

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 05/31/2023	PREPARED BY: Liz Cupples
Meeting Date Requested: 06/13/2023	PRESENTED BY: Liz Cupples
ITEM: (Select One) X Consent Agenda <div style="text-align: right;">Brought Before the Board Time needed:</div>	
SUBJECT: Intergovernmental Agreement with Benton PUD for Telecommunication Support	
FISCAL IMPACT: Revenue for 13902, Emergency Communications Budget	
BACKGROUND: <p>Benton Public Utility District (PUD) desires to utilize Franklin County Information Service employees to provide project oversight and management, installations, upgrades and maintenance services, as it relates to telecommunications support. Franklin County Information Services' services will be provided as time allows.</p> <p>Benton PUD will pay \$90 per hour plus expenses monthly, if technical support has been provided.</p>	
COORDINATION: <p>Liz Cupples, Information Services Director; Michael Namchek, Franklin County Telecom Engineer; Jeff Briggs, Chief Civil DPA.</p>	
RECOMMENDATION: <p>It is my recommendation to approve and sign the proposed resolution and Intergovernmental Agreement between Franklin County and Benton PUD</p>	
ATTACHMENTS: <p>ASR – BPUD Intergovernmental Agreement – Telecomm Support</p> <p>RES – BPUD Intergovernmental Agreement – Telecomm Support</p> <p>BPUD Intergovernmental Agreement – Telecomm Support</p>	
HANDLING / ROUTING: <p>Original: Clerk of the Board Karin Milham Copy: Information Services</p>	

I certify the above information is accurate and complete.

Name: Liz Cupples

Title: Information Services Director

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY WASHINGTON

INTERGOVERNMENTAL AGREEMENT BETWEEN FRANKLIN COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY (BENTON PUD) FOR USE OF FRANKLIN COUNTY INFORMATION SERVICES TELECOMMUNICATIONS TECHNICIANS

WHEREAS, Benton PUD has requested telecommunications services from Franklin County's Telecommunication Engineer; and

WHEREAS, Benton PUD will provide ninety dollars an hour for services provided and will be receipted into 13902 Emergency Communications budget; and

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 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 deems this request to be in the best interest of Franklin County; and

THEREFORE, BE IT RESOLVED, Franklin County Board of Commissioners hereby approves the attached Intergovernmental Agreement between Franklin County and Benton PUD and authorizes the Board Chair to sign.

APPROVED this _____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

INTERGOVERNMENTAL AGREEMENT Use of Franklin County Telecommunication Engineer

This agreement, made and entered into by and between Public Utility District No. 1 of Benton County, hereinafter referred to as "District", and Franklin County hereinafter referred to as "the County", outlines the terms and conditions under which the County will provide telecommunication support services to District.

Contractor	Customer
Franklin County Information Services 1016 N. 4 th Avenue, Pasco WA 99301 Liz Cupples, Director (509) 546-5875 lcupples@franklincountywa.gov	Benton PUD 2721 W. 10 th Ave, Kennewick, WA 99336 Duane Szendre, Superintendent (509) 582-1221 szendred@bentonpud.org

MAXIMUM AMOUNT: \$ 50,000	START DATE: Upon Final Signature	END DATE: May 31, 2028
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INTRODUCTION:

District desires to utilize the County employees that are trained as telecommunication technicians to provide project oversight and management, installations, upgrades and maintenance services. These services, including attending radio site management meetings and conducting annual site audits, will be requested as needed by District and provided as available by the County's "Information Services" department. The County agrees to only provide a trained telecommunication technician to work on any District systems.

SCOPE:

The County Agrees To:

1. Provide on-call Project oversight and management, technician services for installations, upgrades and maintenance for telecommunication equipment and/or other systems in the District service area.
2. Notify District of dispatch times, work completed and completion times.
3. Provide a qualified technician to perform the services summarized above. Allow District to accept or deny the technicians provided.
4. Submit monthly invoices within 15 calendar days following the end of the period in which the work was performed, in an amount not to exceed \$90/hour. Invoices will be accompanied by copies of "closed" work orders showing expenses, tasks accomplished and the time involved in completing the tasks. Actual mileage expenses and cellular phone usage incurred by the County are reimbursable within the contract total amount shown.

District Agrees To:

1. Provide oversight of this contract and approval of the dispatching of the County technicians, when needed.
2. Grant access to service personnel so they can work on District's systems. District reserves the right to not allow any untrained or unqualified technicians.
3. District will reimburse the County up to the maximum of \$90 per hour, plus mileage and cell phone usage, or overall total of actual cost, whichever is lower, within 30 days of receipt of dated invoices.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below.

PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY

DocuSigned by:
BY: Rick Dunn Rick Dunn
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TITLE: General Manager
DATE: 5/24/2023

APPROVED this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

Approved as to form:



Chief Civil Deputy Prosecuting Attorney

Originals: Franklin County Auditor
District

cc: Franklin County Information Services

GENERAL TERMS and CONDITIONS

- 1) **ADVANCE PAYMENTS PROHIBITED:**
No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department.
- 2) **CHANGES AND MODIFICATIONS:**
Any such changes that are mutually agreed upon by the parties to this contract or grant shall be incorporated herein by written amendment to this agreement. Any oral understanding or agreements not incorporated herein, shall not be binding.
- 3) **MILEAGE AND SUBSISTENCE REIMBURSEMENT:**
If travel expenses are included as part of this agreement, they shall be paid in accordance with highest monetary rate(s) set either pursuant to RCW 43.03.050, RCW 43.03.060, or the County Resolution/Ordinance as now existing or amended. The County is required to provide to the District copies of receipts for any travel related expenses other than meals and mileage that are authorized under this agreement.
- 4) **INDEPENDENT CAPACITY:**
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 5) **AGREEMENT AMENDMENTS:**
This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 6) **TERMINATION:**
Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 7) **TERMINATION FOR CAUSE:**
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- 8) **RENEWAL:**
Renewal of this agreement shall be automatic unless a notice of termination has been received, by either party, at least 30 days in advance of annual agreement expiration, or either party desires to renegotiate the terms of this agreement. Renegotiation may also occur at any time based upon mutual assent of the parties.
- 9) **DISPUTES:**
In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of a majority of the Dispute Board shall be final and binding on the parties hereto.
- 10) **GOVERNANCE:**
This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 11) **ASSIGNMENT:**

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

12) **WAIVER:**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

13) **SEVERABILITY:**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14) **ALL WRITINGS CONTAINED HEREIN:**

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

15) **LEGAL/ADMINISTRATIVE ENTITY:**

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

16) **FINANCING:**

Each party herein shall maintain its own financing and budget per RCW 39.34.030(3)(d) unless otherwise specifically set forth herein.

17) **ADMINISTRATOR:**

The County Information Services department shall serve as administrator of this agreement

18) **PROPERTY:**

This Agreement does not contemplate the acquisition, holding, and disposing of real property per RCW 39.34.040(4)(b) unless otherwise specifically set forth herein.

19) **SURVIVAL:**

Paragraphs 9 and 17 shall survive termination of this agreement.

End