

Interlocal Cooperative Agreement
Between
City of Richland and County of Benton
for
Drop Box Locations

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 10 day of March, 2020 between the **City of Richland**, a Washington municipal corporation ("City"), and the **County of Benton**, a political subdivision of the State of Washington ("County"). City and County are hereinafter referred to jointly as the "Jurisdictions."

WHEREAS, the Jurisdictions are, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public; and

WHEREAS, March 27, 2012, the Jurisdictions entered into an interlocal cooperative agreement for placement of one (1) ballot box within Jefferson Park, a public park owned and operated by City (see Richland Contract No. 34-12); and

WHEREAS, the Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions; and

WHEREAS, the Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall; and

WHEREAS, the Jurisdictions, by and through their respective governing bodies, have determined that 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 regarding the installation, financing, maintenance and ownership of two (2) Benton County Auditor ballot drop boxes and one (1) Benton County Treasurer tax payment drop box at the city-owned properties identified herein and in the locations depicted on **Exhibit A**.

- Ballot Box No. 1 – Jefferson Park (existing)
- Ballot Box No. 2 – Badger Mountain Community Park, 350 Keene Rd., Richland WA (to be constructed)
- Treasurer's Box No. 1 – Richland City Hall, 625 Swift Blvd., Richland WA (to be constructed)

Collectively, these three (3) drop boxes are referred to hereinafter as the "Projects."

Section 2. Supersession. Upon full execution of this Agreement, the March 27, 2012 Interlocal Cooperative Agreement (Richland Contract No. 34-12) between the Jurisdictions providing for a Benton County Auditor drop box at Jefferson Park is hereby superseded and replaced with this Agreement.

Section 3. Designated Contacts. The designated contacts for the purpose of administering this Agreement are as follows:

CITY: Parks & Public Facilities Contract Administrator
Richland Parks & Public Facilities
625 Swift Boulevard MS-13
Richland, Washington 99352
(509) 942-7463/sjackson@ci.richland.wa.us

COUNTY: *Concerning the Auditor's Office Ballot Drop Boxes:*

Amanda Hatfield
Benton County Election Manager
620 Market Street
Prosser WA 99350
(509) 786-5618/amanda.hatfield@co.benton.wa.us

Concerning the Treasurer's Office Tax Payment Drop Box:

Ken Spencer
Benton County Treasurer
P.O. Box 630
Prosser, WA 99350
(509) 735-8505/ken.spencer@co.benton.wa.us

Section 4. Planning, Construction and Maintenance.

- a. The County shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
 1. Provide the ballot drop boxes to the City for installation by the City;
 2. After placed in service, maintain the Projects as it does and would any other ballot drop box or tax payment drop box for which the County is responsible, including but not limited to graffiti removal and maintenance of doors, hinges, locks, signage and paint surface;
 3. If repair or replacement of the Project(s) is required, the County shall provide required repair and/or replacement at its sole cost.

- b. The City shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
 1. Provide a cost estimate to County for County's approval prior to commencing any work under this Agreement;
 2. Oversee and administer the installation of the Projects;
 3. Inspect the Projects at stages required by inspection ordinances or laws, including at the final stage of construction at completion.

Section 5. Funding. County shall reimburse City for all costs directly associated with work completed by City to install the Projects. The reimbursement of costs is further subject to the following conditions:

- a. Reimbursement shall be for actual costs incurred for the construction (labor/materials) only;

- b. Reimbursement shall not be made until the Projects have been approved by the County, and City has provided County with an accounting of the costs incurred in the construction of the Projects.

Section 6. Ownership and Consideration. Nothing in this Agreement is intended to modify or impede City's ownership of the property upon which the Projects will be located, and City, at all times, shall retain full title to the property as well as the Projects, at all stages of construction until completion. Once the Projects are completed and approved by County, the City will own the concrete pad upon which the boxes are mounted. County will own the box and mounting equipment.

Section 7. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 8. 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 this Agreement. County's responsibilities under this indemnification provision include, but are not limited to investigating, adjusting, and defending the alleged loss. Notwithstanding the foregoing, 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 9. Disclaimer of 24/7 Access. City makes no representations that the Projects will, at all times, be unobstructed and accessible to all patrons. City disclaims any liability for claims, lawsuits, damages, or any causes of action whatsoever resulting from lack of usability or destruction of contents caused by third-party damage. County agrees to hold City harmless from any such claims, lawsuits, damages, or other causes of action that arise from lack of access or destruction of contents due to third-party damage.

Section 10. 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 sixty (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, maintenance or ownership of the Projects.

Section 11. Term of Agreement and Termination.

- a. The term of this Agreement shall become effective on the date first written above upon full execution hereof.
- b. This Agreement may be terminated by either Jurisdiction upon ninety (90) days' written notice. The Jurisdictions agree that the drop boxes will not be physically removed until after the conclusion of the full 90-day written notice period.
- c. This Agreement shall expire on December 31, 2030.

- d. Upon termination or expiration of this Agreement, County will maintain ownership of the ballot drop boxes and the tax payment drop box. At termination or expiration, County is responsible for prompt removal of the Projects, including all costs associated with removal and reasonable restoration of the property.

Section 12. 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 the length of retention required by state law at termination of this Agreement.

Section 13. 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 or authorized by this Agreement. No joint board or administrator is necessary to accomplish the purpose of this Agreement.

Section 14. Evidence of Authority. Upon execution of this Agreement, City shall provide County and County shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit B** (City) and **Exhibit C** (County).

Section 15. 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 16. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party.

Section 17. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Section 18. Dispute Resolution. The Jurisdictions intend to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Jurisdictions agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Section 19. Governing Law; Venue. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 20. Waiver. No waiver by any party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver

BENTON COUNTY

James Beaver
Chairman
Board of County Commissioners

ATTEST:

Came Metzpie
Clerk to the Board

APPROVED AS TO FORM:

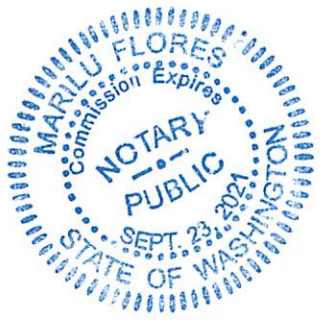
Nikki
Deputy Prosecuting Attorney

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 10 day of March, 2020.



Marilu Flores
Signature of Notary

Marilu Flores
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at
9-23-21
My appointment expires

Exhibit A – Page 1

Richland City Hall
625 Swift Boulevard, Richland WA

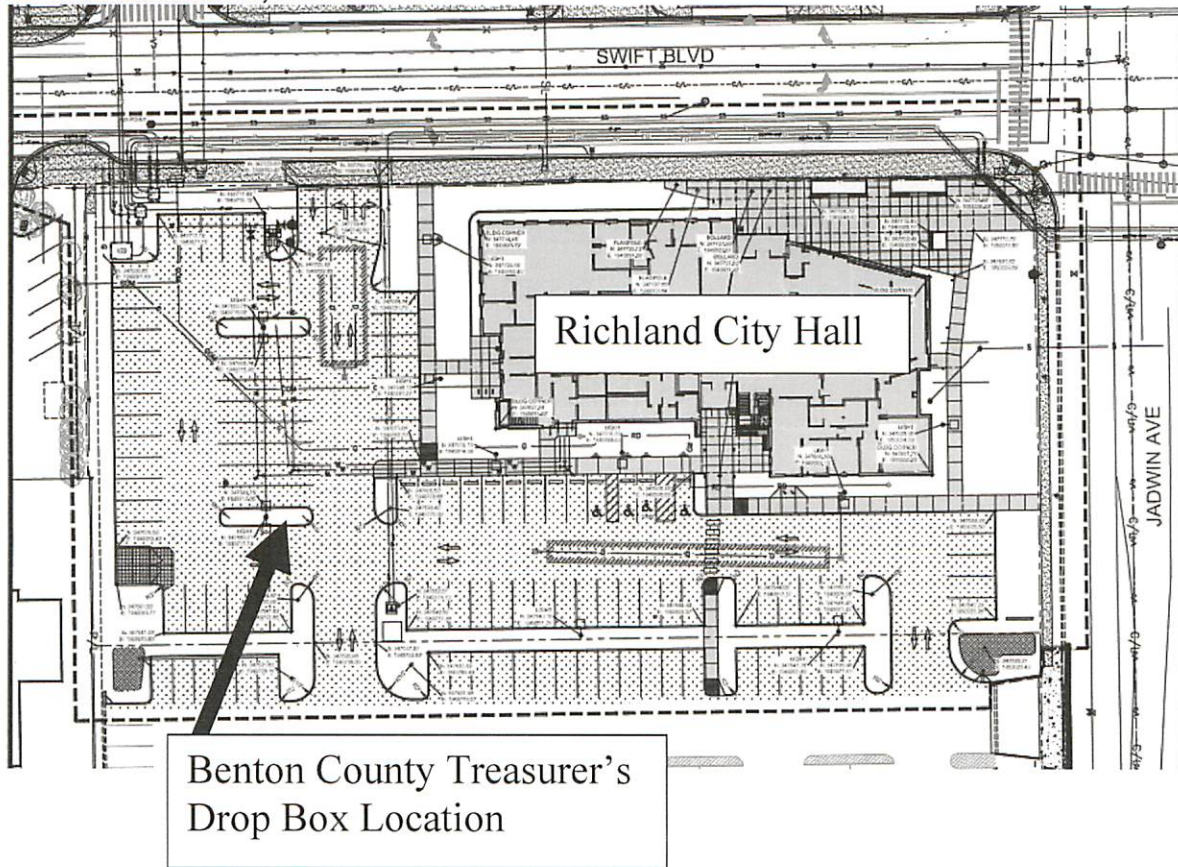


Exhibit A – Page 2

Badger Mountain Community Park
350 Keene Road, Richland WA



Exhibit A – Page 3

Jefferson Park
1340 George Washington Way

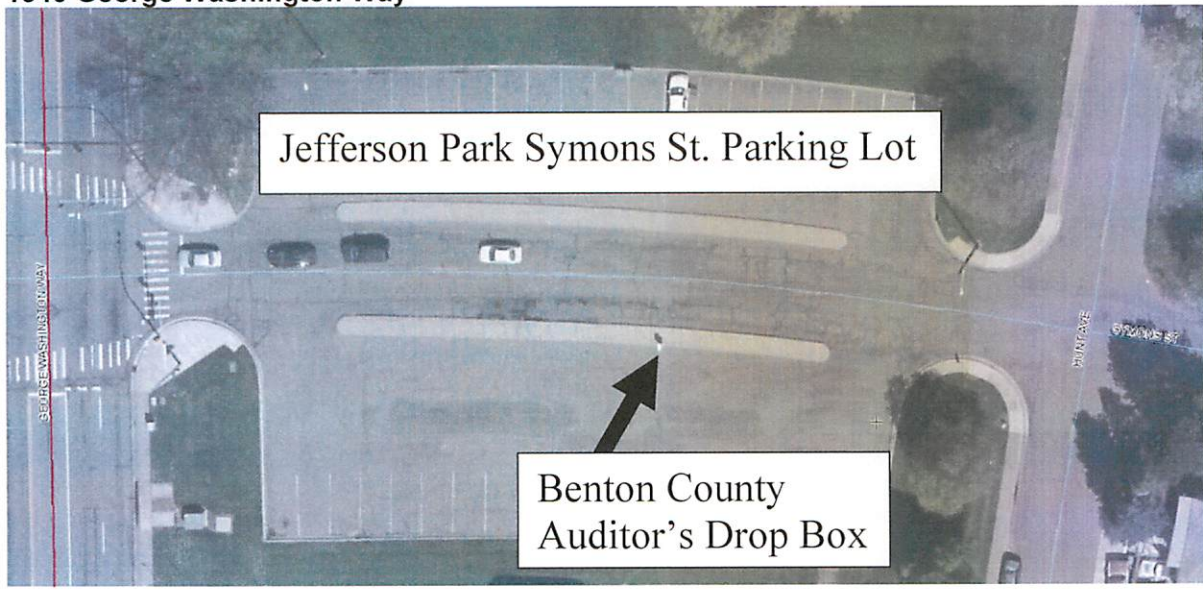


Exhibit B – City of Richland’s Evidence of Authority

RESOLUTION NO. 48-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with Benton County for payment and ballot drop boxes.

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, Benton County and the City of Richland (the "Jurisdictions") are authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public; and

WHEREAS, on March 27, 2012, the Jurisdictions entered into an interlocal agreement for placement of one (1) ballot box in Jefferson Park, a public park owned and operated by the City (see Contract No. 34-12); and

WHEREAS, the Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions; and

WHEREAS, the Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall; and

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

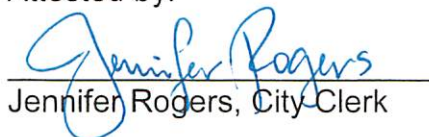
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a restated interlocal agreement with Benton County for placement of Benton County ballot boxes in Jefferson and Badger Mountain Community Parks, and placement of a Benton County tax payment box at Richland City Hall.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

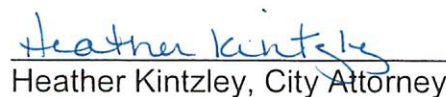
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of March, 2020.


Ryan Lukson, Mayor

Attested by:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Contract No. 54-20

Exhibit C – County of Benton’s Evidence of Authority

RESOLUTION 2020 188

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 RICHLAND AND BENTON COUNTY, WASHINGTON FOR PAYMENT AND BALLOT BOXES

WHEREAS, Benton County previously entered into an Interlocal Cooperative Agreement with the City of Richland for installation of a ballot drop box at Jefferson Park in the City of Richland;

WHEREAS, as a result of the closure of the Richland Annex of the Benton County Auditor, it was necessary to remove the existing ballot drop box and tax payment box at that location;

WHEREAS, the Benton County Auditor recommends that the ballot drop box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the ballot box at the Badger Mountain Community Park;

WHEREAS, the Benton County Treasurer recommends that the tax payment box from the Richland Annex be relocated to another location within the City of Richland and the City of Richland has agreed to the installation and placement of the tax payment box at Richland City Hall;


WHEREAS, it is the desire and agreement of the Benton County Auditor and the City of Richland to continue with the agreement for placement of a ballot box at Jefferson Park; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the recommendations of the Benton County Auditor and Benton County Treasurer for the installation and placement of the ballot box at Badger Mountain Community Park, the installation and placement of the tax payment box at Richland City Hall, and the continuation of the placement of a ballot box at Jefferson Park; and

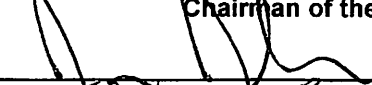
BE IT FURTHER RESOLVED, that the Chairman of the Board is authorized to sign the attached Interlocal Cooperative Agreement; and

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


Dated this 10 day of March, 2020.



Chairman of the Board



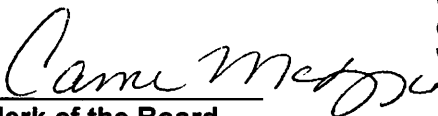
Member



Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____


Clerk of the Board