

RESOLUTION

07 842

Exhibit "A"

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: INTERLOCAL COOPERATION
AGREEMENT FOR WINTER ROAD MAINTENANCE BETWEEN KLICKITAT COUNTY
AND BENTON COUNTY

WHEREAS, in the interest of public safety and motor vehicle safety, Klickitat County and
Benton County desire to cooperate with each other to perform winter road maintenance services
for certain county roads within each county; and


WHEREAS, Klickitat County and Benton County are able to provide such winter road
maintenance on such county roads for the benefit of each county; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and
cost efficient road maintenance services, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperation Agreement for Winter Road Maintenance
with Klickitat County be approved and signed by the Board of County Commissioners.

Dated this 3rd day of December 2007.


Chairman


Chairman Pro-Tem


Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:SWB

RESOLUTION
Exhibit B

BEFORE THE BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

IN THE MATTER OF AN INTERLOCAL)
COOPERATION AGREEMENT FOR)
WINTER ROAD MAINTENANCE)
SERVICES BETWEEN KLICKITAT)
COUNTY AND BENTON COUNTY)

Resolution No. 21107

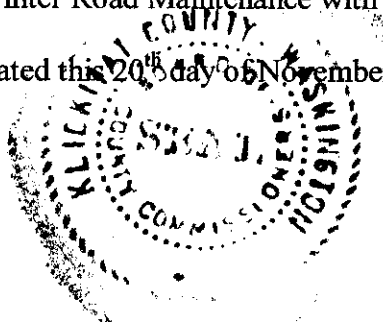
WHEREAS, in the interest of public safety and motor vehicle traffic safety, Klickitat County and Benton County desire to cooperate with each other to perform winter road maintenance services for certain county roads located within each county; and

WHEREAS, Klickitat County and Benton County are able to provide such winter road maintenance on such county roads for the benefit of each county; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient road maintenance services.

NOW, THEREFORE BE IT RESOLVED that the Interlocal Cooperation Agreement for Winter Road Maintenance with Benton County be approved.

Dated this 20th day of November, 2007.



ATTEST:

[Handwritten Signature]

Clerk of the Board
Klickitat County, Washington

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Ray Thayer

Chairman

ABSENT

Commissioner

Art M. Dater

Commissioner

C26707



RETURN TO: COUNTY ENGINEER
P.O. Box 1001
PRAIRIE, WA 99350

**INTERLOCAL AGREEMENT FOR PROVISION OF
WINTER ROAD MAINTENANCE SERVICES
BENTON COUNTY WASHINGTON
Klickitat County, WASHINGTON**

This Agreement is made and entered into this 3 day of Dec, 2007, by and between Benton County, State of Washington and Klickitat County, State of Washington for the mutual benefits derived thereof.

WHEREAS, in the interest of public safety and motor vehicle traffic safety, Benton County and Klickitat County desire to cooperate with each other to perform winter road maintenance services for certain county roads located within each county as more fully described below; and

WHEREAS, Benton County and Klickitat County are able to provide such winter road maintenance on such county roads for the benefit of each county; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient road maintenance services; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an Agreement for cooperative actions.

NOW, THEREFORE, the parties agree as follows:

1. Responsibilities of Benton County. Benton County will perform all winter road maintenance work for Klickitat County on McKinley Springs Road from its intersection with the Benton County/Klickitat County line to its intersection with Alderdale Road.

A. Winter maintenance will be performed in conjunction with other maintained county roads in the area at the cooperating county's normal frequency of plowing, sanding and/or other winter maintenance activities and at the County's own expense.

6. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

7. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

8. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

9. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party.

10. Duration and Termination. This Agreement shall commence on the date and year signed by the last Party and may be terminated for any reason whatsoever by either Party at any time providing thirty (30) days written notification to the Other Party

11. Indemnification. Each party shall defend, protect, and hold harmless the other Party from and against all claims, suits, and/or actions arising from the negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages shall be levied in proportion to the percentage of negligence attributed to each party.

12. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

13. Litigation. In the event any suit or action is instituted by either party to enforce compliance with or interpret any terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney's fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for the County filing the suit or action.

14. Filing of Agreement. A copy of this Agreement shall be filed with the Benton County Auditor and the Klickitat County Auditor.

15. Evidence of Authority. Upon execution of this Agreement, each County shall provide the other County with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document shall be attached

hereto and incorporated herein as **Exhibit "A"** (Benton County) and **Exhibit "B"** (Klickitat County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
KLICKITAT COUNTY, WASHINGTON

Lo M Bauerman
Chairman

Ray Gray
Chairman

Clayton K. Olson
Chairman Pro Tem

ABSENT

Max E. Benitez
Member

Art M. Carter

Attest:

Attest:

Carmelita
Clerk of the Board

[Signature]
Clerk of the Board

12-3-07
Date

11/24/07
Date

Approved as to Form:

Approved as to Form:

Kathleen B. Fitzgerald
Benton County
Senior Deputy Prosecuting Attorney

[Signature]
Klickitat County
Prosecuting Attorney

11/30/07
Date

11-13-07
Date