

RESOLUTION 2012 259

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF
BENTON COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL
COOPERATIVE AGREEMENT BETWEEN THE CITY OF BENTON CITY AND
BENTON COUNTY, WASHINGTON FOR A BALLOT DROP BOX AT CITY HALL

WHEREAS, the Benton County Auditor received a Help America Vote Act (HAVA) grant to
install a ballot drop box in the City of Benton City; and

WHEREAS, the City of Benton City, Benton County Disability Advisory Committee, and the
Benton County Auditor have agreed that the appropriate location to install a ballot drop box is at
City Hall, 708 9th Street, Benton City, WA 99320; **NOW, THEREFORE,**

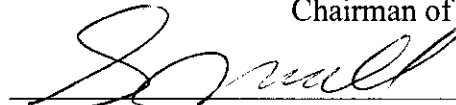
BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County
Washington, the Board hereby approves the Interlocal Cooperative Agreement between the City
of Benton City and Benton County, Washington for a ballot drop box at City Hall; and


BE IT FURTHER RESOLVED, that the Chairman of the Board is authorized to sign the
attached Interlocal Cooperative Agreement; and

BE IT FURTHER RESOLVED the term of the attached agreement commences on full
execution thereof and expires December 31, 2030.

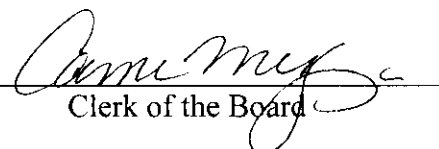
Dated this 15 day of May 2012.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: 
Clerk of the Board

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF BENTON CITY AND BENTON COUNTY, WASHINGTON,
for a
BALLOT DROP BOX AT CITY HALL

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2012 between the City of Benton City, Washington, a Washington Municipal Corporation, hereinafter "CITY" and Benton County, Washington, a Washington Municipal Corporation, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

WHEREAS, the Jurisdictions have determined that constructing a ballot drop box at City Hall is in the best interest of the Jurisdictions and the public; and,

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of a ballot drop box at 708 9th Street, a building owned by CITY. This ballot drop box shall be hereinafter referred to as the "PROJECT."

Section 2. Designated Contacts. The designated contacts for the purposes of administration of this agreement shall be:

CITY: Stephanie Haug
City Clerk
708 9th Street
Benton City, Washington 99320
(509)588-3322 / cclerk@owt.com

COUNTY: Stuart Holmes
Benton County Election Supervisor
620 Market St
Prosser WA 99350
509-786-5618 / stuart.holmes@co.benton.wa.us

Section 3. Planning, Construction and Maintenance.

The COUNTY shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task:

- (a) Create any plans necessary and engage in any engineering, soil testing, or any other process or procedure upon which initiation or completion of the PROJECT is made necessary by operation of any ordinance, statute or administrative rule;
- (b) Install the drop box at an agreed upon location;
- (c) Maintain the PROJECT, after it is placed into service, as it does and would any other ballot drop box;
- (d) Repair/replacement of PROJECT, in the event that maintenance or replacement is required the COUNTY shall provide required maintenance. If CITY labor is required the parties shall mutually agree on a method of compensation.

The CITY shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task:

- (a) Complete the construction of the work as identified on the plans provided by the COUNTY;
- (b) Oversee and administer the construction of PROJECT including resolving any issues, conflicts, disputes which may come about;
- (c) Inspect the PROJECT at stages required by inspection ordinances or laws, including at the final stage;
- (d) Provide any graffiti removal.

Section 4. Funding. COUNTY shall reimburse the CITY for all costs directly associated with work completed by the CITY as designated on the plans prepared by the COUNTY for the PROJECT. The reimbursement of costs is further subject to the following conditions:

- (a) Reimbursement shall be for actual costs incurred for the construction, only;
- (b) Reimbursement shall not be made until the PROJECT has been approved by the COUNTY, and CITY has provided COUNTY with an accounting of the costs incurred in the construction of the project.

Section 5. Ownership, and Consideration Nothing in this agreement is intended to modify or impede CITY's ownership of the property upon which PROJECT will be located, and CITY, at all times, shall retain full title to the property as well as the PROJECT, at all stages of construction and upon completion. As consideration for

COUNTY's reimbursement of CITY's construction costs as set out above, CITY agrees to the following conditions on the operation of the PROJECT:

- (a) Once the PROJECT is completed and approved by COUNTY, the CITY shall allow the general public, reasonable access to PROJECT.

Section 6. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 7. Indemnification. COUNTY shall indemnify, hold harmless and defend CITY, its elected officials, employees and agents, from all claims, lawsuits, or any liability whatsoever, including costs and attorney's fees, for property loss or damage, bodily injury, sickness or death, personal and advertising injury, and any other tort loss, related to or arising from:

- (a) The use of the PROJECT by the public;

COUNTY's responsibilities under this indemnification provision include investigating, adjusting and defending the alleged loss. PROVIDED that COUNTY shall have no obligation to indemnify CITY to the extent that the alleged loss is caused by CITY, its elected officials, employees or agents.

Section 8. Insurance The Jurisdictions recognize that each of them are insured to a sufficient level and with appropriate limits of liability through respective risk pools and will maintain insurance in the same coverage and amounts as each Jurisdiction currently has coverage. If either Jurisdiction makes changes that decreases the coverage or amounts of coverage they shall notify the other Jurisdiction in writing 60 days prior to effective date of said change. The Jurisdictions agree that during the term of this agreement, they shall not cause the terms of their policies to exclude coverage for any activity or condition related to the planning, construction and maintenance of the PROJECT.

Section 9. Term of Agreement and Termination.

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) Either party can terminate this agreement after giving the other party 90 days prior written notice. The party requesting termination of the agreement shall be responsible for all costs associated with removal of the ballot drop box and restoring the property.
- (c) This Agreement shall expire on December 31, 2030.
- (d) Upon termination or expiration of this agreement the Benton County Auditor's Office will maintain ownership of the ballot drop box.

Section 10. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either

Jurisdiction during the term of this Agreement and for three years after its termination.

Section 11. No Separate Legal Entity. It is not the intention of this agreement to create a separate legal entity to conduct the cooperative undertaking and none of the provisions of this agreement should be construed as such. The acquiring, holding or disposing of real or personal property is not contemplated by or authorized by this agreement.

Section 12. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 13. Administrator. The PROJECT administrator shall be Brenda Chilton.

Section 15. Interlocal Cooperation Act Provision. Each party will use its own vehicles, equipment, inventory and personnel for the respective performances under the terms of this Agreement, which shall remain the sole property and responsibility of each respective party. All personnel utilized by the City and the County in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special fund or budget are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking nor is the acquiring, holding, or disposing of any real or personal property.

A copy of this Agreement shall be filed with the Benton County Auditor, or posted upon the website of either of the entities in compliance with RCW 39.34.040.

Section 16. Dispute Resolution. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR) with both parties waiving their right to a jury trial upon de novo appeal; and venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

Section 17. Entire Agreement. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

City Of Benton City

Lloyd Carnahan
Mayor

Date: April 18 2012

ATTEST:

Stephanie Haug
City Clerk

Date: April 18, 2012

APPROVED AS TO FORM:

[Signature]
City Attorney

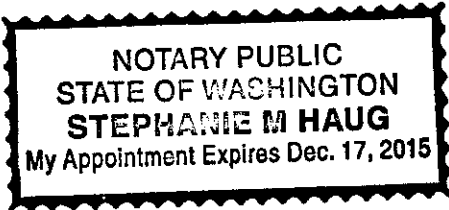
Date: April 17, 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that **Lloyd Carnahan** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 18th day of April, 2012



Stephanie Haug
Signature of Notary
Stephanie Haug +

Print or stamp name of Notary
Notary Public for the State of
Washington; residing at
Franklin Co.

My appointment expires 12/17/15

BENTON COUNTY

James Beaver

Chairman
Board of County Commissioners

Date: 5-15 2012

ATTEST:

Cammy
Clerk to the Board

Date: 5-15 2012

APPROVED AS TO FORM:

Kimly
Deputy Prosecuting Attorney

Date: May 2 2012

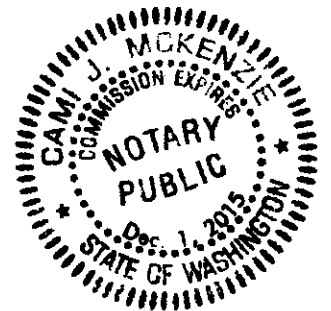
STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that James Beaver is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 15 day of May, 2012.

Cammy
Signature of Notary



Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

Kennwick, WA
My appointment expires 12/1/2015