

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: October 19, 2020	PREPARED BY: Sally McKenzie, Solid Waste Coordinator
Meeting Date Requested: October 27, 2020	PRESENTED BY: Matt Mahoney, Public Works Director
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Resolution to approve an Interlocal Cooperative Agreement between Franklin County and City of Pasco for equipment through Department of Public Works Solid Waste Division.	
FISCAL IMPACT: There is no fiscal impact to Current Expense as the Solid Waste Division is a state funded program. No matching funds are required.	
BACKGROUND: Pursuant to the provisions of RCW 70.95 of the Revised Code of Washington and the Interlocal Agreement developed for the purposes of establishing an Integrated Solid Waste Management Plan for Franklin County between the Cities and County, the following governmental entities have already agreed among themselves by actions of the governing authorities of the respective parties that there should be only one solid waste management plan to encompass the entirety of Franklin County: Pasco, Connell, Mesa, and Kahlottus (See Franklin County Resolution 2010-199 attached) The State of Washington Department of Ecology's Community Litter Cleanup Program (SWMCLCP) aids counties with the costs of picking up litter, cleaning up illegal dumps, and providing education to prevent litter. The Department of Ecology has awarded funding through Agreement No SWMCLCP-1921-FrCo.PW-00026 to Franklin County Solid Waste in the amount of \$96,100 (See Franklin County Resolution 2019-306 attached). In Task 2 of Agreement SWMCLCP-1921-FrCoPW-00026, the Department of Ecology has designated \$34,000 to allow Franklin County to purchase a twelve (12) passenger van and allow the City of Pasco to utilize this equipment for their established Municipal Court Offender Program (See excerpt of said agreement attached)	
RECOMMENDATION: Approve attached Resolution and Interlocal Cooperative Agreement between Franklin County and City of Pasco for equipment through Department of Public Works Solid Waste Division.	
COORDINATION: This agenda item has been discussed with Matt Mahoney, Public Works Director, and Keith Johnson, County Administrator, whom has concurred with our recommendation. The agreement has been reviewed and approved as to form by the Franklin County Prosecutor's office.	

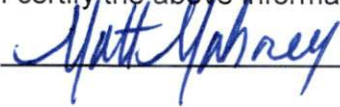
ATTACHMENTS: (Documents you are submitting to the Board)

1. Resolution
2. Interlocal Cooperative Agreement
3. Franklin County Resolution 2010-199
4. Franklin County Resolution 2019-306
5. Excerpt of Agreement SWMCLCP-1921-FrCoPW-00026

HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)

1. Please return one (1) original Interlocal Cooperative Agreement to Sally McKenzie (Franklin County Solid Waste).

I certify the above information is accurate and complete.



Matt Mahoney, Public Works Director

FRANKLIN COUNTY RESOLUTION NO. _____

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

***INTERLOCAL COOPERATIVE AGREEMENT BETWEEN FRANKLIN COUNTY
AND CITY OF PASCO FOR EQUIPMENT THROUGH DEPARTMENT OF
PUBLIC WORKS SOLID WASTE DIVISION***

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 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 desires to enter into the attached agreement as being in the best interest of Franklin County.

WHEREAS, Department of Ecology's Solid Waste Management Community Litter Cleanup Program (SWMCLCP) provides aid to counties with the costs of picking up litter, cleaning up illegal dumps, and providing education to prevent litter; and

WHEREAS, the Department of Ecology has provided financial assistance in the amount of \$96,100 for Franklin County's Local Solid Waste Community Litter Cleanup Program for the period July 1, 2019 through June 30, 2021, and

WHEREAS, Franklin County Solid Waste will provide to the City of Pasco a twelve (12) passenger van for the City's Community Litter Cleanup Program within the City's Municipal Court Offender Program, not to exceed \$34,000;

NOW, THEREFORE, BE IT RESOLVED that the attached Interlocal Cooperative Agreement between Franklin County and City of Pasco for Equipment through Department of Public Works Solid Waste Division is hereby approved by the Board of County Commissioners.

APPROVED this 27th day of October, 2020.

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

Chairman

Chairman Pro Tem

Member

Attest:

Clerk of the Board

FRANKLIN COUNTY RESOLUTION NO. 2010-199

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

A RESOLUTION ADOPTING THE FRANKLIN COUNTY INTEGRATED SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Washington State Legislature, pursuant to the provisions of RCW 70.95, enacted legislation the purpose of which is to establish a comprehensive state-wide program for solid waste handling, and solid waste recovery and/or recycling which will prevent land, air, and water pollution and conserve the nature, economic, and energy resources of this state; and

WHEREAS, pursuant to the provisions of RCW 70.95.080 each county within the state, in cooperation with the various cities located within such county, shall prepare a coordinated, comprehensive solid waste management plan; and

WHEREAS, pursuant to the provisions of RCW 70.95 of the Revised Code of Washington and the Interlocal Agreement developed for the purposes of establishing an Integrated solid waste management plan for Franklin County between the Cities and County, the following governmental entities have already agreed among themselves by actions of the governing authorities of the respective parties that there should be only one solid waste management plan to encompass the entirety of Franklin County;

1. City of Pasco, a municipal corporation
2. City of Connell, a municipal corporation
3. City of Mesa, a municipal corporation
4. City of Kahlottus, a municipal corporation

WHEREAS, pursuant to RCW 70.95 the Franklin County Solid Waste Advisory Committee and Solid Waste staff have revised the Franklin County Solid Waste Plan and recommend adoption;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the 2010 Revision of the Franklin County Solid Waste Plan for the management of solid waste in Franklin County attached hereto is approved and adopted by the Board of County Commissioners.

Signed this 7 day of July 2010.

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


Brad Peck, Chair


Rick Miller, Chair Pro Tem

R.E. Koch - Absent
Robert E. Koch

Attest:


Clerk to the Board

This resolution
supercedes
Resolutions
92-66 and 93-047
(8m)

FRANKLIN COUNTY RESOLUTION NO. 2019-306

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

***INTERAGENCY AGREEMENT SWMCLCP-1921-FrCoPW-00026 BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND
FRANKLIN COUNTY***

WHEREAS, Department of Ecology's Solid Waste Management Community Litter Cleanup Program (SWMCLCP) provides aid to counties with the costs of picking up litter, cleaning up illegal dumps, and providing education to prevent litter; and

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 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 desires to enter into the attached agreement as being in the best interest of Franklin County.

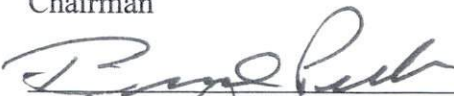
WHEREAS, the Department of Ecology will provide financial assistance in the amount of \$96,100 for Franklin County's Local Solid Waste Community Litter Cleanup Program for the period July 1, 2019 through June 30, 2021, and

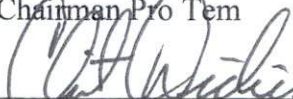
NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners authorize the Public Works Director to sign the attached Interagency Agreement SWMCLCP-1921-FrCoPW-00026 between the State of Washington Department of Ecology and Franklin County.

APPROVED this 8TH day of October, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON


Chairman


Chairman Pro Tem


Member

Attest:


Clerk of the Board - acting

Originals: Auditor – Dept. of Ecology

cc: Solid Waste Coordinator

→ Agreement No: SWMCLCP-1921-FrCoPW-00026 ←
Project Title: CLCP 2019-2021
Recipient Name: Franklin County Public Works

SCOPE OF WORK

Task Number: 2

Task Cost: \$34,000.00

Task Title: Tools and Trucks

Task Description:

RECIPIENT will purchase a litter pickup van to assist the City of Pasco with their litter pickup program from roadside and illegal dumps in Franklin County. The established program will use Municipal Court offenders and coordinate with RECIPIENT on litter van usage.

Eligible Costs:

\$34,000 maximum for litter program van.

Task Goal Statement:

To purchase a litter van to meet the needs of the City of Pasco litter pickup crew in coordination with Franklin County.

Task Expected Outcome:

To provide the City of Pasco a litter van for a more efficient and effective way to complete litter pickup activities. In addition to the county work, additional deliverables will include the following:

200 Road miles to be cleaned
10 Acres to be cleaned
100 Illegal dumpsites to be cleaned
1,000 Pounds of material recycled
40,000 Pounds of litter collected
2,000 Pounds of debris from illegal dumps
700 Supervisory hours
2,500 Total crew hours

Recipient Task Coordinator: Sally McKenzie

Tools and Trucks**Deliverables**

Number	Description	Due Date
2.1	Deliverables are the Expected Outcomes.	06/30/2021

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN FRANKLIN COUNTY AND CITY OF PASCO FOR EQUIPMENT THROUGH
DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION**

THIS AGREEMENT is made and entered into by and between Franklin County (Hereinafter "County") with its principal offices located at 1016 N 4th Avenue, Pasco, Washington, 99301, by and for the Franklin County Public Works Department Solid Waste Division, and the City of Pasco (hereinafter "City"), with its principal offices located at 525 N 3rd Avenue, Pasco, Washington, 99301, by and for the City of Pasco Municipal Court Offender Program, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

ARTICLE 1 • PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the County may provide equipment and/or services to the City; services rendered shall be with the coordination of both governing parties.

ARTICLE 2 • ADMINISTRATION AND ORGANIZATION

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.

- The County's representative shall be the Public Works Director, or his/her authorized designee.
- The City's representative shall be the Court Administrator, or his/her authorized designee.

This Agreement is entered into pursuant to Chapter 39.34 RCW as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies, and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to, this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings.

A copy of this Interlocal Agreement shall be filed with the Franklin County Auditor, or posted on the City or County website, as provided by Chapter 39.34 RCW.

ARTICLE 3 • DURATION AND RENEWAL OF AGREEMENT

This Agreement shall be effective when executed by both parties' authorized representatives and shall continue until December 31, 2029 or the end of the useful life of the equipment provided, whichever occurs first, unless terminated in writing by either party consistent with the termination provisions of this Agreement.

specifications, and/or Manufacturer's Maintenance Guide, the acting party may complete the work as it would its own property.

6.1.3 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 subjected 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 materials for the applicable retention period under federal and Washington law.

6.1.4 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.

6.1.5 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.

6.1.6 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.

6.1.7 CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

6.1.8 ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives.

6.1.9 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to the City shall be to: Court Administrator, Pasco Municipal Court, 1016 N 4th, Bldg. D, Pasco, Washington 99301. Notice to County, for all purposes under this Agreement, shall be to: Franklin County Public Works Director, 3416 Stearman Avenue, Pasco, Washington 99301, and the Franklin County Commissioners 1016 North Fourth Avenue, Pasco, Washington 99301.

ARTICLE 7 • INDEMNIFICATION

County agrees to and shall defend, indemnify, and hold harmless the City, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including,

ARTICLE 4 • SCOPE OF WORK

This Agreement shall provide for the City's use of a twelve (12) passenger van to be purchased and provided by the County through the Community Litter Cleanup Program Tools and Trucks Grant Program.

As the Solid Waste Authority for Franklin County, the County shall:

- Purchase a twelve (12) passenger van, utilizing grant funding provided by the Washington State Department of Ecology (DOE) through the Community Litter Cleanup Program Tools and Trucks grant program at a cost, not to exceed, of \$34,000.
- Provide to the City said 12 passenger van for the City's Community Litter Cleanup Program within the City's Municipal Court Offender Program.
- Submit the required quarterly reimbursement reports for the Community Litter Cleanup Program to the DOE on behalf of both the County and City.

The City shall:

- Provide to the County, monthly, DOE approved Daily Worksheets to assist the County with the required quarterly reporting.
- Provide to the County, annually, reports for all maintenance and repairs of the equipment.

ARTICLE 5 • COMPENSATION

The City hereby agrees to pay, utilizing City Funds, all costs associated with the operations, maintenance and repairs of the equipment and/or to reimburse the County for the costs of the work performed by the County, based on the actual cost of labor, and materials used in the maintenance and/or repair work involved; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition thereto, nine (9) percent of the total costs shall be added for overhead costs for accounting and billing and administrative services; provided, that the County shall submit to the City a certificate statement of the costs and within thirty (30) days thereafter the City shall pay to Franklin the amount of said statement.

ARTICLE 6 • PERFORMANCE OF AGREEMENT

6.1 GENERAL CONDITIONS

The following conditions shall apply for the purpose of complying with this Agreement:

6.1.1 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.

6.1.2 COMPLIANCE WITH STANDARDS AND SPECIFICATIONS

All work shall be completed per the standards and specifications of the County, including the use of OEM Parts. If there is no County standard or specification for the work to be performed, the acting party shall comply with the pertinent Manufacturer's Maintenance Guide. In the absence of County standards and

but not limited to: judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of County, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the City, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

The City agrees to and shall defend, indemnify, and hold harmless County, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to: judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon County, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of County, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to County by reason of entering into this Agreement, except as expressly provided herein.

ARTICLE 8 • LIABILITY INSURANCE

8.1 GENERAL CONDITIONS

As the twelve (12) passenger van is to be purchased and provided by the County through the Community Litter Cleanup Program Tools and Trucks Grant Program, should the van become inoperable for any reason, it shall be the City's full responsibility to:

- make any necessary repairs, or
- replace the van, or
- elect to go without the use of said van until such time as another Grant may be obtained for its replacement.

The following conditions shall apply to all insurance policies obtained by City for the purpose of complying with this Agreement:

8.1.1 Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to County and with insurers licensed to do business in Washington. The insurance company providing said policy shall maintain during the policy term an A. M. Best financial rating of A- or better, or such other rating as may be required by a County, as set forth in the most current issue of "Best's Insurance Guide."

8.1.2 Named Insured

All insurance policies required herein shall be drawn in the name of City, with the County, its board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

8.1.3 Waiver of Subrogation

City shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the County, its board and commission members, officials, agents, guests, invitees, consultants and employees. County shall waive all claims against City for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

8.1.4 Certificates of Insurance

At or before the time of execution of this Agreement, City shall furnish the County with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The City shall provide to County not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, City shall immediately provide written notice to the County upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to Franklin County Public Works, 3416 Stearman Avenue, Pasco, Washington 99301.

8.2 Types and Amounts of Insurance

City shall obtain and continuously maintain in effect at all times during the term hereof, at City's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

8.2.1 Business Automobile Liability

This policy shall be written in comprehensive form and shall protect City and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than: \$2,000,000.00 Combined Single Limit.

8.2.2 Workers' Compensation and Employer's Liability

City shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the City against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than: Statutory Amount Workers' Compensation \$2,000,000.00; Employer's Liability, Each Accident \$2,000,000.00; Employer's Liability, Disease – Policy Limit \$2,000,000.00; Employer's Liability, Disease – Each Employee. The foregoing requirement will not be applicable if, and so long as, City qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Washington and furnishes evidence of such qualification to County in accordance with the notice provisions of this Lease.

8.3 Self-Insured by Insurance Pool

All insurance requirements under this Section 8 may be satisfied by the City by

their self-insured status through an insurance pool. Any required documentation reflecting coverage details may be satisfied by the City through a letter documenting as such.

ARTICLE 9 • DISPUTES

This Agreement shall be governed exclusively by the laws of the State of Washington.

In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, the City Manager and the County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended; with venue being placed in Franklin County, Washington; with all parties waiving the right of a jury trial upon de novo appeal, if any; and the substantially prevailing party being awarded its attorney fees and costs as additional award and judgment against the other.

ARTICLE 10 • 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 last known address for the purposes of giving notice under this paragraph. 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, and the equipment shall be returned to the County immediately.

ARTICLE 11 • GENERAL PROVISIONS

11.1 GENERAL CONDITIONS

The following conditions shall apply for the purpose of complying with this agreement:

11.1.1 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.

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of County's legislative authority, instead being adopted by signature of Franklin County's Administrator, per Article 2

11.1.2 ASSIGNMENT

Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

11.1.3 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 applications 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.

11.1.4 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be 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.

11.1.5 FILING


This Agreement shall be filed pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2020.

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

**CITY MANAGER,
CITY OF PASCO, WASHINGTON**

Chair



Dave Zabell
City Manager

Chair Pro Tem

Member

ATTEST:

ATTEST:

Clerk of the Board



Debby Barham, CMC
City Clerk


APPROVED AS TO FORM:

APPROVED AS TO FORM:

Shawn Sant
Prosecuting Attorney for Franklin County

By: 

Deputy Prosecuting Attorney



Eric W. Ferguson
City Attorney

COPY

RESOLUTION NO. 3986

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AN INTERLOCAL AGREEMENT WITH FRANKLIN COUNTY FOR THE USE OF A VAN FOR THE MUNICIPAL COURT'S COMMUNITY LITTER CLEAN-UP PROGRAM.

WHEREAS, the City of Pasco's Municipal Court has a need for a new van for its Community Litter Clean-up Program; and

WHEREAS, the City of Pasco, Washington and Franklin County, Washington desire to enter into this interlocal agreement for efficiency and cost effectiveness for the City of Pasco's Municipal Court Community Litter Clean-up Program; and

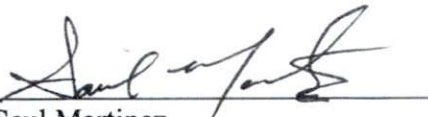
WHEREAS, the City Council of the City of Pasco, Washington, has after due consideration, determined that it is in the best interest of the City of Pasco to enter into an agreement with Franklin County for the use of a 12-passanger van through December 31, 2029 or the end of the useful life of the van provided, whichever occurs first, unless terminated in writing by either party consistent within termination provisions within the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON:

Section 1. That the City Council of the City of Pasco approves of the terms and conditions of the Interlocal Agreement between the City of Pasco and Franklin County, Washington, as attached hereto and incorporated herein as **Exhibit A**; and

Section 2. The City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to sign and execute said Agreement on behalf of the City of Pasco.


PASSED by the City Council of the City of Pasco, Washington this 21st day of September, 2020.


Saul Martinez
Mayor

ATTEST:


Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:


Kerr Ferguson Law, PLLC
City Attorney