

RESOLUTION NO. 1911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON, authorizing an Interlocal Agreement with numerous municipalities regarding payment and supervision for sales tax sourcing lobbyist services.

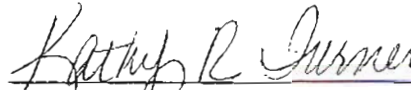
WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and,

WHEREAS, the City Council finds it desirable and in the City's best interest to enter into an interlocal agreement with the Cities of Auburn, Bothell, Burlington, College Place, Everett, Issaquah, Olympia, Puyallup, Redmond, Renton, Sedro-Wooley, Tukwila, Woodinville and other cities that later join, to facilitate payment and supervision for sales tax sourcing lobbyists;

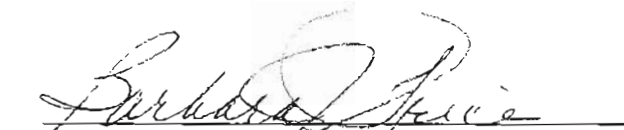
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Puyallup:

The City Council hereby approves the Interlocal Agreement between the City of Puyallup, and the above-referenced municipalities, a copy of which is attached as Exhibit "A" and incorporated by this reference. The City Manager is authorized to sign such Agreement on behalf of the City of Puyallup in a form as approved by the City Attorney.

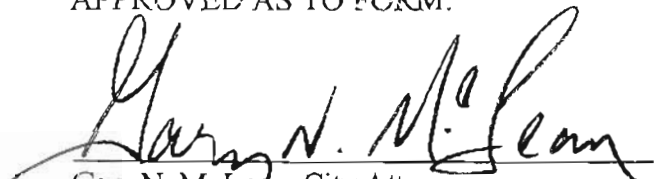
ADOPTED by the City Council of the City of Puyallup at a regular meeting this 15th day of November 2004.


Kathy R. Turner, Mayor

ATTEST:


Barbara J. Price, City Clerk

APPROVED AS TO FORM:


Gary N. McLean, City Attorney

FEB 02 2005

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KENT AND THE CITIES OF AUBURN,
BOTHHELL, BURLINGTON, COLLEGE PLACE, EVERETT,
ISSAQUAH, OLYMPIA, PUYALLUP, REDMOND, RENTON,
SEDRO-WOOLEY, TUKWILA, AND WOODINVILLE,
REGARDING PAYMENT AND SUPERVISION FOR SALES TAX
SOURCING LOBBYIST SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the CITY OF KENT, (“Kent”) and the Cities of AUBURN, BOTHHELL, BURLINGTON, COLLEGE PLACE, EVERETT, ISSAQUAH, OLYMPIA, PUYALLUP, REDMOND, RENTON, SEDRO-WOOLEY, TUKWILA, WOODINVILLE, and other cities that later join this Agreement (collectively, the “cities”).

RECITALS

1. The cities are public agencies as defined by Ch. 39.34 of the Revised Code of Washington, and may enter into interlocal agreements on the basis of mutual advantage to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

2. The cities have determined that proposed legislation intended to be presented to the state legislature in 2005, commonly referred to as “Sales Tax Streamlining” (“SST”) legislation, poses a real economic threat to their tax structure and revenue base.

3. The potential revenue loss that this legislation may cause is so severe that the cities have determined to hire one or more lobbyists to monitor SST legislation and to assist the cities to develop and propose alternative legislation.

NOW THEREFORE, in consideration of the terms and provisions contained herein, the cities agree as follows:

AGREEMENT

4. Purpose. It is the purpose of this Agreement to collectively pay for the lobbying services needed to represent the cities’ interests in any proposed SST legislation.

5. Duration. This Agreement will take effect on the last date entered under the signature blocks listed at the end of this Agreement. Unless terminated by any party in accordance with Section 8, Termination, this Agreement shall remain in full force and effect for not more than three (3) years. This Agreement may be extended by mutual written agreement of the parties.

8. Termination.

8.1 *Termination by Notice.* Any participating city may terminate its participation in this Agreement by providing at least thirty (30) calendar days prior written notice to all other participating cities. The terminating city must pay the full share of fees due for the quarter within which the withdrawal becomes effective, even if the terminating city does not use or benefit from those services for the entire quarterly period. Except as provided in section 8.2, the termination of participation by a city shall not result in the termination of this Agreement with respect to the other cities.

8.2 *Termination by Mutual Written Agreement.* This Agreement may be terminated at any time by mutual written agreement of a majority of the then participating cities.

8.3 *Termination by Expiration of Term.* In any event, this Agreement will terminate three (3) years from its effective date.

8.4 *Distribution of Assets upon Termination.* It is not anticipated that any assets will be acquired as a result of participating in this Agreement. If, however, any assets are acquired with joint funds of the cities, those assets will be equally divided among the cities at the asset's fair market value upon termination. The value of the assets shall be determined by using commonly accepted methods of valuation.

9. Miscellaneous.

9.1 *Amendments.* This Agreement may only be amended by mutual written agreement of the participating cities.

9.2 *Severability.* If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.3 *Interpretation.* The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

9.4 *Ownership of Property.* Any property owned and used by Kent in connection with this Agreement shall remain the property of Kent, and any property owned and used by any other participating city shall remain the property of that city, unless otherwise specifically provided for in this Agreement.

9.5 *Notice.* All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice will become effective upon

<p>BOTHELL:</p> <p>CITY OF BOTHELL</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>	<p>BURLINGTON:</p> <p>CITY OF BURLINGTON</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() ___ - ___ (telephone)</p> <p>() ___ - ___ (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() ___ - ___ (telephone)</p> <p>() ___ - ___ (facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p>

<p>ISSAQUAH:</p> <p>CITY OF ISSAQUAH</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>	<p>OLYMPIA:</p> <p>CITY OF OLYMPIA</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() - (telephone)</p> <p>() - (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() - (telephone)</p> <p>() - (facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p>

<p>RENTON:</p> <p>CITY OF RENTON</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>	<p>SEDRO-WOOLEY:</p> <p>CITY OF SEDRO-WOOLEY</p> <p>By: _____ <small>(signature)</small></p> <p>Print Name: _____</p> <p>Its _____ <small>(Title)</small></p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() ___ - ___ (telephone)</p> <p>() ___ - ___ (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() ___ - ___ (telephone)</p> <p>() ___ - ___ (facsimile)</p>
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EXHIBIT "A" – GENERAL SCOPE OF SERVICES

- A. Provide general lobbying assistance to the City of Kent and cities working in coalition with Kent, regarding the issue of "Streamlined Sales Tax" (SST) – and particularly with regard to the local sales tax "sourcing" provisions of SST.
- B. Assist the City of Kent, and cities working in coalition with Kent, with development of an overall strategy and plan related to legislation, stakeholder outreach, informational materials, and financial modeling.
- C. Participate in strategy sessions and discussions regarding the SST/sourcing issue with officials of the City of Kent and other cities working in coalition with Kent, prior to the start of the 2005 Session of the Washington State Legislature.
- D. Attend meetings with key state legislators that may take part prior to the start of the 2005 Session of the Washington State Legislature.
- E. Represent the interests of Kent and other cities working in coalition with Kent, on SST/sourcing in Olympia, particularly with regard to: communication with legislative leadership; lawmakers who chair and/or have membership of fiscal committees with jurisdiction over the SST/sourcing issue; the Governor's Office and Office of Financial Management; the State Department of Revenue; the Association of Washington Cities (AWC) as necessary; and other parties as jointly determined to be necessary by the City and Contractor.
- F. Assist the City of Kent and cities working in coalition with Kent on preparation, background, and information that may be necessary for any legislative hearing or meeting, or any Executive Branch meeting, with respect to SST/sourcing.
- G. Develop a main point of contact for regular reporting on the progress and status of the SST/sourcing issue, as well as a regular pattern of reporting in writing or verbally. Main point of reporting contact in Olympia shall be the City of Kent's Government Affairs Consultant - Doug Levy, Owner/Consultant, Outcomes By Levy. Main point of reporting contact for SST/sourcing matters outside of Olympia shall be Mike Martin, Chief Administrative Officer, City of Kent.
- H. Complete in a timely and accurate fashion all forms and reports required of lobbyists by the state and other lawful jurisdictions.
- I. Provide timely telephone or e-mail updates as jointly determined necessary by the City and Contractor.

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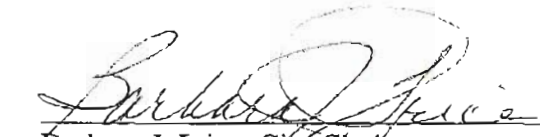
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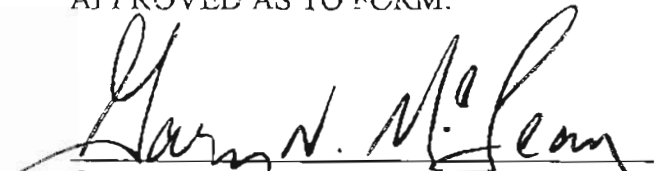
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