

RESOLUTION 2022 792

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY FOR ROADWAY MAINTENANCE – SNOW OPERATIONS AND VEGETATION SPRAYING

WHEREAS, Chapters 36.01 and 36.32 RCW allows the Board to enter into agreements on behalf of Benton County; and

WHEREAS, Chapter 39.34 RCW Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a 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; and

WHEREAS, Benton County has transferred portions of right of way of certain County Roads to the City of Prosser through annexation; and

WHEREAS, the County and City desire to establish road maintenance responsibilities for Snow Operations and Vegetation Spraying only; and

WHEREAS, a proposed Interlocal, reviewed and approved as to form by the Benton County Prosecuting Attorney's Office, was signed by the Mayor of Prosser, City Clerk and City Attorney; and

WHEREAS, the County Engineer recommends that the Board approve and sign the proposed Agreement with the City of Prosser, finding such to be beneficial to Benton County; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners concurs with the recommendation of the County Engineer and hereby approves of the proposed Interlocal Cooperative Agreement between City of Prosser and Benton County for Roadway Maintenance – Snow Operations and Vegetation Spraying; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the Chairman to sign said Agreement with the City of Prosser on behalf of Benton County; and

BE IT FURTHER RESOLVED, the Interlocal shall be effective on the last date signed and will terminate only by written agreement duly executed by the parties hereto.

Dated this 1 day of November 2022.



Chairman of the Board



Chairman ProTem



Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest. 

Clerk of the Board

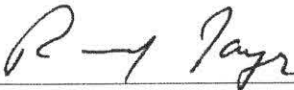
**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 22-1719**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER
APPROVING AN AGREEMENT BETWEEN THE PROSSER AND
BENTON COUNTY FOR ROADWAY MAINTENANCE – SNOW
OPERATIONS AND VEGETATION SPRAYING**

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:


1. The Agreement, the City of Prosser and Benton County, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Once fully executed the City Clerk shall list the agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 11th day of October, 2022.




MAYOR RANDY TAYLOR

ATTEST:

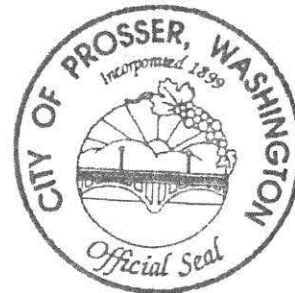


RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY



**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN CITY OF PROSSER AND BENTON COUNTY FOR
ROADWAY MAINTENANCE – SNOW OPERATIONS AND VEGETATION SPRAYING**

This agreement is made and entered into by and between City of Prosser and Benton County, pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

WHEREAS, RCW 39.34, Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a 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; and

WHEREAS, Benton County (hereafter County) has transferred portions of right of way of certain County Roads to the City of Prosser (City) through annexation; and

WHEREAS, the County and City desire to establish road maintenance responsibilities for SNOW OPERATIONS and VEGETATION SPRAYING ONLY on these portions of roads for geographic purposes; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to Chapter 39.34 RCW;

NOW THEREFORE, City and County agree as follows:

1. The purpose of this Agreement is to set forth maintenance responsibilities for snow operations and vegetation spraying under which Benton County, through its Public Works Department, and City of Prosser, through its Public Works Department on portions of roads that have been annexed into the City.
2. City shall perform maintenance for snow operations and vegetation spraying on roads as described in exhibit "A", map of roads is outlined in exhibit "B".
3. County shall perform maintenance for snow operations and vegetation spraying on roads as described in exhibit "A", map of roads is outlined in exhibit "B".
4. Both City and County shall pass a Resolution by their respective boards approving this Agreement.
5. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

City of Prosser's representative shall be the Public Works Director, or designee
Benton County's representative shall be the County Engineer, or designee

6. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.
7. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party.

DATED:

COUNTY BY:



CHAIR OF THE BENTON COUNTY
BOARD OF COMMISSIONERS

CITY BY:



RANDY TAYLOR, MAYOR

ATTEST:



CLERK OF THE BOARD

ATTEST:



RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



DEPUTY PROSECUTING ATTORNEY

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY

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EXHIBIT "A"

ANNEXATION ROAD MAINTENANCE MILEAGE

It should be noted that some of the roads mentioned below only portions were annexed into the City, however for Snow Operations and Vegetation Spraying each organization will maintain the mileage mentioned below and to the limits as shown on Exhibit "B":

City Maintenance Responsibility

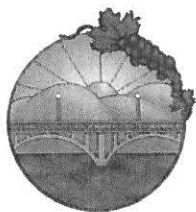
North River Road – Wine Country Road to S. Nunn Road	0.30 miles
S. Nunn Road – North River Road to Nunn Road	0.25 miles

County Maintenance Responsibility

Gap Road – State Limits to Johnson Road	0.38 miles
Hoisington Road – City Portion to Wine Country Road	0.10 miles
Wamba Road – Shelby to Johnson Road	0.07 miles

EXHIBIT "B"
MAP OF ANNEXATION ROADS





CITY OF PROSSER

Washington

PO Box 1639
Prosser, WA 99350
(509)786-2332
Fax (509)786-3717
www.cityofprosser.com

October 25, 2022

Danica Hope
Benton County Purchasing Dept.
7122 W. Okanogan Pl. #E330
Kennewick, WA 99336

RE: Interlocal Agreement for Roadway Maintenance-Snow Operations and Vegetation Spraying

Dear Ms. Hope:

At its regular meeting on October 11, 2022, the Prosser City Council adopted Resolution 22-1719 approving the above referenced Interlocal Agreement.

Enclosed please find a copy of said Resolution and one (1) original Interlocal Agreement signed by Mayor Randy Taylor. Upon approval, please transmit one fully executed copy for our files.

Please feel free to contact me with any questions.

Sincerely,

Rachel Shaw, MMC
City Clerk

Kendall Murphey, CMC
Senior Administrative Assistant

Enclosures as stated