

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 1/10/2022	PREPARED BY: Ashley Heyen
Meeting Date Requested: 1/25/2022	PRESENTED BY: Matt Beaton, Ashley Heyen
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Interagency Agreement between Franklin County and the State of Washington for providing the State of Washington with a reviewer for translated Spanish-language materials.	
FISCAL IMPACT: Revenue; the rate for services is \$0.20 per word not to exceed \$50,000.00.	
BACKGROUND: The office of the Secretary of State produces the State Voters' Pamphlet in several required languages, including Spanish. In order to ensure the accuracy of election terms, it has become the practice to partner with a county familiar with translating election materials in Spanish. There are three such affected counties: Yakima, Franklin, and Adams. If approved, this agreement will be in effect until December 31, 2025.	
RECOMMENDATION: Approval of Interagency Agreement between Franklin County and the State of Washington.	
COORDINATION: Contract reviewed and approved as to form by _____	
ATTACHMENTS: (Documents you are submitting to the Board) 1. 2 copies, resolution 2. 2. Contract	
HANDLING / ROUTING: (Once the document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) 2 copies, 1) Auditor 2) State	

I certify the above information is accurate and complete.

Matt Beaton Co. Auditor Name, Title

FRANKLIN COUNTY RESOLUTION _____

*BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON*

INTERGOVERNMENTAL USER AGREEMENT, OSOS NUMBER I-7339 BETWEEN THE STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ELECTIONS DIVISION, AND THE FRANKLIN COUNTY AUDITOR, TO PROVIDE A REVIEWER FOR TRANSLATED SPANISH-LANGUAGE MATERIALS FOR THE SPANISH GENERAL ELECTION VOTERS' PAMPHLET BEGINNING IN 2022 THROUGH 2025.

WHEREAS, the Office of the Secretary of State, Elections Division, desires to contract with the Franklin County Auditor's Office to provide a reviewer for translated Spanish-language materials to ensure accuracy for the Spanish General Election Voters' Pamphlet beginning in 2022 through 2025, and

WHEREAS, Franklin County desires to furnish the necessary personnel, equipment, material and/or service(s) to review the Spanish Pamphlet text for accurate translation of English text into Spanish text and make suggestions; and

WHEREAS, said agreement will expire on December 31, 2025; 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 the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Intergovernmental User Agreement, OSOS Number I-7339, between the State of Washington, Office of the Secretary of State, Elections Division, and the Franklin County Auditor, to provide a review for translated Spanish-language materials for the Spanish General Election Voters' Pamphlet.

APPROVED this 25th day of January 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

Originals: Auditor
 OSOS Elections Division

cc: Elections Department

APPROVED AS TO FORM
Attorney General's Office

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Clint Didier, Chair

Rocky Mullen, Pro Tem

Brad Peck, Member

ATTEST BY:

Clerk of the Board

APPROVED AS TO FORM:

Jennifer Johnson
Chief Civil Prosecuting Attorney
for Franklin County

by: _____


Deputy Prosecuting Attorney

**INTERGOVERNMENTAL USER AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
ELECTIONS DIVISION,
AND THE
FRANKLIN COUNTY AUDITOR**

This Agreement is entered into by and between the state of Washington, Office of the Secretary of State, Elections Division, hereinafter referred to as "OSOS", and Franklin County, a political subdivision of the State of Washington, with its principal offices located at 1016 North 4th Avenue, Pasco, Washington, by and for the Franklin County Auditor, hereinafter collectively referred to as the "County."

IT IS THE PURPOSE OF THIS AGREEMENT to:

In emergencies, and only when the county is available, provide the OSOS with Spanish translations for emerging situations.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO THAT:

STATEMENT OF WORK

The County shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth below:

The County will receive OSOS's Spanish Primary and General Election Voters' Pamphlet hereinafter referred to as "Spanish Pamphlet," in Microsoft Word ("Word") from OSOS. The County will provide community review of the Spanish Pamphlet text for accurate translation of English text into Spanish text and make suggestions using the "Track Changes" option in Word.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the later of January 1, 2022, or the date upon which both parties have executed this Agreement, and shall expire on December 31, 2025, unless earlier terminated as provided herein. As translations are sent for review, deadlines will be identified and mutually agreed upon.

COMPENSATION

Authority for jointly entering into this Agreement and compensating for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34 RCW. The parties have determined that the cost of accomplishing the work herein will not exceed \$50,000.00 over the four-year period of performance of this Agreement, and OSOS shall maintain a budget in said amount. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

The rate for services performed is \$0.20 per word. The rate per services performed in this Agreement may be changed only upon agreement of the parties to reflect adjustment to market rates.

BILLING PROCEDURES

Reimbursement of County expenses:

The County shall submit invoices with the supporting documentation. All claims shall be submitted to the OSOS Project Manager identified below, with a copy to payables@sos.wa.gov. Invoices shall be submitted for expenses on the following annual schedule:

For expenses	Submit by:
From November 1 through August 31	August 31
From September 1 through October 31	November 30

The Agreement number I-7339 must be referenced on the invoice in order for the invoice to be processed.

Payment for approved and completed work will be made through a credit on the balance owed by the County for its share of the combined Voters' Pamphlet with OSOS. Any additional funds owed to the County above and beyond that amount will be paid by warrant or account transfer by OSOS within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

ADMINISTRATORS

The Project Manager for each of the parties shall be responsible for and shall be the contact person for communications regarding the performance of this Agreement.

<u>Project Manager for the COUNTY is:</u>	<u>Project Manager for OSOS is:</u>
<u>Matt Beaton</u> County Auditor 1016 North 4 th Ave. Pasco, WA 99301 Phone: 509.545.3840 E-mail address: mbeaton@co.franklin.wa.us	<u>Stuart Holmes</u> Office of the Secretary of State Division of Elections PO Box 40229 Olympia, WA 98504-0229 Phone: 360.902.4169 E-mail address: stuart.holmes@sos.wa.gov

Billing Contact for OSOS is:

Maria Thomas

State of Washington
Office of the Secretary of State
Financial Services
P.O. Box 40224
Olympia, WA 98504-0224
Phone: (360) 704-5258 Fax: (360) 704-7830

E-mail address: maria.thomas@osos

SEPARATE LEGAL OR ADMINISTRATIVE ENTITY

This Agreement does not create a separate legal or administrative entity per RCW 39.34.030(3)(b).

TERMINATION

Either party may terminate this Agreement for convenience by providing five (5) days written notice of termination to the non-terminating party. Said notice of termination shall set forth the effective date of termination which shall not be less than five (5) days from the date of said notice of termination. In the event of termination OSOS shall only compensate the County for its performance and expenses accrued up through the effective date of termination.

PROPERTY

This Agreement shall not provide for the acquisition, holding, or disposing of real or personal property.

FILING

Pursuant to RCW 39.34.040 this Agreement shall be filed with the Franklin County Auditor.

NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Administrators section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains the entire understanding between the parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein. No subsequent modifications or amendments of this Agreement shall be of any force or effect unless in writing, signed by authorized representatives of OSOS and the County and made part of this original Agreement.

FRANKLIN COUNTY AUDITOR

OFFICE OF THE SECRETARY OF STATE



Matt Beaton
Franklin County Auditor

1-10-2022

Date

Title: _____

Date

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ELECTIONS DIVISION,
AND THE
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Billing Contact for OSOS is:

Maria Thomas

State of Washington
Office of the Secretary of State
Financial Services
P.O. Box 40224
Olympia, WA 98504-0224
Phone: (360) 704-5258 Fax: (360) 704-7830

E-mail address: maria.thomas@sos

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FRANKLIN COUNTY AUDITOR

OFFICE OF THE SECRETARY OF STATE


Matt Beaton

Franklin County Auditor

1-10-2022
Date

Title: _____

Date

APPROVED AS TO FORM
Attorney General's Office

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

Clint Didier, Chair

Rocky Mullen, Pro Tem

Brad Peck, Member

ATTEST BY:

Clerk of the Board

APPROVED AS TO FORM:

Jennifer Johnson
Chief Civil Prosecuting Attorney
for Franklin County

by: _____


Deputy Prosecuting Attorney