

JOINT RESOLUTION

BENTON COUNTY RESOLUTION 2019 890

FRANKLIN COUNTY RESOLUTION 2019-351

BEFORE THE BOARDS OF COMMISSIONERS OF
BENTON AND FRANKLIN COUNTIES, WASHINGTON

***INTERLOCAL AGREEMENT FOR PROJECT MANAGEMENT SERVICES
AT THE JUVENILE JUSTICE CENTER***

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of their respective counties; and,

WHEREAS, Franklin and Benton Counties have jointly operate the Juvenile Justice Center (JJC) located in Benton County; and

WHEREAS, the JJC is in need of replacement of the facility's electronic security system; and

WHEREAS, Franklin and Benton Counties have engaged a service provider to perform the expected work related to the replacement and upgrading of the security system; and

WHEREAS, both counties understand the importance and necessity of retaining professional project management services for this project; and

WHEREAS, the Benton County Public Works Department has a capacity and expertise needed to provide project management services for a project of this scope;

NOW, THEREFORE, BE IT RESOLVED, that the Boards of Commissioners for Benton and Franklin Counties do hereby approve the attached Interlocal Agreement for Provision of Project Management Services between the County of Benton and the County of Franklin with Exhibits A and B included.

Dated this 3 of Dec 2019
Benton County Board of Commissioners



Chair



Chair Pro Tem



Member

Constituting the Board of County Commissioners
of Benton County, Washington


ATTEST:


Clerk of the Board

Dated this 19th Day of November, 2019
Franklin County Board of Commissioners



Chair



Chair Pro Tem



Member

Constituting the Board of County Commissioners
of Franklin County, Washington

ATTEST:


Clerk of the Board

**INTERLOCAL AGREEMENT FOR PROVISION OF PROJECT MANAGEMENT
SERVICES BETWEEN
COUNTY OF BENTON AND COUNTY OF FRANKLIN**

THIS AGREEMENT is between Benton and Franklin Counties, political subdivisions of the State of Washington and is effective as of the date executed by both parties.

WHEREAS, RCW 39.34 authorizes local governmental units to enter into agreements with other public agencies to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton Franklin Counties Superior Court (hereinafter "Superior Court") whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, RCW 13.04 created the Juvenile Court as a Division of the Superior Court and as such is shared in the same manner between both Counties; and

WHEREAS, the Juvenile Court is beginning an upgrade of its security systems and is need of project management assistance. Benton County possesses the staff and ability in its capital program management to provide this assistance.

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows effective the date of the last signature on this agreement:

1. It is agreed upon between the Counties that Superior Court judicial officers and court administration staff shall be able to utilize the Benton County Capital Programs and Facilities staff as set forth in Exhibit A, pursuant to the terms of this agreement.
2. Franklin County shall reimburse Benton County for its services provided and at the rates established in Exhibit B, Cost of Services. This is an agreement for services only and no real or personal property will be acquired pursuant to this agreement.
4. Benton County will use its best efforts to bill Franklin County by the 10th (tenth) of the month following the month in which reimbursable services were provided. Franklin County will reimburse Benton County within thirty 30 days of billing for service. A delay in billing by Benton County does not relieve Franklin County of the obligation to pay within thirty (30) days of actual billing.
5. This agreement will be administered by the Public Works Administrator for Benton County and the County Administrator for Franklin County.

6. This agreement may be terminated, in-writing, by either party. Termination shall not be effective until ninety (90) days from mailing or personal delivery of the notice of termination.
7. Venue for any legal action regarding this agreement shall be in Yakima County, Washington. If any term or provision of this agreement is in whole or part, held invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.
8. Franklin County shall defend, indemnify and hold harmless Benton County, its officials, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including attorney fees, made by or on behalf of any person or entity arising from the provision of project management services by Benton County to Superior Court pursuant to Exhibit A; provided, Franklin County's obligations hereunder shall not extend to claims, losses, damages, judgments or liabilities caused by or arising out of grossly negligent actions or omissions or willful misconduct by Benton County or its employees or agents.
9. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the parties.
10. This agreement shall be effective the date of the last signature below through December 31, 2021 upon the duly authorized signatures of the parties' representatives.
11. Each County shall file this agreement with their respective Auditor's Office upon its execution.

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

FRANKLIN COUNTY,
WASHINGTON

By: [Signature]
Chairman, Board of County
Commissioners

Date: 11-19-2019

Attest:
[Signature]
Clerk of the Board

Approved as to form:
[Signature]
Franklin County Prosecuting
Attorney

Date: 11/8/19

BENTON COUNTY,
WASHINGTON

By: [Signature]
Chairman, Board of County
Commissioners

Date: 12-3-19

Attest:
[Signature]
Clerk of the Board

Approved as to form:
[Signature]
Benton County Prosecuting
Attorney

Date: 11/25/19

Exhibit A Services Provided

It is agreed that Benton County will provide complete project management and support for the Juvenile Court Security System Upgrade project to include, but not be limited to the following:

1. Review of agreements between the Court and any Consultants or Sub Consultants for the project.
2. Review of proposed amendments to Consultant or Sub Consultant Agreements
3. Coordination between Consultants and Court staff
4. Review of design drawings and specifications
5. Assistance with permitting required by City of Kennewick, Department of Labor and Industry and other jurisdictions having authority
6. Assistance in preparing bid documents and bid solicitations
7. Review of proposed addendums to bid documents during the bid phase
8. Review of submitted bid documents and preparation of award recommendation
9. Assistance with contract execution between Courts and selected Contractor
10. On site Construction Inspection and Management
11. Review and recommend for approval any required change orders
12. Conduct regular project meetings including pre construction and progress meetings
13. Coordination between Contractor, Consultant, Permitting Jurisdictions and Court staff
14. Reviewing and approving progress payments
15. Reviewing and approving project submittals
16. Conducting final inspections, preparing punch lists and issuing substantial and final completion notices
17. Preparing project close out documentation
18. Issuing final progress payment and releasing retainage

**Exhibit B
Cost for Services**

Costs for services will be calculated using the hourly rates as established below. These rates may be adjusted to account for regular pay increases and/or general wage increases through the duration of the project:

<u>Position</u>	<u>2019 Hourly Rate</u>
Public Works Manager	\$79.00/hour
Public Works Administrator	\$103.00/hour
Public Works Contract Coordinator	\$68.00/hour

The total bill will be split between Benton County and Franklin County based on the Facilities split (Department 172) at 72% Benton County and 28% Franklin County.

A 5% administrative fee will be added to Franklin County's portion of the cost for billing purposes.