

# Agenda Summary Report (ASR)

# Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 06/30/2023	<b>PREPARED BY:</b> Liz Cupples
<b>Meeting Date Requested:</b> 07/11/2023	<b>PRESENTED BY:</b> Liz Cupples
<b>ITEM:</b> (Select One) <b>X</b> Consent Agenda <div style="text-align: right;"><b>Brought Before the Board</b> <b>Time needed:</b></div>	
<b>SUBJECT:</b> Memorandum of Understanding (MOU) between Franklin County Emergency Communications (FCEC) and City of Pasco for the use of Station 83's communication room	
<b>FISCAL IMPACT:</b> Estimated cost to relocate equipment \$10,000, budget 13902. No cost owed to City of Pasco.	
<b>BACKGROUND:</b>  Franklin County Emergency Communications (managed by Information Services) has VHF radio communication equipment located within the Arena at the HAPO Center. This equipment acts as a receive site for radio communications within the Road 68 area. The lack of an HVAC system in the Arena is detrimental to the equipment. We reached out to City of Pasco, to see if Station 83 (located on Sandifur Parkway and near Road 68) could accommodate our needs. City of Pasco's Station 83 does meet our needs. They are in agreement with this plan and the attached Memorandum of Understanding memorializes the agreement between Franklin County Emergency Communication and City of Pasco.	
<b>COORDINATION:</b>  Liz Cupples, Information Services Director; Michael Namchek, Franklin County Telecom Engineer; Daniel Stovern, Chief Civil DPA	
<b>RECOMMENDATION:</b>  It is my recommendation to approve and sign the proposed resolution and Memorandum of Understanding between Franklin County and City of Pasco.	
<b>ATTACHMENTS:</b>  ASR – FCEC_City of Pasco MOU RES – FCEC_City of Pasco MOU Memorandum of Understanding (MOU)	
<b>HANDLING / ROUTING:</b> Original: Clerk of the Board Copy: Information Services	

*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

## **MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN FRANKLIN COUNTY EMERGENCY COMMUNICATIONS AND CITY OF PASCO FOR USE OF PASCO FIRE DEPARTMENT STATION 83'S COMMUNICATIONS ROOM**

**WHEREAS**, Franklin County Emergency Communications (FCES) has VHF radio communication equipment located at the HAPO Center; and

**WHEREAS**, the lack of HVAC in the Arena at the HAPO Center is detrimental to the VHF equipment; and

**WHEREAS**, FCEC has discussed with the City of Pasco in regards to moving the equipment to Pasco Fire Department Station 83 communications room; and

**WHEREAS**, City of Pasco and FCEC are in agreement to move the equipment to Pasco Fire Department Station 83 and the attached Memorandum of Understanding memorializes our agreement; 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 Memorandum of Understanding between Franklin County and City of Pasco 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

# **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between Franklin County Emergency Communication, managed under Information Services, a department of Franklin County, a political subdivision, with its principal offices at 1016 N 4th Avenue, Pasco, WA 99301 (hereinafter "FCEC"), and the City of Pasco with its principal offices at 525 N. 3<sup>rd</sup> Ave, Pasco, WA 99301.

## **I. PURPOSE**

The purpose of this MOU is to memorialize an agreement between FCEC and City of Pasco that allows FCEC to use certain space within the Pasco Fire Department Station 83 (Premises) to house radio equipment as part of the VHF radio system used by law enforcement, Fire departments and Fire Districts located within Franklin County.

## **II. TERM**

The term of this MOU shall commence on the date of signature and shall extend for five years and will auto renew for additional five year terms, until terminated by either party with a six month written notice.

## **III. ROLES AND RESPONSIBILITIES**

City of Pasco Responsibilities:

- A. City of Pasco will provide to FCEC, certain space for installation of a voting repeater in the communication room.
- B. As the VHF radio system exists for public safety and emergency response, access to radio equipment will be provided to FCEC personnel and any contractors deemed necessary to facilitate needed maintenance and repairs, twenty-four hours per day, seven days per week via key code, key box, physical key, etc.

FCEC Responsibilities:

- A. FCEC agrees to be responsible for any and all expenses and costs related to maintenance and upgrades of all equipment installed and maintained by FCEC.
- B. FCEC agrees to keep their portion of the facility neat, clean and in an orderly condition during the term of this MOU and upon termination, return the facility to the original condition as existed at the beginning of the term

## **IV. DAMAGES**

FCEC shall be liable for and charged for any damage it, or its agents, employees, invitees, and guests cause to the Premises during the term of this MOU. Ordinary

wear and tear is not considered damage. The City of Pasco is not responsible for any damage that may occur to FCEC equipment unless it is determined to be the sole negligence of the City of Pasco.

## **V. COMPENSATION**

There is no monetary compensation owed by FCEC to the City of Pasco as part of this MOU.

## **VI. LIMITATION OF AGREEMENT**

This MOU is executed solely for the benefit of FCEC and the City of Pasco and it is not intended nor shall it be construed to create any third party beneficiaries.

## **VII. RELATIONSHIP OF PARTIES**

No agent or employee of either party shall be deemed to be an agent or employee of the other party. Each party shall be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

## **VIII. REVISION AND/OR TERMINATION**

This MOU can be amended at any time by written agreement of the parties.

All disputes occurring between the parties to this MOU shall be resolved in negotiation between the parties. Failure to resolve disputes may result in the termination of this MOU. Alternatively, any dispute may be resolved by the Pasco City Manager.

Either party may terminate its participation in this MOU upon giving a six (6) month written notice. Upon termination, FCEC shall remove, at their own expense, any and all radio equipment installed.

FCEC also agrees to have the additional electrical feed line removed from the Pasco Fire Department Station 83 electrical room.

## **IX. COMMUNICATION**

Unless otherwise stated in this MOU, contact and notices shall be to:

**FCEC**  
Director, Information Services  
Franklin County  
1016 N. 4th Avenue, B219  
Pasco, WA 99301  
Phone: (509) 545-3509  
Fax: (509) 546-5871  
Email:

*ISDirector@franklinCountyWA.gov*

**City of Pasco**  
City Manager  
525 N. 3<sup>rd</sup> Ave.  
Pasco, WA 99301

Phone: (509) 545-5760  
Fax: (509) 545-3403  
Email:

*Lincolna@pasco.wa.gov*  
*citymanager@pasco-wa.gov*

**X. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by the dates and signatures herein affixed. The persons signing this Memorandum of Understanding on behalf of the parties represents that each has authority to execute this Agreement on behalf of the party entering into this Agreement.

Franklin County Emergency Communications

Liz Cupples

City of Pasco

[Signature]

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

\_\_\_\_\_  
Chair

**Attest:**

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Member

Approved as to Form:

[Signature]  
Deputy Prosecutor