

**INTERLOCAL AGREEMENT
BETWEEN GRANT COUNTY PORT
DISTRICT NO. 1 AND GRANT COUNTY PORT DISTRICT NO. 10
FOR PROTECTION SERVICES**

THIS 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 GRANT COUNTY PORT DISTRICT NO.10 a Washington port district pursuant to Title 53 RCW ("Customer").

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, 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, Chapter 39.34 RCW (the "Interlocal Cooperation Act") authorizes port districts to contract with other public agencies to jointly perform those functions which each may legally perform; and

WHEREAS, Customer desires from time to time to utilize the services of PPS for the purposes of providing security and property protection at Customer's facilities; **NOW THEREFORE**,

WITNESSETH:

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 certain security related services at Customer's facilities and events within Customer's District, including but not limited to the GRANT COUNTY PORT DISTRICT NO. 10 property, as more fully detailed on attached Exhibit "A" (the "Services").

2. Term. The term of this Agreement shall be (3) three years commencing on _____, 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.

4. Scheduling. Except as otherwise set forth in Section 6, below, Port shall furnish the Services on the times and dates requested by Customer. Customer shall provide Port with at least four (4) hours advance written notice of Customer's need for Services and the number of Security Operators required by Customer. For each instance for which Services are provided by

Port to Customer (a "Shift"), Customer shall be billed a minimum of six (6) hours for each Security Operator regardless of whether such Shift lasts less than six (6) hours. The Security Operators shall remain on site for the entirety of events for which they have been scheduled.

5. Nature of Services. Port will provide Customer, upon Customer's timely written request, the Services, using Security Operators, as described on attached Exhibit "A." The Port represents and warrants that all Security Operators utilized to perform the Services shall, at all times, either (i) be currently licensed as armed private security guards pursuant to RCW 18.170 or (ii) satisfy one of the exemptions listed in RCW 18.170.020.

6. Right to Refuse 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 Port deems the number of armed security operators insufficient to provide the Services or such that Port deems the event to pose an undue risk to the Security Operators or for any other reasonable, good faith reason.

7. Compensation. For the Services, Customer shall pay Port the rates per hour per Security Operator set forth on attached Exhibit "B". 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. For each Shift, Customer shall be billed a minimum of six (6) hours for each Security Operator regardless of whether such Shift lasts less than six (6) hours.

8. 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.

9. 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.

10. Supervision. Port shall be responsible for 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.

11. 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.

12. 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 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.

13. 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. 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.

14. Insurance. During the entire term of this Agreement, Port, at its sole cost and expense, shall obtain and keep in force the following policies:

- a. Comprehensive General Liability insurance insuring Customer, its officers, employees agents and subcontractors (collectively "Customer") 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 cause by firearms or other weapons and automobile liability.
- b. Automobile Liability Insurance.

Each policy shall be with a carrier admitted in the State of Washington. The amount of each 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.

Each policy of insurance required herein shall (i) be written as a primary and non-contributory policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Customer except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Customer and the Customer's elected officials, employees, or agents; (iv) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (v) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.

15. 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 on the part of Port, its employees and agents, including but not limited to, false arrest, detention or imprisonment, assault and battery, malicious prosecution, wrongful entry or eviction, or invasion of privacy.

16. Warranty. Port warrants the performance of the Services pursuant to this agreement shall conform to the highest professional standards.

17. 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.

18. 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.

19. 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:	Kim DeTrolio Comptroller Port of Moses Lake 7810 Andrews St NE Moses Lake , WA 98837
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If to Port:	Darci Klein Comptroller Port of Quincy 101 F St SW Quincy, WA 98848
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20. 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.

21. Assignability. Customer may not assign its rights and/or obligations under this Agreement to a third party without the express written consent of Port.

22. 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.

23. 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.

24. 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. Venue for any disputes shall lie exclusively in Grant County Superior Court. Each party waives the right to a jury trial.

25. Effective Date. This Agreement shall be effective upon signature by the last party signing and shall terminate only upon the written, mutual consent of the parties, except as may be otherwise provided elsewhere in this Agreement.

Port and Customer have caused this instrument to be executed by their respective authorized representatives/agents on the 11 day of December 2023.

GRANT COUNTY PORT DISTRICT NO. 10

By: [Signature]
Its: Interim Executive Director

GRANT COUNTY PORT DISTRICT NO. 1

By: [Signature]
Its: Commissioner

EXHIBIT "A"
TO
INTERLOCAL AGREEMENT
BETWEEN GRANT COUNTY PORT
DISTRICT NO. 1 AND GRANT COUNTY PORT DISTRICT NO. 10
FOR PROTECTION SERVICES

Description of the Services to be provided by Port to Customer under this Agreement:

1. Provide executive protection as requested by the Port of Moses Lake.
2. Provide protection services for the Port of Moses Lake upon request.

EXHIBIT "B"
TO
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Rates per hour per Security Operator to be paid by Customer to Port (non-overtime):

The amount of sixty-five dollars (\$65.00) an hour will be charged per operator. All federal holidays will be charged at ninety-seven dollars and fifty cents (\$95.50) an hour.

Any vehicles owned by Port of Quincy used for the purpose of patrol will be charged at five hundred dollars (\$500.00) a month plus government mileage rates per vehicle.