

RESOLUTION 2023 109

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE FINLEY SCHOOL DISTRICT FOR A BALLOT BOX AT FINLEY MIDDLE SCHOOL

WHEREAS, The Benton County Elections Division received a request from Finley School District to install a drop box at Finley Middle School. The Benton County Auditor's Office paid for the cost of the ballot box and decals; and

WHEREAS, Benton County Auditor wishes to enter into an Interlocal Cooperative Agreement with the Finley School District for installation of a ballot drop box at Finley Middle School; and

BE IT RESOLVED, that the Chairman 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 on December 31, 2032.

Dated this 7th day of February, 2023.



Chairman of the Board



Member

Michael Alvarez-approved telephonically

Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Interlocal Cooperative Agreement
Between
Finley School District 53 and Benton County, Washington
for a
Ballot Drop Box at Finley Middle School

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter "Agreement") is entered into this 12th day of December 2022 between Finley School District, Kennewick, Washington, a Washington Municipal Corporation, hereinafter "School District" and Benton County, Washington, a Washington Municipal Corporation, hereinafter "County," hereinafter jointly referred to as the "Parties".

WHEREAS, the Parties are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to merge their efforts, thereby maximizing their ability to provide services and facilities to the public; and,

WHEREAS, the Parties have determined that implementing a ballot drop box at the Finley Middle School located at 37208 S. Finley Rd., Kennewick will benefit both of the Parties; and,

WHEREAS, the Parties, 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 Parties.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the roles of the Parties in the installation, financing, and maintenance of a ballot drop box at 37208 S. Finley Rd., inside a building owned by the Finley School District. 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:

School District: Lance Hahn
Superintendent Finley School District
224606 E. Game Farm Rd.
Kennewick, Washington 99337
509-586-3217 / lhahn@finleysd.org

COUNTY: Amanda Hatfield
Benton County Elections Manager
2618 N. Columbia Center Blvd.
Richland, WA 99352
509-736-3085/ amanda.hatfield@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. Provide the ballot drop box to the School District for installation by the District;
- b. Maintain the Project, after it is placed into service, as it does and would any other ballot drop box;
- c. Maintenance/replacement of Project, in the event that maintenance or replacement is required the County shall provide required maintenance or replacement.

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

- a. Oversee and administer the installation of the Project.
- b. Inspect the Project at stages required by inspection ordinances or laws, including at the final stage.
- c. Provide any graffiti removal.

Section 5. Ownership, and Consideration

Nothing in this agreement is intended to modify or impede School District ownership of the property upon which the Project will be located, and School District, at all times, shall retain full title to the property as well as the Project, at all stages of construction and upon completion. Finley School District agrees to the following conditions on the operation of the Project:

- a. Once the Project is completed and approved by County, the School District shall allow the general public, reasonable access to Project.
- b. The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

Section 6. Modification.

This Agreement may be modified only by written amendment signed by both Parties.

Section 7. Indemnification.

County shall indemnify, hold harmless, and defend School District, 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 the County shall have no obligation, to indemnify the School District to the extent that the alleged loss is caused by the School District, its elected officials, employees, or agents.

Section 8. 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, 2032.
- d. Upon termination or expiration of this agreement the Benton County Auditor's Office will maintain ownership of the ballot drop box.

Section 9. 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 10. 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 11. 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 affect 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 12. Administrator.

The Project administrator shall be Amanda Hatfield, Benton County Elections Manager. The administrator for this Agreement shall be the Superintendent of the School District.

Section 13. 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.

Section 14. Financing and Budget.

This Agreement creates no separate budget or financing method. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
Section 14. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted to each party's website.

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

ATTEST:



Superintendent

Date: 1/20 2023

BENTON COUNTY



Chairman
Board of County Commissioners

Date: February 7 2023

ATTEST:



Clerk to the Board

Date: Feb. 7 2023

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

Date: February 24 2023