

**AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE  
PORT OF PASCO TO EXECUTE PAYMENT FOR THE FIRE  
ADMINISTRATION BUILDING SEWER MAIN PROJECT**

**THIS INTERLOCAL AGREEMENT** is entered 18th day of August 2020, by and between Port of Pasco, Washington, a Washington Municipal Corporation, (hereinafter referred to as "Port"), and the City of Pasco, Washington, a Washington Municipal Corporation (hereinafter referred to as "City"), for the purpose of constructing improvements associated with the Fire Administration Building currently leased from the Port by the City.

**WHEREAS:** The City of Pasco together with The Port of Pasco (Port), also known as stakeholders, have collaborated to undertake improvements associated with the Fire Administration Building at 1011 E Ainsworth Ave, Pasco, WA 99301; and

**WHEREAS:** The proposed improvements will construct an 8” sewer main allowing the Fire Administration Building, and other adjacent Port properties, to be served by sanitary sewer; and

**WHEREAS:** The City has agreed to be fiscally responsible for \$5,462 for inspections associated with this effort and the City and the Port have agreed to evenly share the actual construction costs of \$21,415 resulting in \$10,707.50 for each. The final costs to the City shall be \$16,169.50.

**WHEREAS:** The Port of Pasco, as part of their agreed costs associated with this project, shall be \$10,707.50; and

**WHEREAS:** The City has agreed that because the Port is responsible for the Big Pasco sanitary sewer system the front footage and square footage fees, normally associated with City utilities, will not be collected; and

**WHEREAS:** The State Interlocal Cooperation Act, Chapter 39,34 RCW, authorizes cooperative efforts between agencies in the providing of such services and financing considerations; and

**WHEREAS:** The parties, desire by this cooperation agreement, to jointly participate in the costs associated with the project that provides benefits to the stakeholders.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CITY OBLIGATIONS.** The City shall:
  - A. Be responsible for a maximum total of \$16,169.50 in project construction costs.
  - B. The city will also provide project administration, design, and management to be performed by City staff and/or City Consultant as necessary to complete the project.
  - C. Provide to the Port any and all staff, consultant, and contractor invoices/statements to assist in the final determination of costs for the completed project.
  
2. **PORT OBLIGATIONS.** The Port shall:
  - A. Be responsible for a maximum total of \$10,707.50 in project construction costs.
  - B. Provide review services and approval, as necessary, during the course of the project consistent with the level of effort utilized on other capital and development projects within the City, or as may be required to ensure the required quality of the completed work.
  
3. **TERM.** This Agreement shall be effective commencing on the \_\_\_\_ day of \_\_\_\_\_ 2020, and all improvements, conveyances and obligations of the parties shall be complete on or before 18 months immediately following the commencement date of this Agreement. The Agreement shall terminate no later than two years following the commencement date of this Agreement, or with the completion project, whichever is sooner.
  
4. **AUTHORITY TO APPROVE AGREEMENT.** The parties represent and warrant that all steps necessary for the approval of this Agreement have been completed by:
  - A. The Port of Pasco.
  - B. The City of Pasco.

The officers signing below are authorized to do so and that the execution of this Interlocal agreement with the Port of Pasco to execute payment for the improvements associated with the Fire Administration Building sewer project is valid and binding for all purposes.

5. **DISPUTE RESOLUTION.** In the event of a dispute between the parties regarding the interpretation, breach or enforcement of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute by themselves or with the assistance of a mediator. The remaining dispute shall be resolved by arbitration pursuant to RCW 7.04A, the Mandatory Rules of Arbitration (MAR), with all parties waiving the right of a jury trial upon de novo review, with the substantially prevailing party being awarded its reasonable attorney fees and costs against the other.

6. **INDEMNITY.** Each Party hereto shall assume the risk of, be liable for, and pay for damage, loss, cost and expense arising out of the performance of this Agreement, caused by its negligence and/or willful misconduct and the negligence and willful misconduct of its employees acting within the scope of employment. Each Party hereto shall hold harmless from and indemnify the other Party against all claims, losses, suits, action, cost, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of business, and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with any negligent act, error or omission of said Party, its employees, agents, contractors or subcontractors. A Party's obligation shall include but not be limited to investigation, adjusting, and defending all claims alleging loss from negligent action, error or omission or breach of any common law, statutory or other delegated duty.

7. **GENERAL PROVISIONS.**

A. This Interlocal Agreement constitutes the entire agreement between the parties, and no prior oral or written agreement shall be valid, and any modifications of this Agreement must be in writing signed by all parties.

B. This Interlocal Agreement shall be binding on the parties, and their heirs, successors and assigns.

C. For the purpose of this Agreement, time is of the essence.

8. **MUTUAL COOPERATION AND FURTHER AGREEMENTS.**

The parties agree to cooperate in good faith, with regard to each and every aspect required for the completion of the construction of the waterline which is the object of this Agreement, and the transfer of property, and to further sign all documents, deeds and permits reasonably necessary

to accomplish the purposes of this Agreement.

9. **INTERLOCAL COOPERATION ACT PROVISIONS.**

All vehicle, equipment, inventory and any improvement thereon or fixtures purchased by the City, shall remain the sole property of the City. All improvements to the real property of Port shall be the sole property of the Port. All personnel utilized by the City in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the City and shall not be construed as “loan servants” or employees of the Port. The City Manager of the City of Pasco, Washington, shall be designated as the Administrator of this Interlocal Agreement.

No independent special budget or funds are anticipated other than those identified in this Agreement, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal or administrative entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this agreement.

A copy of this Agreement shall be filed with the Franklin County Auditor’s office or posted on the City or Port’s website as required by RCW 39.34.040.

**City of Pasco, Washington:**

By: \_\_\_\_\_  
Dave Zabell, City Manager

STATE OF WASHINGTON )

: ss

COUNTY OF FRANKLIN )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Port of Pasco, Washington:

By: *Randy Hayden*  
Randy Hayden, Executive Director

STATE OF WASHINGTON )

: ss

COUNTY OF FRANKLIN )

I certify that I know or have satisfactory evidence that *Randy Hayden* is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 18 day of August 2020.

*Lori French*  
NOTARY PUBLIC in and for the State of Washington  
Residing at: *Richland, WA*  
My Commission Expires: *2024-02-19*

