# **Franklin County**

# Board of Commissioners Agenda Summary Report

<b>DATE SUBMITTED:</b> 12/23/2020	PRESENTED BY: Tim Waters				
ITEM: (Select One)  X Consent Agenda To Be Brought Before the Board. Date: 01/05/2021 Time needed:					
SUBJECT / ISSUE: The attached Interagency Agreement between Franklin County and Washington State University Extension and Appendix A.					
FISCAL IMPACT: The entire amount of \$101,178.38 is in the County Agent budget (101020 - 4101).					
ACTION(S) REQUESTED: Approval of a resolution authorizing the Chairman of the Franklin County Commissioners to sign the Interagency Agreement between WSU Extension and Franklin County and Appendix A.					
<b>BACKGROUND:</b> It documents the Franklin County Commissioners to pay a portion of the salaries of the Extension Educators necessary to provide extension programs for the period of January 1, 2021 through December 31, 2021.					
COORDINATION: This document has been completed using the amounts in the 2021 budget and has been reviewed by Jennifer Johnson, Chief Civil Deputy Prosecutor & Risk Manager					
<b>RECOMMENDATION:</b> Recommend the Commissioners to approve the attached resolution authorizing the Chairman of the Franklin County Commissioners to sign the Interagency Agreement between WSU Extension and Franklin County and Appendix A to provide Extension programs for the period of January 1, 2021 through December 31, 2021.					
<b>HANDLING / ROUTING:</b> Return three (3) signed originals of the Interagency Agreement between WSU Extension and Franklin County and Appendix A to Tim Waters in WSU Franklin County Extension Office for delivery to WSU for remaining signatures. One (1) signed original will be returned to the Commissioners' Office after all signatures have been obtained.					
ATTACHMENTS:  1. The Interagency Agreement between Washington S and Appendix A (3 copies for signature)	State University Extension and Franklin County				

I certify the above information is accurate and complete.

2. Resolution (2 copies for signature)

Tim Waters, County Director WSU Extension – Franklin County

FRANKLIN	COUNTY	RESOLUTION NO.	

#### **BEFORE THE BOARD OF COUNTY COMMISSIONERS**

RE: APPROVAL OF INTERAGENCY AGREEMENT BETWEEN FRANKLIN COUNTY AND WASHINGTON STATE UNIVERSITY EXTENSION AND APPENDIX A

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 contract as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED that the attached Interagency Agreement between Franklin County and Washington State University Extension and Appendix A is hereby approved by the Board.

**BE IT FURTHER RESOLVED**, Franklin County agrees to pay Washington State University Extension \$101,178.38 as shown in Appendix A for the period January 1, 2021 through December 31, 2021.

APPROVED this 5th day of January 2021.

	BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON			
	Chairman			
Attest:	Chairman Pro Tem			
Clerk to the Board	Member			
Originals: WSU Franklin County Extension (3)				

# INTERAGENCY AGREEMENT

#### Between

#### WASHINGTON STATE UNIVERSITY EXTENSION

#### And

# Franklin County

#### I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

# II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

- III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:
  - A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
  - B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
  - C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.
  - D. Submit to the County at the beginning of each month an invoice for 1/12 of the contract amount. Current monthly invoice to be billed by the 10<sup>th</sup> and payable on the 25<sup>th</sup> of the

month, or on a schedule mutually agreed upon between WSU and the County. This is a fixed price agreement.

- E. In cases where position vacancies occur due to separations during a contract period, the counties will be invoiced to cover the county portion of annual leave and sick leave payout.
- F. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU <u>Faculty Manual</u> for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension faculty members.

# IV. Under terms of this Interagency Agreement, County will:

- A. Pay the amount agreed upon monthly, or as mutually agreed upon, to Washington State University for Extension education services to be rendered in County. This professional services contract, is known as a fixed price "Appendix A" to this agreement, shall be for a term of one calendar year and will be negotiated prior to the beginning of each calendar year.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10<sup>th</sup> and payable on the 25<sup>th</sup> of the month, or on a scheduled mutually agreed upon between WSU Extension and County. The invoice is to be for 1/12 of the contract amount and is considered fixed price
- C. The county agrees to pay the "county portion" of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners or County Executive, the county will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

# V. Washington State University and County jointly agree that:

A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

B. This Interagency Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

# VI. Non-Discrimination

A. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or any other protected status, in compliance with applicable federal and state law. This includes Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended; the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259); Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; the Americans with Disabilities Act of 1990, as amended; and applicable non-discrimination laws of the state of Washington.

# VII. Terms of Modification or Termination of this Agreement:

A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement. Should the parties be unable to agree on the level of support for professional services of Extension Educators and jointly funded staff in an upcoming contract period specified in Appendix A to this document, either party may terminate the contract. However, written notice of termination must be received before October 1 for termination effective January 1 of the next year.

# VIII. Records Retention

A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

# Dr. Vicki McCracken Date Associate Dean and Director WSU Extension Daniel G. Nordquist Date Associate Vice President Office of Research Support and Operations Date County Commissioners or County Executive Approved as to form: PROSECUTING ATTOR: PROSECUTING ATTOR: PROSECUTING ATTOR: PROSECUTING ATTOR: Date Approved as to form: PROSECUTING ATTOR: Date Approved as to form: PROSECUTING ATTOR: Date Approved as to form:

# INTERAGENCY AGREEMENT Between WASHINGTON STATE UNIVERSITY EXTENSION And Franklin County

# APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2021 through December 30, 2021 to provide an extension program.

Federal Funds \$0.00		N	on-Federal Funds	<u>\$101,178.38</u>		
	TOTAL	L FUNDS	\$101,178.38			
It is understood that non-Fed be identified by WSU as mat funds received by WSU to su	ch for Federal	capacity p	rogram (Hatch Act			
Number				\$ Amount for County Portion		
1	County Director *			\$ <u>24,998.00</u>		
<u> </u>	Extension Faculty			\$ 34,768.50		
1	Administrative Professional			\$ <u>41,411.88</u>		
,	Classified Staff			\$		
	Time-Slip (Hourly)			\$		
*Includes department head responsibilities for one Extension Educator.						
Dr. Vicki McCracken Associate Dean and Director WSU Extension	Date		Commissioners ty Executive	Date		
Daniel G. Nordquist Associate Vice President Office of Research Support as	Date and Operations					