

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: August 4, 2020	PREPARED BY: Keith Johnson
Meeting Date Requested: August 11, 2020	PRESENTED BY: Keith Johnson
ITEM: (Select One) Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed: 15 minutes	
SUBJECT: Interlocal agreement with Benton County to reimburse for COVID -19 costs for bi-county public safety awareness announcements and joint messaging through VISIT Tri-Cities and other agencies.	
FISCAL IMPACT: Approximately \$100,000 of CARES Act funding.	
BACKGROUND: The COVID-19 pandemic has resulted in a need to inform and educate the public on regional efforts to control the spread of the virus and share certain costs on a regional basis. This ILA will provide a bi-county effort to share costs related to the public awareness campaign through radio, social media, etc and provides a mechanism to reduce the administrative burden of sharing costs. Under this arrangement, Benton County pays 75% and Franklin County pays 25% of the costs.	
RECOMMENDATION: Approval of this Resolution.	
COORDINATION: Keith Johnson, Franklin County Administrator Benton County Local civic and business community	
ATTACHMENTS: (Documents you are submitting to the Board) ILA with Benton County	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Signed copy to Keith Johnson	

I certify the above information is accurate and complete.

Keith Johnson, Administrator

FRANKLIN COUNTY RESOLUTION _____

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

***APPROVAL OF INTERLOCAL AGREEMENT WITH BENTON COUNTY
FOR SHARED COVID-19 COSTS***

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this action to be in the best interest of Franklin County; and

WHEREAS, the COVID-19 pandemic has created a significant need for public awareness of the means to prevent further spreading of the virus, and

WHEREAS, both Franklin and Benton Counties have been significantly harmed by the transmission of this virus, and,

WHEREAS, a community effort in the bi-county region is required to educate and inform, provide resources to impacted citizens and communities, and assist the public to work to stop the spread of the virus

NOW, THEREFORE IT IS HEREBY RESOLVED that the attached Interlocal Agreement (ILA) with Benton County is approved.

DATED this 11th day of August , 2020.

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

Chair

Chair Pro Tem

ATTEST:

Member

Clerk of the Board

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN FRANKLIN COUNTY AND BENTON COUNTY
FOR SHARING SERVICES AND OTHER RESOURCES IN RESPONSE TO THE COVID-19
PANDEMIC**

This agreement is made and entered into by and between Franklin County (Hereinafter “Franklin”) and Benton County, (Hereinafter “Benton”) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Franklin will reimburse Benton for a portion of costs related to the regional response to the COVID-19 pandemic. Under this agreement Benton will procure said services or other resources, pay for them in full, and invoice Franklin for their proportional share.
- 1.02 To date Benton County has procured the following services:
- a. Focal Point Marketing & Multimedia for procurement of television spots, radio spots and the associated costs of placing those spots on various television and radio stations as well as social media outreach for the purposes of public education related to the COVID-19 pandemic response totaling \$18,300.
 - b. Roll & Cap Productions for production of a video encouraging face covering use for publication on television, radio and social media totaling \$1272.55.
- 1.03 Additional services and/or resources may be procured by Benton under this Agreement including but not limited to: marketing services, multimedia production services, social media development and outreach services, community outreach services, additional hotel rooms for unhoused persons, additional meals for unhoused persons, transportation services for unhoused persons and other services or resources of a similar nature.

In procurement of said services and resources Benton shall follow its own contracting and purchasing policies and be in compliance with state law, including any waivers to contracting requirements granted under an effective emergency declaration.

**ARTICLE II
ADMINISTRATION**

- 2.01 **NO SEPARATE LEGAL ENTITY.** No separate legal entity will be established as a result of this Agreement. This Agreement shall be administered as provided below.
- 2.02 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement

and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

- 2.03 Franklin's representative shall be the County Administrator.
- 2.04 Benton's representative shall be the County Administrator.
- 2.05 When procuring services, both administrators shall agree in writing as to the scope and costs of said services before proceeding with the procurement.

ARTICLE III DURATION AND RENEWAL OF AGREEMENT

- 3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing by either party or until December 31, 2021, whichever occurs first.

ARTICLE IV COMPENSATION TO THE COUNTY

- 4.01 **COMPENSATION TO THE COUNTY.** Franklin County agrees to reimburse Benton County for twenty five percent (25%) of the cost of obtaining the services described in Section 1.02. Further, Franklin County agrees to reimburse Benton County for twenty five percent (25%) of the cost of any future services Section 1.03; provided that said services interests are procured only after written agreement by the Franklin County Administrator prior to obtaining said service.
- 4.02 Benton will invoice Franklin for the amount due upon its receipt of any invoice for payment from a third party. Franklin will remit payment to Benton within 30 calendar days of receipt of such invoice.

ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
- 5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records documents and other material for the applicable retention period under federal and Washington law.

- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state and local laws, rules, regulations and ordinances.
- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.
- 5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.06 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to Benton shall be to the County Administrator and to the Benton County Commissioners; P.O. Box 190; Prosser, Washington 99350, Notice to Franklin for all purposes under this Agreement shall be to: County Administrator and the Franklin County Commissioners; 1016 North Fourth Avenue; Pasco, Washington 99301.

ARTICLE VI INDEMNIFICATION

INDEMNIFICATION. Franklin agrees to and shall indemnify Benton, its appointed and elective officers, agents and employees in the amount of twenty five percent (25%) of any losses or expenses, including but not limited to judgments, settlements, attorney's fee and costs, incurred by Benton as a result of Benton's performance of this Agreement.

ARTICLE VII DISPUTES

- 7.01 **TIME.** Time is of the essence of this Agreement.
- 7.02 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Benton County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's address set forth in Section 5.06 above for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable for the cost of services and resources contractually procured in accordance with this Agreement prior to the

effective date of termination, even if those costs are incurred after the effective date of termination.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
- 9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.
- 9.04.1 **FILING.** This Agreement shall be filed with the Benton and Franklin County Auditors or otherwise published by both parties' on their websites pursuant to RCW 39.34.040.

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IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year written below.

BENTON COUNTY,
WASHINGTON

FRANKLIN COUNTY,
WASHINGTON

By: _____
Chairman, Board of County
Commissioners

By: _____
Chairman, Board of County
Commissioners

Date: _____

Date: _____

Attest:

Clerk of the Board

Attest:

Clerk of the Board

Dated: _____

Dated: _____

Approved as to form:

Benton County Prosecuting Attorney

Approved as to form:

Franklin County Prosecuting Attorney