

WHEN RECORDED RETURN TO:

City of Pasco, Washington
525 North 3rd
Pasco WA 99301

**INTERLOCAL AGREEMENT
Between
CITY OF PASCO AND PORT OF PASCO**

**FOR THE ENFORCEMENT OF TITLE 9 AND TITLE 10
OF THE PASCO MUNICIPAL CODE**

THIS AGREEMENT is made and entered into this 1st day of January 2015, between the City of Pasco, Washington, a Municipal Corporation, hereinafter referred to as “City” and the Port of Pasco, Washington, hereinafter referred to as “Port.”

WHEREAS, pursuant to RCW 39.34, the Interlocal Agreement Act, the City and the Port may establish an agreement for joint or cooperative actions for the health, safety and welfare of the citizens and property within their jurisdiction; and

WHEREAS, the Port has the authority by statute to establish and maintain a Police Department for the enforcement of statutory regulations on Port owned or operated property and facilities; and

WHEREAS, the City has enacted, by Title 9 of the Pasco Municipal Code, regulations governing Peace, Safety and Morals (creating misdemeanor and gross misdemeanor offenses), as well as Title 10 governing Vehicle and Traffic regulations effective within the City limits of the City of Pasco, including the Port’s property and facilities; and

WHEREAS, pursuant to RCW 53.08.280, Port police officers are empowered with full police powers to enforce all applicable municipal statutes or rules, regulations or ordinances upon the Port owned and operated properties; and

WHEREAS, pursuant to RCW 3.50.020, the Pasco Municipal Court has exclusive and original criminal jurisdiction of all violations of City ordinances within the City limits of the City of Pasco, including those properties owned and operated by the Port; and

WHEREAS, the Port desires that criminal citations and traffic infractions of City ordinances and violations be cited into the Pasco Municipal Court for prosecution and adjudication; and

WHEREAS, the City recognizes the authority of the Port police officers to cite offenders for violations of the City's criminal and traffic ordinances into the Pasco Municipal Court for prosecution and adjudication.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Port, agree as follows:

1. Purpose. The purpose of this Agreement is to set forth, in writing, the terms and conditions under which the City shall adjudicate within Pasco Municipal Court all misdemeanors and gross misdemeanor citations and traffic infractions issued by the Port for violations of Title 9 and Title 10 of the Pasco Municipal Code.

2. Port's General Duties.

A. The Port will have the authority to enforce Title 9 and Title 10 of the City's Municipal Code on all property owned, operated or leased within their authority lying within the City limits of the City of Pasco.

B. The Port will provide all the necessary support, personnel, transportation and supplies reasonably necessary to maintain the law enforcement services pursuant to Title 9 and Title 10 within the Port's authority.

3. City's General Duties.

A. The City will adjudicate all citations issued by the Port pursuant to this agreement in the Pasco Municipal Court.

B. The City will provide all the necessary support, personnel and supplies reasonably necessary to process each citation until fully adjudicated.

4. Payment. During the term of this Agreement, the local portions of all fines, judgments and forfeitures resulting from enforcement, criminal prosecution and infractions or any other work performed by the Pasco Municipal Court or City Prosecutor, shall be the property of the City.

5. Indemnification.

A. The Port shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the Port, its officers, agents, and employees in performing services pursuant to this Agreement.

B. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and the Port arising from the negligence of the Port, the Port shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the Port and their respective officers, agents, and employees the Port shall satisfy the same.

C. The City shall indemnify and hold harmless the Port and its officers, agents and employees or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees in performing to this Agreement.

D. In the event that any suit based upon such a claim, action, loss or damage is brought against the Port or the City and the Port arising from the negligence of the City, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the Port and its officers, agents and employees or jointly against the Port and the City and their respective officers, agents and employees, the City shall satisfy the same.

6. Interlocal Cooperative Act Provisions. 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, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Pasco, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

7. Relationship of Parties. Nothing herein shall be construed as creating any type of a partnership, joint venture or other principal/agent relationship. The City and the Port are acting in their independent governmental capacities. All persons employed by the Port and providing law enforcement services in support of this Agreement shall be the sole responsibility of the Port. All persons employed by the City providing Municipal Court services, shall be the sole responsibility of the City.

8. Term. This Agreement shall take full force and effect on the 1st day of January, 2015, and shall terminate on the 31st day of December, 2016, unless earlier terminated as provided below. This Agreement shall be automatically renewed for subsequent two (2) year periods unless written notice is given by either party of their intent to terminate this Agreement

at least ninety (90) days prior to the date of termination of that term or renewal term. Either party, may, without cause, terminate this Agreement by written notice no less than ninety (90) days prior to the intended date of termination.

9. General Provisions.

A. This Agreement supplements and modifies any prior agreement between the Port and the City relating to the enforcement of the Pasco Municipal Code and, in the event of any conflict between provisions thereof, shall be considered as superseding any prior inconsistent revisions contained in earlier Agreements.

B. This Agreement may be amended by mutual written agreement of the parties.

C. No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

D. This Agreement shall be administered by the Port Manager, or his designee, and by the City Manager, or his designee. Each party shall notify the other of its designee, at any time thereafter in an event of a change in designee.

10. Applicable Law. This Agreement has been and shall be construed as having been made and entered into and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington.

In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

11. Authority for Execution. Each of the parties warrants and represents that its representatives, whose signatures are below, possess all required authority to sign this Agreement and such powers have not, as of the date of this Agreement, been revoked or revised.

IN WITNESS WHEREOF, the parties have executed this Agreement in Pasco, Washington, on the day and year first written above.

CITY OF PASCO, WASHINGTON

PORT OF PASCO, WASHINGTON

Dave Zabell, City Manager


Randy Hayden, Port Manager

