

INTERLOCAL AGREEMENT

Draft of March 11, 2026

Regarding

PARKING ENFORCEMENT AND IMPOUNDS

Between

**THE PORT OF CLARKSTON,
a Washington municipal corporation**

and

**THE CITY OF CLARKSTON,
a Washington municipal corporation.**

**INTERLOCAL AGREEMENT
FOR PARKING ENFORCEMENT AND IMPOUNDS**

This **INTERLOCAL AGREEMENT FOR PARKING ENFORCEMENT AND IMPOUNDS** (the “Agreement”) is made and entered into effective as of the last authorized signature below between the **PORT OF CLARKSTON**, a Washington municipal corporation (the “Port”), and the **CITY OF CLARKSTON**, a Washington municipal corporation (the “City”), pursuant to the authority granted under Chapter 39.34 RCW, the Interlocal Cooperation Act. The Port and the City may be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the City has authority under its City Code, Title 11 CMC, to enforce parking regulations and, when necessary, impound vehicles;

WHEREAS, the Port, along with its tenants, visitors, and other patrons, have been impacted by an increase in illegally parked vehicles in and around Port-owned and leased properties, including large recreational vehicles and campers (“RVs”);

WHEREAS, illegally parked vehicles are negatively impacting the Port’s business and the Port’s efforts to foster economic development within the Port and the City;

WHEREAS, the Port is willing to provide the City a one (1)-time payment to allow the City to secure additional resources so the City can better enforce parking violations, and if necessary, remove illegally parked vehicles;

WHEREAS, the City is willing to focus the additional resources secured with the funds from the Port to address parking violations in and around Port-owned or controlled properties; and

WHEREAS, other than the payment identified in this Agreement, the intent of the Parties is that the Port will not participate in any enforcement actions or impounds the City may pursue.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and under the authority granted by Chapter 39.34 RCW, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide resources for increased enforcement of parking regulations and, when necessary, impounds by the City, pursuant to City Code, in and around properties owned or leased by the Port. The City shall be solely responsible for all enforcement actions, and nothing in this Agreement is intended to permit the Port to enforce City Code, including, without limitation, parking regulations, or otherwise impounding vehicles.

2. **MANNER OF FINANCING.** The Port shall provide a payment of Ten Thousand Dollars (\$10,000.00) to the City to be used in support of the purpose stated in this Agreement on or before July 31, 2026.

3. **DURATION.** The payment in Section 2 of this Agreement is a one (1)-time payment. This Agreement shall continue in full force and effect until the City has fully expended the payment identified in Section 2 of this Agreement.

4. **TERMINATION.** If the City is unable or unwilling to fulfill the purpose of this Agreement, then any balance of funds remaining from the payment made by the Port to the City per Section 2 of this Agreement shall be returned to the Port. Such refund shall occur within ten (10) business days after the City provides written notice to the Port that it is cancelling this Agreement.

5. **ADMINISTRATION.** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring their respective Party's performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

Port of Clarkston: Chris Rasmussen, Executive Director
849 Port Way
Clarkston, WA 99403
(509) 758-5275
chris@portofclarkston.com

City of Clarkston: Monika Lawrence, Mayor
829 Fifth Street
Clarkston, WA 99403
(509) 758-5541
mayor@clarkston-wa.com

Any notice required by this Agreement shall be sent attention to the above-identified representatives via first class mail and electronic mail.

6. **INDEMNIFICATION.** To the extent permitted by law, each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their Commissioners, officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability.

7. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS.** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. **DISPUTE RESOLUTION.** The Parties shall attempt to resolve any claims, disputes, and other matters in question arising out of or related to this Agreement first through informal discussion and then through formal written notification with an opportunity to cure ("Notice of Dispute"), before resorting to litigation. If a dispute is not resolved informally through

discussions, then the next step of the dispute resolution process is that the Parties' representatives identified in Section 5 of this Agreement shall meet and attempt to resolve the dispute within five (5) business days after a Party sends the other Party a Notice of Dispute. If, after this meeting, the Party receiving the Notice of Dispute fails to take steps to cure, or the Parties representatives are otherwise unable to resolve the dispute, then the Parties may proceed with litigation.

9. **SEVERABILITY.** In the event any term or condition of this Agreement, or application thereof to any person or circumstances, is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid, illegal, or unenforceable term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

10. **HEADINGS AND TITLES.** The captions of the Sections of this Agreement are only to assist the Parties in reading and understanding this Agreement, and shall have no effect upon the construction or interpretation of any part of this Agreement.

11. **SUCCESSORS AND ASSIGNS.** This Agreement shall benefit and bind the Parties and their respective successors and assigns. No assignment of this Agreement shall be done except upon prior written authorization of the Parties.

12. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one (1) and the same Agreement.

13. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

14. **FILING.** This Agreement shall be filed with the county auditor, or in the alternative, listed by subject matter on the websites for the City and the Port.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in their names and to be attested by their duly authorized representatives identified below, as of the date of the last authorizing signature below.

PORT:


CITY:

PORT OF CLARKSTON

CITY OF CLARKSTON



By: Chris Rasmussen
Its: Executive Director
Date: 4/8/26



By: Monika Lawrence
Its: Mayor
Date: 3-25-2026