

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 12/06/2019	<b>PREPARED BY:</b> Shirley Jones
<b>Meeting Date Requested:</b> 12/17/2019	<b>PRESENTED BY:</b> Keith Johnson
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
<b>SUBJECT:</b> Memorandum of Agreement between Benton and Franklin Counties regarding Architectural and Engineering services for the Remodel of the Juvenile Justice Center.	
<b>FISCAL IMPACT:</b> There is no expected financial contribution from Franklin County.	
<b>BACKGROUND:</b> The Legislature appropriated \$750,000 to the Benton Franklin bi-county Juvenile Justice Center for architectural and engineering work to remodel the administration portion of the facility. Benton County owns the building(s) and it was decided that this agreement would be required to allow Benton County to move forward with the work on behalf of both counties.	
<b>RECOMMENDATION:</b> Approval of Memorandum of Agreement.	
<b>COORDINATION:</b> Keith Johnson, Administrator Matt Rasmussen, Public Works Director	
<b>ATTACHMENTS: (Documents you are submitting to the Board)</b> ASR/Resolution Juvenile Justice Center MOA	
<b>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)</b> Keith Johnson, County Administrator Tom Westerman, Auditor's office Original to Jared McPherson and Jennifer Bowes, Benton County Commissioners	

*I certify the above information is accurate and complete.*



Keith Johnson, Administrator

**BENTON COUNTY RESOLUTION \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS  
OF BENTON AND FRANKLIN COUNTIES, WASHINGTON**

**MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN  
COUNTIES REGARDING ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE REMODEL OF THE JUVENILE JUSTICE CENTER**

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 in need of upgrades and expansion of existing program space; and

WHEREAS, Benton County has obtained a legislative appropriation through the Department of Children, Youth and Families in the amount of \$750,000 for architectural and engineering services and construction of the Juvenile Justice facility; and

WHEREAS, Benton County is vacating its building adjacent to the Juvenile Justice center which can be appropriated to provide some of the needed space; and

WHEREAS, Benton County desires to use the appropriation to obtain architectural and engineering services to design a remodel of that space and complete as much of the construction as possible with the available funds.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the Counties as follows:

1. Benton County will directly receive all funds from the appropriation for this project.
2. Benton County, following its own procurement regulations, will solicit and select an architect to provide the necessary design services for the proposed remodel work.
3. Benton County will provide all contract and project management services.
4. Benton County will include Franklin County and the Juvenile Justice staff in the design process to gain input on the layout of the new facility.
5. There is no expected financial contribution from Franklin County.

6. Benton County will retain sole ownership of the building after the remodel work is complete. Operational and maintenance costs will be split per the current cost splitting agreements.
7. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the parties.
8. 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.
9. 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.

BENTON COUNTY,  
WASHINGTON

FRANKLIN COUNTY,  
WASHINGTON

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Benton County Prosecuting  
Attorney

  
\_\_\_\_\_  
Franklin County Prosecuting  
Attorney

Date: \_\_\_\_\_

Date: 12/9/19