

**RESOLUTION NO. 2014-02**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT FOR THE BENTON COUNTY RURAL MAP-21 PROGRAM FOR THE PURPOSE OF ALLOCATING FEDERAL TRANSPORTATION PROGRAM FUNDS; AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT**

**WHEREAS**, Benton County and the City of Benton City recognize the need and desirability to participate in cooperative decision making in order to comply with the requirements of the MAP-21, concerning the utilization of federally provided transportation revenues; and

**WHEREAS**, Benton County and the City of Benton City are eligible to compete for Surface Transportation Program (STP) funds provided to the region through the State and the Regional Transportation Planning Organization (RTPO) in accordance with MAP-21; and

**WHEREAS**, Benton County and the City of Benton City desire to enter into an Interlocal Agreement to equitably distribute MAP-21 funds 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 MAP-21; and


**WHEREAS**, it has been determined by the City Council that the participation in this Interlocal Agreement provides a most efficient manner in the distribution of the STP funds; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the City of Benton City enter into that Interlocal Agreement Between the County of Benton and the City of Benton City, regarding administering Federal STP funds allocated by the State to the Regional Transportation Planning Organization, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and the Mayor of the City of Benton City be authorized and directed to sign said Interlocal Agreement.

**ADOPTED** this 18 day of February, 2014, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 18 day of February, 2014.

Resolution 2014-02 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 18 day of February, 2014.

  
\_\_\_\_\_  
Lloyd R. Carnahan  
Mayor

Attest:

  
\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Kerr Law Group  
City Attorney

**Interlocal Agreement  
for the  
Benton County Rural  
MAP-21 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 MAP-21 Program, pursuant of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W. and the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).

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 MAP-21 Surface Transportation Program (STP);
- (5) RTPO shall mean the Benton-Franklin Council of Governments (BFCOG);
- (6) City shall mean the City of Benton City

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 MAP-21, 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 MAP-21; and

WHEREAS, the member agencies desire interlocal agreements to equitably distribute MAP-21 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 MAP-21; 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: Ninety one point six seven percent (91.67%) of the money received shall go to Benton County. The remaining eight point three three percent (8.33%) shall be distributed to Benton City. Benton County shall make a single disbursement as calculated above in 2014, based upon the Rural Benton County STP allotment.
2. **STP Project Funds:** Benton City shall not 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:** Benton City 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 MAP-21 period to December 31, 2014. 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 Benton City become signatories.
8. **Listing of Member Agencies:** Benton County and Benton City lying wholly within Benton County rural area are member agencies.
9. **Filing of Agreement:** A copy of this Agreement shall be filed with the City Clerk of the City of Benton City 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 Benton City:

Scott Cooper  
Mayor

2-18-14  
Date

Attest:

Stephanie Haug  
City Clerk

2-18-14  
Date

Approved as to Form:

Paul Kelly  
City Attorney

2/18/14  
Date:

Benton County:

James R. Brewer

Chairman, Board of County Commissioners

3-18-2014  
Date

Attest:

Carrie Mung  
Clerk of the Board

3-18-2014  
Date

Approved as to Form:

Deputy Prosecuting Attorney

\_\_\_\_\_  
Date