

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 06/13/2022	PREPARED BY: Liz Cupples
Meeting Date Requested: 06/21/2022	PRESENTED BY: Liz Cupples
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Memorandum of Understanding (MOU) between Franklin County Information Services and Franklin County Agencies for VHF Radio System Management	
FISCAL IMPACT: No fiscal impact.	
BACKGROUND: The purpose of this MOU is to establish the terms and conditions under which Franklin County Information Services will provide VHF radio system management to the Agencies. The MOU defines a new billing method as to more fairly distribute and collect operational costs based on individual agencies quarterly "Calls for Service".	
RECOMMENDATION: Recommend approval of MOU between Franklin County Information Services and Franklin County Agencies.	
COORDINATION: Information Services Director, Liz Cupples, Franklin County Public Works Director, Craig Erdman; Franklin County Sheriff's Commander, Rick Rochleau; Pasco Fire Department, Bob Gear; City of Connell Mayor, Lee Barrow; Walla Walla Fire District 5 Chief, Mike Wickstrom; Franklin County Fire District 1 Chief, Eric Mauseith; Franklin County Fire District 2 Chief, Lucas Van Hollebeke; Franklin County Fire District 3 Chief, Mike Harris; Franklin County Fire District 4 Chief, Steve Cooper; Franklin County Fire District 5 Chief, Bryan Thornhill; Franklin County Public Hospital District 1 Chief, Ken Woffenden; Franklin County Prosecutor, Frank Jenny	
ATTACHMENTS: Memorandum of Understanding Resolution	
HANDLING / ROUTING: Information Services	

I certify the above information is accurate and complete.



Liz Cupples, Director

FRANKLIN COUNTY RESOLUTION _____

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

**AUTHORIZING APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN
FRANKLIN COUNTY INFORMATION SERVICES AND FRANKLIN COUNTY VHF RADIO
USERS (AGENCIES), FOR VHF RADIO SYSTEM MANAGEMENT**

WHEREAS, Franklin County has had an un-written agreement with Franklin County VHF Radio Users since 2019; and

WHEREAS, a Memorandum of Understanding will establish the terms and conditions which Franklin County Information Services will provide VHF Radio System Management to the Agencies; and

WHEREAS, each party agrees in carrying out the terms of this Memorandum of Understanding is paramount to public health, safety and welfare; and

WHEREAS, the Franklin County Information Services Director and the Franklin County VHF Radio Users recognize the importance of said arrangement and desire to memorialize this agreement with a “Memorandum of Understanding”; 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, the Franklin County Board of Commissioners hereby approves of the MOU between Franklin County Information Services and Franklin County VHF Radio Users.

APPROVED this ____ day of _____, 20__

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

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

MEMORANDUM OF UNDERSTANDING VHF RADIO MAINTENANCE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the Franklin County Information Services (hereinafter referred to as "FCIS"), and Franklin County VHF Radio Users (hereinafter referred to as "AGENCIES").

RECITALS.

A. Status of Parties. Franklin County Information Services provides maintenance to the Franklin County VHF Radio System. The AGENCIES have need for such radio system for a period of time.

B. Authority. This MOU is entered into by the parties under the authority of RCW 52.12.031, and is agreed upon by AGENCIES and FCIS.

C. Purpose. It is the purpose of this MOU to establish the terms and conditions under which the FCIS will provide VHF radio services to the AGENCIES.

D. Public Safety Paramount. The parties agree that in carrying out the terms of this MOU the public health, safety and welfare shall be paramount.

To carry out the purpose of this MOU and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **EFFECTIVE DATE.** This MOU shall be effective on June 21, 2022, and shall continue until terminated pursuant to the provisions of this MOU.

2. **FCIS RESPONSIBILITIES.** FCIS agrees to furnish the following services to the AGENCIES:

2.1. Maintain the VHF Radio System for the AGENCIES within the boundaries of areas served by the AGENCIES in Franklin County.

2.2. Funding for VHF Radio System is provided by 13902 Franklin County Emergency Communications Fund. Accounting services and management of the fund is provided by Franklin County Information Services.

2.3. Invoice the AGENCIES no more than four (4) times in a calendar year or quarterly. The last quarter invoice of each year will be billed in the following month. I.e.: fourth quarter will be billed in January of the following calendar year.

3. **AGENCY RESPONSIBILITIES.** The AGENCIES agree to utilize FCIS or its authorized contractors for maintenance on the primary public VHF radio system until this MOU is terminated.

4. FEE FOR SERVICES.

4.1. Calculation for expenses invoiced to the AGENCIES shall be based on the actual quarterly maintenance expenses encumbered by FCIS, minus 5% for Franklin County Public Works expense, and calculated to a "per call fee" for each of the AGENCIES. **See Attachment A.**

4.2. Payment Schedule. The AGENCIES agree to pay FCIS at the rate provided for in Paragraph 4.1 above, in quarterly invoices within 30 days of the date of receipt of an invoice from FCIS. Termination of this agreement may require pro-rated fees on the quarterly invoice.

5. HOLD HARMLESS. Each party shall at all times be solely responsible and liable for the acts or failure to act of its personnel that occur or arise in any way out of the performance of this MOU, and shall save and hold harmless the other party and its personnel, commissioners, employees, and officials from all costs, expenses, losses, and damages, including costs of defense, incurred as a result of any negligent acts or omissions related to the performance of this MOU.

6. INSURANCE. The AGENCIES and FCIS shall at all times carry liability insurance (or participate in self-insurance agreements) in the minimum amount of \$1,000,000 covering all activities of its personnel related to the performance of this MOU, or provide certificates of coverage from their respective risk pool providers evidencing the same level of coverage for loss.

7. LIMITATION OF AGREEMENT. This MOU is entered into for the benefit of the parties to this MOU only. The MOU is not intended to confer any benefits on any other parties and therefore no other or third party shall be entitled to rely on the terms of this MOU or anticipate receipt of any benefit as a result of the performance of this MOU.

8. NOTICES. All notices, request, demands and other communications required by this MOU shall be in writing and, except as expressly provided elsewhere in this MOU, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing, if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this agreement, or at such other address as the party may designate at any time in writing to the other party. Notices to Agencies will be to their addresses set forth below or such other addresses as the Agency may designate at any time in writing to FCIS.

Franklin County Information Services
Emergency Communications
1016 North 4th Ave, B219
Pasco, WA 99301

9. TERMINATION. This agreement is perpetual; however, any party may terminate this MOU upon 15 days advance written notice. An individual Agency may terminate this MOU

without the termination by the other Agencies with notice to all parties in writing. If one Agency terminates this MOU it will still remain in effect as to all other parties.

10. ENTITY. No separate entity is created by this Agreement. No jointly owned real or personal property will be held or acquired by the parties to this agreement. The administrators for this agreement will be all persons signing for such Agencies and FCIS set forth below or persons replacing the persons that have signed below with the Agencies and FCIS.

Approved this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

Approved as to Form:

Frank W. Jenney
Deputy Prosecutor

ATTACHMENT A

Formula Based Cost Per Call, Minus FC Public Works (FCPW) 5% Cost					
Quarterly Expenses			Calls for Service		
Total Expense	FCPW 5% Cost	Agency Expense	Total Calls	Cost per Call	Total Expense
Agency			Calls for Service		Expense
Franklin County Sheriff			Multiply		\$ -
Pasco Fire Department			Cost Per Call X		\$ -
Connell Fire Department			Calls for Service		\$ -
Connell PD					\$ -
Fire District #1					\$ -
Fire District #2					\$ -
Fire District #3					\$ -
Fire District #4					\$ -
Fire District #5					\$ -
Walla Walla FD #5					\$ -
Public Hospital Dist.					\$ -

EXAMPLE: Formula Based Cost Per Call, Minus FC Public Works (FCPW) 5% Cost					
Quarterly Expenses			Calls for Service		
Total Expense	FCPW 5% Cost	Agency Expense	Total Calls	Cost per Call	Total Expense
\$10,000.00	\$500.00	\$9,500.00	1000	\$9.50	\$9,500.00
Agency			Calls for Service		Expense
Franklin County Sheriff			100		\$950.00
Pasco Fire Department			100		\$950.00
Connell Fire Department			100		\$950.00
Connell PD			100		\$950.00
Fire District #1			100		\$950.00
Fire District #2			100		\$950.00
Fire District #3			100		\$950.00
Fire District #4			50		\$475.00
Fire District #5			50		\$475.00
Walla Walla FD #5			100		\$950.00
Public Hospital Dist.			100		\$950.00
			1000		\$9,500.00

AGENCY SIGNATURE PAGE

Franklin County Information Services
1016 N 4th Ave, B219
Pasco, WA 99301

By: Liz Charles

Title: Director

Date: 4/22/2022

Franklin County Public Works
3418 Stearns Ave
Pasco, WA 99301

By: Craig Simmons

Title: DIRECTOR/COUNTY ENGINEER

Date: 4/25/2022

Franklin County Sheriff's Office
1016 N 4th Ave, D201
Pasco, WA 99301

By: RODOLFO R. A. RICHLEW

Title: Commander

Date: 4-26-2022

Pasco Fire Department
4820 W Court
Pasco, WA 99301

By: Dale W

Title: Fire Chief

Date: 5-5-22

City of Connell - Police/Fire Department
P.O. Box 1200
Connell, WA 99328

By: Brian

Title: MAYOR

Date: 05/09/22

Walla Walla County Protection Fire District 3
460 W Hummer Road
Burbank, WA 99323

By: Jeffrey Whitman

Title: Fire Chief

Date: 5-16-2022

Franklin County Fire Protection District 1
P.O. Box 188
Connell, WA 99328

By: Eric Mangeth

Title: Fire Chief

Date: 5-18-22

Franklin County Fire Protection District 2
P.O. Box 497
Kahlotus, WA 99335

By: Lucas Van Hollebeke

Title: Fire chief

Date: 5-20-22

Franklin County Fire Protection District 3
7809 N. Road 36
Pasco, WA 99301

By: Michael Harris

Title: Fire Chief

Date: 6-1-2022

Franklin County Fire Protection District 4
6725 Road 170
Basin City, WA 99343

By: Jim Coan

Title: Fire Chief

Date: 6/2/22

Franklin County Fire Protection District 5
30 Aries Dr
Pasco, WA 99301

By: Bryan Hrn

Title: Fire Chief

Date: 6-2-2022

Franklin County Public Hospital District 1
P.O. Box 246
Mesa, WA 99343

By: Kim Wofford

Title: CEO

Date: 6/2/2022