

RESOLUTION

2017 719

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE INSTALLATION OF A BALLOT DROP BOX AT THE WEST RICHLAND MUNICIPAL SERVICES FACILITIES BUILDING

WHEREAS, the Benton County previously entered into an Interlocal Agreement with the City of West Richland and installed a ballot drop box at West Richland City Hall;

WHEREAS, the City of West Richland requested an additional ballot drop box at their new Municipal Services Facilities Building at 3100 Belmont Blvd, West Richland;

WHEREAS, the Benton County Auditor recommends installation of a new ballot drop box in West Richland; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the City of West Richland and Benton County Auditor recommendation to install an additional ballot drop box at the West Richland Municipal Services Facilities Building; and

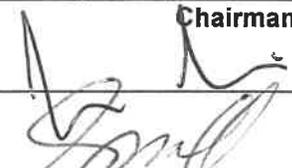
BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Interlocal Cooperative Agreement;

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

Dated this 31 day of Oct, 2017.



Chairman of the Board

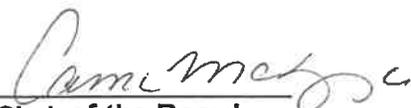


Member



Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: 

Clerk of the Board

Interlocal Cooperative Agreement
Between
The City of West Richland and Benton County, Washington
for a
Ballot Drop Box at the Municipal Services Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 31 day of Oct, 2017 between the City of West Richland, 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 merge their efforts, thereby maximizing their ability to provide services and facilities to the public; and,

WHEREAS, the Jurisdictions have determined that implementing a ballot drop box at the Municipal Services Facility in West Richland will benefit both of the Jurisdictions; 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, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the roles of the Jurisdictions in the installation, financing, and maintenance of a ballot drop box at 3100 Belmont Boulevard, a building owned by the 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: Julie Richardson
City Clerk
3801 West Van Giesen
West Richland, Washington 99353
509-967-3431 / julie@westrichland.org

COUNTY: Amanda Garcia
Benton County Election Manager
620 Market St
Prosser WA 99350
509-786-5618 / amanda.garcia@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 City for installation by the City;
- b. Maintain the Project, after it is placed into service, as it does and would any other ballot drop box;
- c. Repair/replacement of Project, in the event that maintenance or replacement is required the County shall provide required maintenance.

The City 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 City's ownership of the property upon which the 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. 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 the County shall have no obligation, to indemnify the City to the extent that the alleged loss is caused by the 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 Taylor Ranger, Chief Deputy Auditor.

Section 14. 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.

BENTON COUNTY

James Beaver

Chairman
Board of County Commissioners

Date: 10-31- 2017

ATTEST:

Carmen Metzger

Clerk to the Board

Date: 10/31, 2017

APPROVED AS TO FORM:

[Signature]

Deputy Prosecuting Attorney

Date: 10/26/17 2017

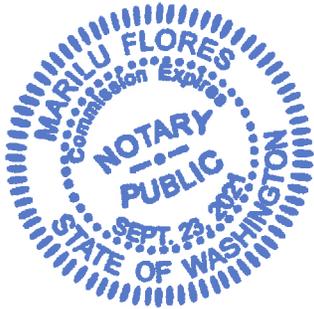
STATE OF WASHINGTON)
)
COUNTY OF BENTON)

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 31 day of Oct, 2017.

Marilu Flores
Signature of Notary



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

9-23-2021
My appointment expires