

Return to: Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

**Interlocal Agreement
for the
Benton County Rural
SAFETEA-LU Program**

THIS AGREEMENT is made and entered into by and between the member agencies of the State of Washington, as defined below, to establish the Benton County Rural SAFETEA-LU Program, pursuant of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W. and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005, as amended.

Definitions

For the purpose of this interlocal agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this agreement, the following terms shall have meaning prescribed to them with this section unless the context of their use dictates otherwise:

- (1) Member agency shall mean any local government which is signatory or becomes signatory to this inter-local agreement and is a County and City within the region;
- (2) State shall mean the State of Washington;
- (3) Region shall mean the rural area of Benton County as designated by the Federal Highway Administration (FHWA);
- (4) STP funds shall mean the federal funds allocated by the State to the Regional Transportation Planning Organization (RTPO) for the Rural Benton County SAFETEA-LU Surface Transportation Program (STP);

- (5) RTPO shall mean the Benton-Franklin Council of Governments (BFCOG);
- (6) City shall mean the City of Benton City and the City of Prosser

Recital

WHEREAS, the member agencies recognize the need and desirability to participate in cooperative decision making by elected officials of said agencies in order to comply with the requirements of the SAFETEA-LU of 2005, as amended, concerning the utilization of federally provided transportation revenues; and

WHEREAS, the member agencies are eligible to compete for STP funds provided to the region through the State and RTPO in accordance with SAFETEA-LU; and

WHEREAS, the member agencies desire interlocal agreements to equitably distribute SAFETEA-LU in rural Benton County; and

WHEREAS, Benton County is willing to fund a Fuel Tax Redistribution Schedule through the voluntary association of local governments within the region as a method to comply with the provisions of SAFETEA-LU; and

WHEREAS, it is the belief of the member agencies that STP transportation revenue policy receive direction from all local governments; and

WHEREAS, the member agencies are authorized and empowered to enter into this agreement pursuant to Chapter 39.34 R.C.W.;

THEREFORE, in consideration of mutual promises and covenants contained herein it is hereby agreed:

1. **Fuel Tax Redistribution Schedules:** The Fuel Tax Redistribution Schedule shall be in accordance with the following schedule: Seventy five percent (75%) of the money received shall go to Benton County. The remaining twenty five percent (25%) shall be distributed to Prosser and Benton City. Prosser shall receive 66.67% of the 25% and Benton City shall receive 33.33% of the 25%. Benton County shall make a single disbursement to each city as calculated above in 2013, based upon the Rural Benton County STP allotment.
2. **STP Project Funds:** No city shall submit any project application to the BFCOG for consideration or authorization for the STP funds allocated to Rural Benton County. Benton

County shall be the only agency within the region allowed to submit projects to the BFCOG for authorization and obligation of Rural Benton County STP funds.

3. **STP Region Administration:** BFCOG shall allocate and disburse all STP funds allocated to the region during the term of this agreement to Benton County.
4. **Benton County Funds:** The cities will receive Benton County funds and are not subject to federal expenditure rules or regulations. Benton County funds must be used for street, highway, or road purposes only.
5. **Interlocal Cooperation Act Provisions:** All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by the City shall remain the sole property of the City. All vehicles, equipment, inventory purchased by the County shall remain the sole property of the County. All personnel utilized by the City in the fulfillment of this Agreement shall be solely within the supervision, direction, and control of the City and shall not be construed as “loan servants” or employees of the County. All funding incident to the fulfillment of this Interlocal Agreement shall be the sole responsibility of the County. All funding incident to the City’s vehicles, equipment, inventory and maintenance operation expenses as provided in this Agreement, shall be the sole responsibility of the City. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement, anticipated. The Chairman of the Board of County Commissioners for Benton County, Washington shall be designated as the Administrator of this Interlocal Agreement.
6. **Term of this Agreement:** This agreement shall include the remaining term of SAFETEA-LU period to December 31, 2013. No member city shall have the right to withdraw from this agreement. Benton County, upon 180 day written notification to all members, may withdraw from this agreement if Benton County is unable to fund the redistribution amount because of a loss of revenue for county road purposes equal to or exceeding the funding obligation.
7. **Effective Date:** This agreement shall have full force and effect from and after the date Benton County and each and every city within the region become signatories.
8. **Listing of Member Agencies:** Benton County and the following cities lying wholly within Benton County rural area are member agencies: Prosser and Benton City.
9. **Filing of Agreement:** A copy of this Agreement shall be filed with the City Clerk of the City of Benton City, the City Clerk of the City of Prosser and Benton County Public Works who, in accordance with RCW 39.34.040, shall place it on their respective agency’s website or file it with the Benton County Auditor.

APPROVALS

City of Prosser:

Paul Warden
Mayor

3-27-2012
Date

Attest:

Rachel M. Shaw
City Clerk

3/27/2012
Date

Approved as to Form:

[Signature]
City Attorney

3/27/2012
Date:

City of Benton City:

[Signature]
Mayor

2-22-12
Date

Attest:

[Signature]
City Clerk

2-21-12
Date

Approved as to Form:

[Signature]
City Attorney

2/21/12
Date

Benton County:



Chairman, Board of County Commissioners

4-17-2012

Date

Attest:



Clerk of the Board

4-17-2012

Date

Approved as to Form:



Deputy Prosecuting Attorney