

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

This agreement between the City of Snohomish, Washington (“Snohomish”), and the Snohomish Transportation Benefit District (“TBD”), each of whom is organized as a Municipal Corporation under the laws of the state of Washington, is dated this 7<sup>th</sup> day of December, 2010.

**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**, Snohomish 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 2197, Snohomish 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, RCW Chapter 39.34.

1. **Purpose and Interpretation.** The City of Snohomish 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 related infrastructure within the City limits of the City of Snohomish. 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 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 to the TBD.** In accordance with the requirements of Chapter 36.73 RCW, Snohomish Ordinance 2197, the TBD Rules and Procedures, and TBD Resolution 1, the Transportation Benefit District agrees to:
  - a. Provide to the City of Snohomish 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.



- 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 Snohomish 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 Snohomish 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 Snohomish'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.

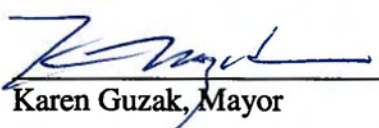
**SNOHOMISH TRANSPORTATION  
BENEFIT DISTRICT**

  
\_\_\_\_\_  
Chair

**ATTEST**

  
\_\_\_\_\_  
Torchie Corey, City Clerk

**CITY OF SNOHOMISH**

  
\_\_\_\_\_  
Karen Guzak, Mayor

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Grant K. Weed, City Attorney

