annual financial reporting, may be charged against TBD funding. The costs of services charged back to the TBD shall be accounted for as a part of the City's annual report to the TBD and the TBD's annual report.

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 applicable laws and ordinances and the TBD's material change policy.

Section 4. Ownership. Streets and transportation related infrastructure preserved, maintained, replaced, expanded, or upgraded with TBD funds are and shall remain the property of the City of Longview. No joint property ownership is contemplated under the terms of this Agreement.

Section 5. No Joint Board. No provision is made for a joint board. The TBD shall exercise its function in accordance with its Bylaws, using staff as provided by the City of Longview, pursuant to law and this Agreement.

Section 6. Insurance, Indemnity.

A. The parties agree to participate in the Association of Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective interlocal agreements with the WCIA. The original charge or premium for the TBD will be borne by the City of Longview as a cost to be covered under Section 3 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 insurance pool, each 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, tortious or illegal actions under this Agreement.

Section 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' advance written notice; however, this agreement shall not be terminated until all construction contracts awarded by the City to implement the TBD's work plan have been accepted as complete and final payment, retainage, and claims have been paid to the contractor. A final reconciliation of costs, payments, and a report of completed activities shall be completed by the City within such period following the notice by either party, and the TBD shall pay the City for all TBD-related costs incurred prior to the termination date.

B. 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 RCW 36.73.170 and Ordinance No. 3334, as the same exist or are hereafter amended.

Section 8. Severability. 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.

Section 9. Effective Date. This Agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject on the website of the City of Longview 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 LONGVIEW

LONGVIEW TRANSPORTATION
BENEFIT DISTRICT

Mayor

Chairperson

ATTEST:

City Clerk

Approved as to Form:

City Attorney