

RESOLUTION 2021 367

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERGOVERNMENTAL AGREEMENT FOR COMBINED STATE AND LOCAL VOTERS' PAMPHLET WITH THE SECRETARY OF STATE'S OFFICE

WHEREAS, the Office of the Secretary of State is authorized by RCW 29A.32.010 to publish and distribute a Voters' Pamphlet statewide and the County is mandated by RCW 29A.32.210 to print and distribute a local voters' pamphlet;

WHEREAS, Chapter 39.34 RCW authorizes governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities;

WHEREAS, the production and distribution of a combined state and local Voters' Pamphlet enhances voter knowledge and reduces production and distribution costs;


WHEREAS, the current agreement between Benton County and the Secretary of State to publish and distribute a combined state and local Voters' Pamphlet will expire June 30, 2021; NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the Intergovernmental Agreement for Combined State and Local Voters' Pamphlet between the State of Washington, Office of the Secretary of State, and Benton County; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the attached Intergovernmental Agreement; and


BE IT FURTHER RESOLVED that the Intergovernmental Agreement commences on the date the last party executes the Agreement through June 30, 2026.

Dated this 11 day of May, 2021.



Chairman of the Board
SHON SMALL - ABSENT

Member


Member
Constituting the Board of County Commissioners of Benton County, Washington

Attest: 
Clerk of the Board

**INTERGOVERNMENTAL AGREEMENT FOR COMBINED
STATE AND LOCAL VOTER'S PAMPHLET**

This intergovernmental agreement (the "Agreement") is entered into between the State of Washington, Secretary of State (the "Secretary") and the Benton County Auditor ("County").

WHEREAS, the Secretary is authorized by RCW 29A.32.010 to publish and distribute a Voters' Pamphlet statewide and the County is authorized by RCW 29A.32.210 to adopt ordinances authorizing publication and distribution of a local Voters' Pamphlet, and

WHEREAS, Chapter 39.34 RCW authorized governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities, and

WHEREAS, the production and distribution of combined state and local Voters' Pamphlets enhances voter knowledge and reduces production and distribution costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. PERIOD OF PERFORMANCE

The Period of Performance under this Agreement shall be from the date of execution (the "Effective Date") through June 30, 2026, unless otherwise terminated as provided herein.

2. DUTIES

A. Participating Jurisdictions, in cooperation with the Secretary, will publish and distribute combined General Election Voter's Pamphlets.

B. The Secretary and the County will each be responsible for completion of their specific duties no later than is required for publication of the Voter's Pamphlets by the Secretary.

C. The Secretary and the County will each comply with their own administrative rules regarding publication of Voters' Pamphlets.

D. The Secretary will:

1. Specify the format and layout information contained in the combined Voters' Pamphlet;

2. Identify specifications and deadlines for submission of County material;

3. Prepare bid specifications for printing solicitation including typesetting, composition, preparation of negatives, publication and distribution by mailing;

4. Provide copies of bid specifications to participating jurisdictions in a timely manner;

5. Solicit and award printer bids; and

6. Exercise editorial control over all information to be published in the combined Voters' Pamphlet.

E. The County will:

1. Determine the contents of the local portion of the Pamphlet, subject to editorial control by the Secretary; and

2. Determine the composition and typesetting of the local portion of the Pamphlet, according to format specifications set by the secretary.

3. CONTENT OF VOTERS' PAMPHLETS

The pamphlet shall contain all of the information and elements required by law for both the statewide and local Voters' Pamphlets. The Secretary may also allow inclusion of non-mandatory information. Contents may include the following:

- A. The official and legal identification of each statewide measure by serial designation or number;
- B. The full text of each statewide measure;
- C. A statement prepared by the attorney general explaining the law as it presently exists for each statewide measure;
- D. A statement prepared by the attorney general explaining the effect of each proposed statewide measure if it becomes law;
- E. The fiscal impact statement for each statewide measure;
- F. The total number of votes cast for and against a statewide measure in the senate and house of representatives, if the measure has been passed by the legislature;
- G. An argument advocating the voters' approval of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- H. An argument advocating the voters' rejection of a statewide measure together with any statement in rebuttal of the opposing argument, followed by the names of the committee members who submitted the argument;
- I. Two-page advisory notes for each statewide measure;
- J. Front and back cover, table of contents, and introduction;
- K. A list of jurisdictions that have measures or candidates in the Pamphlet;
- L. Sample ballot or voters checklist;
- M. Description of the office of precinct committee officer and its duties;
- N. General voting and election information including election laws, description of the campaign process, and voter participation options;
- O. Name, address, and telephone number of each political party with candidates in the pamphlet;
- P. Address and telephone number of the Public Disclosure Commission, as well as a summary of requirements for contributions to candidates and political parties, and an explanation of federal income tax credits and deductions available to persons who make such contributions;
- Q. The statement and photograph of each applicable state, city, county, and participating district candidate qualified to be included;
- R. Voter Registration information;
- S. Absentee ballot request form and application instructions;
- T. The text of each local government measure accompanied by an explanatory statement prepared by the prosecuting attorney for any county measure or by the attorney for the jurisdiction submitting the measure if other than a county measure. All explanatory statements for city, town, or district measures not approved by the attorney for the jurisdiction submitting the measure shall be reviewed and approved by the county prosecuting attorney or city attorney, when applicable, before inclusion in the pamphlet;
- U. The arguments for and against each local government measure, submitted by committees selected pursuant to RCW 29A.32.280;
- V. For local partisan primary elections, information on how to vote the applicable ballot format and an explanation that minor party candidates and independent candidates will appear only on the general election ballot;
- W. Governmental organization information;
- X. General campaign finance information;
- Y. Maps; and
- Z. Other permissible material approved by the Secretary.

4. APPORTIONMENT OF COSTS

- A. Participating Jurisdictions

Each county that has a current agreement with the Secretary for production of a combined state and local Voters' Pamphlet will be paid by the participating jurisdiction to which that material is attributable, unless prior written agreement is obtained from the Secretary's authorized representative.

B. Composition Costs

The typesetting and composition costs for each edition of the combined state and local Voters' Pamphlets will be paid by the participating jurisdiction to which that material is attributable in each edition unless specific arrangements are made with and agreed to in writing by the Secretary.

C. Production and Distribution Costs

The production and distribution costs of the combined state and local Voters' Pamphlet shall be apportioned to and paid by each participating jurisdiction as follows:

1. For each edition distributed wholly or partially within the jurisdiction, determine (a) the number of pages in that edition attributable to each of the participating jurisdictions, and (b) the cost of production and distribution for that edition;
2. For each edition, determine the total cost of each page by dividing total cost of the edition (step 1(b)) by the number of pages in that edition;
3. For each participating jurisdiction included within an edition, multiply the total pages attributable to that jurisdiction (step 1 (a)) by the cost per page for that edition; and
4. For each participating jurisdiction, fifteen percent will be added to the direct cost total to cover "indirect cost" or overhead.

D. Errors and Omissions

The cost of additional composition, production, or distribution due to error or omission shall be paid by the party responsible for the error or omission. The Secretary will determine the amount of additional costs.

E. Deadlines

Timely submission of material, pursuant to the specifications and deadlines established by the Secretary, is essential to the efficient and cost-effective production of the combined Voters' Pamphlet. Time is of the essence as to all deadlines established by the Secretary. Any party submitting materials after the deadline shall be responsible for all additional costs caused by that delay, as determined by the Secretary.

F. Billing and Payment.

The Secretary will bill the County its share of costs as a participating jurisdiction using the above formula. The County shall make payment to the Secretary within thirty (30) calendar days of receipt of the billing.

4. **AUTHORIZED REPRESENTATIVES**

The following individuals are responsible for the administration of the agreement between the Office of the Secretary of State and Benton County

- | | | |
|----|------------|---|
| A, | Secretary: | Stuart Holmes
Office of the Secretary of State
PO Box 40229
Olympia, Washington 98504 |
| B. | County: | Brenda Chilton, Benton County Auditor
Amanda Hatfield
Benton County Auditor's Office
PO Box 1440
Prosser, Washington 99350-0470 |

5. **TERMINATION**

A. This Agreement may be terminated by either party with one-hundred-twenty (120) calendar day written notice to the other party's authorized representative. The County shall be liable only for its share of costs relating to Voter's Pamphlet costs incurred prior to the effective day of termination.

B. The County acknowledges that the purpose, scope, and execution of this Agreement cannot in any way delay or interfere with the production of a combined Voters' Pamphlet. Should the County breach any of the terms, conditions or deadlines contained herein, the Secretary shall have the right of immediate termination of this Agreement and the right to charge the County with its pro rata share of the costs to the date of termination.

C. This Agreement may be terminated immediately by the Secretary or the County if funding necessary for future performance of a party's obligations under the Agreement is withdrawn by that party's source of funding, subject to payment of any costs already incurred.

D. The County may choose to opt out of this Agreement one year at a time. The annual opt out requires written notification by the County to OSOS prior to the first day of candidate filing week in that year.

6. **WAIVER**

Waiver of any default may only be in writing and shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the parties to this Agreement, and attached to the original Agreement.

7. **ENTIRE UNDERSTANDING**

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by each party.

8. **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. This Agreement shall also be subject to the ordinances, codes and other laws of the County.

9. **VENUE**

Jurisdiction and venue for all actions to enforce the terms of this Agreement or to obtain redress for any damages resulting from a breach thereof, shall be in the Thurston County Superior Court for the State of Washington.

10. **HEADINGS**

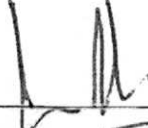
The headings of the various sections of this Agreement have been inserted for convenience and reference only and shall not be deemed part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF THE SECRETARY OF STATE

BENTON COUNTY

 5/17/21
Date

 05-11-2021
Date
Print Name Joanne DeBruin
Title Attain

Mark Neary
Assistant Secretary of State

Lorene Roe

From: Reid Hay
Sent: Monday, April 26, 2021 4:28 PM
To: Lorene Roe
Cc: Brenda Chilton; Amanda Hatfield
Subject: Approval as to form

Lorene,

I have reviewed the voter's pamphlet agreement with the Office of the Secretary of State, OSOS NO. IG-7113, and it is approved as to form.

-- Reid

Reid Hay

Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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