

**INTERLOCAL AGREEMENT BETWEEN
GRANT COUNTY PORT DISTRICT NO. 1
AND CITY OF QUINCY
FOR PROTECTION SERVICES**

THIS INTERLOCAL AGREEMENT is made by and between **GRANT COUNTY PORT DISTRICT NO. 1**, a Washington port district formed pursuant to Title 53 RCW (the "Port") and **CITY OF QUINCY**, code city formed pursuant to Title 35A RCW ("Customer"). The Port and Customer are sometimes referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the Port's mission, amongst other things, is to promote, foster and maintain economic development within the boundaries of the Port's district (the "District"); and

WHEREAS, due to its primarily rural setting and the recent trend of law enforcement having difficulty finding, hiring and retaining qualified law enforcement personnel, the local law enforcement agencies having primary jurisdiction for law enforcement within the District do not have sufficient staffing to provide adequate deterrence patrols to prevent property crimes within the District; and

WHEREAS, as a result of the issues identified above of the District and surrounding rural areas, the District and such areas are experiencing an increase in property crimes; and

WHEREAS, property crimes have a deleterious impact on the Port's mission of promoting, fostering and maintaining economic development within the District; and

WHEREAS, in order to protect and preserve the Port's facilities, equipment and properties and to promote, foster, preserve, protect and maintain existing and future economic development in the District, the Port has formed a security service entitled "Port Protection Services" ("PPS"); and

WHEREAS, the Port and Customer are each public agencies, as that term is defined in Chapter 39.34 RCW (the "Interlocal Cooperation Act"); and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to jointly perform those functions which each may legally perform; and

WHEREAS, Customer is located within the District and desires to utilize the services of PPS for the purposes of providing security and property protection at Customer's facilities.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises and conditions set forth hereinafter, Port and Customer hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for Port to provide Customer armed security operators ("Security Operators") to provide asset protection, surveillance, consulting and liability avoidance services at Customer's facilities and events within boundaries of the City of Quincy. The services provided by the Port to Customer are more fully detailed on the attached Exhibit "A" (the "Services"), which is incorporated herein by this reference.

2. **Term.** This Agreement commences on March 15, 2024, and shall be for a term of (3) THREE years, unless sooner terminated as herein provided.

3. **Termination.** Either Port or Customer may terminate this Agreement upon thirty (30) days' advance written notice to the other party for any reason or for no reason at all. In addition, this Agreement may be terminated at any time upon mutual agreement of the parties. Furthermore, Customer may terminate this Agreement

immediately if the Port fails to maintain the required insurance policies in Section 13 or materially violates Section 23.

4. Scheduling. Except as otherwise set forth in Section 6, below, the Port shall furnish the Services on the times and dates as mutually agreed to by the parties. Customer shall, if practicable, provide Port with at least four (4) hours advance written notice of Customer's need for Services and the number of Security Operators requested by Customer. The Security Operators shall remain on site for the entirety of Shift for which they have been scheduled or until otherwise agreed to by the parties.

5. Right to Refuse Services. Port shall take all precautions necessary and shall be responsible for the safety of its Security Operators, employees, agents, and subconsultants in the performance of the Services hereunder and shall utilize all protection necessary for that purpose. All Services shall be done at the Port's own risk, and the Port shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Port for use in connection with the Services. Port reserves the right to refuse to provide the Services to Customer "for cause." "For cause" shall mean Customer's refusal to request sufficient number of Security Operators for an event such that the Port deems the number of Security Operators insufficient to provide the Services or such that the Port deems the event to pose an undue risk to the Security Operators.

6. Compensation. For each instance for which Services are provided by Port to Customer (a "Shift"), Customer shall be billed a minimum of two (2) hours for each requested Security Operator that responds to a Shift regardless of whether such Shift lasts less than two (2) hours. Customer shall pay Port the rates per hour per Security Operator set forth on attached Exhibit "B," which is incorporated herein by this reference. In the event Port must pay overtime to any Security Operator as required under the Fair Labor Standards Act (FLSA) or other applicable federal or state statute or regulation, the applicable rates for Services to which overtime rates apply shall be multiplied by a factor of 1.5. In addition, Customer shall compensate Port for the Security Operators' travel at the prevailing state mandated travel rate.

7. Payment. Customer agrees that all invoices for the Services shall be due upon receipt and Customer shall be charged interest at a rate of twelve percent (12%) per annum on all invoices not paid within thirty (30) days of Customer's receipt thereof. In the event Port refers any delinquent invoices to an attorney for collection, Customer shall pay all reasonable attorney fees and costs incurred by reason of such delinquency.

8. Independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way. At all times relevant herein, the Security Operators shall remain the employees of Port. Security Operators shall not identify themselves as police officers, law enforcement, or employees of Customer. Port is responsible for providing any and all equipment to the Security Operators. In the performance of the Services, the Port is an independent contractor with the ability to control and direct the performance and details of the Services and the Security Operators, the Customer being interested only in the results obtained under this Agreement. Customer may, during the term of this Agreement, engage other independent contractors to perform the same or similar Services that the Port is providing to Customer.

9. Training and Supervision. Port shall be responsible for training and supervising its Security Operators. The Services to be performed shall be in conformity with operating procedures established by Port. Customer shall provide Port with contact information for Customer's employee/agent serving as the point of contact for any location/event at which the Services are to be provided.

10. Interruption of Service. Port shall assume no liability for delays in services or for interruptions of Services due to riots, floods, fires, acts of God, or any causes beyond the control of Port.

11. Governmental Authority. Port and its officers, agents, employees and Security Operators shall, at all times, fully and timely comply with and not be in violation of all statutes, rules, ordinances, and regulations of the City of Quincy, Grant County, the State of Washington, the United States and all of their respective agencies and any other authority with jurisdiction as may be required or imposed by any such authorities on Port's performance of the Services.

12. Disclaimer. Port does not represent or warrant that its Security Operators will prevent any loss, damage or injury to person or property. Port has not made any representations regarding its services; except those expressly set forth in this Agreement. Port disclaims all warranties, express or implied, unless stated in this Agreement. Customer agrees that Port is not an insurer. Although the Customer's payment to Port is for Security Operators to provide asset protection, consulting and surveillance which is designed to reduce certain risks of loss, Customer acknowledges Port does not guarantee that no loss will occur.

13. Insurance. During the entire term of this Agreement, Port, at its sole cost and expense, shall obtain and keep in force policies of Comprehensive General Liability insurance with a company admitted in the State of Washington, insuring Port against any liability arising out of any act, omission, or alleged act or omission of Port, or any of its Security Operators, officers, employees, agents or subcontractors, including but not limited to property damage, including loss of use, personal or bodily injury, discrimination and harassment, false imprisonment and arrest, defamation and slander, damage or injury caused by firearms or other weapons and automobile liability. The amount of such insurance shall be not less than Five Million Dollars (\$5,000,000.00) on an occurrence basis. Such policy shall provide that it is not to be canceled, materially changed, or renewed without thirty (30) days prior written notice to Customer. The policy shall be endorsed to name Customer as additionally insured. The Port is responsible for the payment of any deductible or self-insured retention that is required by any of the Port's insurance. If Customer is required to contribute to the deductible under any of the Port's insurance policies, the Port shall reimburse Customer the full amount of the deductible within ten (10) working days of Customer's deductible payment. Customer reserves the right to receive a certified and complete copy of all of the Port's insurance policies upon request. The Port's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Port to the coverage provided by such insurance, or otherwise limit Customer's recourse to any remedy available at law or in equity.

14. Indemnity. Port shall indemnify, defend and save harmless Customer from and against any and all costs, losses, claims, lawsuits, damages and expenses including, but not limited to reasonable attorney's fees and court costs, for any and all damage or injury to person or property caused by or arising out of any negligent or intentional act or omission, including but not limited to, false arrest, detention or imprisonment, assault and battery, malicious prosecution, wrongful entry or eviction, or invasion of privacy, on the part of Port, its employees and agents, including its Security Operators and subcontractors. It is further specifically and expressly understood that the indemnification provided herein constitutes the Port's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. **This Title 51 RCW waiver has been mutually negotiated by the parties.**

15. Warranty. Port warrants the performance of the Services pursuant to this Agreement shall conform to the highest professional standards for security officers in the State of Washington.

16. Document Conflict. Should any conflict arise between this Agreement and Customer's purchase order or other document, this Agreement will govern, whether such purchase order or document is prior to, or subsequent to this Agreement.

17. Severability. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole, or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

18. Notices. All notices and/or written communications required or permitted to be given or served by any party hereto upon any other, shall be deemed given or served in accordance with the provisions contained herein, by delivering personally, or mailed, postage prepaid and properly addressed, as follows:

If to Customer:

City of Quincy
Attention: Mayor
104 B St. SW
Quincy WA 98848

If to Port:

Darci Klein
Comptroller
Port of Quincy
101 F St. SW
Quincy, WA 98848

Any notice or written communication that is mailed to a party is deemed served upon that party three business days after mailing.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts, and understandings, written or oral. This Agreement may be amended only in writing, signed by the parties. This Agreement is entered into for the sole benefit of the Port and Customer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

20. Assignability. Neither may not assign its rights and/or obligations under this Agreement to a third party without the express written consent of the other party. Any assignee of a party is bound by the terms and conditions of this Agreement.

21. No Waiver. No failure of the parties to insist on the strictest performance of any term or this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

22. Records. The Port shall keep all records related to this Agreement for a minimum period of three (3) years following completion of the Services for which the Port is retained. The Port shall permit any authorized representative of Customer, and any person authorized by Customer for audit purposes, to inspect such records at all reasonable times during regular business hours of the Port. Upon request, the Port will provide Customer with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Port, but the Port may charge the City up to \$0.25 per page for copies requested for any other purpose.

23. Nondiscrimination. The Port agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, gender, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Port understands that if it violates this provision, this Agreement may be immediately terminated by Customer, where such termination shall be deemed "for cause," and that the Consultant may be barred from performing any services for Customer now or in the future.

24. General Provisions Required by the Interlocal Cooperation Act.

24.1 No separate legal or administrative entity is created by this Agreement.

24.2 No separate budget or financing method is created by this Agreement.

24.3 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement. Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

24.4 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the City Administrator for the City of Quincy.

25. Jurisdiction. This Agreement has been and shall be construed as having been made by both parties, and delivered within the State of Washington, and it is agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any court action shall

be in the Superior Courts for the County of Grant, State of Washington.

26. Disputes. The parties mutually agree to attempt to resolve any disputes regarding the interpretation or enforcement of the terms and conditions of this Agreement by good faith negotiation. Provided, neither party shall be precluded from seeking legal remedies subsequent to good faith negotiation.

27. Effective Date. This Agreement shall be effective upon signature by the last party signing, and upon posting this Agreement with each of the parties' websites. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

CITY OF QUINCY:

By: Paul Worley
Paul Worley, Mayor
Date: 3-19-2024

PORT:

By: Spencer Kuest
Its: Commissioner
Date: 3-12-2024

EXHIBIT "A"

**INTERLOCAL AGREEMENT BETWEEN
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Description of the Services to be provided by Port to Customer under this Agreement:

- Assist with the Customer's security needs during public functions or events or venues as requested by the Mayor of the City of Quincy or their designee.
- Assist the Customer with any additional needs of security for any building, City of Quincy park, infrastructure, or project that Customer has dominion and jurisdictional control.
- Provide additional personnel to assist with any civil municipal codes as requested.
- Provide, upon request, assistance to the Quincy Police Department for the purpose of crowd management, traffic control, crime scene protection, or any other civil assistance needed as requested by the Mayor of the City of Quincy or their designee.

EXHIBIT "B"

INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY PORT DISTRICT NO. 1 AND CITY OF QUINCY FOR PROTECTION SERVICES

- Rates per hour per Security Operator to be paid by Customer to Port:
 - The non-overtime rate per Security Operator per hour is \$65.00.
 - The overtime rate per Security Operator per hour is \$97.50.
 - The parties acknowledge that the rates stated herein are based on the use of Security Operators for up to 2,080 hours per contract year. If Customer needs additional hours of Services, then the parties shall mutually agree upon an hourly rate for any hours that exceed 2,080 hours per contract year.

- Rates per hour for use of Port's equipment by Customer:

If Customer desires to use any of Port's equipment, the parties shall mutually agree in writing as to the cost to be paid by Customer to Port. Any of Port's equipment used by the Port shall be in proper working order for the intended use of the equipment, and the Port warrants such condition of the equipment.