

FRANKLIN COUNTY RESOLUTION NO. 2014 425

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON

RE: COOPERATIVE AGREEMENT BETWEEN FRANKLIN COUNTY AND ADAMS COUNTY FOR ROAD MAINTENANCE

WHEREAS, pursuant to RCW 39.34, local governmental units are permitted 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, Franklin County and Adams County desire to identify the road maintenance responsibility of each county through their respective Departments of Public Works; and

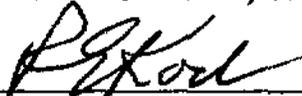
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners, hereby approves the attached Cooperative Agreement between Franklin County and Adams County for Road Maintenance of County Roads lying on the boundary between the two counties through the Department of Public Works as described.

Dated this 22 day of October, 2014

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



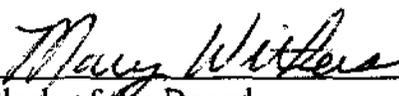
Chair



Chair Pro Tem



Member

Attest: 

Clerk of the Board

COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE

THIS AGREEMENT, supersedes the previous agreement dated on the 14th of March, 1988, made and entered into by and between Adams and Franklin Counties in the interest of better administration and more effective measures as applies to all future maintenance of and improvement to the County Roads lying on the boundary between the two counties, contemplates equal divisions of responsibility as follows:

1. Maintenance

The roads or parts thereof which shall be the sole responsibility of each county are identified on the table in Exhibit A and color coded on Exhibit B and C maps.

2. Improvements (Construction)

The division of costs for all improvements henceforth undertaken shall be on the basis of equal shares to each county of the total cost of materials, labor and equipment rental, and all such future improvements shall be subject to approval by both counties in advance of any work to be undertaken. Further, there shall be a clear understanding of the amount and kind of work to be performed by each county, with proper accounting of the cost, to insure equal sharing regardless of which county may have, by pre-arrangement, contributed the greater amount of value to the improvement. The county which shall have contributed the lesser value to each such improvement shall reimburse the other by the amount necessary to equalize the total cost between the counties.

3. Termination of Agreement

Each county can terminate this agreement at will and without cause by giving a thirty (30) day written notice of their intent to the other county.

4. Time for Beginning and Completion

This Agreement shall commence on the latter of the dates signed by the parties below and shall continue for a period of twelve (12) months, unless terminated sooner in accordance with the provisions of this Agreement. Thereafter, this Agreement will automatically continue until either party provides notice of termination in accordance with the provisions of this Agreement.

5. Indemnification

Adams County and Franklin County each agree to indemnify one another to the extent of the indemnitor's negligence as permitted in RCW 4.24.115.

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6. Assignment

This Agreement may not be assigned in whole or in part by either party, without prior written approval of the other party.

7. Modification

This Agreement may be modified, amended, changed or terminated, in whole or in part, at any time, only upon the mutual written consent of the parties. A copy of any such written consent shall be appended to this Agreement and by this reference incorporated herein.

8. Dispute Resolution

Adams County and Franklin County agree that any dispute arising out of this agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No party shall have recourse to the courts unless and attempt has been made to settle the dispute under the mechanism set forth herein.

9. Partial Invalidity

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

10. Entire Agreement

This Agreement shall contain all of the terms and conditions to be agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties.

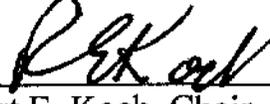
11. Headings

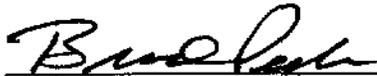
The section headings, captions and titles contained in this agreement are intended for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

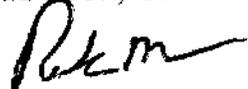
IN WITNESS WHEREOF, the above terms are hereby accepted and by these signatures this agreement becomes the policy of the signatory counties.

DATED this 22 day of October, 2014

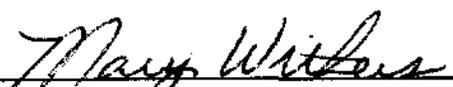
BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Robert E. Koch, Chair


Brad Peck, Chair Pro Tem


Rick Miller, Member

Attest:


Clerk of the Board

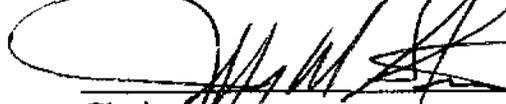
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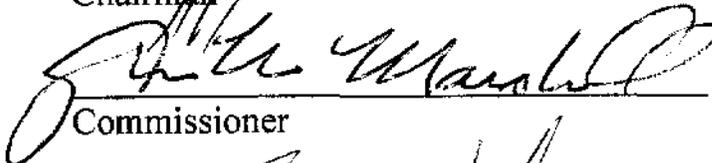
Approved as to form:

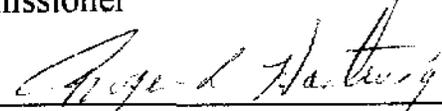

PROSECUTING ATTORNEY'S OFFICE

DATED this 22nd day of December, 2014

BOARD OF COMMISSIONERS
ADAMS COUNTY, WASHINGTON


Chairman


Commissioner


Commissioner

Attest:


Clerk of the Board

Exhibit A: 2009 Adams/Franklin County Road Maintenance Agreement, Road Log Cross-reference

RD # Franklin/ Adams	RD NO. Franklin/ Adams	BMP	EMP	Adams Co. Maint.		Franklin Co. Maint.		TOTL
				Segment Length		Segment Length		
				GRV	BST	GRV	BST	
2660	Lone Star	4.00	4.85	0.85				0.85
42004	Muse	3.32	4.17	0.85				0.85
3000	Mail	1.23	4.14		1.95		0.96	2.91
12001	Muse	0.24	3.19		2.00		0.95	2.94
4990	Mound	0.44	0.48				0.04	0.04
11392	Mound	0.00	0.035				0.035	0.035
2110	Muse Dr.	0.00	4.01			3.05	0.96	4.01
22014	Muse	0.00	4.02			3.05	0.96	4.01
2120	Muse	1.01	5.02	4.01				4.01
22034	Muse	0.00	3.04	3.04				3.04
32004	Muse	0.00	1.01	1.01				1.01
2140	Muse RD W	0.00	0.35			0.35		0.35
22004	Muse	0.00	0.43			0.43		0.43
3070	Scooteney	5.50	5.63				0.13	0.13
12011	Scooteney	0.00	0.13				0.13	0.13
4950	Sunrise Dr.	0.00	0.02				0.02	0.02
NONE	NONE							0.00
2510	Williams	0.00	0.78		0.78			0.78
		0.78	3.02			0.90	1.34	2.24
32014	Muse	0.00	0.71		0.71			0.71
42004	Muse	0.00	2.25			0.91	1.34	2.25

Miles By Type and County: **4.90 2.71 4.30 3.45**
Total Miles By County: **7.61 Miles 7.75 Miles**

Exhibit B: Vicinity Map

