

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 9/06/2022	PREPARED BY: Shirley Jones
Meeting Date Requested: 9/13/2022	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: An MOU with the City of Pasco to allow limited use of the Courthouse rotunda area for a multi-cultural event.	
FISCAL IMPACT: No fiscal impact, all facilities, security expenses will be paid by the COP	
BACKGROUND: The City of Pasco on behalf of the Colima Pasco Cooperation and Friendship Association has proposed holding a multi-cultural event on September 23, 2022 in the historic Franklin County Courthouse rotunda area. This event will host the Governor of Colima (municipality), Colima (state), Mexico, sister city to Pasco, for a catered reception. This event was to take place in 2020, but needed to be cancelled due to COVID-19.	
RECOMMENDATION: Approval of the Memorandum of Understanding	
COORDINATION: Keith Johnson, County Administrator Dave Zabell, City of Pasco Jennifer Johnson, Chief Civil DPA & Risk Manager Monty Huber, Security Captain Jennifer Wagner, Facilities Director	
ATTACHMENTS: ASR/Resolution/MOU	
HANDLING / ROUTING: Administration Office, COP, Prosecuting Attorney's Office, Security Sergeant Iztas and Facilities Director.	

I certify the above information is accurate and complete.



Keith Johnson, County Administrator

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FRANKLIN COUNTY
AND THE CITY OF PASCO TO USE THE COUNTY COURTHOUSE ROTUNDA
AREA FOR A MULTI-CULTURAL EVENT**

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 contract on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the City of Pasco on behalf of the Colima Pasco Cooperation and Friendship Association has proposed holding a multi-cultural event on September 23, 2022 in the historic Franklin County Courthouse rotunda area; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and the desires to enter into the attached MOU as being in the best interest of Franklin County:

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Memorandum of Understanding between Franklin County and the City of Pasco on behalf of the Colima Pasco Cooperation and Friendship Association.

BE IT FURTHER RESOLVED, that the Board of County Commissioners authorize the Chairman to sign the Memorandum of Understanding on their behalf.

APPROVED this _____ day of _____ 2022

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

Chairman

Chair Pro Tem

Member

Attest:

Clerk of the Board

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 (hereinafter "County"), and City of Pasco (COP) on behalf of the Colima Pasco Cooperation and Friendship Association, with its principal offices at 525 N. 3rd Avenue, Pasco, WA 99301.

I. Purpose

The purpose of this MOU is to allow for the limited use of Franklin County's Courthouse rotunda area for use by the COP for a multi-cultural event.

II. Term

The term of this MOU shall be limited to the date of the stated event currently set for September 23, 2022 from 7:30 p.m. to 9:30 p.m. The COP shall complete all tasks by the times specified herein, or if no such time is otherwise specified, no later than 10:00 p.m. on September 23, 2022.

III. Roles and Responsibilities

County Responsibilities

A. County will provide September 23, 2022 entry and access to the Courthouse rotunda area and other limited areas agreed upon in writing by the parties, (to include restroom facilities) for the use of the COP, only for the time specified in this MOU.

DPDA Responsibilities

- A. The COP shall conduct the event set forth in this MOU on September 23, 2022.
- B. The COP shall provide its own labor and materials. Unless otherwise provided in this MOU, no material or labor will be furnished by County.
- C. The COP agrees to be responsible for any and all expenses and costs related to this event, including, but not limited to: all direct costs of event, all labor costs, wages, reporting (including all reporting associated with use of volunteers), janitorial services, security services, and clean-up.
- D. The COP agrees and shall ensure that all use of County facilities, including set-up and clean-up will be completed in a timely manner and in accordance with the terms of this MOU.
- E. The COP agrees to keep the facility neat, clean and in an orderly condition at all times during the term of this MOU and to return the facility to the original condition as existed on the beginning of the term of this MOU.

- F. The COP agrees not to permit any damage to the facility during the term of this MOU, including any structural damage or modifications, for instance: damage to walls, including but not limited to damages caused by pushpins or any other method of affixing items to walls or other structures, etc. In the event of any damage to the facility during the term of this MOU, COP agrees that it is fully and solely liable for the costs of repair and shall pay said costs upon demand by County.

IV. Compensation

There is no monetary compensation owed by the COP to County as part of this MOU. County enters into this MOU in appreciation of the multi-cultural event.

V. Limitation of Agreement

The County and the COP agree that violation of any terms contained in this MOU shall not be a basis for a claim of damages against County or its employees, agents or representatives in whatever capacity.

This MOU is executed solely for the benefit of County, the COP and the public generally. It is not intended and it shall not be construed to create any third party beneficiaries.

VI. Relationship of Parties

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

VII. 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 to this MOU. Failure to resolve disputes may result in the termination of this MOU.

The COP may terminate its participation in this MOU upon giving thirty (30) calendar days written notice by certified mail as provided for in Paragraph VII.

County may terminate its participation in this MOU for good cause only, including, but not limited to, emergency conditions or events out of the County's control. The County acknowledges that the COP is investing substantial time and resources into this event and the County shall not withdraw from this MOU without good cause. County will provide notice to the COP as soon as possible and no later than three (3) calendar days after identification of a circumstance that constitutes good cause cancellation of the MOU and written notice by certified mail as provided for in Paragraph VII.

VIII. Communication

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

A. COUNTY:

Keith Johnson
Franklin County Administrator
1016 N. 4th Avenue
Pasco, WA 99301
Phone: (509) 545-3578
Fax: (509) 546-5812

B. City of Pasco:

Dave Zabell
City Manager
525 N. 3rd Avenue
Pasco, WA 99301
Phone: (509) 545-3404
Fax: (509) 545-3403

IX. Entire Agreement (Working 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.

X. Public Records Act

The COP hereby acknowledges that County is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the COP understands that to the extent a proper request is made, County may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to County by the COP that the COP might regard as confidential or proprietary. To the extent that the COP provides any records to County that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The COP also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of County's release of records covered under the Public Records Act. County agrees to take all reasonable steps to notify the COP in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the COP as confidential or proprietary, so that the COP may seek a judicial order of protection if necessary.

XI. Hold Harmless/Indemnification

The COP agrees to and shall defend, indemnify, and hold harmless County, its appointed and elective officers, officials, representatives, agents, and employees, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or other damage to person, property or business, caused by or arising out of the COP's acts, errors or omissions in the performance of this MOU. PROVIDED, that the COP's obligation hereunder shall not extend to injury, sickness, death or other damage caused by or arising out of the sole negligence of the County, its appointed and elective officers, officials, representatives, agents or employees. It is further provided that no liability shall attach to County by reason of entering into this MOU, except as expressly provided herein.

XII. Insurance

The COP agrees to maintain \$1,000,000 general liability insurance, and to name Franklin County as an additional insured on that policy. This insurance shall be PRIMARY INSURANCE and not excess over or contributing with any insurance purchased or maintained by the County. County hereby requests a Certificate of Insurance be provided as soon as practicable but no later than thirty (30) days preceding the event.

XIII. Laws

This MOU will be governed by the laws of the State of Washington.

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.

DATED: _____

CITY OF PASCO on behalf of the DOWNTOWN
PASCO DEVELOPMENT AUTHORITY


City of Pasco Representative
Title: City of Pasco

FRANKLIN COUNTY BOARD OF
COMMISSIONERS

Clint Didier, Chair

Approved as to form:



Prosecuting Attorney's Office

Attest:

Clerk of the Board